Ottawa County
Board of Commissioners

Joe Moss
Chairperson

Sylvia Rhodea
Vice-Chairperson

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, May 14th at 9:00 AM** for the regular May meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

The Agenda is as follows:

1. Call to Order by the Chairperson

2. Prayer and Pledge of Allegiance

3. Roll Call

4. Correspondence

5. Public Comment

6. Approval of Agenda

7. Consent Resolutions:

<u>From the County Clerk/Register</u>

A. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the minutes of the April 23, 2024 Board of Commissioners meeting.

<u>From Administration</u>

B. Ottawa County Prosecutor's Office 2023 Annual Report
Suggested Motion:
To receive for information the Ottawa County Prosecutor's Office 2023 Annual Report.

Gretchen Cosby | Lucy Ebel | Douglas Zylstra | Jacob Bonnema | Kendra Wenzel
Rebekah Curran | Roger Belknap | Roger Bergman | Allison Miedema

B. 20th Circuit Court and Ottawa County Probate Court 2023 Annual Report
Suggested Motion:
To receive for information the 20th Circuit Court and Ottawa County Probate Court 2023 Annual Report.

C. Post-Execution Ratification of Contracts under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy
Suggested Motion:
To ratify all contracts for the period of April 1, 2024 to April 30, 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.

From the Finance and Administration Committee

D. Accounts Payable for March 25, 2024 through April 19, 2024
Suggested Motion:
To approve the general claims in the amount of $24,467,236.88 as presented by the summary report for March 25 through April 19, 2024.

E. Quarterly Financial Status Report
Suggested Motion:
To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the Special Revenue Funds, through the end of the 2nd quarter of Fiscal Year 2024.

F. Michigan Ag Preservation Fund Grant Agreement
Suggested Motion:
To approve a grant agreement in the amount of $205,971 with the Michigan Department of Agriculture and Rural Development for the purchase of an agricultural conservation easement.

G. Contract for Monumentation/Remonumentation
Suggested Motion:
To sign the contract between Ottawa County and Tru-Line Surveying PC for services under the Monumentation/Remonumentation Program.

H. Assessing Services for Georgetown Township
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide assessing services for Georgetown Township, plus recognize and appropriate contract revenue of $166,400 for Fiscal Year 2024.

I. Equalization Personnel Request to fulfill the Georgetown Township Assessment Agreement

Suggested Motion:

To approve the request from Equalization to add one 1.0 FTE Assistant Assessor, two 1.0 FTE Appraiser I positions, two 0.3 FTE Appraiser II positions, and one 1.0 FTE Abstract/Index Clerk at a cost of $418,196 to be funded by the assessing agreement with Georgetown Township.

J. Project Support Specialist Pay Grade Change

Suggested Motion:

To approve the request from the Department of Strategic Impact to increase the pay grade for the Project Support Specialist from a pay grade 4 to a pay grade 6 at a cost of $8,016.

K. Sheriff's Office Personnel Request - Transportation

Suggested Motion:

To approve a proposal to add one, 1.0 FTE full-time, benefited Unclassified Transportation & Assets Coordinator position at universal paygrade 11 for a total cost of $117,120.

L. Michigan Medical Marihuana Operation and Oversight Grant

Suggested Motion:

To approve a contract with Michigan Dept of Licensing and Regulatory Affairs (LARA).

M. Public Health - Environmental Health Personnel Request

Suggested Motion:

To approve the request from Public Health to add one 1.0 FTE Administrative Assistant II position at a cost of $90,398.

N. Mosquito And Tick Surveillance Grant

Suggested Motion:

To approve a contract with The National Association of County and City Health Officials.

O. Water Monitoring Initiative Contract

Suggested Motion:

To approve the request to allocate $995,465 to the department of the Water Resources Commissioner. The approval of this contract authorizes an appropriation to the Water Resource Commission of $278,691.50 for fiscal year 2024. This allocation will support the Consulting Service Agreement for the proposed Ottawa County Water Monitoring Initiative.

P. Sheriff's Office Personnel Request - AV

Suggested Motion:

To approve a proposal to increase the four (4) Audio Video Specialists, 1.0 FTE full-time, benefited Group T Level 7 to 1.0 FTE full-time benefited Unclassified Level 8 for a total cost of $16,142.

Q. FY2024 Budget Adjustments

Suggested Motion:

To approve the FY2024 budget adjustments per the attached schedule.

From the Planning and Policy Committee

R. Idema Explorers Trail Team Pink Trail Easement

Suggested Motion:

To approve an easement from Team Pink Corp. for the purpose of constructing, operating, and maintaining a portion of the Bass River Segment of the Idema Explorers Trail at a cost of $10,000.

8. Agenda and Action Requests:

A. Housing Commission Appointment

Suggested Motion:

To remove John Gibbs from the Ottawa County Housing Commission and appoint Jon Anderson in the vacancy.

B. 2024 Grand Valley Metropolitan Council Appointment

Suggested Motion:

To appoint Jon Anderson to the Grand Valley Metropolitan Council for Ottawa County for 2024.

C. 2024 Lakeshore Advantage Appointment

Suggested Motion:

To appoint Jon Anderson to the Lakeshore Advantage Board for Ottawa County for 2024.

D. 2024 Road Millage Resolution

Suggested Motion:

To approve the language contained within the resolution for renewal of the ten (10) year Road Millage to appear on the primary ballot on August 6, 2024.

E. Public Hearing Date - Terra Station Brownfield Plan Amendment

Suggested Motion:

To set a public hearing on the proposed Brownfield Plan Amendment for Terra Station Ventures LLC on Tuesday May 28, 2024, to be held in the Ottawa County Board Room at 6:30 PM.

9. Committee Reports

   A. Ottawa County Prosecutor's Report 2023 Annual Report
      Presented by Lee Fisher, Prosecutor.

   B. 20th Circuit Court and Ottawa County Probate Court 2023 Annual Report
      Presented by Susan Franklin, Court Administrator.

10. Public Comment

11. Additional Business

   A. Chairman's Update

   B. Administrator's Report

12. Adjournment at Call of the Chairperson

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

The Ottawa County Board of Commissioners met on Tuesday, April 23, 2024, at 6:33 p.m. and was called to order by the Chairperson.

The prayer was pronounced by Minister Cipher.

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

A. Citizens for Local Choice-Bill Schmiege spoke on Citizens for Local Choice ballot initiative.

Public Comments

Public comments were made by the following:

1. Rebekah Curran-County Commissioner
2. Joel Studebaker-Jamestown Township
3. John DeBlaay-Georgetown Township
4. Paula Caltrider-Spring Lake
5. Rachel Atwood-Georgetown Township
6. Karen DeVries-City of Holland
7. Kristen Meghan Kelly-Jamestown Township
8. Donna Mooney-Georgetown Township
9. Donovan Monte Gomez-Park Township
10. Martha Capestany-Holland
11. Denna Hauet Arnold-Grand Haven Township
12. Dan Bower-Oakland Township
13. Lance Elliott Griffin-Kent County
14. Ryan Anderson-Chester Township
15. Dena Arner-Holland Township
16. Curt Meppelink-Zeeland Township
17. Kirk Laskowski-Fennville
18. Christi Meppelink-Zeeland Township
19. Kathy Aalderink-Hamilton
20. Larry Shattuck-Holland
21. Orlando Estrada-City of Holland
22. George Maierhauser-Spring Lake Township
23. Michelle H-Allegan County

24. Oliver Shampin-Grand Haven Township
25. Joe Spaulding-Holland Township
26. Dan Zimmer-Port Sheldon Township
27. Aaron Jay Compagner-Jamestown Township
28. Jeff King-Jamestown Township
29. Laura Arcuri-Olive Township
30. Rita Lundstrom-Lowell
31. Karen Obits-Spring Lake Village
32. Antonio Lozano-West Olive
33. Jenny Kinne-Holland
34. Ann Henriksen-Holland
35. Charity McMaster-Spring Lake
36. John Scheid-Allendale Township
37. John-Muskegon
38. Owen-Holland

Commissioner Bonnema left the meeting at 8:30 p.m.

39. Virginia Greenlee-Park Township
40. Joseph Amoros-Georgetown Township
41. Cathy Seaver-Allendale Township
42. Matthew Kalajainen-Holland Township
43. Lori Grasman-Robinson Township
44. Joan Bailey-Grand Haven
45. Joan Sense-Unknown

Approval of Agenda

B/C 24-106 Rebekah Curran moved to approve the agenda.

The motion passed.

B/C 24-107 Rebekah Curran moved to take a break at 8:52 p.m.

The motion passed.

Chairperson Moss called the meeting back to order at 9:30 p.m.

Consent Resolutions

B/C 24-108 Sylvia Rhodea moved to approve the following Consent Resolutions.

A. To approve the minutes of the April 9, 2024, Board of Commissioners meeting.

B. To ratify all contracts for the period of March 1, 2024 to March 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, Sylvia Rhodea, Doug Zylstra, Kendra Wenzel, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (10)

Agenda and Action Requests

B/C 24-109 Roger Bergman moved to approve the 2024 Ottawa County Equalized values Form 4037C for each jurisdiction in the County.

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

B/C 24-110 Allison Miedema moved to approve the 2024 Ottawa County Equalized values and to appoint the Equalization Director to represent Ottawa County at State Equalization Hearings.

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

B/C 24-111 Sylvia Rhodea moved to approve a resolution to promote life.

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

Nays: Doug Zylstra and Roger Bergman. (2)

B/C 24-112 Sylvia Rhodea moved to approve a resolution declaring April as Autism Awareness Month.

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

B/C 24-113 Roger Belknap moved to approve a resolution in support of Citizens for Local Choice.

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

Nays: Doug Zylstra. (1)

Commissioner Zylstra and Commissioner Bergman left the meeting at 10:26 p.m.

Committee Reports

None.

Public Comment

1. Dena Arner-Holland Township
2. Rachel Atwood-Georgetown Township
3. Donna Mooney-Georgetown Township
4. Curt Meppelink-Zeeland Township
5. Virginia Greenlee-Park Township
6. Bruce Greenlee-Park Township

Online Public Comment

1. Nancy Warren-Georgetown Township
2. Stephen Rockman-Grand Haven Township
3. Joe Spaulding-Holland Township

Additional Business

A. Chairman's Update-Chairperson Moss gave an update.

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 10:53 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:	05/14/2024
Requesting Department:	Administration
Submitted By:	Jordan Epperson
Agenda Item:	Ottawa County Prosecutor's Office 2023 Annual Report

Suggested Motion:

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

Summary of Request:

N/A

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

2023
ANNUAL REPORT

Office of the Prosecuting Attorney

Submitted by:
Lee F. Fisher
Ottawa County Prosecuting Attorney

EXECUTIVE SUMMARY

The 2023 total **Felony Caseload** for the Prosecutor's Office remained relatively steady, increasing overall by 1.5% from the 2022 level (1,849 cases in 2022, compared to 1,876 cases in 2023). This is true even though most major felony crime categories showed decreases in 2023. Weapons Offenses (down 9.1%), Drug Offenses (down 2.4 %), Property offenses (down 7.2%), Criminal Sexual Conduct (down 7.6%), and Robbery (down 44.4%). We saw increases in Breaking and Entering (up 9.1%) and Felony Drunk Driving (up 2.6%). The number of Extraditions processed by the office decreased by 12.2%, from 41 in 2022 to 36 in 2023.

Unfortunately, in 2023 there were six Homicides in Ottawa County. This is a slight increase from 2022 when there were five. Three of these Homicide cases a currently set for jury trials in 2024.

The total **Misdemeanor Caseload** decreased by 13% in 2023 (6423 cases in 2022, compared to 5587 in 2023). Misdemeanor Drunk Driving cases decreased by 8.3% in 2023.

The **Domestic Violence Caseload** unfortunately increased slightly, by 1.1% in 2023 (up to 804 cases, compared to 795 in 2022). It appears Domestic Violence cases have leveled out for the past five at higher levels since they spiked in 2018. I believe these numbers would be much higher if not for the ongoing efforts of the Lakeshore Alliance Against Domestic and Sexual Violence and other groups which actively promote prevention and offer improvements in serving Domestic Violence victims and offenders. Our court-based Domestic Violence offender treatment initiative also seeks to reduce recidivism and better serve victims through the court process.

Juvenile Criminal Caseload, as represented by petitions filed by our office, increased by 16.1% (847 delinquency petitions in 2022, up to 983 in 2023). This is partially caused by the change in the law raising the age from 17 to 18 years old to be considered a juvenile versus adult when being charged with a criminal offense.

The **Total Criminal Caseload** (combined felony, misdemeanor, and juvenile cases) decreased in 2023 by 7.4% (9,119 cases in 2022, compared to 8446 in 2023).

The Prosecutor's Office continues to represent the Michigan Department of Health and Human Services (MDHHS) in **Child Abuse and Neglect** cases in the Family Court. New Abuse and Neglect cases decreased by 20% (60 in 2022, down to 48 in 2023).

This office also prosecutes complaints of **Personal Protection Order Violations**. The number of these complaints submitted for review increased by 27.5% in 2023 (211 cases in 2022, up to 269 in 2023). In October 2024, the Prosecutor's Office determined that it had no legal authority to review PPO violations complaints. Per statute, the Prosecutor's Office is only responsible for prosecuting a PPO violation once the court has set the matter for a hearing.

As has been the case for approximately the last ten years, **Gang Violence and Organized Gang Activity** continued to be less visible within Ottawa County in 2023.

Our four **District and Circuit Sobriety/Recovery Court** programs continue to accept drug and/or alcohol dependent offenders using a treatment court model. Holland also has a **Mental Health Court**

that also uses the treatment court concept to address the needs of offenders suffering from mental disorders. The Prosecutor's office assigns a prosecutor to each of the five separate courts as part of a multi-disciplinary team that helps select suitable participants for the programs and then monitors their progress by attending bi-weekly case staffing and court sessions.

The **Children's Advocacy Center** has been providing age-appropriate services for sexually abused children for the last twenty-five years. The Center continues to handle referrals of cases requiring additional prosecution resources. Beginning in 2021, and continuing into the present, our office has dedicated two Assistant Prosecutors to work as part of a multi-disciplinary team at the CAC, as opposed to just one prior. The assigned Assistant Prosecutors will personally handle these cases from pre-charging evaluation of the cases all the way through trial. This has resulted in many successful prosecutions of Child Sexual Abuse cases in 2023.

In 2023, our office tried 20 **Felony Jury Trials**, down from 28 in 2022. Prior to 2021, our office averaged approximately 10-12 felony jury trials per year. The number of jury trials continues to be significantly higher than the pre-2021 levels.

The number of **Misdemeanor Jury Trials** conducted in 2023 increased slightly (11 in 2022, 13 in 2023).

The Prosecutor's Office is fortunate to have an extremely committed team of support staff and attorneys who continue to provide excellent service to the victims of crime, our law enforcement partners, the Children's Advocacy Center, Michigan Department of Health and Human Services, and all the citizens of Ottawa County.

As we move from 2023 to 2024, our office will face significant new challenges. These challenges include maintaining adequate staffing and attracting qualified candidates to fill open positions, both support and attorney positions. Another significant challenge continues to be the implementation of the use of in car and body worn cameras by the Ottawa County Sheriff Office, and other law enforcement agencies in Ottawa County. These cameras will create thousands of hours of recordings in criminal cases that will need to be reviewed by both support staff and attorneys in our office. It appears the OCSO will begin implementation of these cameras in the summer of 2024. This is significant because approximately 75 percent of the criminal cases handled by our office come from the OCSO. This is not something that we have done prior to 2023 and it will create hours of additional work for staff that was not previously required.

Despite the challenges we all faced in 2023, all of us in Ottawa County continue to benefit from a well-functioning criminal justice system. Thank you for the support you provide to these efforts.

Respectfully submitted,

Lee F. Fisher
Ottawa County Prosecuting Attorney

MISSION STATEMENT

The mission of the Ottawa County Prosecutor's Office is to preserve and improve the quality of life for Ottawa County residents by promoting lawful conduct and enhancing safety and security through diligent efforts to prosecute criminal offenses in Ottawa County.

RESPONSIBILITIES OF THE PROSECUTOR

The Prosecuting Attorney is the chief law enforcement officer for Ottawa County. The Office was created by the Michigan Constitution. The responsibilities and authority of the Prosecutor are established by common law, statute, court rule, and appellate case law. In recent years changing attitudes in the courts and state legislature have significantly altered the traditional role of the Prosecutor. While adult and juvenile criminal matters still represent the major portion of the prosecution effort, a growing list of additional responsibilities has placed larger demands on prosecution resources. Nevertheless, we provide all mandated services, maximizing our efficiency by offering specialty services to crime victims and law enforcement. These specialties include the Family Court Unit, Domestic Violence Unit, Victim's Rights Unit, an Appellate Specialist, and a Law Enforcement Training Assistant.

Additional duties of the Prosecutor include serving on the Community Corrections Advisory Board. The Prosecutor also serves on the boards or oversight committees of the Children's Advocacy Center, West Michigan Enforcement Team, Lakeshore Alliance Against Domestic and Sexual Violence, Ottawa Area Law Enforcement Leadership Committee, Human Services Council of Ottawa County, Community SPOKE, Elder Abuse Task Force, Regional Opiate Abuse Council, State Child Death Review Team, Ottawa County Child Death Review Team, and the Prosecuting Attorneys Association of Michigan.

ADMINISTRATIVE STAFF

Lee Fisher	**Prosecuting Attorney**
Sarah Matwiejczyk	Chief Assistant Prosecutor
JoEllen Haas	Senior Attorney, Appeals
Meghan Hurley	Senior Attorney, Trial/Training
Jacob Jenison	Senior Attorney, Family
Amy Chidester	Office Manager, Holland
Elizabeth Kuechenmeister	Office Manager, Grand Haven

ATTORNEY STAFF

SHAWNA BAUM, Hope College, B.A.; Valparaiso University School of Law, J.D.; 4 years of prosecution experience and 15 years of experience in Child Neglect and Abuse.

MEREDITH BEIDLER, Florida State University, B.S.; Wayne State University, J.D.; 11 years of prosecution experience.

JOHN DONALDSON, Florida State University, B.S.; Wayne State University, J.D.; 11 years of prosecution experience.

LEE F. FISHER, Western Michigan University, B.S.; Thomas M. Cooley Law School, J.D.; 35 years of prosecution experience.

ELIZABETH A. GIDDINGS, Cornell College, B.A.; Vanderbilt University of Law, J.D.; 7 years of prosecution experience, 10 years of experience in Child Neglect and Abuse.

JOELLEN HAAS, Indiana University, B.A.; Thomas M. Cooley Law School, J.D.; 21 years of prosecution experience.

MEGHAN HURLEY, University of Buffalo, B.S.; Thomas M. Cooley Law School, J.D.; 16 years of prosecution experience.

BRITTA GIRMSCHEID, University of Michigan, B.A., Michigan State University, J.D.; 17 years of prosecution experience.

JACOB JENISON, Central Michigan University, B.S.; Thomas M. Cooley Law School, J.D.; 10 years of prosecution experience.

SARAH F. MATWIEJCZYK, Michigan State University, James Madison College, B.A.; Michigan State University – Detroit College of Law, J.D.; 22 years of prosecution experience.

BEN MEDEMA, Michigan State University, B.A.; Thomas M. Cooley Law School, J.D.; 10 years of prosecution experience.

TYLER MESMAN, Grand Valley State University, B.A.; Valparaiso University, J.D.; 8 years of prosecution experience.

REBECCA NIEBOER, Hillsdale College, B.A.; Grand Valley State University, M.P.A., Thomas M Cooley Law School; 1 year of prosecution experience.

LUKE R. STEHNEY, Hope College, B.A.; Michigan State University – College of Law; 1 year of prosecution experience.

JAY TUBERGEN, Grand Valley State University, B.S.; Michigan State University – College of Law, J.D.; 12 years of prosecution experience.

CARA WILKINSON, Albion College, B.A.; Wayne State University, J.D.; 15 years of prosecution experience.

SUPPORT STAFF

CRIMINAL DIVISION

Jennifer Bielik	Legal Assistant II
Cherie Dougherty	Legal Assistant II
Pamela Ferris	Legal Assistant II
Sydney Golden	Legal Assistant II
Briana Kooiman-Hirdes	Legal Assistant I
Amy McSpadden	Legal Assistant III
Tracy Oomen	Legal Assistant III
Angie Rogers	Legal Assistant III

FAMILY COURT DIVISION

Erin Dewey	Legal Assistant III
Jennifer Rasch	Legal Assistant III

DIGITAL EVIDENCE DIVISION

Elissa Chapa	Legal Assistant IT Specialist
Mallory Jewell	Legal Assistant IT Specialist
Amber Schuster	Legal Assistant IT Specialist
Kristina Sherman	Legal Assistant IT Specialist
Vacant	Legal Assistant IT Specialist

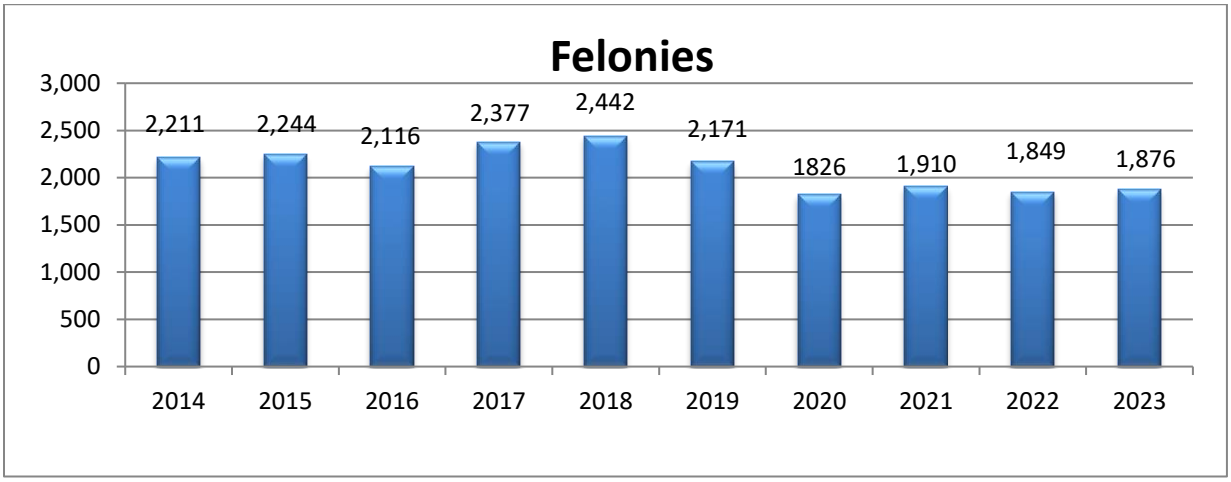
VICTIM ASSISTANCE UNIT

Ashlie Boerma	Victim Advocate
Emily Hills	Victim Advocate
Lacey Schaut	Victim Advocate
Vacant	Victim Rights Assistant
Q	Canine Advocate

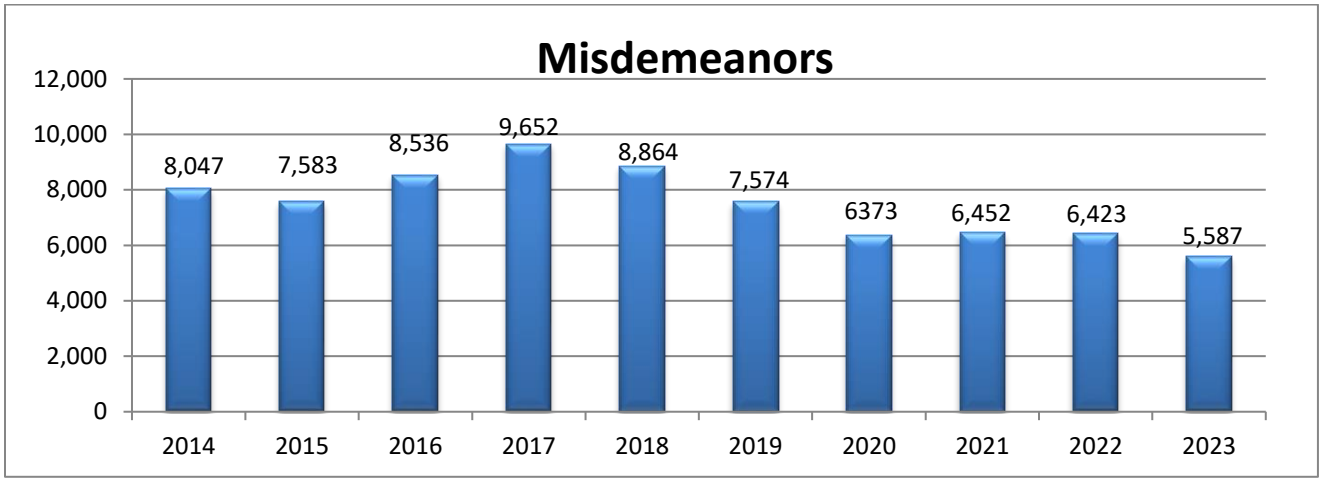
DOMESTIC ASSAULT UNIT

Jennifer Gustafson	Violence Intervention Officer

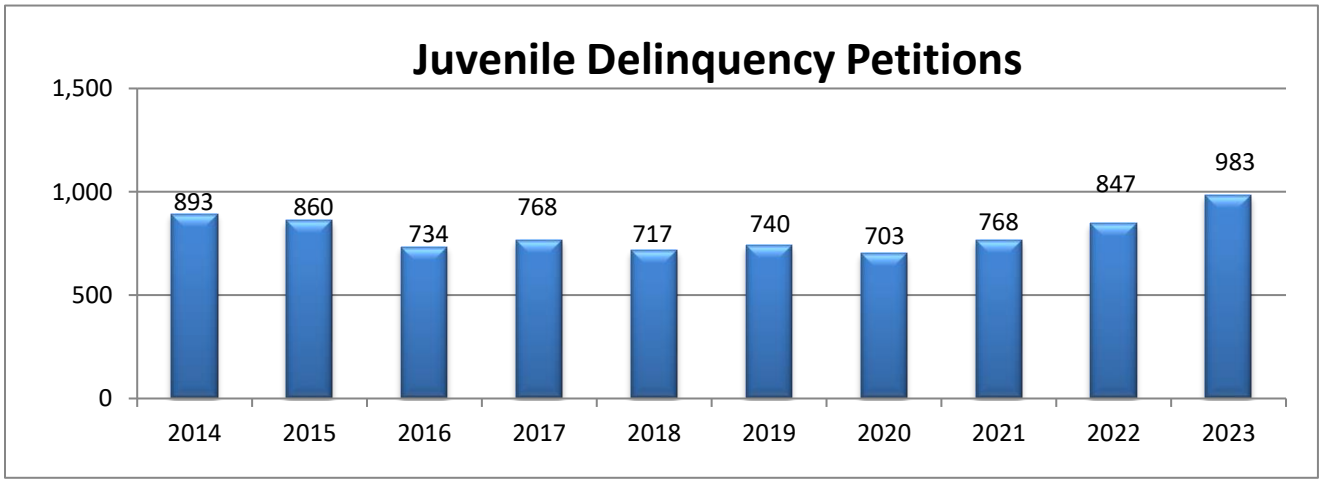
CRIMINAL CASELOAD



Adult Felony Cases: **2022:** 1,849 **2023:** 1,876 1.5% increase

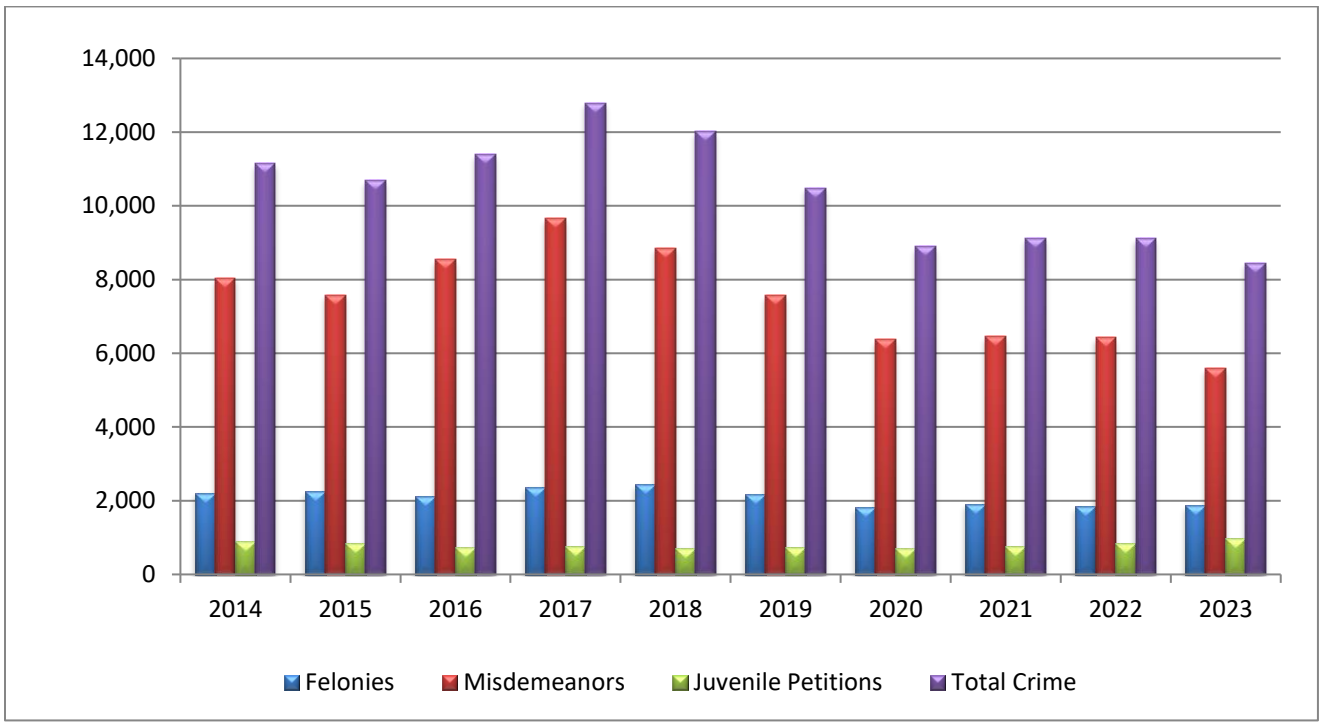


Adult Misdemeanors: **2022:** 6,423 **2023:** 5,587 13.0% decrease



Juvenile Delinquency: **2022:** 847 **2023:** 983 16.1% increase

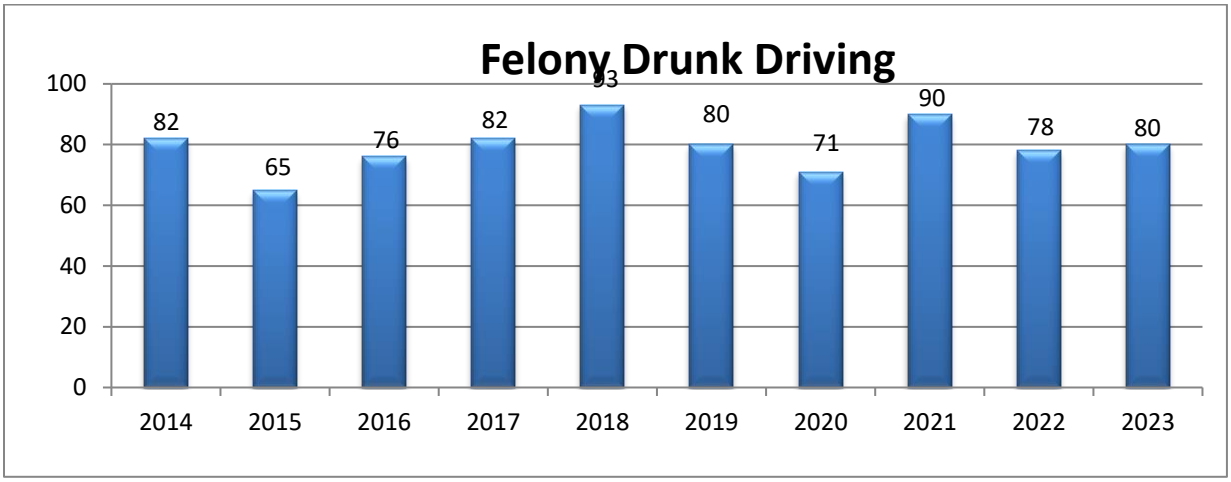
TOTAL CRIME STATISTICS



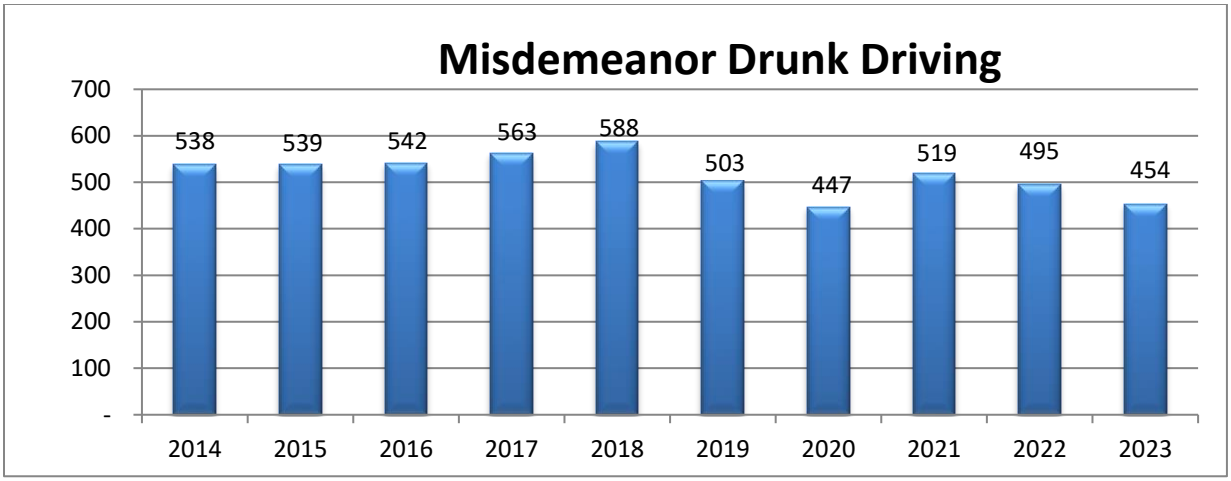
Total Crime (combined): **2022:** 9,119 **2023:** 8,446 7.4% decrease

CRIME CATEGORIES

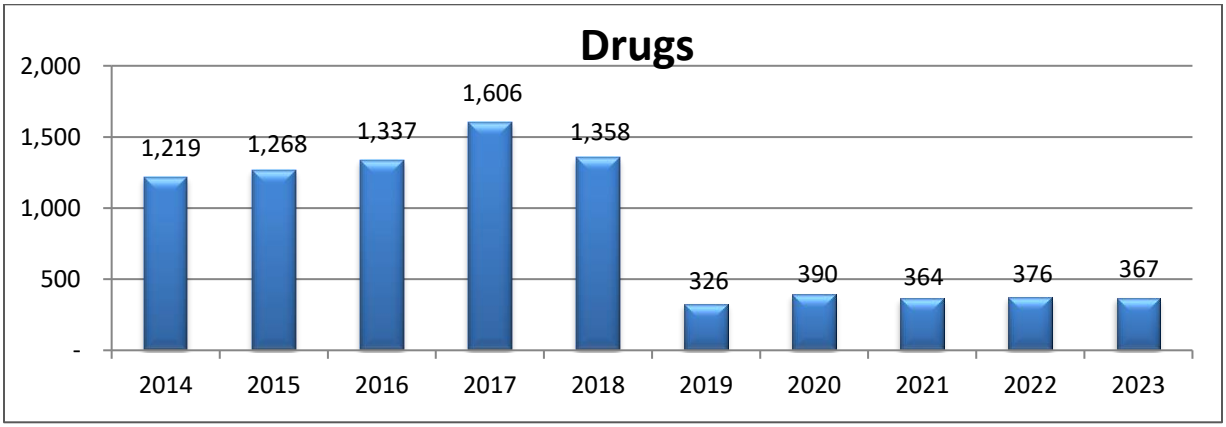
All categories reported new filings for juvenile and adult crime data, with the exception of Felony and Misdemeanor Drunk Driving, which is reported for adult only.



Felony Drunk Driving: **2022:** 78 **2023:** 80 2.6% increase



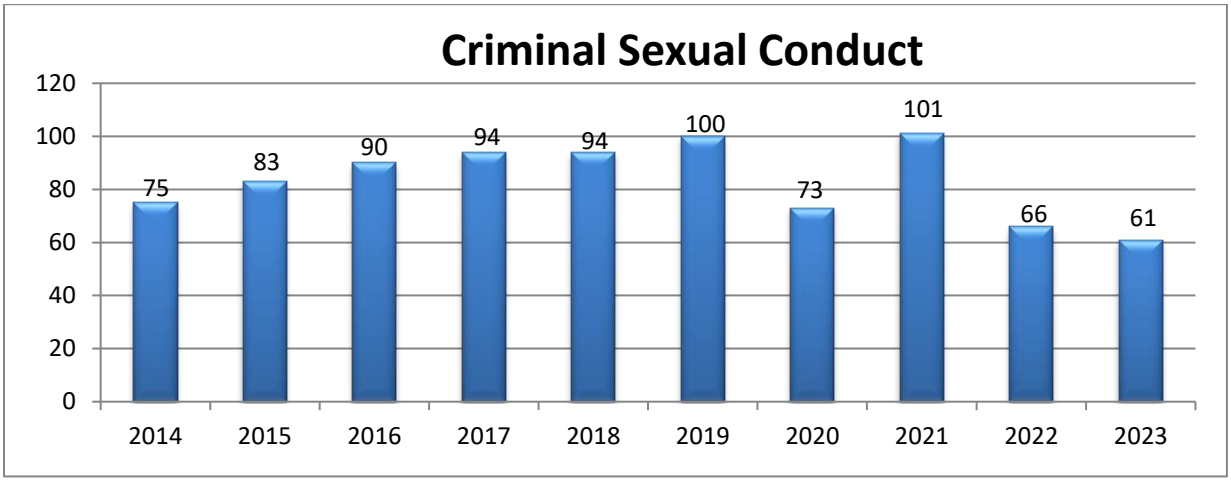
Misdemeanor Drunk Driving: **2022:** 495 **2023:** 454 8.3% decrease



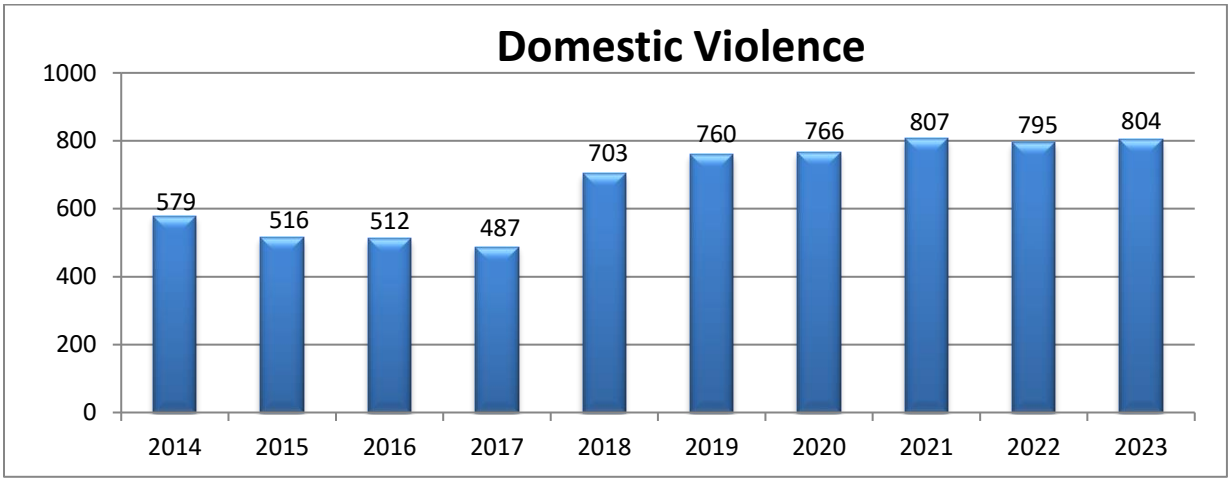
Drug Cases: **2022:** 376 **2023:** 367 2.4% decrease

*Marijuana was legalized in Michigan in November 2018.

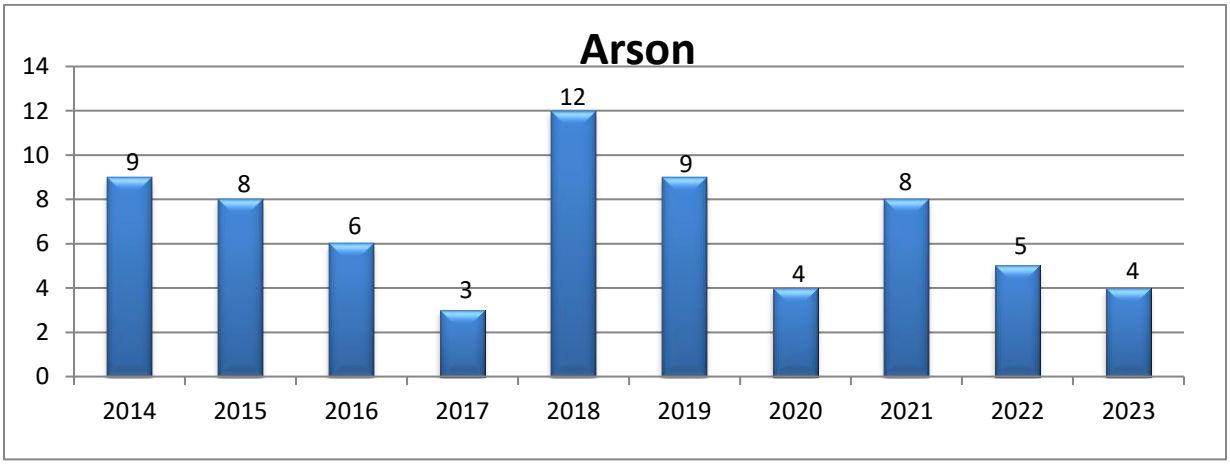
CRIME CATEGORIES CONTINUED



Criminal Sexual Conduct: **2022:** 66 **2023:** 61 7.6% decrease

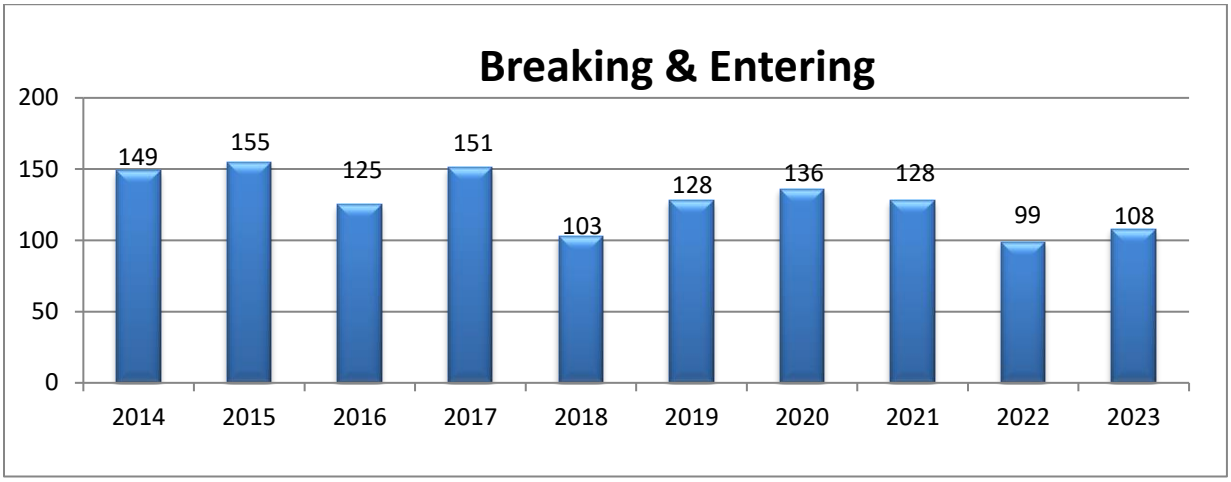


Domestic Violence: **2022:** 795 **2023:** 804 1.1% increase

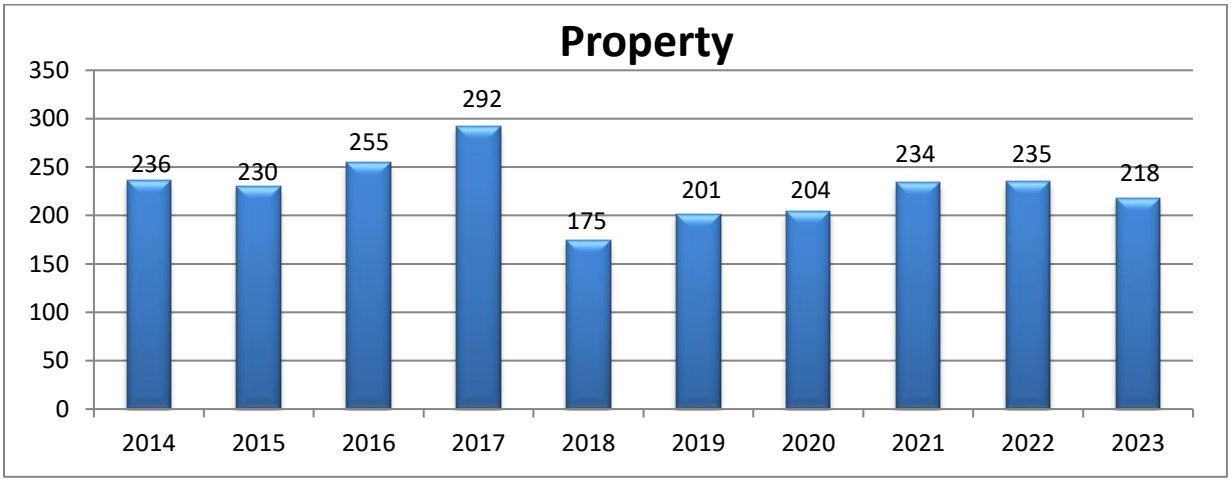


Arson: **2022**: 5 **2023:** 4 20.0% decrease

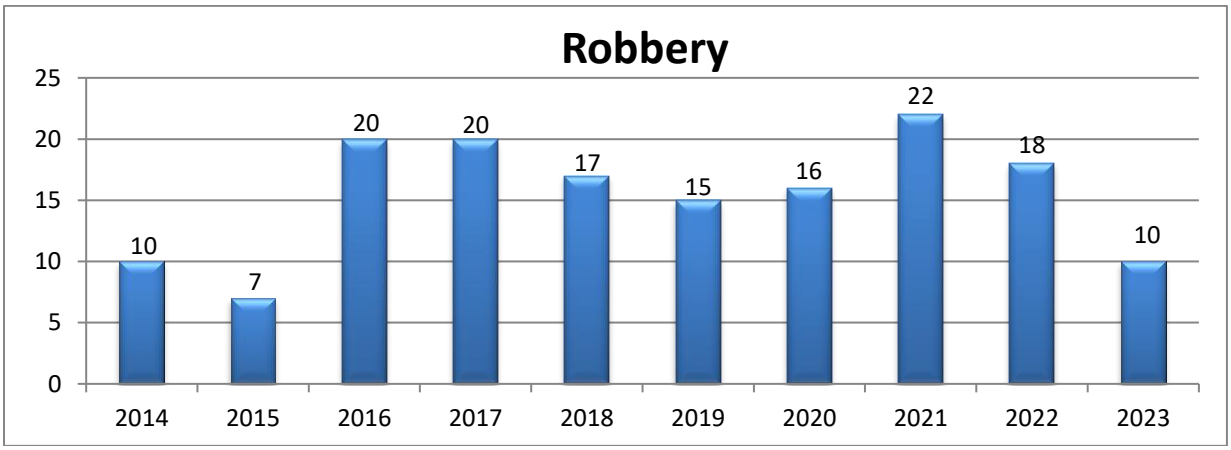
CRIME CATEGORIES CONTINUED



Breaking & Entering: **2022**: 99 **2023**: 108 9.1% increase

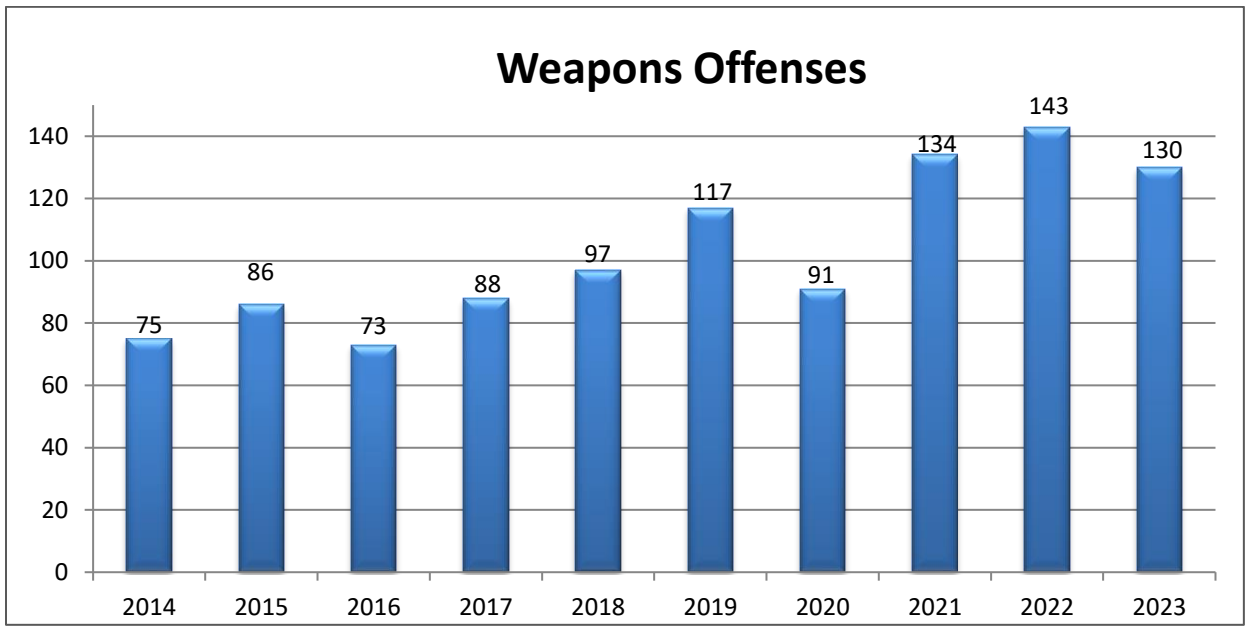


Property: **2022:** 235 **2023:** 218 7.2% decrease

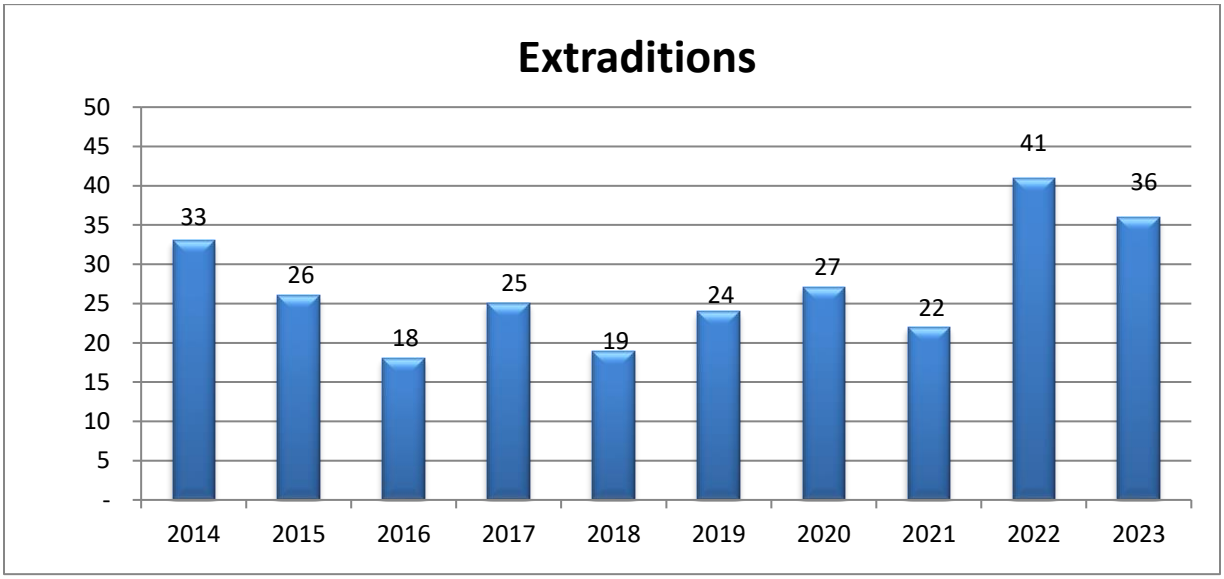


Robbery: **2022:** 18 **2023**: 10 44.4% decrease

CRIME CATEGORIES CONTINUED

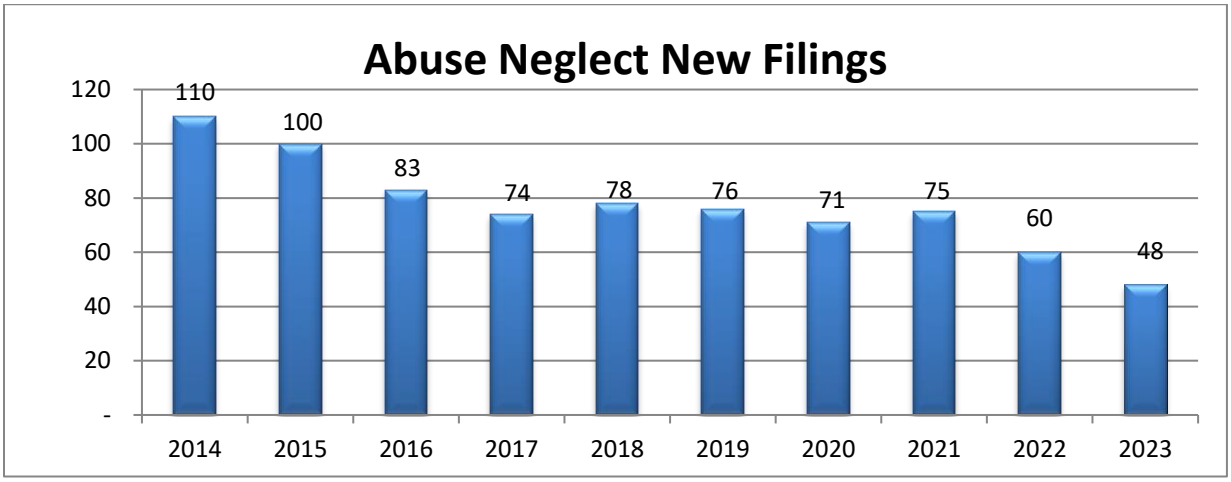


Weapons Offenses: **2022:** 143 **2023**: 130 9.1% decrease



Extraditions: **2022:** 41 **2023:** 36 12.2% decrease

ABUSE NEGLECT CASES



Abuse Neglect Cases: **2022**: 60 **2023**: 48 20.0% decrease

PPO VIOLATIONS RECEIVED FOR REVIEW

*Stats beginning in 2018 with the creation of the PPO Workflow in OnBase.

PPO Violations Reviewed: **2022**: 211 **2023**: 269 27.5% increase

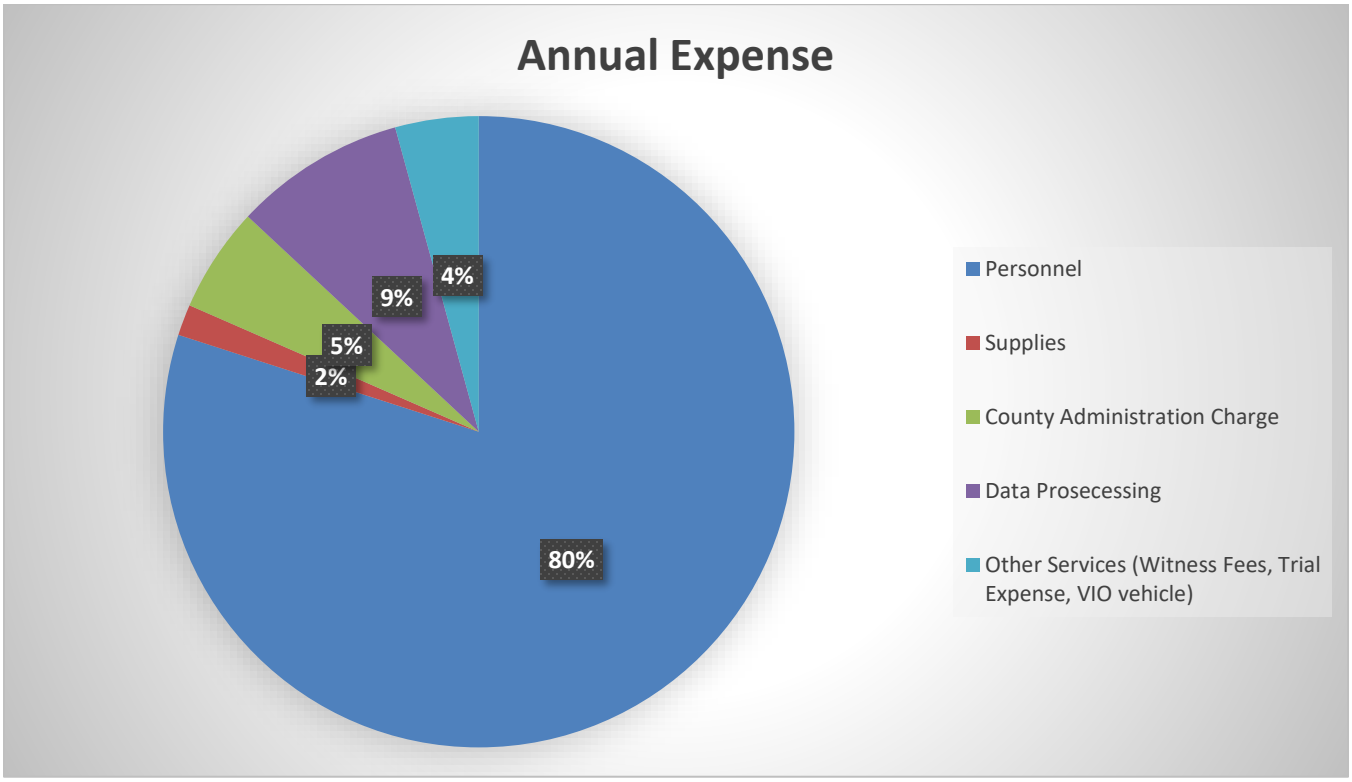
*In October 2023, The prosecutor's office determined that there was no legal authority based on the statute to review PPO violations and stopped reviewing them. We still facilitate hearings upon the filing of a violation from law enforcement or the petitioner.

ADDITIONAL STATISTICS

Category		2022	2023	% Change:
Criminal Division:				
Felony Trials				
	Jury:	28	20	(28.6%)
	Non-Jury:	1	1	No Change
Misdemeanor Trials				
	Jury:	11	13	18.2%
	Non-Jury:	7	10	42.9%
Civil Infraction Non-Jury Trials		1003	838	(16.5%)
Family Division:				
Abuse/Neglect	Jury:	0	0	No Change
	Non-Jury:	39	37	(5.1%)
Appeals Filed:		19	23	21.1%
Applications for Leave to Appeal:		36	16	(55.6%)
Appeals Pending Decision:		12	14	16.7%
Parole Reviews:		80	95	18.8%
Crime Victim's Rights				
Felony		746	674	(9.7%)
Misdemeanor		1,097	1,266	15.4%
Juvenile		386	511	32.4%
Extraditions (Governor's Warrants):		0	0	No Change
Contested Mental Hearings & Guardianship Hearings:		61	48	(21.3%)
Civil Infractions:		13,643	10,304	(24.5%)
Formal Hearings		67	52	(22.4%)
Driver's License Restoration Hearings		21	20	(4.8%)
Violation of Personal Protection Order Hearings:		55	62	12.7%
Requests for Warrant Authorization:		8,078	7,610	(5.8%)
Denied / Further Investigation		2,223	2,187	(1.6%)
Authorized		5,855	5,423	(7.4%)
Juvenile Petitions Requests for Authorization:		3,321	3,014	(9.2%)
Screenings for Specialty Courts for Legal Eligibility:				
District Court Section 1090		22	56	154.5%
District Court Sobriety Court		83	61	(26.5%)
Circuit Court Recovery Court		76	83	9.2%

BUDGET

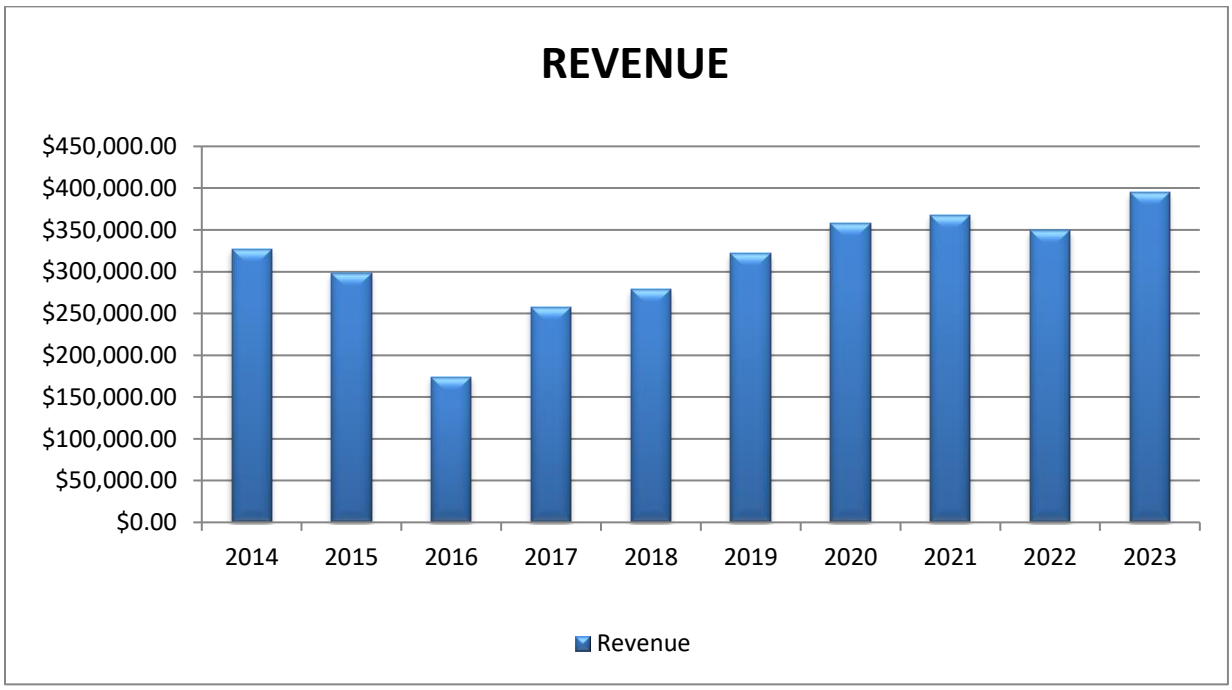
Annual Expenses 2023



Total Budget:	**2022**	**2023**	**% change**
Annual total:	$5,218,616	$4,741,176	(9.1%)

REVENUE

The Prosecutor's office revenue consists of state funding via grants, contracts, and cost reimbursement. Services include Crime Victim's Rights, legal services provided to the Department of Human Service in child abuse and neglect matters, food stamp fraud prosecution, driver's license hearings for the Secretary of State, and legal services for Allegan County cases pending in the 58th District Court in Holland (venue: Holland City, Allegan County). The County also bills offenders convicted of Operating While Intoxicated and other specified offenses for reimbursement of prosecution costs pursuant to county ordinance.



Revenue:	2022	2023	% Change
Annual Total	$349,405.48	$394,860.20	13.0%

Prosecutor Revenue	2022	2023
Crime Victim's Rights	$250,415.00	$265,922.79
DHS Contract	49,504.67	69,923.49
Allegan Reimbursement	13,331.25	14,460.00
Driver's License Hearings	0.00	15,080.00
Food Stamp Fraud	374.99	0.00
OWI Reimbursement	35,779.57	29,383.92
Miscellaneous	0.00	90.00
Total Revenue:	**$349,405.48**	**$394,860.20**

The activities and programs of this department are brought to you by the members of the Ottawa County Board of Commissioners.

District 1	Gretchen Cosby
District 2	Chris Kleinjans
District 3	Doug R. Zylstra
District 4	Jacob Bonnema
District 5	Chairperson Joe Moss
District 6	Kendra Wentzel
District 7	Rebekah Curran
District 8	Vice-Chairperson Sylvia Rhodea
District 9	Roger Belknap
District 10	Roger A. Bergman
District 11	Allison Miedema

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Administration
Submitted By:	Justin Roebuck
Agenda Item:	20th Circuit Court and Ottawa County Probate Court 2023 Annual Report

Suggested Motion:

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

Summary of Request:

N/A

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

20TH JUDICIAL CIRCUIT COURT AND OTTAWA COUNTY PROBATE COURT

ANNUAL REPORT 2023

EMBRACING CHANGE FOR A BETTER TOMORROW

JON A. VAN ALLSBURG
CHIEF CIRCUIT JUDGE
FAMILY DIVISION / BUSINESS COURT

JON HULSING
CIRCUIT JUDGE – TRIAL DIVISION

KENT D. ENGLE
CIRCUIT JUDGE – FAMILY DIVISION

KAREN J. MIEDEMA
CIRCUIT JUDGE – TRIAL DIVISION

MARK A. FEYEN
CHIEF PROBATE JUDGE – FAMILY DIVISION

PAUL F. KRAUS
CIRCUIT JUDGE – FAMILY DIVISION

STATE OF MICHIGAN

TWENTIETH JUDICIAL CIRCUIT COURT
OTTAWA COUNTY PROBATE COURT

SUSAN M. FRANKLIN, JD
CIRCUIT COURT ADMINISTRATOR

May 8, 2024

Ottawa County Board of Commissioners
12220 Fillmore Street
West Olive, Michigan 49460

Dear Chairperson Moss and Commissioners:

As Chief Judges for the 20th Circuit Court and the Ottawa County Probate Court, it is our pleasure to present the 2023 Annual Report, summarizing the achievements, challenges, and strategic initiatives that have shaped our courts' progress. The past year has been a testament to our collective dedication to justice and an unwavering commitment to uphold the principles that define the foundation of our judicial system. As we reflect on the milestones we've reached, it becomes evident that our journey has not only been about maintaining our standard of excellence but also about embracing change for the betterment of our court and the community we serve.

In the face of evolving societal dynamics, technological advancements, and legal landscapes, it is imperative that we, as custodians of justice, remain proactive in adapting to these changes. The theme of this year's annual report, "Embracing Change for a Better Tomorrow," encapsulates our vision for a resilient and forward-looking judiciary that meets the demands of our county and our citizens. The significant changes and challenges facing the courts this year included:

1. Technology Upgrade: The courts worked to prepare for a successful transition to JIS, a new case management system to replace our aging AS400 system.
2. Community Outreach: The courts implemented a strategic legal kiosk program, placing kiosks throughout Ottawa County to allow for better engagement with our community.
3. Professional Development: Ongoing training and development opportunities allowed our judicial officers and staff to stay abreast of legal developments and best practices.
4. Structural Enhancements: The courts prepared for transitions both in job duties and in location, as the courts await the finale to a long planning and construction process for the Family Justice Center.

As we navigate these changes, we are confident that our court will emerge stronger and more resilient. We extend our sincere appreciation to each member of our court family for their dedication and hard work. Together, let us continue to uphold the principles of justice and build a judiciary that not only adapts to change but thrives in its embrace.

Very truly yours,

Hon. Jon A. Van Allsburg
Chief Judge, 20th Judicial Circuit Court

Hon. Mark A. Feyen
Chief Judge, Ottawa County Probate Court

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The 20th Judicial Circuit and Ottawa County Probate Courts 2023 Annual Report

The Best is Yet to Come

Typically, each year the Annual Report for the Circuit and Probate Courts focuses on a theme selected by the Courts for their All-Staff Meeting. For 2023, we chose the theme of "The Best is Yet to Come," highlighting the many changes the Courts had and are continuing to experience, while also striving to recognize the efforts of our staff to adapt to those challenges.

The Courts began their strategic planning initiative in 2005 and have reviewed and generated a new Strategic Plan about every three years since. Our current Strategic Plan provides renewed inspiration and guidance as the Courts continue the important work of "doing justice – one case at a time". Specific strategic focus areas include Improving the Court User Experience (Access, Services, Programs); Improving the Employee Experience (Inclusion, Satisfaction, Well-being); Efficient Court Operations; and Funding, Resources, and Facilities. The significant work of this Strategic Planning Team, led by the Chief Judges and Court Administrator, is important evidence of how seriously the Courts evaluate and improve upon our past performance.

Our Strategic Planning Team members have considered several future scenarios and are using the many lessons learned during the pandemic, together with updated trends analysis and stakeholder survey data in this revitalization of the Courts' Strategic Plan. To put our plans into place with fidelity, we have formed several smaller strategic planning teams to focus on particular issues identified in our Strategic Plan. Teams are focusing on increasing access to justice for non-English speakers, effective onboarding of new court employees, and assessing and increasing our effective use of technology, to name a few.

Many other projects were also worked on during 2023 – we continue to work toward a new case management system to meet the requirements of the state and court alike. We have been participants in the construction of the new Family Justice Center, to ensure the fiscal responsibility and functionality of this new building.

Everyone worked together to maintain case processing, court hearings, collections, provision of treatment services, great public service, and much needed support for co-workers. Despite constantly changing rules and new duties, our employees have consistently risen to the occasion. The rule of law has been safeguarded in Ottawa County and the effective administration of justice continues.

Judicial Officers

The 20th Judicial Circuit and Ottawa County Probate Court Judges

"Judges are like umpires. Umpires don't make the rules. They apply them. The role of an umpire and a judge is critical. They make sure everybody plays by the rules. But it is a limited role. Nobody ever went to a ballgame to see the umpire." – Supreme Court Chief Justice John Roberts

The role of a judge within a court system is one of great importance, embodying the essence of justice, impartiality, and the application of law. Serving as the ultimate arbiter of disputes and the guardian of the rule of law, judges play a multifaceted role that is integral to the functioning of a fair and just legal system.

At its core, the primary function of a judge is to serve as an impartial adjudicator. They are expected to remain neutral and detached from external influences, ensuring that their decisions are based solely on the merits of the case and the principles of justice. This impartiality is fundamental to upholding public trust in the judiciary and safeguarding the integrity of the legal system.

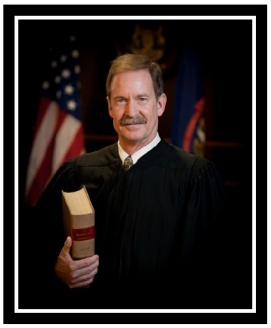
Furthermore, judges act as procedural overseers, ensuring that court proceedings are conducted in accordance with established rules and standards of due process. They manage courtroom proceedings, rule on evidentiary matters, and ensure that all parties are afforded a fair opportunity to present their arguments and evidence. By maintaining order and fairness in the courtroom, judges uphold the principles of procedural justice and protect the rights of litigants.

Beyond their roles as adjudicators and procedural overseers, judges also serve as guardians of the broader principles of justice, equality, and the rule of law. Through their decisions, judges contribute to the development of legal principles and the evolution of societal norms. Their rulings set precedents that guide future cases and shape the trajectory of legal doctrine. Moreover, judges have a duty to uphold the fundamental rights enshrined in our Constitutions, safeguarding individuals' liberties and ensuring equality before the law.

The Circuit and Probate Courts in Ottawa County are fortunate to have a learned and collegial group of elected judges. The Probate Court has one judge who handles all probate cases and assists the Circuit Court with Family Division cases, as well as presiding over the Ottawa County Recovery Court. The Hon. Jon A. Van Allsburg and the Hon. Mark A. Feyen have been appointed by the Michigan Supreme Court to serve as Chief Judge of the Circuit Court and Probate Court, respectively. The Hon. Jon H. Hulsing serves as Chief Judge Pro Tempore of the Circuit Court.

In 2023, we welcomed a fifth Circuit Court judge. Hon. Paul F. Kraus was elected in November of 2022 and took office in January of 2023, filling a new seat created by the state legislature. The caseload analysis performed in 2019 showed a need for 10 judges between the Circuit, Probate and District Courts in Ottawa County, which were served by only nine judges. Ottawa County also had the highest ratio of population to circuit court judge among the ten largest counties in Michigan at 72,623 to 1. Moreover, each circuit and probate court judge in Ottawa County was estimated to be spending 2,891.92 hours working on 2019 case filings, or an average of 55.6 hours per week. This level of work was not sustainable over time. With the support of Ottawa County, the Michigan legislature approved the new seat, and Judge Kraus was elected to an eight-year term.

Jon A. Van Allsburg, Chief Judge, 20th Circuit Court



Judge Van Allsburg graduated from West Ottawa High School and Central Michigan University. He attended Detroit College of Law (now Michigan State University College of Law) and graduated with honors. After practicing law for two years in Oakland and Wayne counties, he moved back to Holland and joined what became Coupe, Van Allsburg & Pater, P.C. He practiced in the areas of family law, civil and criminal litigation, estate planning, real estate, and business law. In addition to practicing law, he taught business law for several years at both Hope College and Grand Valley State University.

In 2004, Van Allsburg ran for the newly created fourth seat in the 20th Circuit Court. He won the election, becoming the first judge in this judicial position. He handles Family Division cases and business court matters, and until 2021 handled administrative appeals and appeals from the district court. In November 2016, Van Allsburg was appointed Chief Judge by the Michigan Supreme Court. He is a past president of the Michigan Judges Association and is a member of the State Bar of Michigan Judicial Council.

Mark A. Feyen, Chief Judge, Ottawa County Probate Court

Judge Feyen is the Chief Judge of the Ottawa County Probate Court. In this capacity, he handles cases involving decedent estates, guardianships, conservatorships, and the mentally ill. He hears cases in the Family Division consisting of juvenile delinquency, abuse/neglect, adoptions, and name changes. He also presides over the Ottawa County Recovery Court.

Feyen is a lifelong resident of West Michigan. He received his Bachelor's degree from Calvin College and graduated from the College of Law at the University of Illinois in 1980. He then practiced law with the Grand Haven firm, Scholten Fant. Following private practice, he joined the Ottawa County Prosecutor's Office and specialized in child welfare cases. He was elected to the Probate bench in November 1988.

Jon H. Hulsing, Chief Judge Pro Tempore, 20th Circuit Court

The Honorable Jon Hulsing has served as judge for the 20th Circuit Court in Ottawa County, Michigan since 2006. His docket consists of both criminal and civil cases. He has been the Chief Judge Pro Tempore since 2016. In 2018, he was elected by all of Michigan's circuit court judges to be a representative on the Judicial Tenure Commission which investigates allegations of judicial misconduct. He now serves as the Commission's Chairperson.

In addition to six years of private law practice, Judge Hulsing served as an Assistant and Senior Assistant Prosecutor in Ottawa County from 1995 to 2006. In 1983, he began his public service career as a deputy with the Ottawa County Sheriff's Office and then as a patrolman with the Wyoming Police Department. He previously served as a member and committee co-chair of the Michigan Judges Association. He graduated *summa cum laude* with a Juris Doctorate from Thomas M. Cooley Law School and has a Bachelor of Science degree from Grand Valley State University. In 2020, he became one of only 22 national commissioners with the Commission on Accreditation for Law Enforcement Agencies (CALEA) which establishes best practices for law enforcement agencies.

Kent D. Engle, Judge, 20th Circuit Court

Judge Engle graduated from Zeeland High School in 1972. He earned a Bachelor's degree in Political Science from Taylor University, graduating in 1976. In 1979, he received his Juris Doctorate upon graduation from the University of Detroit School of Law.

After graduation from law school, Engle returned to Zeeland and established a solo law practice. Engle served Ottawa County as an assistant prosecuting attorney from 1988 until 2010. He handled cases ranging from traffic citations to homicides. In November 2010, Engle was elected to the Circuit Court bench. He began serving as judge on January 1, 2011, with a diverse Family Division docket, including domestic relations, juvenile, and child welfare cases.

Karen J. Miedema, Judge, 20th Circuit Court

Judge Miedema earned her Bachelor's degree in Criminal Justice from Ferris State University. In 1982, Miedema received her Juris Doctorate from Wayne State University Law School.

After graduating from law school, Miedema began her career as an assistant prosecuting attorney in Oakland County, handling the criminal prosecutions of misdemeanor and felony cases. Then, Miedema moved back to west Michigan and worked as an associate attorney in civil litigation for Smith, Haughey, Rice, and Roegge in Grand Rapids. In 1989, Miedema returned to work as an assistant prosecuting attorney, this time in Ottawa County. Miedema was elected to serve as Judge of the Twentieth Judicial Circuit Court by the Ottawa County voters after Judge Edward R. Post's retirement at the end of 2016. Miedema hears felony criminal cases, general civil cases, and divorce cases.

Paul F. Kraus, Judge, 20th Circuit Court

Judge Kraus became Ottawa County's fifth Circuit Court Judge on January 1, 2023. Judge Kraus serves in the Family Division of the Circuit Court and his docket includes adoptions, child neglect/abuse cases, juvenile delinquency, divorce/custody, personal protection orders, and other domestic matters. Judge Kraus was appointed by the State Bar Association of Michigan to a task force devoted to the promotion of professionalism and civility in the practice of law.

Prior to his election, Judge Kraus worked for the Ottawa County Prosecutor's Office, serving as a senior assistant prosecuting attorney as well as the family unit division director. In that capacity, he advocated for protecting children with a docket of neglect and abuse cases and a felony child abuse caseload. Kraus provided legal representation to the Ottawa County Department of Health and Human Services and served on the Ottawa County Child Death Review Team. Prior to his Ottawa County employment, Kraus was an Assistant Attorney General for the Iowa Department of Justice for nearly ten years. Judge Kraus has Bachelor of Arts and Bachelor of Science in Education degrees from Drake University and a Juris Doctorate degree from The University of Iowa.

Caseload Trends

The following caseload trends provide some context for the daily activity of the Circuit and Probate judges. Additional statistical details are contained in the Trial Division, FOC, Juvenile Court and Probate Court sections of this Annual Report. Overall caseloads were stable during the past several years; however, once the COVID pandemic hit in March 2020, regulations restricting courthouse access and "stay at home" protective orders resulted in a significant reduction in the overall 2020 caseload. In 2021, our caseload numbers slowly began to return to their pre-pandemic state. In 2022 and 2023, caseloads seem to have stabilized, including the juvenile docket, which added 18-year-olds in 2022.

TABLE 1: CIRCUIT COURT CASELOAD TREND https://www.courts.michigan.gov/courts/trial-courts/[1]

TRIAL DIVISION	2019	2020	2021	2022	2023	% Change (2022-2023)
Appeals	43	50	58	54	55	+1.9%
Criminal	969	750	818	776	806	+3.9%
Civil	386	301	304	388	431	+11.1%
Total Trial Division Filings	**1,398**	**1,101**	**1,180**	**1,218**	**1,293**	**+6.2%**

FAMILY DIVISION (Includes FOC and Juvenile Court)	2019	2020	2021	2022	2023	% Change (2022-2023)
Divorce	1,030	851	914	867	935	+7.8%
Other Domestic Relations	602	511	504	519	533	+2.7%
Personal Protection Orders	665	661	680	660	657	-0.1%
Delinquency (does not include Probation Violations)	740	655	745	847	981	+15.8%
Juvenile Traffic	32	49	23	107	1	-99.1%
Child Protective	88	71	75	59	54	-8.5%
Adoptions	120	100	98	102	111	+8.8%
Misc. Family	125	102	119	143	122	-14.6%
Total Family Division Filings	**3,402**	**3,000**	**3,172**	**3,304**	**3,396**	**+2.8%**
Grand Total Filings and Reopened Cases	**4,800**	**4,101**	**4,352**	**4,522**	**4,689**	**+3.7%**

TABLE 2: PROBATE COURT CASELOAD TRENDS

OTTAWA COUNTY PROBATE COURT CASELOAD TRENDS	2019	2020	2021	2022	2023	% Change (2021-2022)
Estates, Trusts	414	344	505	464	471	+1.5%
Civil, Other	17	12	8	18	17	-0.2%
Guardians	232	177	212	226	232	+2.7%
Conservators	45	47	51	56	56	0%
Civil Commitments	405	457	433	410	489	+19.3%
Grand Total Filings and Reopened Cases	**1,113**	**1,037**	**1,209**	**1,174**	**1,265**	**-+7.8%**

[1] For additional caseload information, visit: http://courts.mi.gov/education/stats/Caseload/Pages/default.aspx.

Historical Roster
Ottawa County Circuit Court Judges

EPAPHRODITUS RANSOM 1836 – 1838

CHARLES W. WHIPPLE 1839 – 1848

EDWARD MUNDY 1848 – 1851

GEORGE MARTIN 1851 – 1857

LOUIS S. LOVELL 1858 – 1858

FLAVIUS J. LITTLEJOHN 1859 – 1867

MOSES B. HOPKINS 1868 – 1869

AUGUSTINE H. GIDDINGS 1869 – 1873

JOHN W. STONE 1874 – 1874

DAN J. ARNOLD 1874 – 1892

HANNIBAL HART 1892 – 1892

PHILIP PADGHAM 1893 – 1911

ORIEN S. CROSS 1912 – 1929

FRED T. MILES 1930 – 1947

RAYMOND L. SMITH 1948 – 1972

CHESTER A. RAY 1967 – 1970

WENDELL A. MILES 1970 – 1974

JAMES E. TOWNSEND 1973 – 1990

GEORGE R. CORSIGLIA 1974 – 1974

CALVIN L. BOSMAN 1975 – 2010

WESLEY J. NYKAMP 1991 – 2006

EDWARD R. POST 1993 – 2016

JON A. VAN ALLSBURG 2005 – present

JON H. HULSING 2006 – present

KENT D. ENGLE 2011 – present

KAREN J. MIEDEMA 2017 – present

PAUL F. KRAUS 2023 – present

Historical Roster
Ottawa County Probate Court Judges

EDMUND H. BADGER 1838 – 1839

DR. TIMOTHY EASTMAN, II 1839 – 1843

WILLIAM HATHAWAY, JR 1844 – 1856

AUGUSTUS W. TAYLOR 1857 – 1864

GEORGE B. PARKS 1865 – 1868

EDWARD BOLTWOOD 1869 – 1870

EDWIN BAXTER 1870 – 1872

SAMUEL L. TATE 1873 – 1884

CHARLES E. SOULE 1885 – 1892

JOHN VAN BUREN GOODRICH 1893 – 1901

EDWARD P. KIRBY 1901 – 1916

JAMES J. DANHOF 1917 – 1932

CORA VANDE WATER 1933 – 1948

FREDERICK T. MILES 1949 – 1976

JACK A. VANDE BUNTE 1977 – 1988

MARK A. FEYEN 1989 – present

Attorney Referee Activity

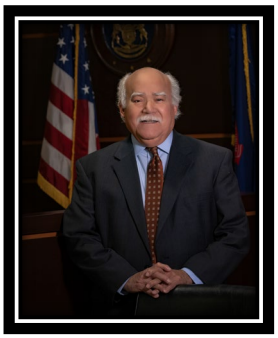
The Circuit Court Attorney Referees are judicial hearing officers who are cross trained to conduct hearings in the Family Division, including domestic relations hearings and juvenile delinquency and child protective proceedings. Based on the assigned docket, Attorney Referees hear testimony and recommend orders in a variety of Circuit Court Family Division cases.

Delinquency and child protective petitions are scheduled for preliminary hearings shortly after filing. Domestic relations hearings are typically scheduled within three to four weeks after filing. The Court employs three full-time Attorney Referees. The Court contracts with an experienced Attorney to serve as a substitute referee, as well as using the Friend of the Court to serve as a substitute referee to provide docket coverage when needed.

Generally, Attorney Referees conduct 3,000-4,000 judicial hearings every year, playing a significant role in the 20th Circuit Court's efforts to maintain excellent caseflow management. Administering justice by ensuring all parties have their "day in court" and providing timely decisions on matters as important as child support, parenting time, appropriate consequences for delinquent behavior, and more is how the Court's Attorney Referees provide direct service to the public and assist the elected judges with their caseloads.

As Judicial Officers, the Attorney Referees also hear neglect and abuse cases to alleviate some strain on the judges' dockets. Most referee hearings were conducted virtually via Zoom in 2023. Attorney Referee David Macias retired from his position on December 31, 2023.

Peter Armstrong, Jr.
Attorney Referee



David V. Macias
Attorney Referee

Erin M. Magley
Attorney Referee

Jennell L. Challa
Substitute Referee

Joseph P. Kozakiewicz
Substitute Referee

Family Division (Grand Haven)

TABLE 3: REFEREE HEARINGS IN GRAND HAVEN

DOMESTIC/CIVIL PROCEEDINGS	2019	2020	2021	2022	2023	% Change (2022-2023)
Support Hearings	480	296	260	304	371	+22.0%
Parenting Time Hearings	369	255	255	295	352	+19.3%
Pro Confesso Divorce Hearings	108	129	63	187	71	-62.0%
Paternity Arraignment/Support Hearings	613	544	475	380	272	-28.4%
Total Family Division Domestic/Civil Referee Hearings	**1,570**	**1,224**	**1,053**	**1,166**	**1,066**	**-8.5%**

Family Division/Juvenile Court (West Olive)

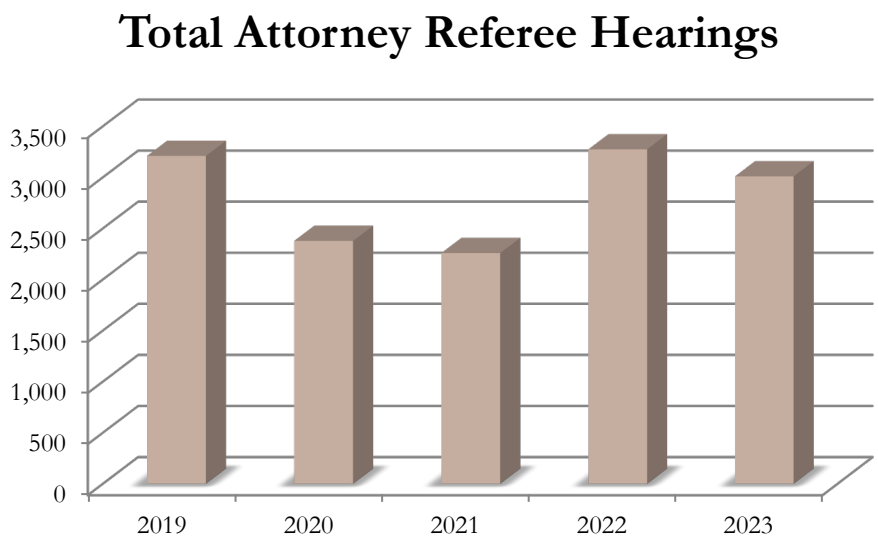
TABLE 4: REFEREE HEARINGS IN JUVENILE CASES

DELINQUENCY PROCEEDINGS	2019	2020	2021	2022	2023	% Change[8] (2022-2023)
Preliminary Hearings	192	172	280	282	250	-12.8%
Pre-Trial Conferences	580	464	382	549	677	+18.9%
Pleas of Admission/No Contest Hearings	75	58	60	59	63	+6.3%
Original Disposition Hearings	201	222	143	217	266	+18,4%
Dispositional Review Hearings	307	426	96	135	253	+46.7%
Consents/Holds/Other	109	80	97	70	72	+2.8%
Saturday Preliminary Hearings	14	13	28	19	23	+17.4%
CHILD PROTECTIVE PROCEEDINGS	**2019**	**2020**	**2021**	**2022**	**2023**	**% Change[8] (2022-2023)**
Preliminary Hearings	80	83	264	385	315	-22.2%
Adoption Release/Consent/Emancipation/ Emergency Removal/Other	81	56	34	16	24	+33.3%
Total Family Division/Juvenile Court Referee Hearings	**1,639**	**1,153**	**1,205**	**2,108**	**1,943**	**-8.5%**

TABLE 5: TOTAL ATTORNEY REFEREE HEARINGS

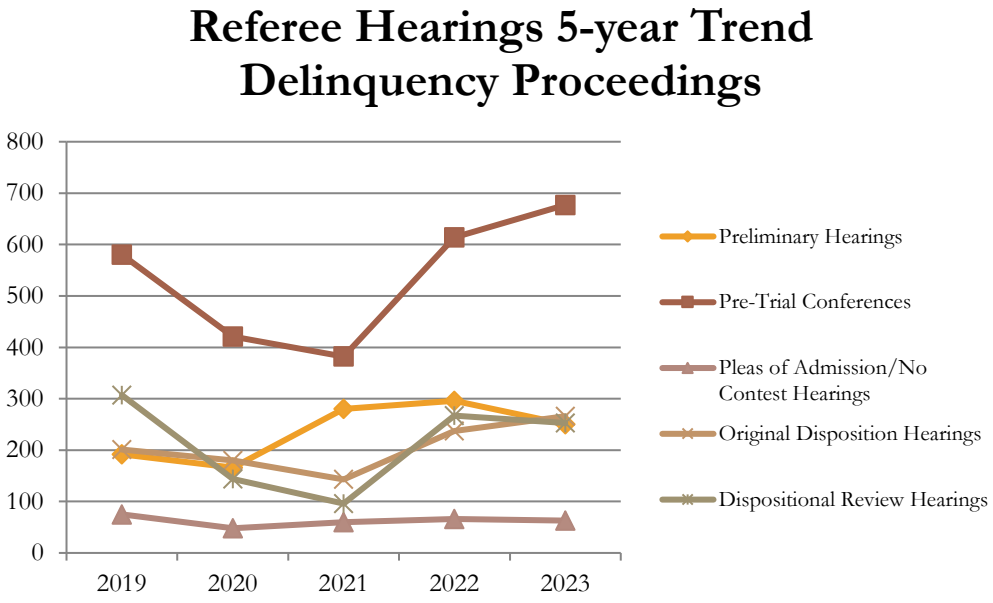
ATTORNEY REFEREE HEARINGS	2019	2020	2021	2022	2023	% Change[8] (2022-2023)
Grand Total	**3,209**	**2,377**	**2,258**	**3,274**	**3,009**	**-8.1%**

FIGURE 1: REFEREE HEARINGS – 5-YEAR TREND, TOTAL



The five-year delinquency proceedings trend line shown below demonstrates the ability of the Court to resolve numerous juvenile cases through the effective use of pre-trial conferences. This requires well prepared prosecutors, defense counsel, juvenile court officers and the availability of evidence-based programs which are part of a substantial continuum of care in Ottawa County.

FIGURE 2: REFEREE HEARINGS – 5-YEAR TREND, DELINQUENCY PROCEEDINGS

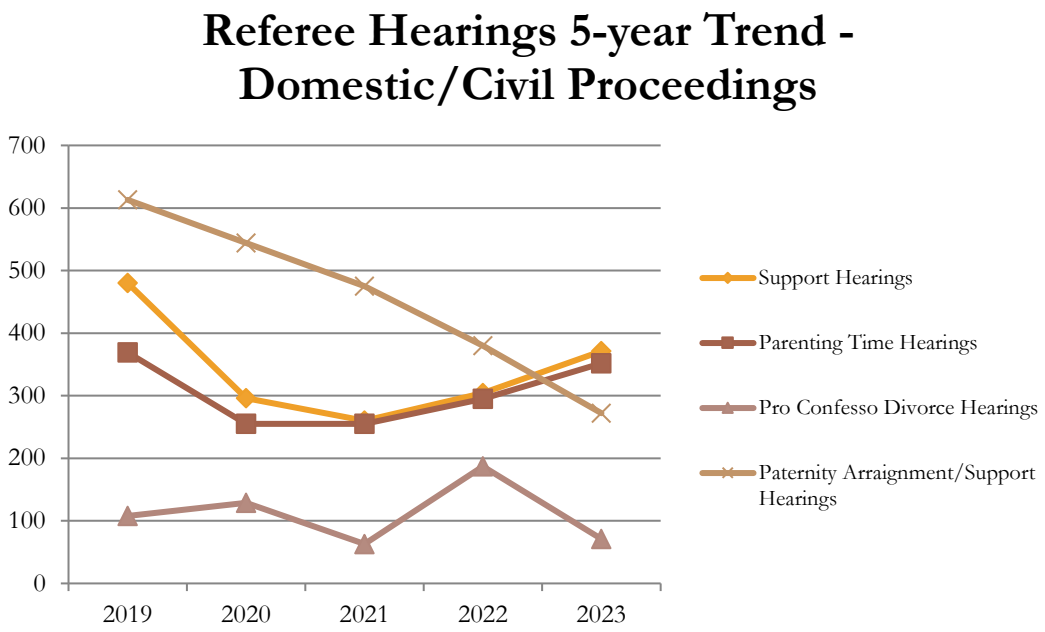


The competing trends noted in Figure 2 below show four major areas of Attorney Referee hearings which are primarily conducted in the Ottawa County Courthouse in Grand Haven. During the past five years there has been a notable decline in repeated child support hearings, which suggests existing court orders are being properly followed and there are fewer significant changes in circumstances

[2] Due to changes in data tracking, Dispositional Review Hearings appear to increase significantly in 2018.

requiring modification of existing support orders. There are many possible reasons for this trend; however, improvements in the general economy and the reduction in unemployment rates, along with the CARES Act (Coronavirus Aid, Relief, and Economic Security Act) funding to assist families during the pandemic, are likely contributing factors. The trend lines for hearings on parenting time disputes and uncontested divorces have been relatively stable during the past five years; however, the paternity hearings seemed to have leveled off after experiencing a sharp increase in 2019. This is due in part to more active management of paternity establishment cases by the Friend of the Court staff and their ability to conduct paternity DNA tests at the courthouse.

FIGURE 3: REFEREE HEARINGS – 5-YEAR TREND, DOMESTIC/CIVIL PROCEEDINGS



Court Administration

All judges, particularly the chief judge, are responsible for the administration of the court. In effect, the judges are a board of directors; the chief judge is the chairman of the board, and the court administrator is the executive officer responsible for executing policies adopted by the board.

Effective court administration is essential for guaranteeing access to justice for all citizens, regardless of their background or socioeconomic status. By managing court resources, schedules, and processes, court administrators help streamline proceedings, reduce backlogs, and ensure cases are heard in a timely manner.

Moreover, court administration plays a pivotal role in promoting transparency and accountability within the legal system. Through meticulous record-keeping and reporting, administrators provide insights into court operations, enabling stakeholders to identify areas for improvement and address systemic issues. Transparent court administration enhances public confidence in the judiciary, reinforcing the belief that decisions are made impartially and in accordance with the law. Additionally, administrators oversee the implementation of policies and procedures aimed at upholding ethical standards and promoting professionalism among court personnel, fostering an environment of integrity and trust.

In the 20th Circuit and Ottawa County Probate Courts, daily operational management, and oversight of the courts, including supervision of all court employees depicted on the following organizational charts, is conducted by the Courts' Leadership Team, which includes the Court Administrator, Juvenile Court Director, Friend of the Court, Trial Division Director, and Probate Register.

Susan M. Franklin, JD, MPA
Court Administrator

Thom A. Lattig, MS
Juvenile Court Director

Jennell L. Challa, JD
Friend of the Court

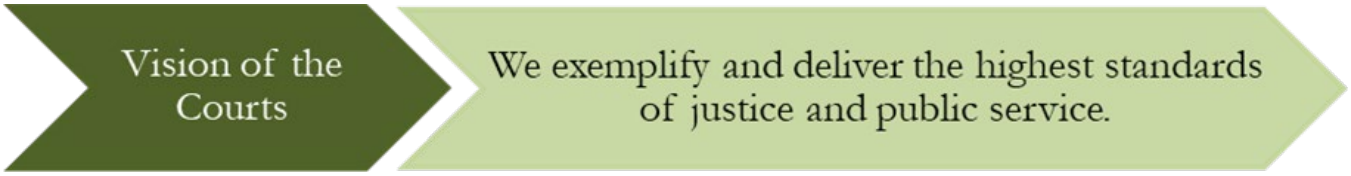
Cheryl L. Zorn, MPA
Trial Division Director

Johanna Wallace, AA
Probate Register

Strategic Planning and Strategic Execution

An important hallmark of high-performance courts is a well-articulated strategic plan and the ability to effectively execute the plan using available resources. The plan for the Circuit and Probate courts in Ottawa County has evolved during the past eighteen years, yet the stability of the courts' mission, vision and core values is a testament to the critical and timeless nature of the guidance they provide. These guideposts have been identified by judges and court employees to demonstrate how the courts' high standards for justice and public service may be operationalized daily.

This mission statement intentionally embodies several of the purposes of courts. The competent administration of justice necessarily includes doing individual justice in individual cases, following procedures and policies that are perceived to be fair, and providing a final resolution of legal disputes. In addition, the courts are dedicated to restoring wholeness to litigants through a variety of evidence-based programs including substance abuse treatment, family counseling, mentoring for youthful offenders, residential programming for girls, and much more. The courts also provide financial relief to crime victims through the collection of court ordered restitution payments. Efforts to inspire public trust include the provision of high-quality customer service, legal self-help options, and the responsible use of public resources to provide judicial services.



To reach this Vision of the Courts, the Circuit and Probate courts are committed to providing leadership in the following manner.

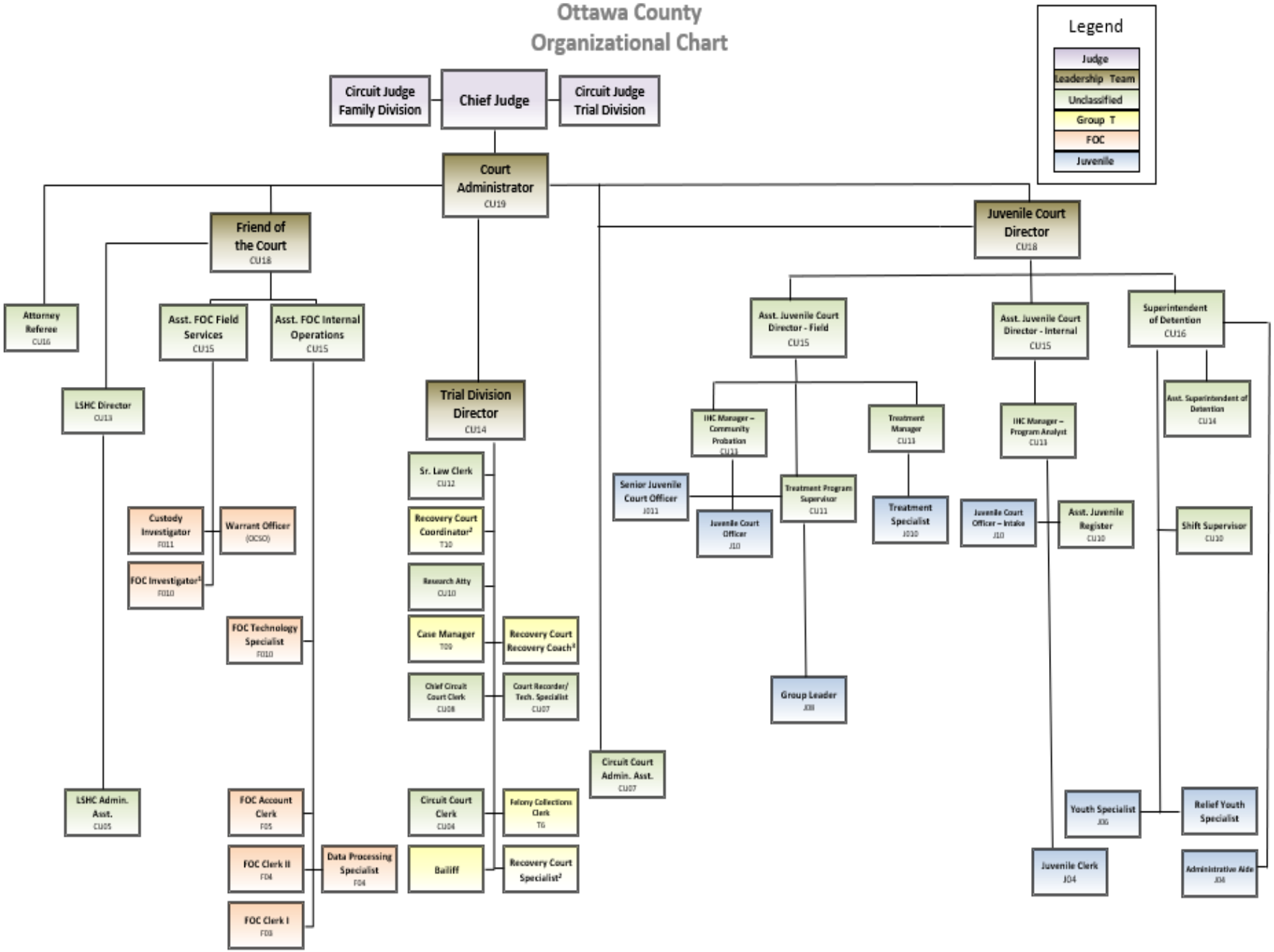
- Providing justice and equal access to all.
- Processing and resolving legal matters quickly, fairly, and efficiently.
- Being nimble and embracing change; responding quickly and effectively to emerging needs and circumstances.
- Providing easy physical and electronic access to services at all court locations; using proven technologies to enhance access, services, and operational efficiencies.
- Using evidence-based and promising practices to achieve effective case and justice outcomes.
- Seeking sufficient funding and resources to meet the needs of the community and court users.
- Developing positive community relations and collaborating effectively with the justice system and community partners.
- Being an "employer-of-choice" with a stellar reputation, attracting highly skilled applicants, and ensuring judicial officers and employees are well-trained, satisfied, and engaged.

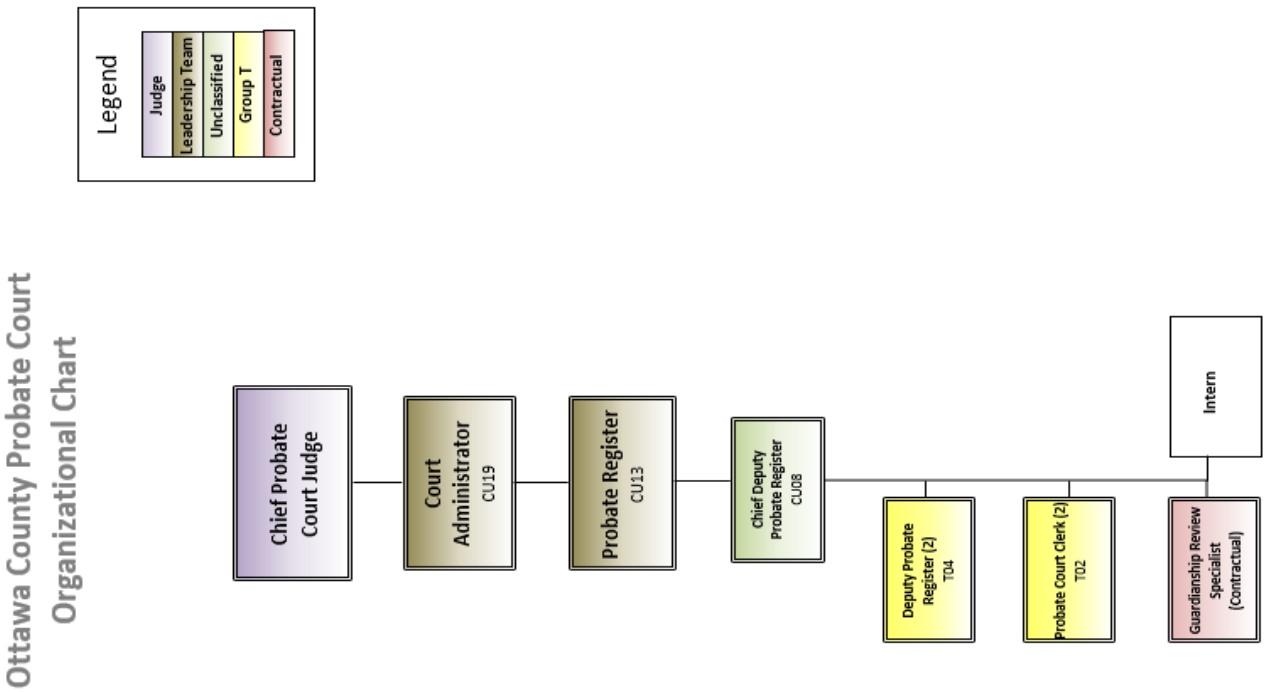
All the efforts discussed above have been identified by judges and court employees to demonstrate how the courts' high standards for justice and public service may be operationalized daily. Clear identification of the courts' mission and vision was a critical first step toward achieving effective strategic execution. It became evident early in the strategic planning process that knowing the goal and what to do to achieve the goal are certainly important, but the goals must be understood and implemented in the relational environment of the courts.

A significant amount of time in the strategic planning process was devoted to identifying the Courts' Core Values. While an emphasis on the "four pillars" of freedom, equality, truth, and justice (also found etched upon the Michigan Hall of Justice at the state capital) might be expected for a court system, our Strategic Planning Oversight Team also chose to focus on values such as empathy, integrity, equity, diversity, and inclusion. Those important words were used to create the outline of a court building, with an open door to represent that our Courts are here to serve the public.

As the third branch of government, courts are both independent and inter-dependent. While individual case decisions are made independently by judicial officers, the administrative operations of the courts require extensive collaboration among all three branches of government, as well as with attorneys, litigants, treatment providers, educators, and more. The development and maintenance of strong partnerships among all stakeholders is further served by the adoption of the courts' core values, as identified above.

20th Circuit Court
Ottawa County
Organizational Chart




Ottawa County Probate Court
Organizational Chart
Legend
Judge
Leadership Team
Unclassified
Group T
Contractual
Chief Probate Court Judge
Court Administrator CU19
Probate Register CU13
Chief Deputy Probate Register CU08
Deputy Probate Register (2) T04
Probate Court Clerk (2) T02
Guardianship Review Specialist (Contractual)
Intern

Court Wide Continuing Projects

Strategic Planning – Maintaining the Strategic Plan[3], periodically updating and revising goals, objectives, and priority projects, is an important function of court administration. In 2021, the Strategic Planning Team revised the 20th Circuit and Ottawa County Probate Courts' Strategic Plan to ensure court leadership and strategic planning action teams have consistent and reliable direction for court improvements. The most recent review included updated trends analysis, SWOT analysis, surveys of court employees and external stakeholders, and revising the Strategic Focus Areas which will drive innovation until the Courts' next strategic planning update in 2024.

Case Management System Transition – The District and Circuit Courts decided in 2021 to use the State's Justice Information Services ("JIS") case management system and are working to create a smooth transition, expected to be complete in 2024.

Family Justice Center – To provide better coordinated and centralized Family Division services to the citizens of Ottawa County, the Courts and County Administration have been discussing plans to build a Family Justice Center on the Fillmore campus. In time, this Center would support the legislatively mandated concept of "one judge – one family" by bringing together the judges, attorney referees and court staff who handle domestic relations cases, juvenile cases, and child welfare cases. Space limitations currently require these services to be divided between courthouses in Grand Haven and West Olive. The Center will also move frequently used court services closer to the population centers within Ottawa County. Phase I of the project includes a "family friendly" courthouse, Phase II will provide for an updated juvenile detention facility, and Phase III envisions educational and treatment space for the Juvenile Justice Institute. During 2020, Ottawa County conducted extensive contract negotiations with the architects of DLZ and Granger Construction, intending to implement the IPD (Integrated Project Delivery) method of building. Although the pandemic slowed the process, the building design phase was substantially completed in 2021, and groundbreaking occurred in 2022. The courthouse is expected to be substantially complete in 2024.

Electronic Filing (e-filing) of Court Documents – The Circuit Court and the Ottawa County Clerk/Register's Office were early adopters of e-filing technology and subsequently were selected as one of five pilot counties for the Michigan Supreme Court e-filing project. Throughout 2021, court and clerk personnel continued to work with the State Court Administrative Office and ImageSoft, Inc. to establish a fully functional e-filing portal, providing attorneys and litigants with the opportunity to remotely file documents in established cases. Toward the end of 2018, the Ottawa County Probate Court was selected as the test site for the statewide probate court "standard solution." The standard solution was subsequently launched for most Probate Court filings. As the acceptance of e-filing technology grows, this innovation will provide great access to the courts and increase public trust and confidence in the judicial branch of government.[4] In fact, the first major test of this technology was during the COVID pandemic when e-filing became a primary access point for the courts. Since

[3] https://www.miottawa.org/Courts/Probate/pdf/2021-2024_StrategicPlan.pdf
[4] https://mifile.courts.michigan.gov/

the project was already underway, the Circuit and Probate Courts were able to remain open and continue operations, while many other trial courts in Michigan were forced to temporarily close to the public.

Courthouse Security – At the Ottawa County Courthouse in Grand Haven and the Family Division/Probate courthouse in West Olive, two staff teams have been meeting on a regular basis to review and update Site Emergency Plans, discuss relevant courthouse security issues, and collaborate on viable solutions to defined problems. The team consists of representatives from the Courts, the Sheriff's Department, County Clerk/Register's office, and related offices. Since these security teams have been formed, they have achieved many accomplishments, including:

- Updating Site Emergency Plans and conducting several table-top exercises
- Coordinating emergency drills with the Sheriff's Department
- Reviewing key card access to the buildings
- Reviewing and revising the West Olive incident report procedures

During 2023, the Courts continued to participate in security improvements through staff emergency planning teams and with the County CPTED (Crime Prevention Through Environmental Design) activities, including participation in an active assailant drill.

Public Education – Throughout each year the courts are actively engaged in a variety of public education efforts. School groups occasionally toured the courthouses and the Juvenile Detention Center where they learned about court process, observed judicial hearings, and were exposed to a variety of evidence-based programs. In addition, numerous presentations were prepared and delivered on the Juvenile Court, Recovery Court and related substance abuse issues, the role of courts in society, technology applications in the justice system, talent development/talent management, procedural fairness, strategic planning, child support collection strategies, the importance of the US and Michigan constitutions, and much more.

Legal Kiosks – One of the Courts' strategic planning teams applied for and received a grant to purchase and program 11 legal kiosks to be placed throughout Ottawa County. These kiosks are intended to provide for increased accessibility, strong Internet connections and a user-friendly format to allow patrons who are unable to travel to courthouses, or who have inadequate internet access or electronic devices, to access legal services as if they were in a courthouse.

Online Dispute Resolution (ODR) – The 20th Circuit Court began the use of online dispute resolution tools in child support collection matters in 2016, and the successes of that project have led the Court to expand the use of these tools into domestic relations matters. In 2021, parenting time disputes were also handled via ODR. The COVID-19 pandemic has also compelled the rapid growth of virtual hearings, and the courts expect that some of this training and virtual hearing capacity will continue beyond the end of the emergency, giving the court expanded ability to conduct hearings with remote participants.

Court Social Media Presence – Based on preliminary discussions within the Strategic Planning Oversight Team (SPOT), a Court Social Media Committee was established to develop a comprehensive social media policy that would fully comply with SCAO social media standards. Subsequently, court related social media platforms were developed on Facebook, LinkedIn, Instagram, YouTube, and Twitter. The purpose of this effort is to increase public education and awareness of court operations.

Financial Overview

As an independent branch of government, the Courts generate limited revenue but do not operate like a for-profit business. Other than case filing fees established by the state legislature, the public is not charged for many court services, and in cases where there is no ability to pay, fees are waived according to court rule. Instead, the Courts rely on the Michigan Supreme Court to pay for judicial salaries through a legislative appropriation and partially reimburse the County for court-specific operating expenses through the Court Equity Fund. In addition to state reimbursements, the Courts rely heavily on County general fund appropriations to cover the cost of most employees and daily operations.

The Court Equity Fund (MCL 600.151b) was established in October 1996 to provide limited funding for trial court operations. The fund is disbursed quarterly within the state fiscal year to county governments, based on a statutory formula that establishes each county's share. The formula includes two factors: the caseload activity of the circuit and probate courts and the number of judgeships in each county. The first factor, caseload, considers new cases filed for the most recent three years in the circuit and probate courts and compares the county's proportion of these filings for the three years to the total state filings. The second factor compares the number of judgeships within the county to total judgeships for the entire state.

Revenue sources of the Court Equity Fund include state general fund appropriations and multiple sources of restricted revenue that originate from local trial court fees, costs, and assessments. Each payment from the fund within the state fiscal year reflects the revenue deposits to the Court Equity Fund for the preceding quarter. Therefore, quarterly payments will vary, reflecting fluctuations in court revenues received.

The Juror Compensation Reimbursement Fund was created as of January 1, 2003, to provide a source of reimbursement funding to trial courts for legislated increases in juror attendance compensation. Beginning October 1, 2003, jurors were compensated at higher rates (see MCL 600.1344) and trial court funding units are allowed to claim reimbursement biannually from the fund for increased expenses.

Other Court expenses are paid in part by federal Title IV-D funds (Family Division – FOC child support collection); the Michigan Child Care Fund, Title IV-E and Title I funds (Family Division – Juvenile Court programming); state reimbursement for the County Juvenile Officers, and various state and federal grants (e.g., Recovery Court funding). The substantial balance is paid through an appropriation from the Ottawa County general fund.

Legal Self-Help Center

The Legal Self-Help Center (LSHC) supports the work of the courts in Ottawa County by providing individuals with the forms and education necessary to access court services. Once individuals have accessed court services, the self-help center provides support in navigating court processes.

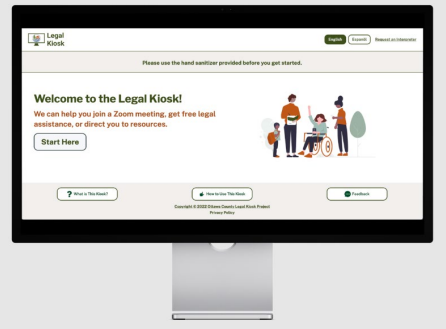
LSHC staff regularly interact with individuals who are interacting with the court for the first time (e.g., divorce and custody cases) and those who have been involved with the court for many years (e.g., child support cases). These individuals are often stressed and working through major life changes. Experienced and knowledgeable LSHC staff provide outstanding customer service and treat court users with respect and compassion. The LSHC staff spend considerable amounts of time with court users to ensure that they understand court processes and their options for moving forward, without giving legal advice.

In 2023, the LSHC logged over 1,500[5] hours of service and navigated more than 3,163 requests for assistance[6]. The LSHC Director and Administrative Assistant provided services in person, by phone, and by email.

Last year, self-represented litigants in Ottawa County filed 458 new divorce cases[7], or around 51% of all new divorce filings[8]. Over 80% of these self-represented filers utilized paperwork from the Legal Self-Help Center[9].

Ottawa County also continued to support eleven kiosks throughout Ottawa County that allow court users to access the court in remote locations. Court users can participate in a court hearing, download, and print court forms, make payments on their case, and e-file documents in their case.

With the Family Justice Center opening in 2024, the LSHC was approved for one additional staff person, a Legal Self-Help Center Specialist. This position is currently funded through a grant from the State Court Administrator's Office focused on the expansion of services for self-represented litigants. The LSHC will have two locations in 2024 to better serve the court users in Ottawa County. The current location in the Grand Haven Courthouse will remain open and a new location will be added in the Family Justice Center in West Olive.



[5] 1500 hours provided by paid staff.
[6] In person = 1853; Phone = 1161; Email = 149
[7] 257 divorces without children (DO) and 201 divorces with children (DM).
[8] Total new divorce filings by self-represented litigants and attorneys were 893.
[9] 369 of 458 self-represented litigants (80%) utilized LSHC paperwork to file for divorce.

Trial Division

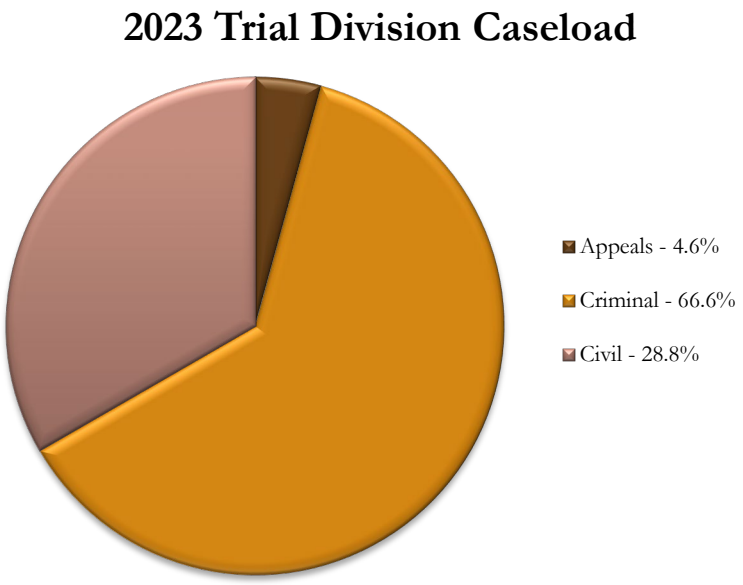
Caseload Facts

The 20th Circuit Court Trial Division (Grand Haven) caseload includes appeals, criminal and civil cases. In addition, the Trial Division handles the domestic relations portion of the Family Division docket.

Throughout 2023, Judge Miedema and Judge Hulsing presided over criminal, civil and personal protection order cases. During most of the year, Judge Miedema also handled 100% of non-domestic personal protection orders, while Judge Hulsing heard the appellate cases. Judge Van Allsburg heard business court cases, a third of the divorce, and 40% of the other domestic relations cases. Judge Engle was assigned a third of the divorce cases, 30% of the domestic relations cases and child protective proceedings. Judge Kraus's new docket consisted of a third of the divorce matters, as well as a portion of the juvenile delinquency cases and child protective proceedings.

As a whole, from 2022 to 2023, the Trial Division caseload increased by 6.2%. The appellate caseload increased by nearly 2%, while the criminal caseload (new filings and reopened cases) increased by nearly 4%. The civil caseload experienced the largest increase, with an 11% increase. The numbers of divorce and domestic relations case filings in the Family Division are also up. Unfortunately, the average complexity and time involved in these cases (particularly in those known as "high conflict" cases) continues to increase as well. The Family Division's caseload as a whole increased 3.7% from 2022 to 2023.

FIGURE 4: 2023 TRIAL DIVISION CASELOAD



Although the Trial Division caseload is distinct from the Family Division caseload, it is important to note that judges and court employees regularly assist with all aspects of the court's important work, even if assigned to a specific court division. For instance, one of the primary criminal and civil judges, Judge Miedema, routinely handled most requests for adult personal protection orders in non-domestic matters, which would otherwise be heard by the Family Division. Likewise, due to the current split of the Family Division between the Grand Haven and West Olive courthouses, Trial Division staff assists Family Division staff with the processing and scheduling of disparate case types. This collaboration and sharing of workloads are a cultural norm in Ottawa County and is reflective of the courts' core values noted above.

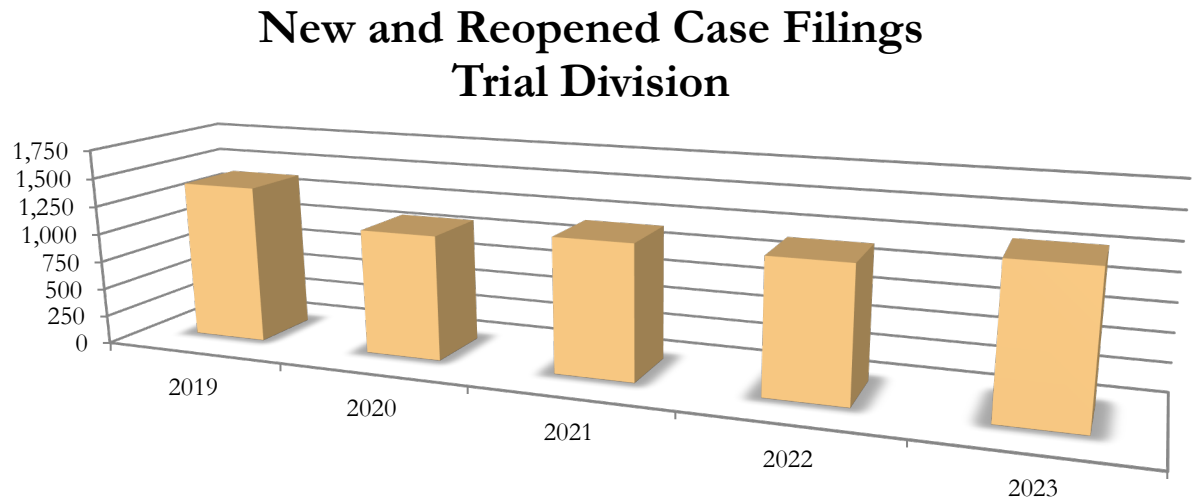


FIGURE 5: TRIAL DIVISION NEW AND REOPENED CASE FILINGS

Jury and Bench Trials Numbers Continue to Rise

The Constitution preserves the right of trial by jury, and the right to a speedy and public trial by an impartial jury.

In 2023, the 20th Circuit Court held 34 jury trials, one more than the previous year. Of those, 28 were criminal trials, three were civil trials, two were juvenile and one was for a probate case. In total, 2,107 jurors were called to serve. The Trial Division also held 49 bench trials in 2023, representing a 58% increase in bench trials over 2022.

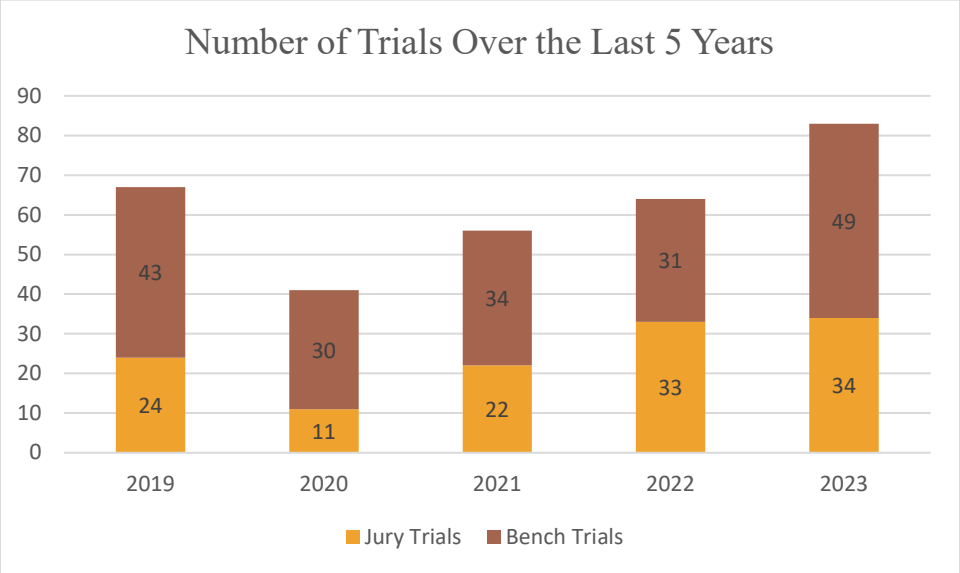


FIGURE 6: JURY AND BENCH TRIALS OVER THE LAST 5 YEARS

Ottawa County Recovery Court
2023 Summary

2023 marked the recovery court's 19th year of operation. The Recovery Court has now accepted over 500 participants, has a 75% graduation rate, and two rigorously designed evaluations have demonstrated with scientific proof that the recovery court reduces recidivism more effectively than incarceration and/or traditional probation for our participant population (73% less likely to be rearrested after 3-years, and a 20% reduction in felony re-arrests over 5-years post-discharge from the recovery court).

We are proud that we have achieved these results while remaining 100% grant funded. We are proud that our team remains composed of agencies and people who volunteer their time and talents to make our recovery court work.

During 2023 we had many accomplishments:

- A record 35 participants graduated recovery court.
- Hired a new peer recovery coach.
- Co-organized Recovery Fest on the Lakeshore during National Recovery Month (September).
- Supported the opening and program planning of the Holland Community Recovery Center, a drop-in center for persons in recovery.
- Hosted sober social events with participants and their family and friends, including disc golf and cornhole tournaments, social outings that included a basketball game and bowling, and pumpkin carving and cookie decorating contest for our participants' children.

Participant Success Story

Participant entered the Recovery Court in spring of 2022, when he was homeless, unemployed, uninsured, no vehicle, financially broke, and lacking access to amenities for daily living (e.g., clean clothing, healthy food, etc.). Compounding this was involvement with family court for unpaid child support, a criminal history with over 15 prior convictions, and a daily methamphetamine addiction that masked a history of significant trauma and undiagnosed mental illness.

The first several months in Recovery Court were rocky to say the least. However, persistent effort on the part of recovery court staff and small incremental changes in behavior by the participant, opened the door for an amazing transformation. Now, only weeks away from graduation, participant has been sober for nearly two years (the longest period of sobriety participant has experienced), mental health is properly diagnosed and managed, has maintained stable employment for over a year, purchased a car, lives independently in an apartment, is active in the recovery community, and independently volunteers to help fellow participants and recovery court staff. Now a graduate of the recovery court, this participant remains in school with a high GPA, has a job, owns a home, and remains in contact with recovery court staff.

Family Division - Friend of the Court (FOC)

Caseload Facts

Throughout 2023, Friend of the Court staff handled a Title IV-D caseload (child support) of 11,239 cases, representing an 8% decrease from 2022. Caseload numbers fluctuate throughout the year based on new filings and cases that close once the child support obligation is fully paid. Historically, the FOC has maintained a caseload of approximately 11,000 cases.

To enforce court orders on these cases, 2,385 show cause hearings were conducted (where parties are ordered to "show cause" why they should not be held in contempt of court for failing to pay their court ordered child support obligation), 851 bench warrants were issued, and over $38 million in child support payments were collected and disbursed to families in need. In addition to these enforcement efforts, staff directly assisted clients by holding 5,592 client meetings in the office or remotely, both on appointment and on a limited walk-in basis. To help ensure child support orders are updated to reflect significant changes in circumstances, staff conducted 2,223 case reviews and recommended child support modifications where appropriate. Based on federal child support performance measures, the 20th Circuit FOC is one of the most effective operations in Michigan, ranking at the top of the 16 largest counties and collecting $7.63 for every dollar spent.

In addition to the child support enforcement efforts of the Friend of the Court, there were 159 cases in 2023 in which the 20th Circuit Court received a petition for a special assessment regarding child custody or parenting time issues. In 57% of these cases, FOC staff were ordered to conduct an extensive investigation and provide the Court with recommendations. Diversion conferences conducted by FOC staff resolved 12% of these cases, saving significant time and resources for all involved. Often, custody investigators are required to appear in court and testify regarding the investigation and their recommendations. In addition to these in-depth child custody assessments, the FOC further supports the Court by providing detailed psychological evaluations in select cases.

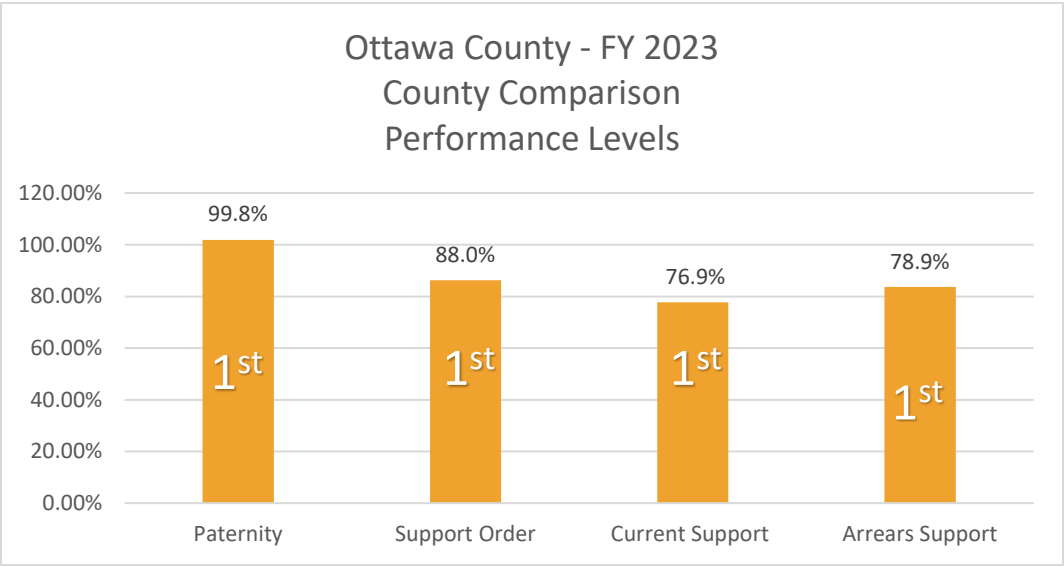
FOC Performance Measures

Child support collection falls under Title IV-D of the Social Security Act. The Friend of the Court office operates as an IV-D agency and a large part of the expense of operating the office (approximately 66%) is reimbursed by Federal funds through a State Cooperative Reimbursement Program (CRP) Contract. **For 2023, the FOC received reimbursement of $3,389,970.51** (federal reimbursement of $3,098,668.95 and the state reimbursement of $291,301.56) to help defray operating costs.

The Friend of the Court office also offsets operating costs by earning incentive dollars based on performance. As set forth in the 1998 Child Support Performance and Incentive Act, the performance of each IV-D agency is measured in five key areas. State child support enforcement programs across the country are measured in Paternity Establishment, Support Order Establishment, Collections on Current Support, Collections on Arrears, and Cost Effectiveness. Medical support enforcement is also measured, and incentives are earned on this factor at a rate of 15% of medical support collections.

When the Friend of the Court office in Ottawa County measures itself against the nine counties with similar sized IV-D programs (caseloads of 10,000 – 34,000 cases), its performance is notable in all areas. This high performance not only helps secure child support for families and children in Ottawa County but results in earned incentive dollars that reduce the amount of Ottawa County general fund dollars needed to fund the program. In 2023, the total Federal incentive dollars earned was $441,366 plus an additional medical incentive of $58,434 (**$499,800 in incentives earned overall**). **Total reimbursements and incentives reduced Ottawa County general fund dollars needed for operating costs by $3,889,770.51 in 2023.**

Additionally, the Friend of the Court's cost effectiveness rate was measured at a collection rate of $7.63 for every dollar spent.



FOC Achievements

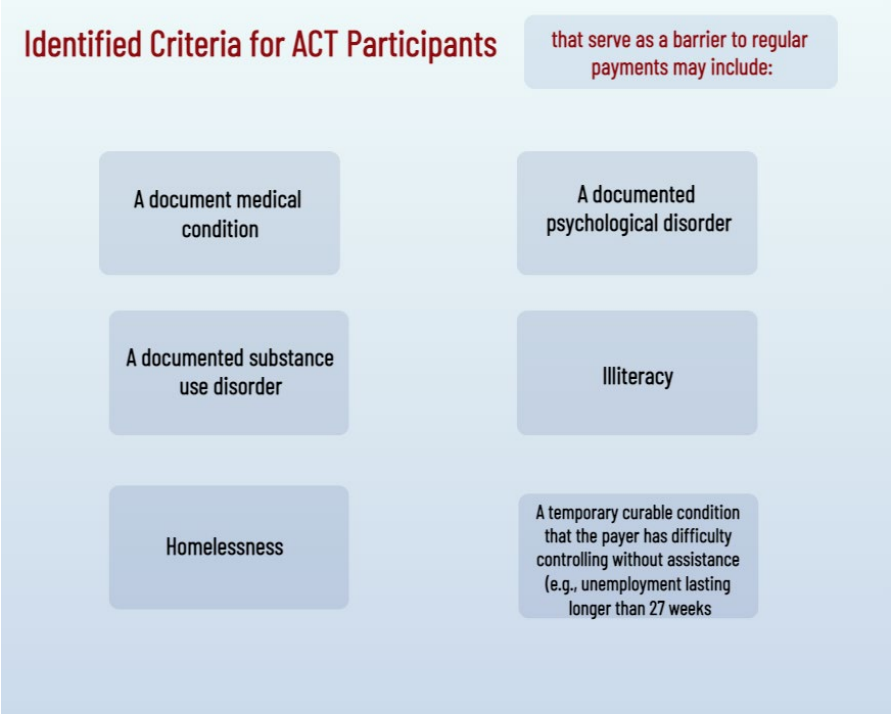
Alternative Contempt Track (ACT) Program

In January 2021, the State Court Administrator's Office approved the 20th Circuit Court's Administrative Order 2021-01 "Alternative Contempt Track Docket" plan.

The Alternative Contempt Track (ACT) docket is a form of problem-solving court available for difficult child support cases. ACT was designed to allow the court an intermediate solution alternative to criminal non-support and/or incarceration as a result of civil contempt for non-payment. ACT participant payers identify specific personal issues that are barriers to their success in meeting their child support obligation and work with a specialized FOC Investigator in creating a case service plan to address barriers. The FOC then collaborates with a variety of county non-profit organizations for services to address each participant's individualized needs.

ACT addresses the needs and challenges of participants in a holistic manner, connecting participants with local services including education, employment, mental health, and substance abuse treatment. ACT participants must volunteer to be in the program, which is one year in duration, with the potential for immediate re-entry.

FIGURE 8: IDENTIFIED CRITERIA FOR ACT PARTICIPANTS



The ACT docket is assigned to Chief Judge Jon A. Van Allsburg who holds hearings for ACT participant cases each month. At these hearings, progress on the court-ordered case service plan is described, participants are recognized for steps toward success and encouraged to continue to make improvements. Case services plans and court orders are modified as needed.

ACT statistics for 2023 include:

- 12 individuals referred to ACT.
  - 9 individuals were unwilling to voluntarily participate in the program.
  - 5 active participants
  - 2 participants were re-admitted for a second year.

2 participants were discharged from the program for non-compliance.
5 individuals actively participating represent a total of 8 cases/dockets.
3 Bench warrants were issued in 2023.

Services received based on qualifying factors.

3 participants received counseling for substance abuse.
3 participants were admitted to substance abuse treatment centers.
2 participants are receiving counseling through Ottawa County CMH
1 participant is receiving counseling from Samaritas.
5 participants received MI Works referrals.
1 participant is receiving adult education services/GED.
1 participant achieved steady gainful employment.
2 participants received housing assistance referrals to Good Samaritans
3 participants received referrals to obtain mobile phones via MDHHS.
1 participant was able to get a primary doctor and receive medical care.
1 participant was able to be referred to a back pain specialist.
1 participant was able to file their tax return.

Payments for 2023
5 participants were ordered reduced payment amounts.
Total monthly charges for all cases were $1,857 for 2023. Monthly payments were reduced to a total of $527 after starting the program.
3 participants began making monthly payments.
$1,069.40 collected from ACT participants.

Challenges faced by ACT program and participants in 2023:
This year FOC had many referrals to the program, but individuals were unwilling to voluntarily participate. The small number of participants who chose to participate received effective services and gained success in many areas of their lives.
Mental health, substance abuse and housing issues have been the biggest challenges for participants to overcome. Although some participants were able to qualify and obtain a housing voucher, they were unable to find affordable housing or were not able to qualify as renters due to poor credit score and criminal record.

ACT Success Story –

One ACT participant was referred to Zeeland Adult Education to work on his GED. He was also referred to READ Ottawa as he had a 3rd grade reading and writing level. He was able to get his reading levels to a 5th grade level and was transferred to a program through Fruitport Public Schools to work on getting a certificate of completion. He is due to complete the program in 2024.

Future program goals:

- Partnerships/collaboration with Michigan Rehabilitation Services
- Program incentives.
- Program visibility in the community.
    - Completion/graduation ceremony
    - Continue to get the word out about ACT to the general public.
    - Media coverage/social presence
- Drug/alcohol testing for those struggling with addiction to go along with treatment.
    - Helps to hold participant accountable to sobriety.
- Peer led group meetings.
    - Empower participants.
    - Networking
    - Special guest speakers/agencies/resources and presentations on various topics as determined by the needs of participants.
- Day program
    - "One stop shop" of community resources/agencies for participants
    - Coordinate with other specialty courts in Ottawa County for collaboration and participant accountability and to avoid duplicate services.
- Continue to change the perception of the Friend of the Court
    - FOC is accessible.
    - FOC is family centered.
    - FOC is helpful.
    - FOC cares about the individual.
- Funding sources to grow program to include up to 10 participants annually.

Family Division - Juvenile Court and Juvenile Detention Center

Caseload Facts

The Juvenile Court and its staff made a concerted effort to ensure appropriate programming was available for delinquent youth, family, caregivers, and related agencies in 2023. To professionally assess and manage delinquency cases, Juvenile Court staff provided a variety of services within the community. The complexity of many cases also remains high, with many youths exhibiting more mental health and substance abuse issues. This change in complexity required a customized approach to the provision of services and, in some cases, more costly residential treatment. Delinquency cases account for 29.9% of the family division caseload and Juvenile Court staff also assist with child protective proceedings and miscellaneous family cases which are handled at the West Olive Fillmore Complex.

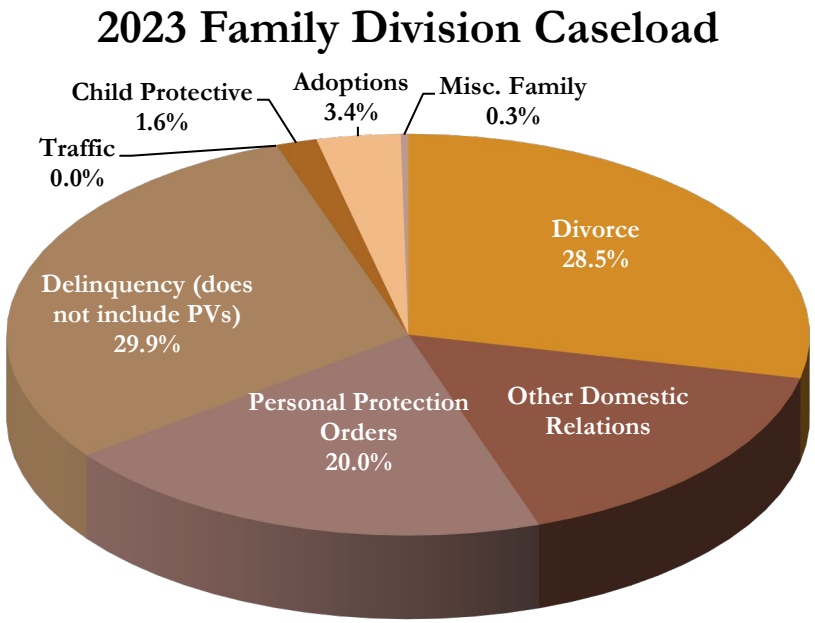
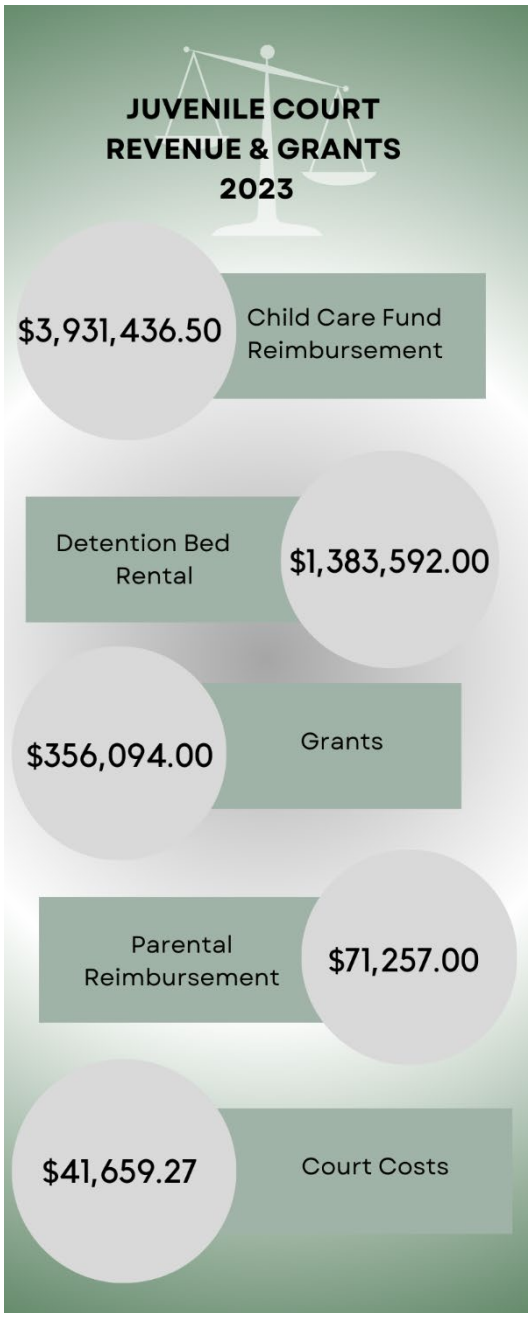


FIGURE 9: 2023 FAMILY DIVISION CASELOAD

Juvenile Court Funding

	FY23 Budget	Actual FY23 Spend	Under Budget By:
General Fund	$1,783,831.00	$1,692,418.29	
Non-Child Care Fund Eligible Expenses	$773,482.50	$731,017.34	
Juvenile Neglect Abuse Placement Costs	$350,000.00	$215,360.16	
Total	**$2,907,313.50**	**$2,638,795.79**	**$268,518**
Juvenile Detention	$3,399,255.00	$3,128,182.98	
Juvenile Delinquency Placement Costs	$501,050.00	$110,583.79	
Juvenile Programming	$936,964.44	$999,165.24	
Juvenile Treatment	$860,258.44	$805,315.17	
Juvenile Probation	$1,471,707.12	$1,457,848.76	
Total	**$7,169,235.00**	**$6,501,095.94**	**$668,139**
FY23 Total Board Approved Budget	$10,076,548.50	$9,139,891.73	$936,656.77

TABLE 6: JUVENILE COURT FUNDING



As a County funded entity, the 20th Circuit, Juvenile Court offsets and recoups operational costs whenever possible utilizing the following strategies:

- Michigan's Child Care Fund provides 50% reimbursement for state eligible costs related to the direct care of, and community-based programming, for juveniles. For youth eligible for Raise the Age (RTA) funding (age 17 at the time a petition is filed), programs and services are 100% reimbursed through a state grant.
- The Ottawa County Juvenile Detention Center (JDC) generates revenue through renting beds to other counties in need of detention or programming for court-involved youth. As the only nationally accredited center in the state, the JDC has a great reputation among the juvenile courts in the state for providing quality care and treatment of their court-involved youth. Thus, at any given time, the Court contracts with as many as 30 counties for bed rental.
- Attorneys are appointed to children and parents in Delinquency and Neglect/Abuse cases when they are unable to afford legal representation. At times, it is necessary for a child to be placed outside the home of his or her parents. The parents of court-involved youth are billed to recoup certain costs expended by the courts for attorneys and/or out-of- home placements.
- The Court is currently utilizing the Child Parent Legal Representation grant to help provide enhanced legal services in Neglect/Abuse cases. One goal of this grant is to expedite permanency and reduce the number of days a youth remains in out of home care.
- The County Juvenile Officer grant offsets the salaries of five Juvenile Court positions.
- The Court is required to assess various costs, including restitution to crime victims, which generates some revenue. In these cases, the fees assessed offset the cost of programs and services offered to court-involved youth.

FIGURE 10: JUVENILE COURT FINANCIALS – FY 2023

Juvenile Detention Center

The Ottawa County Juvenile Detention Center is a 40 bed, 24 hours, 7 days a week facility serving the youth of Ottawa County, and when available, renting beds to other jurisdictions. The Ottawa County Juvenile Detention Center is the only American Correctional Association accredited juvenile detention center in Michigan. Juveniles detained receive education, exercise, and treatment services. In Fiscal Year 2023, for Ottawa County youth in the Juvenile Detention Center:

- Total Number of Intakes: 236
- Unique Number of Youth: 141
- Average Daily Population (Youth): 10
- Average Length of Stay (Days): 15.5

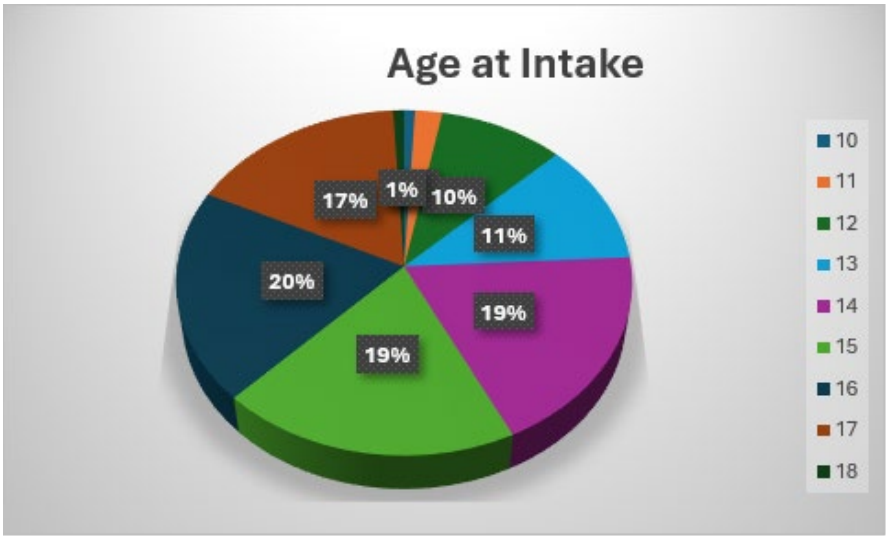


FIGURE 11: JUVENILE DETENTION CENTER: AGE AT INITIAL INTAKE

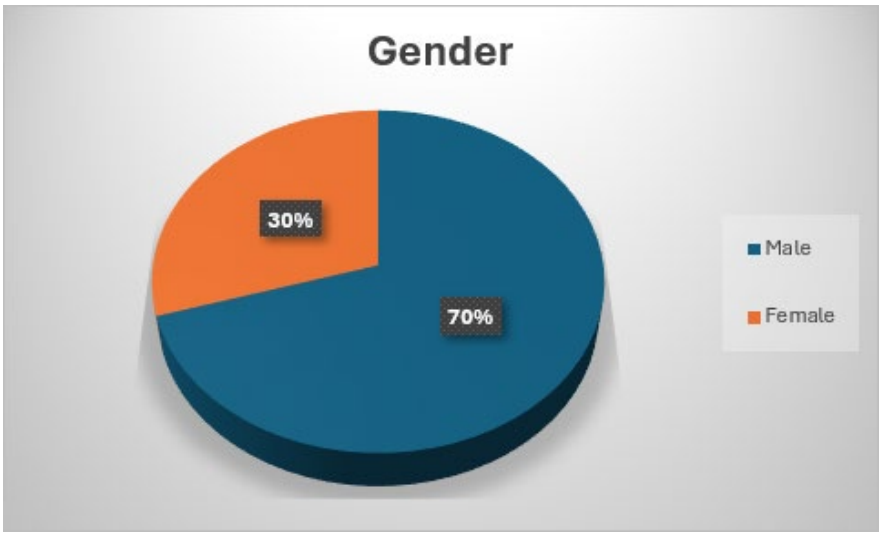


FIGURE 12: JUVENILE DETENTION CENTER: GENDER

Juvenile Court Programs

The 20th Circuit Court, Juvenile Court, offers a continuum of programs and services designed to meet the individual needs of court-involved youth and their families. These programs and services concentrate in the areas of 1) protecting the community; 2) holding the youth accountable; 3) building competency and skills; and 4) specialized/individualized treatment. The programs and services form a continuum, reflecting therapeutic and restorative interventions in the least restrictive environment. Balancing accountability with the understanding that youth are still developing emotionally, mentally, and physically, the court utilizes its court and community services to guide youth in a positive direction and away from a life of criminal behavior.

Educational opportunities, employment initiatives, mentorships, pro-social events, and skill-building activities are all part of the continuum offered to court involved youth. These programs allow youth to develop a sense of belonging and purpose within themselves, their family and community systems. Community involvement plays a pivotal role in the rehabilitation process, so the court collaborates on different initiatives that provide our youth a supportive, learning, and connective environment.

In 2023, the 20th Circuit, Juvenile Court had the following highlights:

The Juvenile Justice Institute, which is a collaborative educational school between the Court and Lighthouse Academy, had two students earn their high school diploma.

Education is a pillar to success for our youth. Providing a safe learning environment that is tailored to their behavioral and educational needs is critical to setting the youth on a life course of success.

Summer programming allowed some of our youth to locally rock climb, fish, ride, and fix bikes, take cooking lessons, and do community service. Providing structured, extra-curricular activities in the local community fosters connection and pride in our youth. The rehabilitation and restorative process is enhanced by community involvement.

In October, the juvenile court held a Fall Festival for youth, parents, and siblings. The event is to promote positive, healthy family fun. The families enjoy an evening of games, decorating pumpkins and baked goods, have dinner, get candy, and participate in a scavenger hunt. Building healthy family bonds is essential to a youth's positive development and the formation of healthy lifelong relationships.

The 20th Circuit, Juvenile Court appreciates its community collaborations as it strives to achieve the ultimate goal of helping our court involved youth grow into responsible and productive members of their community.

Michigan Juvenile Justice Reform

In June of 2021 Governor Whitmer signed Executive Order 2021-6. That order required that a Juvenile Justice Task Force be convened to analyze Michigan's Juvenile Justice system and provide recommendations for changes to state law, policy, and appropriations based on the findings of the task force. Courts were justifiably concerned about a reform effort based on one specific tragic event and additional negative publicity based on partial truths. Many juvenile courts provided excellent service to youth and families, and they had data to indicate the success of their programming. However, rather than resist the opportunity to put ourselves under the microscope, Michigan courts chose to lead the Juvenile Justice Reform effort with an eye toward making good services better. This is really the only way the reform effort could be successful, as Michigan courts employ the experts in many Juvenile Justice matters including best practices in probation supervision, community-based treatment for juveniles, treatment for youths placed out of their homes, juvenile specialty court programming, and strength-based treatment approaches.

On July 18, 2022, Michigan's Task Force on Juvenile Justice Reform, including Juvenile Court Director Thom Lattig, approved a comprehensive blueprint for transforming juvenile justice statewide and the much-awaited priority package of legislative juvenile justice reforms was introduced at the end of May (HB 4625 – 4643) and the bi-partisan bills were signed into law Dec. 12, 2023, by Lt. Gov. Garlin Gilchrist II. The enhanced Child Care Fund reimbursement (75/25) as well as other legislation and court rules will require the use of evidence-based risk/needs screening and assessment tools, mental health screening tools, and detention screening tools.

The Child Care Fund (CCF) was enhanced to focus on establishing a minimum framework of juvenile justice best practices statewide. These best practices will be supported by an increase in the community-based services/supervision reimbursement rate for counties to incentivize and support the development, expansion, and strengthening of community-based services (including diversion-consent calendar) and formal alternatives to detention and incarceration.

Under progressive judicial and court leadership, the 20th Circuit Juvenile Court has employed many of the required changes prior to the reform taking place. Thom Lattig's participation in these reform efforts has highlighted the many best practices already in place in Ottawa County - risk and needs assessment, trauma screening tools, and evidence-based services have been part of the court's continuum of services for 10 years. With his leadership, a detention screening tool will be implemented and services in diversion/consent calendar will be refined to meet future Child Care Fund requirements. The court will work collaboratively with MDHHS, SCAO, and community stakeholders to continue "administering justice, and restore wholeness in a manner that inspires public trust."

Probate Court

Caseload Facts

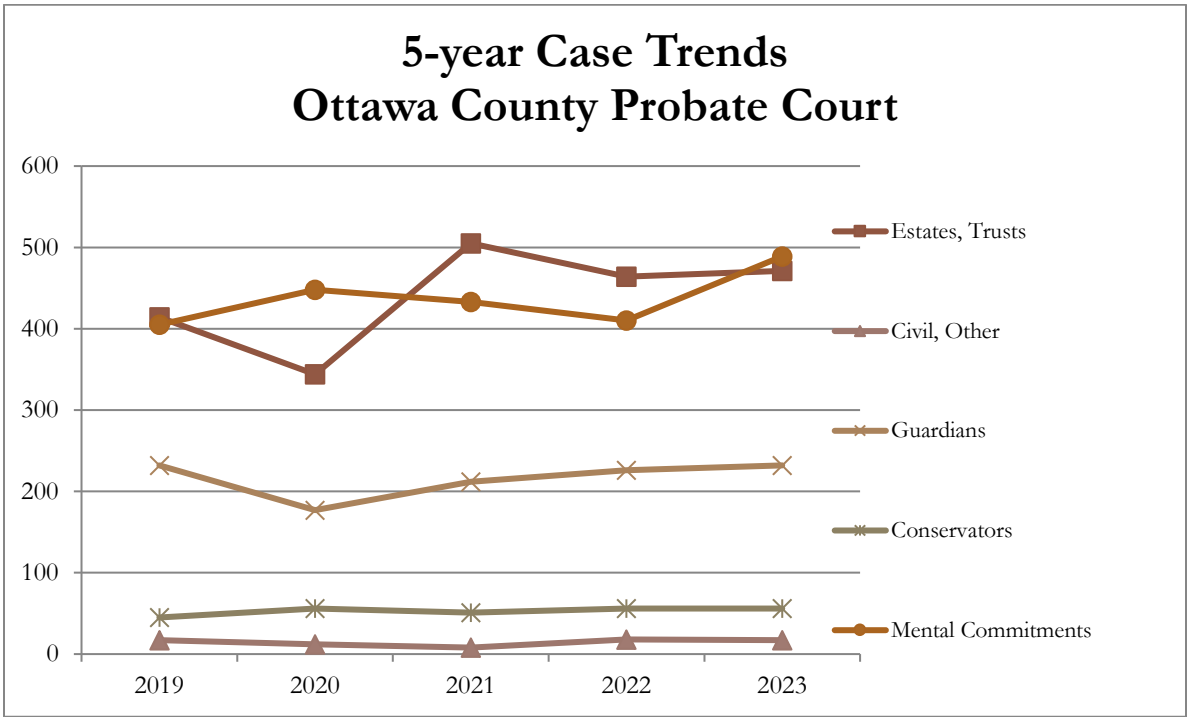
Ottawa County Probate Court provides services to many who need special consideration including the mentally ill, adults and minors in need of guardians or conservators, and families of deceased individuals. The Probate Court continues to enhance its effectiveness using mediation, virtual hearing technology, e-filing (MiFile), document imaging, remote payment capability, and digital case management. These initiatives, managed by the professional and well-trained Probate Court employees, help ensure excellent customer service and a positive experience for court users.

During 2023, the Probate Court continued to experience a stable seven-year trend with more than 1,200 new case filings. Among the new and reopened cases, most categories remained stable. More than one-third of the Probate caseload involves individuals needing the protection of the Court in guardianship, conservatorship, and mentally ill cases. In cases where individuals need assistance managing financial assets, there were 244 adults and minors with Court appointed conservators. In addition to the regularly appointed guardians, there were 790 developmentally disabled individuals with guardians supervised by the Court.

The ability of the Probate staff to cope with the influx of new cases is aided by the County supported OnBase document imaging system. Immediate electronic access to over 14,000 open Probate files has allowed staff to become more efficient in processing cases. The imaging system also allows for more timely and effective public service for interested parties who are seeking case information. In addition to these case processing efficiencies, the Probate Court strives to be more accessible to the public through its website where individuals can locate forms and instructions to guide them through a variety of Probate proceedings.

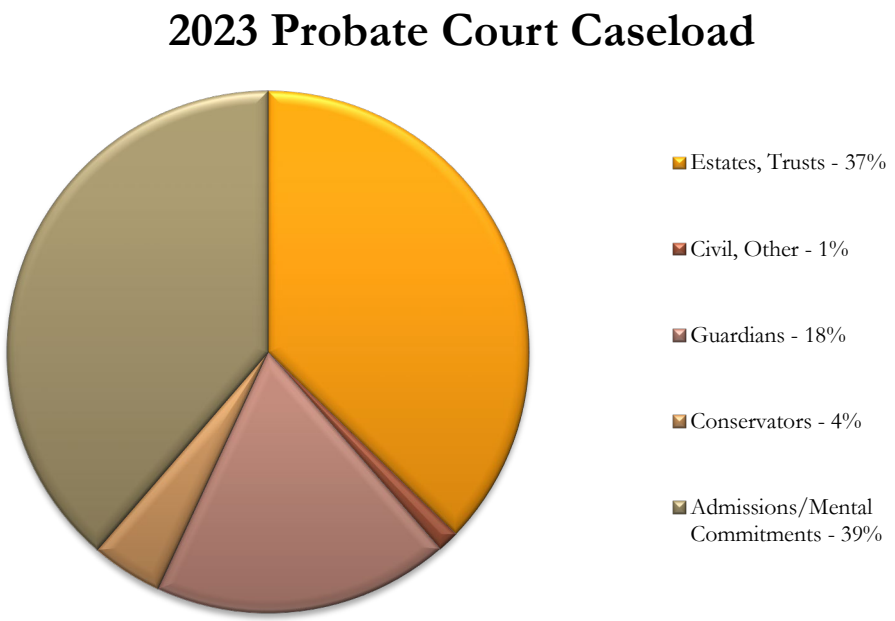
The Ottawa County Probate Judge, Hon. Mark A. Feyen, handles all required Probate matters and assists the 20th Circuit Court by serving as Presiding Judge of the Fillmore Complex Family Division. He also is the assigned judge for the Ottawa County Recovery Court.

FIGURE 13: 5-YEAR CASE TRENDS, OTTAWA COUNTY PROBATE COURT



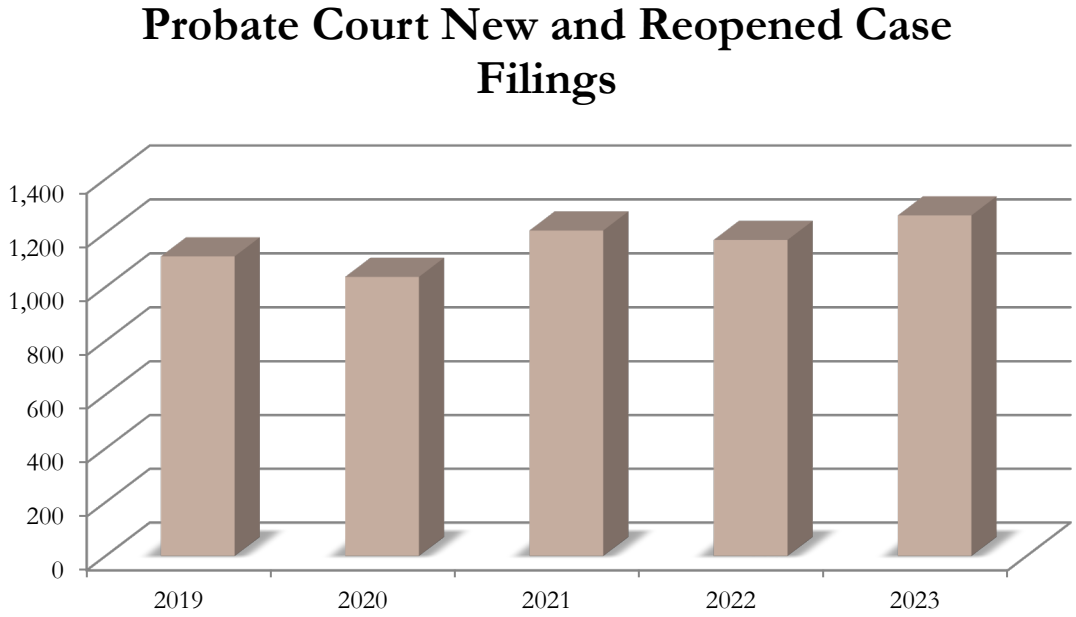
The pie chart below provides a descriptive view of various types of new cases being filed with the Probate Court. Although the Court has legal jurisdiction to handle twenty distinct types of cases, the cases are generally grouped into one of five categories: estates and trusts, civil, guardianships, conservatorships, and mental commitments. The Probate Court assists spouses and families to resolve sensitive issues related to the recent loss of a family member. Another sensitive issue the Court assists with is the hospitalization (sometime involuntary) of individuals in need of mental health treatment. These cases represent 39% of the Court's new cases and require careful coordination with families, attorneys, hospitals, and mental health treatment providers.

FIGURE 14: 2023 PROBATE COURT CASELOAD



In situations where an individual is unable to take care of certain daily needs, due to physical or mental limitations, the Court is often asked to appoint a guardian to provide assistance. Likewise, if an individual needs help with managing their finances, a conservator may be appointed. In both instances, the Probate judge carefully reviews the situation and provides legal authorization for these "helpers" (guardians and conservators) to assist. Regular case reviews are conducted to provide accountability. The below chart shows the number of new and reopened case filings in the Probate Court in 2023 and emphasizes the significant number of cases for which one judge and six employees are responsible.

FIGURE 15: PROBATE COURT NEW AND REOPENED CASE FILINGS



Probate Court Initiatives

The Ottawa County Probate Court continues to work with the State Court Administrative Office and ImageSoft, Inc. as the first Probate Court in Michigan to launch the MiFile electronic case filing system for Probate Court. The Ottawa County Probate Court has served as the pilot Probate Court for this program. E-filing is now mandatory for attorneys and discretionary for self-represented litigants in Ottawa County.

Quick Guide to the Courts

For Directions to the Courts:
www.miottawa.org/Courts

For General Information:
Call any office listed on this page.

For Payment Convenience:

- Make payments online at www.miottawa.org
- Call any office to pay by credit card.
- Mail payments
- Pay in person

CIRCUIT COURT

Trial Division

414 Washington Ave., Room 300
Grand Haven, MI 49417
Phone: 616.846.8320
Fax: 616.846.8179

Friend of the Court

414 Washington Ave., Room 225
Grand Haven, MI 49417
Phone: 616.846.8210
Fax: 616.846.8128

Juvenile Court

12120 Fillmore Street
West Olive, MI 49460
Phone: 616.786.4100
Fax: 616.786.4154

Juvenile Court Services

12263 James Street
Holland, MI 49424
Phone: 616.393.4450
Fax: 616.393.4471

PROBATE COURT

12120 Fillmore Street
West Olive, MI 49460
Phone: 616.786.4110
Fax: 616.738.4624

LEGAL SELF-HELP CENTER

414 Washington Avenue, 2nd Floor.
Grand Haven, MI 49417
Phone: 616.846.8141

Staff Facts

20th Judicial Circuit Court

5	Circuit Court Judges
117	Full Time Staff
8	Part Time Staff (includes JDC relief)
4	Temporary Staff (includes Bailiffs)
4	Grant Supported Staff
2	Ottawa County Sheriff Deputies

140 Total

Ottawa County Probate Court

1	Probate Court Judge
6	Full Time Staff

7 Total

Board Ratification Contracts

Report Date Range: 4/1/2024 - 4/30/2024

'Revenue' Total Amount: $0.00

'Expense' Total Amount: $556,856.54

CONTRACT	REQUESTED DATE	APPROVED DATE	REQUESTING AGENCY	VENDOR/3RD PARTY	CONTRACT AMOUNT	MULTI YEAR CONTRACT	REVENUE /EXPENSE	PURPOSE
2236	02/29/2024	04/23/2024	FACILITIES MAINTENANCE	HILLARD ELECTRIC INC	$16,480.00	YES	EXPENSE	to provide transformer preventative maintenance on County owned transformers
2242	03/05/2024	04/08/2024	SHERIFFS DEPARTMENT	FLOCK SAFETY	$54,950.00	YES	EXPENSE	To approve and forward to the Board of Commissioners a proposal to enter into a service contract with Flock Safety Camera Systems for a cost of $54,950.00.
2253	03/13/2024	04/02/2024	INNOVATION & TECHNOLOGY	WEBTECS	$341,592.00	NO	EXPENSE	New Contract for Website Management Services
2261	03/19/2024	04/02/2024	CIRCUIT COURT	EMPIRE ATM GROUP	$2,945.80	NO	EXPENSE	ATM machine for the Family Justice Center
2262	03/20/2024	04/16/2024	INNOVATION & TECHNOLOGY	AT&T FIRSTNET	$0.00	YES	EXPENSE	This contract addendum offers us additional cell phone plans and promotions through FirstNet, which is administered by AT&T.
2263	03/21/2024	04/02/2024	INNOVATION & TECHNOLOGY	CADRE COMPUTER RESOURCES, INC.	$8,400.00	NO	EXPENSE	Tenable.IO Subscription and Maintenance Services
2268	04/02/2024	04/16/2024	JUVENILE COURT	ISABELLA COUNTY		YES	REVENUE	Out of County Bed Rental
2269	04/02/2024	04/16/2024	CAA	JEWETT HEATING AND COOLING, LLC	$26,000.00	YES	EXPENSE	Contract with Jewett Heating and Cooling, LLC, to provide HVAC services for the Weatherization programs. This is a fee for service contract. The contract total will vary based on services provided. Funding provided by DOE, LIHEAP and BIL grants.
2270	04/08/2024	04/16/2024	FISCAL SERVICES	OPENGOV		NO	EXPENSE	To amend the scope of the OpenGov Budget and Planning Software contract to include data integration for the Munis project ledger. This is a zero-dollar scope change.

2271	04/08/2024	04/16/2024	FACILITIES MAINTENANCE	COFESSCO FIRE PROTECTION LLC	$45,805.00	NO	EXPENSE	To provide fire alarm and suppression testing services to Ottawa County facilities.
2275	04/11/2024	04/23/2024	COUNTY CLERK	KENT COMMUNICATIONS, INC.	$31,423.74	NO	EXPENSE	To mail out notices to absentee voters that remind them that they are on the permanent ballot list and that they will be receiving a ballot in the mail for the August and November elections. This will help assist voters in contacting their local clerks if they no longer wish to receive a ballot in the mail or if they need to update any information with their city/township clerk.
2277	04/12/2024	04/23/2024	PARKS AND RECREATION	TRUGREEN LIMITED PARTNERSHIP	$29,260.00	NO	EXPENSE	The County of Ottawa, on behalf of Ottawa County Parks and Recreation Commission, requested proposals from experienced and qualified vendors to provide lawn treatment services for Connor Bayou, Hager Park, Spring Grove, and Tunnel Park. The intended contract is for three (3) years with the option to renew for two (2) additional 12-month terms.
2281	04/16/2024	04/23/2024	FACILITIES MAINTENANCE	MATRIX CONSULTING ENGINEERS	$0.00	YES	EXPENSE	To provide engineering services to Ottawa County on an as-needed basis.
2282	04/16/2024	04/23/2024	FACILITIES MAINTENANCE	CENTURY A&E CORPORATION	$0.00	YES	EXPENSE	to provide on-call architect and engineering services to Ottawa County.
2283	04/16/2024	04/25/2024	FACILITIES MAINTENANCE	RESTORE CONSULTING		YES	EXPENSE	to provide architecture and engineering services to Ottawa County
2285	04/16/2024	04/23/2024	FACILITIES MAINTENANCE	FISHBECK, THOMPSON, CARR & HUBER	$0.00	YES	EXPENSE	to provide architectural and engineering services to Ottawa County
2287	04/18/2024	04/23/2024	JUVENILE COURT	ST. JOSEPH COUNTY		YES	REVENUE	Out of County Bed Rental

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Accounts Payable for March 25 through April 19, 2024.

Suggested Motion:

To approve the general claims in the amount of $24,467,236.88 as presented by the summary report for March 25 through April 19, 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:	$24,467,236.88	General Fund Cost:	$4,300,775.01	Included in Budget:	☑ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

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

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 5/7/24

Summary of Request Continued:

Total CHECKS | EFTs | WIRES		
Ottawa County Where Freedom Rings	Dates:	March 25, 2024
	to	April 19, 2024
	Total of all funds:	$24,467,236.88

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:

$24,467,236.88

Karen Karasinski

Fiscal Services Director

4-23-24

Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, May 7, 2024

Joe Moss, Chairperson

Board of Commissioners

Justin Roebuck

Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: March 25, 2024

to April 19, 2024

Total of all funds: $24,467,236.88

516	DELINQUENT TAXES FUND	$6,356,157.10
101	GENERAL FUND	$4,300,775.01
222	MENTAL HEALTH FUND	$4,112,686.86
469	BLDG AUTHORITY CONST PROJ FUND	$2,574,212.52
681	RETIREMENT BENEFITS FUND	$1,509,224.77
703	TAX COLLECTION CUSTODIAL FUND	$1,417,922.73
675	EMPLOYEE BENEFITS FUND	$1,128,401.50
701	GEN CUSTODIAL FUND	$487,137.26
106	BOARD INITIATIVES FUND	$328,750.00
408	PARKS CAPITAL PROJECTS FUND	$255,215.15
100	GF IMPREST PAYROLL FUND	$228,109.68
218	OTHER GOVERNMENTAL GRANTS FUND	$182,099.44
664	EQUIPMENT POOL FUND	$179,856.00
223	MENTAL HEALTH MILLAGE FUND	$173,550.33
636	INNOVATION AND TECHNOLOGY FUND	$170,476.16
221	HEALTH FUND	$149,124.19
208	PARKS AND RECREATION FUND	$148,653.11
801	DRAINS SPECIAL REV FUND	$104,974.99
256	REG OF DEEDS AUTOMATION FUND	$101,281.44
292	CHILD CARE FUND	$97,656.93
266	SHERIFF CONTRACTS FUND	$76,474.05
260	PUBLIC DEFENDERS OFFICE FUND	$53,099.13
736	OPEB TRUST FUND	$39,708.77
712	CIRCUIT COURT CUSTODIAL FUND	$34,152.08
645	COPIER RPLCMNT FUND	$32,428.72

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: March 25, 2024

to April 19, 2024

Total of all funds: $24,467,236.88

401	CAPITAL PROJECTS FUND	$31,888.74
215	FRIEND OF THE COURT FUND	$30,284.99
711	PROBATE COURT CUSTODIAL FUND	$28,288.93
243	BROWNFIELD REDVLPMNT AUTH FUND	$24,297.29
228	LANDFILL TIPPING FEES FUND	$22,550.49
872	INLAND LAKE IMPROVEMENT FUND	$16,875.00
000	POOLED CASH FUND	$16,144.66
679	LONGTERM DISABILITY FUND	$10,018.09
234	FARMLAND PRESERVATION FUND	$7,966.00
676	UNEMPLOYMENT FUND	$6,500.25
677	GENERAL LIABILITY & WC FUND	$6,069.62
655	TELECOMMUNICATIONS FUND	$5,628.32
290	DEPT HLTH HUMAN SERVICES FUND	$4,510.62
262	FEDERAL FORFEITURE FUND	$2,047.58
709	JUV CRT CUSTODIAL FUND	$1,954.55
257	EARLY VOTING FUND	$915.66
265	WEMET (SEPARATE COMPONENT)	$699.78
710	DISTRICT COURT CUSTODIAL FUND	$5.00
263	CONCEALED PISTOL LICENSE FUND	$0.00
286	AMERICAN RESCUE PLAN ACT FUND	$0.00
301	DEBT SERVICE FUND	$0.00
369	OC BUILDING AUTH DEBT FUND	$0.00
103	CELL TOWERS FUND	$0.00
536	LAND BANK AUTHORITY FUND	$0.00
255	HOMESTEAD PROPERTY TAX FUND	$0.00

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: March 25, 2024

to April 19, 2024

Total of all funds: $24,467,236.88

102	STABILIZATION FUND	$0.00
104	SOLID WASTE CLEAN UP FUND	$0.00
105	DB/DC CONVERSION	$0.00
107	INFRASTRUCTURE FUND	$0.00
151	CEMETERY TRUST FUND	$0.00
201	ROAD COMMISSION FUND	$0.00
244	ECONOMIC DEVELOPMENT CORP FUND	$0.00
284	OPIOID SETTLEMENT FUND	$0.00
365	PUBLIC UTILITY BOND & INT FUND	$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	$0.00
518	DELINQUENT TAX #2 FUND	$0.00
680	COMPENSATED ABSENCES FUND	$0.00
714	INMATE CUSTODIAL FUND	$0.00
721	LIBRARY PENAL FINE FUND	$0.00
802	DRAIN REVOLVING FUND	$0.00
804	DRAIN REVOLVING MAINT FUND	$0.00
805	DRAINS CAPITAL PRJT FUND	$0.00
851	DRAINS DEBT SERVICE FUND	$0.00
871	PUBLIC UTLTY MNTCE & OPER FUND	$0.00

Accounts Payable Vendor Disbursements
March 25 - April 19, 2024

Vendor	Amount	
MICHIGAN, STATE OF	$	2,676,551.89
GRANGER CONSTRUCTION	$	1,538,508.17
MUNICIPAL EMPLOYEES	$	1,509,224.77
OTTAWA COUNTY ROAD	$	1,376,971.81
OTTAWA COUNTY CENTRA	$	1,265,267.98
PRIORITY HEALTH	$	1,078,949.03
OTTAWA AREA INTERMED	$	899,882.83
INTERPHASE OFFICE IN	$	848,220.73
GRAND HAVEN AREA PUB	$	807,930.98
WEST OTTAWA PUBLIC	$	631,493.04
OTTAWA COUNTY MICHIG	$	464,707.04
ZEELAND PUBLIC SCHOO	$	370,133.50
MOKA CORPORATION	$	349,461.75
HERITAGE HOME INC	$	299,662.78
SPRING LAKE PUBLIC S	$	283,523.81
HOLLAND PUBLIC SCHOO	$	267,564.72
LATIN AMERICANS UNIT	$	264,618.14
HARBOR HOUSE MINISTR	$	246,539.03
GRAND HAVEN CITY OF	$	242,783.96
COOPERSVILLE AREA PU	$	220,476.10
HOLLAND CITY OF	$	218,425.42
ENTERPRISE FM TRUST	$	212,200.84
MICHIGAN STATE	$	204,429.00
HUDSONVILLE PUBLIC	$	179,104.84
HOPE DISCOVERY ABA S	$	162,635.36
PINE REST CHRISTIAN	$	162,484.21
BEACON SPECIALIZED	$	161,508.97
JENISON PUBLIC SCHOO	$	154,597.77
HOPE NETWORK BEHAVIO	$	154,338.08
COMMUNITY LIVING NET	$	143,560.71
JP MORGAN CHASE *SEE APPENDIX A	$	139,722.86
BENJAMIN'S HOPE	$	139,304.62
GRAND HAVEN CHARTER	$	127,666.61
HOLLAND CHARTER	$	127,338.02
REACH FOR RECOVERY I	$	119,890.87
POSITIVE BEHAVIOR SU	$	118,252.94
FIRST PENINSULA CON	$	112,849.54
DENNY'S EXCAVATING	$	112,500.00
SPRING LAKE TOWNSHIP	$	112,039.31
VAV OPERATIONS MI	$	110,666.44
FIDLAR AQUISITION	$	100,850.00

Vendor	Amount	
ALLENDALE PUBLIC SCH	$	98,309.70
TURNING LEAF	$	97,601.27
SPRING LAKE VILLAGE	$	92,642.55
PARK TOWNSHIP	$	89,145.65
SAMARITAS	$	85,894.58
ZEELAND CITY OF	$	83,622.90
HOLLAND COMMUNITY	$	82,939.17
CHILDREN'S ASSESSMEN	$	82,916.67
VITALCORE HEALTH STR	$	81,468.86
HERRICK DISTRICT	$	76,810.73
DELTA DENTAL PLAN OF	$	76,496.67
FOREST VIEW HOSPITAL	$	71,377.59
GUARDIANTRAC LLC	$	69,547.27
FERRYSBURG CITY OF	$	68,343.81
CHERRY STREET SERVIC	$	66,469.01
GEORGETOWN TOWNSHIP	$	62,066.96
AMY JOAN NORKUS	$	61,973.44
OTTAWA CONSERVATION	$	60,000.00
CANTEEN SERVICES	$	59,229.46
BCA OF DETROIT LLC	$	58,443.17
BERGMARK CONSULTING	$	57,953.62
COOPERSVILLE CITY OF	$	57,893.76
FRUITPORT PUBLIC SCH	$	56,083.94
GRANDVILLE PUBLIC SC	$	55,567.95
PRO CARE UNLIMITED	$	54,139.15
LOUTIT DISTRICT LIBR	$	51,086.09
WEX BANK	$	50,600.96
ALLENDALE CHARTER	$	49,134.43
CONSUMERS ENERGY	$	48,451.31
COPY-TECH	$	48,311.03
AMANI LLC	$	47,868.96
ADIA LLC	$	45,282.32
VREDEVELD HAEFNER LL	$	44,017.50
INDIAN TRAILS CAMP	$	43,892.53
LOCUMTENENS HOLDINGS	$	43,845.22
LIFE EMS INC	$	43,446.00
CROCKERY TOWNSHIP	$	42,702.73
THE CASPER CORP	$	41,954.69
PHC OF MICHIGAN	$	40,290.00
NETSMART TECHNOLOGIE	$	38,982.68
PIONEER RESOURCES	$	38,462.55
CORE TECHNOLOGY	$	38,449.00
TALLMADGE CHARTER	$	38,104.03
WALLOON LAKE RECOVER	$	37,811.23
KNIGHT WATCH INC	$	37,265.24

Vendor	Amount	
ZAWADI USA LLC	$	37,111.34
PROFESSIONAL REHABIL	$	36,599.87
ZEELAND CHARTER	$	35,845.21
KALLMAN LEGAL GROUP	$	35,592.00
PENDOGANI GL LLC	$	34,460.18
ENVIRO CLEAN SERVICE	$	34,130.41
BETHANY CHRISTIAN SE	$	33,794.78
SPRING LAKE DISTRICT	$	33,520.21
EQUITABLE LEARNING	$	33,342.54
JAMESTOWN CHARTER	$	32,494.81
DELL COMPUTER CORP	$	32,245.00
METROPOLITAN LIFE IN	$	31,526.13
ROBINSON TOWNSHIP	$	31,183.52
KENT INTERMEDIATE	$	31,017.89
BUILDING MEN FOR LIF	$	30,098.82
SHI INTERNATIONAL	$	28,672.83
SMITHS DETECTION INC	$	28,594.00
DEWPOINT INC	$	28,427.00
LA BENEDICTION CO LL	$	27,818.78
IBH ANALYTICS LLC	$	27,300.00
WEBTECS INC	$	27,272.00
ARBOR CIRCLE CORP	$	27,243.36
SALE'S HEATING	$	26,368.00
PORT SHELDON TOWNSHI	$	26,132.92
HAVENWYCK HOSPITAL	$	25,256.00
MUSKEGON AREA INTER	$	25,241.93
WILSON STUART T	$	24,933.53
SAUDER MANUFACTURING	$	24,904.95
BUSSCHER DEVELOPMENT	$	24,895.45
PROBOLSKY RESEARCH	$	24,700.00
DEBORAH SUE MAURICIO	$	24,600.00
EXTENDED GRACE	$	24,233.33
HOLLAND AREA COMMUNI	$	23,801.11
KENOWA HILLS PUBLIC	$	23,482.56
DEVELOPMENTAL ENHANC	$	23,288.90
MCCABE ALAN	$	23,276.21
FAHEY SCHULTZ BURZYC	$	23,099.97
HP	$	21,728.60
GOOD SAMARITAN	$	20,994.00
BLENDON TOWNSHIP	$	20,786.19
DATAWORKS PLUS LLC	$	20,195.96
LIVING HOPE HOME CAR	$	18,910.49
ARBOR SOLUTIONS	$	18,777.50
RECTRAC	$	17,716.56
PROGRESSIVE AE INC	$	16,875.00

Vendor	Amount	
WRIGHT TOWNSHIP	$	16,735.68
HOLLAND BOARD OF PUB	$	16,573.11
RITE OF PASSAGE INC	$	16,495.41
PITNEY BOWES INC	$	16,273.78
CHESTER TOWNSHIP	$	16,262.48
ENG INC	$	16,014.79
VONK ROBERT	$	15,184.50
PLACER LABS INC	$	15,000.00
CENTRIA HEALTHCARE L	$	14,955.86
AMAZON CAPITAL SERV	$	14,937.42
CRC RECOVERY INC	$	14,833.48
POLKTON CHARTER TOWN	$	14,831.61
PT SOLUTIONS INC	$	14,734.78
HARBOR HUMANE SOCIET	$	14,715.72
PREIN & NEWHOF	$	14,495.50
PEOPLE DRIVEN TECHN	$	14,364.00
SEMCO ENERGY INC	$	14,001.74
SENTINEL TECHNOLOGIE	$	13,958.08
HUDSONVILLE CITY OF	$	13,874.22
CORNERSTONE AFC LLC	$	13,822.39
GRAND HAVEN BOARD	$	13,698.52
DAVID'S HOUSE MINIST	$	13,640.00
OTTAWA COUNTY FSA	$	13,394.66
LANDSCAPE DESIGN	$	13,151.50
ON DUTY GEAR LLC	$	13,032.90
CAMPAIGN FINANCE US	$	13,000.00
ST JOHN'S HEALTH CAR	$	12,918.77
TRAC AUTISM CENTER	$	12,876.40
SPICER GROUP INC	$	12,871.50
GRAND RAPIDS COMMUNI	$	12,582.83
OLIVE TOWNSHIP	$	12,319.33
HUDSONVILLE TOWING	$	12,296.00
CSM SERENITY LLC	$	12,264.56
DICKINSON WRIGHT PLL	$	12,263.00
MERCY HEALTH PARTNER	$	12,260.00
RELIABLE ROAD SERVIC	$	12,243.00
FIDELITY SECURITY LI	$	12,209.37
SHERRIFF GOSLIN CO	$	12,114.00
LRE	$	11,964.93
SECOND STORY COUNSEL	$	11,784.36
RAVENNA PUBLIC SCHOO	$	11,621.65
YOUTH OPPORTUNITY	$	11,550.00
HILLARD ELECTRIC, IN	$	11,500.00
WESTERN MICHIGAN PAT	$	11,100.00
MACATAWA AREA EXPRES	$	11,063.22

Vendor	Amount	
STILLSON POLLY KAY	$	11,054.29
DLZ MICHIGAN INC	$	10,985.02
CLARK ASSOCIATES	$	10,911.25
SPECTRUM HEALTH HOSP	$	10,864.57
ACORN HEALTH LLC	$	10,749.68
HODGES LYDIA I	$	10,727.86
RAWLINGS ROCHELLE	$	10,721.88
VANVOLKINBURG MARK	$	10,428.67
BEST BUY STORES LP	$	10,380.10
SCHOLMA RANDALL	$	10,326.96
STRONG STACIE	$	10,279.29
MERCK SHARP & DOHME	$	10,103.06
COMMUNITY ACTION	$	9,932.00
PROSECUTING ATTORNEY	$	9,600.00
PROTOCALL SERVICES	$	9,600.00
JOHNSON BRADLEY R	$	9,577.48
CINTAS CORPORATION N	$	9,521.25
PRAISE SIGN COMPANY	$	9,349.22
MICHIGAN PATHOLOGY	$	9,345.03
WEST PUBLISHING CORP	$	9,289.31
MICHIGAN HEALTH INFO	$	9,250.00
HARTGERS FRITS	$	9,187.47
BRECKON AMY JO	$	9,168.50
SERTIFI INC	$	8,954.82
BRAINTREE MANAGEMENT	$	8,932.00
BETHESDA FARM	$	8,884.24
SAVIDGE MANAGEMENT	$	8,812.11
GLAXOSMITHKLINE	$	8,774.56
WYNSMA CHERI LYNN	$	8,534.30
M&A ALL SEASONS PROP	$	8,500.00
COOPERSVILLE AREA DI	$	8,493.47
CONSILIUM STAFFING	$	8,460.00
HERNANDEZ HOME LLC	$	8,423.04
CADRE COMPUTER RESOU	$	8,400.00
HANSMA STEPHANIE	$	8,014.85
ENRICHED LIVING	$	7,945.92
DALE A. & PAMELA M.	$	7,924.84
HOLLAND CORNERSTONE	$	7,844.91
LUBINSKI NANCI LYNNE	$	7,737.17
ACTION CHEMICAL	$	7,722.34
HOLLAND DEACONS CONF	$	7,505.00
WILSON & WYNN INTERV	$	7,500.00
EBRIMA DRAMMEH	$	7,488.30
HOPE NETWORK REHABIL	$	7,393.50
OUR HOPE ASSOCIATION	$	7,337.07

Vendor	Amount	
VIRIDIS	$	7,302.80
COMMUNITY FOUNDATION	$	7,255.00
IMPERIAL DADE	$	7,244.29
MENARDS	$	6,946.70
OPENGOV INC	$	6,880.00
HELMER ANGELA KAY	$	6,852.86
GRAYSON KERRY	$	6,852.86
LIFE CHOICE LLC	$	6,750.00
DRAMMEH EBRIMA	$	6,629.04
HAPKE BARBARA E	$	6,571.11
ROBERTS LESLIE	$	6,569.60
KRAMER LINDA S	$	6,542.86
CONTINENTAL AMERICAN	$	6,439.14
VOLKER CRANE SERVICE	$	6,437.50
MORITZ, JOHN, LAW OF	$	6,222.92
PASSPORT LABS	$	6,143.39
SEDGWICK CLAIMS MANA	$	6,069.62
BORCULO FUEL SERVICE	$	6,049.09
BLUEPEARL OPERATIONS	$	6,048.26
MICHIGAN GAS	$	5,990.48
SPARTA AREA SCHOOLS	$	5,947.77
MARTINI MANDI	$	5,870.00
MICROGENICS CORPORAT	$	5,862.62
GOPHER EXPRESS	$	5,781.00
BASMAYOR CHRISTINA R	$	5,767.86
ALLENDALE SCHOOLS	$	5,751.48
BARBIER BELINDA	$	5,740.00
OTTAWA COUNTY DEPUTI	$	5,637.90
FLATROCK MANORS INC	$	5,562.00
SANOFI-AVENTIS US IN	$	5,520.10
MRG-TRANSLATIONS	$	5,281.25
PLASAN NORTH AMERICA	$	5,250.00
COMMUNITY LIVING SER	$	5,180.00
TELE-RAD INC	$	5,065.00
GULL LAKE MARINE	$	5,036.09
WINDSCAPE LDHA LP	$	5,029.00
ADE INCORPORATED	$	5,000.00
BJ TRANSPORT	$	5,000.00
SENIOR RESOURCES OF	$	5,000.00
MEGLEY KEVIN B	$	4,976.82
MACHIELA JONATHAN A	$	4,955.30
SPOELMAN MICHAEL A	$	4,816.66
MGT OF AMERICA INC	$	4,806.20
FOX COUNSELING SERVI	$	4,783.84
GENOA HEALTHCARE LLC	$	4,750.91

Vendor	Amount	
MISDU	$	4,658.80
BOB BARKER COMPANY	$	4,567.50
ADVANTAGE MARINE	$	4,462.09
MICHIGAN ASSOCIATION	$	4,455.00
KANOUSE OUTDOOR REST	$	4,375.00
SPECTRUM PRINTERS	$	4,354.39
FARE FAMILY INVESTME	$	4,341.72
CHARTER COMMUNICATIO	$	4,336.84
RELIANCE COMMUNITY C	$	4,303.80
IKAZE HOME	$	4,201.43
TCS HOLDING COMPANY	$	4,135.50
SPARKS BEHAVIORAL	$	4,071.00
AT&T CORP	$	4,037.46
HVG MILL PINE ASSOCI	$	4,020.00
BEHAVIORAL RESOURCES	$	4,015.00
GOVERNMENTAL CONSULT	$	4,000.00
KORTERING DAVID B	$	4,000.00
LAKESHORE CARE CORP	$	3,930.37
DAILY LIFE SKILLS IN	$	3,902.46
MI REAL ESTATE MANAG	$	3,877.00
LIGHTHOUSE TITLE GRO	$	3,698.00
ODP BUSINESS SOLUTIO	$	3,670.38
CITIZENS INSURANCE	$	3,635.00
TURF PRO	$	3,590.00
LEGACY LITIGATION	$	3,561.10
OTTAWA, COUNTY OF	$	3,499.80
GARRI FORKEL	$	3,425.00
OTTAWA COUNTY DEPUTY	$	3,413.02
SCHEUERLE & ZITTA	$	3,404.20
WMIPM	$	3,402.00
AGNUS DEI AFC HOME I	$	3,354.40
D.A. BLODGETT ST JOH	$	3,288.04
APPLIED BEHAVIORAL S	$	3,269.09
JACOB PORTER	$	3,200.00
BRG MANAGEMENT LLC	$	3,188.00
ALTOGAS INC	$	3,178.07
CHAMBER OF COMMERCE	$	3,150.00
HUDSONVILLE TRANSMIS	$	3,138.00
HOPE NETWORK WEST MI	$	3,128.53
WILLIAMS, COLBERT	$	3,105.00
COMMUNITY ACCESS LIN	$	3,100.00
APPLEWOOD LAW WINS	$	3,061.26
JONATHAN VANOSS	$	3,026.00
KAJOVID PROPERTIES	$	3,000.00
UNIVERSITY TRANSLATO	$	2,967.13

Vendor	Amount	
WEST SHORE COUNSELIN	$	2,965.63
FRANKLIN SUSAN	$	2,950.87
EMPIRE ATM LLC	$	2,945.80
ORLANDO BRAVO	$	2,900.00
ALEXANDER WELCH	$	2,862.00
MCMILLAN JAMES AMMON	$	2,800.00
FARRIS NATHAN LOWELL	$	2,750.00
PLUMMER'S DISPOSAL	$	2,750.00
COMMUNITY LIVING OPT	$	2,723.30
MICHIGAN WEST COAST	$	2,704.00
AUTISM OF AMERICA	$	2,655.34
LANGUAGE LINE SERVIC	$	2,652.53
FALCON WOODS	$	2,593.00
CUNNINGHAM DALMAN	$	2,557.88
ZEELAND RECORD CO	$	2,527.00
LAKESHORE ADVOCACY S	$	2,520.00
PUBLIC HEALTH MANAGE	$	2,500.00
CAMP SUNSHINE	$	2,475.00
LEXISNEXIS COPLOGIC	$	2,465.00
BIRON THERESA	$	2,460.47
POSITIVE PROMOTIONS	$	2,448.42
COLEMAN KENYATTA KAT	$	2,394.63
RIVERSIDE INTEGRATED	$	2,375.65
PREST & ASSOCIATES	$	2,368.00
BIZSTREAM	$	2,355.00
PLATINUM LIVING LLC	$	2,341.43
PINE RIDGE ADULT CAR	$	2,341.43
SOUTHWEST AFC LLC	$	2,341.43
LOUIS PADNOS IRON	$	2,323.55
WEDGWOOD CHRISTIAN	$	2,317.36
MEDIATION SERVICES	$	2,275.00
PREVENTION RESEARCH	$	2,275.00
PREFERRED EMPLOYMENT	$	2,250.64
106 S BUCHANAN SL	$	2,200.00
FIREBARNINVESTORS	$	2,200.00
PURDY RAYMOND	$	2,186.14
MICRGRAPHICS	$	2,181.15
TROAST AFZUL R	$	2,171.00
HART INTERCIVIC	$	2,160.00
CUSTOM SERVICE PRINT	$	2,148.70
ANCHORAGE WEST LLC	$	2,144.00
SUPERIOR GROUNDCOVER	$	2,100.00
WATKINS PHARMACY	$	2,088.12
THE SALVATION ARMY	$	2,062.48
VEGA JOHN	$	2,040.00

Vendor	Amount	
R&S NORTHEAST	$	2,036.27
BERGHUIS PSYCHOLOGIC	$	2,000.00
SHORELINE FLATS	$	1,970.00
ALLIED UNIVERSAL	$	1,955.12
GRUPPEN SERVICES INC	$	1,953.00
SAINT MARY'S HEALTH	$	1,937.00
LIFE THERAPEUTIC SOL	$	1,907.40
KIESLER POLICE SUPPL	$	1,855.00
HI-TONE CLEANERS	$	1,843.80
GONGWER NEWS SERVICE	$	1,800.00
PETERSEN RESEARCH CO	$	1,800.00
VICKI VARGO	$	1,793.00
CONTRACT LOGIX LLC	$	1,788.00
KENT COUNTY CMH AUTH	$	1,773.52
DAY SHEILA	$	1,752.50
DIVERSIFIED COMM	$	1,750.00
MCDONALD PLUMBING	$	1,738.00
KERKSTRA PORTABLE	$	1,715.00
GRAND VALLEY STATE	$	1,700.00
QONVERGE LLC	$	1,666.67
KHAMMANIVONG ANOUSON	$	1,665.00
COFESSCO FIRE	$	1,643.25
NEUROBEHAVIORAL HOSP	$	1,632.00
JANUS RX	$	1,619.36
GRANDVILLE PRINTING	$	1,614.74
MLIVE MEDIA	$	1,570.89
SWART EDWARD C	$	1,520.00
NYALKARAN LLC	$	1,495.20
MATTHEW BENDER	$	1,495.16
CDW GOVERNMENT INC	$	1,489.60
FIDELITY LANGUAGE	$	1,485.72
STATE FARM INSURANCE	$	1,485.00
REPUBLIC SERVICES IN	$	1,480.96
JENISON CRAIG	$	1,464.18
SHORELINE SERVICES	$	1,455.00
DTE ENERGY COMPANY	$	1,417.78
SLAIS TIMOTHY A	$	1,408.46
EVERCOMMERCE SOLUTIO	$	1,405.35
MALL CITY MECHANICAL	$	1,402.65
HD RECOVERY LLC	$	1,401.00
CORNERSTONE REAL EST	$	1,394.00
WEST MICHIGAN DOCU	$	1,383.50
SMITH THOMAS	$	1,342.44
OTTAWA COUNTY SHERIF	$	1,315.00
RUCKER CLEANING	$	1,308.83

Vendor	Amount	
AMERICAN FENCE ERECT	$	1,291.75
DAGHER-MARGOSIAN JE	$	1,275.60
COVENANT ENABLING	$	1,273.17
FOLEY BARBARA	$	1,270.64
BRINKS INC	$	1,269.48
MENCL RUSS	$	1,250.00
GRAINGER INC	$	1,237.11
EARTEK SERVICES	$	1,233.00
TITLE-CHECK LLC	$	1,215.00
STAPLES INC	$	1,210.48
VESTIGE GROUP	$	1,199.60
MILLER CONSULTATIONS	$	1,199.50
70X7 LIFE RECOVERY	$	1,168.02
DEAF INC	$	1,158.15
BLARNEY CASTLE OIL C	$	1,157.65
WEST MICHIGAN CRIMIN	$	1,149.60
COMMUNITY HEALING CE	$	1,132.05
SUNSHINE PROPERTIES	$	1,124.00
ABA GOLDEN STEPS MI	$	1,108.28
RAMOS DAVID	$	1,094.00
DEJONG ELDON	$	1,084.00
THORNELL BONNIE L	$	1,080.00
RONALD UPRIGHT	$	1,075.00
RTH SERVICES LLC	$	1,075.00
FOLKERT REBEKAH	$	1,053.41
DALE BIRD-CORTES	$	1,050.00
JACOB C DEBOER	$	1,050.00
DEMANN GREGORY S	$	1,026.00
ANYPROMO.COM	$	1,015.20
INFINITY BLLING ENT	$	1,007.52
MCKESSON MEDICAL	$	1,006.46
CHICAGO TITLE OF MIC	$	1,002.71
ARINN KING	$	1,000.00
GAYLE RILLEMA	$	1,000.00
DAVID LUTZ	$	1,000.00
MATTHEW CALLAHAN	$	1,000.00
ASSOCIATED LANGUAGE	$	990.00
LUNA RAMON	$	989.00
BUSINESS INFORMATION	$	972.36
PRESENT A PLAQUE LLC	$	972.13
HENRY SCHEIN	$	966.70
TRINITY HEALTH	$	964.00
BEHRINGER JESSICA	$	955.27
TRADITIONS OF HOLLAN	$	932.00
SIRCHIE ACQUISITION	$	893.66

Vendor	Amount
SYMBOLARTS LLC	$ 890.00
SEALE RYAN	$ 888.42
THE LIGHT BULB CO	$ 882.21
YELLOW LIME CREATIVE	$ 877.50
M.C. SMITH ASSOCIATE	$ 876.00
HAMMAN AMY	$ 870.00
KENT COMMUNICATIONS	$ 862.50
CATALINO LORI	$ 856.23
CITY OF HOLLAND	$ 850.00
TWO THE RESCUE LLC	$ 850.00
LAZARUSMAN CONSULTIN	$ 840.00
NIEBOER THOMAS	$ 831.67
TRANSCRIPTION OUTSOU	$ 831.33
BATTAGLIA GARY	$ 825.00
HIDDEN DUNES APARTM	$ 825.00
W AND M PROPERTY VEN	$ 822.00
CRIMINAL DEFENSE ATT	$ 820.00
FRUITPORT L-P GAS CO	$ 809.55
ALLEN JENSEN	$ 806.00
MULLER BLAYNE	$ 800.00
MEADOWBROOK INSURANC	$ 794.90
GPM INVESTMENTS LLC	$ 794.50
A&M MANAGEMENT LLC	$ 793.00
KOGER ENTERPRISES	$ 791.10
RECOVERY ROAD LLC	$ 778.68
BOEREMA STEPHEN	$ 767.00
VOICES FOR HEALTH	$ 762.26
ECOLAB INC	$ 754.04
MOSAIC COUNSELING	$ 750.00
PEAK PERFORMERS	$ 744.10
A & R INVESTMENTS	$ 732.00
BRUMMELS SALES	$ 724.00
ACHTERHOF SHIRLEE B	$ 720.00
THE DEPOT	$ 720.00
ALVAREZ KAITLIN	$ 719.46
12191 FELCH ST LDHA	$ 714.00
RIVER VALLEY TITLE	$ 711.00
ETNA DISTRIBUTORS LL	$ 710.58
GREATER OTTAWA CO	$ 708.00
TRAPPERS COVE APARTM	$ 706.00
GREEN BRENT HUNGERFO	$ 700.00
JORGE HERNANDEZ	$ 700.00
SHAW DREW	$ 698.00
GRAND RAPIDS THERAPY	$ 687.50
ANSWER UNITED	$ 687.06

Vendor	Amount
LIAISON LINGUISTICS	$ 680.23
JUSTICE WORKS LLC	$ 675.00
KUSTOM SIGNALS INC	$ 674.04
MAYFIELD LAW PLLC	$ 660.00
COVELLO CHARLES B	$ 656.36
INFINISOURCE INC	$ 655.20
LANGHOLZ CHRISTOPHER	$ 651.09
DAVID SANCHEZ-SANCHE	$ 650.00
RAMON GUTIERREZ-LUNA	$ 650.00
LAKESHORE PROPERTY	$ 643.00
GH NORTH SHORE APTS	$ 642.00
ZOOM VIDEO COMMUNICA	$ 639.68
BURCH DON E	$ 637.00
MARTINEZ FILADELFO	$ 636.00
JAMIE PANCY	$ 628.00
WAVELAND PROPERTY MA	$ 619.00
HARBOR TRANSIT	$ 613.36
C & M SUNDRIES	$ 600.00
JERRY TOOTHMAN	$ 600.00
S & S AUTO SALES	$ 600.00
WN LAW PLLC	$ 600.00
HOSPITAL NETWORK	$ 590.00
ADECCO USA INC	$ 576.72
INTEGRITY BUSINESS	$ 573.21
MJCT HOLDINGS INC	$ 568.00
HILARY ELLIOTT	$ 562.00
CREDIT ACCEPTANCE CO	$ 558.19
WILLIAMSBURG PROPERT	$ 555.00
RICE KELLY N	$ 551.23
CLAPP CHARLES	$ 550.00
PRODATA COMPUTER SER	$ 540.00
UNIVERSAL CREDIT SER	$ 540.00
FEYEN MARK	$ 524.72
4IMPRINT INC	$ 524.39
JDCO HOLDINGS LLC	$ 524.00
STEINBACH BROTHERS	$ 520.00
BIG LAKE PROMOTIONS	$ 517.50
CARRIER NICKOLAS	$ 516.17
JEFFREY J VANHUIS -	$ 514.00
MED-1 LEONARD LLC	$ 504.00
POEL-SKOFIC NICOLE	$ 500.97
ERICA GOUDY	$ 500.00
LATITUDE SUBROGATION	$ 500.00
JEFF ROWE	$ 500.00
MEGAN GOULD	$ 500.00

Vendor	Amount
RARYN LYDIA ROSS	$ 500.00
WALGREENS RECOVERY	$ 500.00
TRAINING DIRECT LLC	$ 496.80
WWW.CLEVERBRIDGE.NET	$ 492.15
DAHL COOPER	$ 490.00
ROEBUCK JUSTIN	$ 478.07
BLACK RIVER RENTALS	$ 476.00
K & R TRUCK SALES IN	$ 475.00
JANET JACKSON	$ 468.00
FARONICS TECHNOLOGIE	$ 462.08
PENSKE TRUCK LEASING	$ 462.00
LAKESHORE LAW AND ME	$ 460.00
DANYELLE GAUSE	$ 450.00
JOURNIES INC	$ 450.00
SHAPE CORPORTATION	$ 450.00
CHLYSTEK TYLER	$ 449.30
QUIST AMIE	$ 446.29
JOHNSON JEANNA	$ 442.20
PATTERSON DENTAL SUP	$ 440.22
L & L PRINTING OF	$ 438.75
CAMPBELL AARON J	$ 437.50
KRISSOFF MADELON	$ 437.50
BOERMA ASHLIE	$ 436.84
BRIGGS JUANITA C	$ 436.00
KRONTZ ELIZABETH	$ 434.95
DEX YP	$ 429.80
KELLY WILLIAM G	$ 422.78
SCHOOL HEALTH CORP	$ 422.07
MCRAE ENTERPRISE LLC	$ 422.00
BOUMAN VICTORIA A	$ 419.00
FISK BRANDON	$ 416.00
OCONNOR MCCAULEY	$ 416.00
MACKELLER JACOB	$ 416.00
PIPER BUCK	$ 413.00
COSTAR REALTY INFORM	$ 412.78
OTTAWA LIMITED DIVID	$ 410.00
CRITCHLOW CURTIS	$ 408.50
FIRE PROTECTION PROS	$ 408.25
CARMESET DECEMBRE	$ 400.00
ERIC DEANGELO-JUAN G	$ 400.00
SHAYNA NICOLE SAING	$ 400.00
TOTAL COURT SERVICES	$ 400.00
WISEMAN ENTERPRISES	$ 395.21
CEIA USA LTD	$ 393.00
PRICE DEBORAH	$ 388.60

Vendor	Amount
COVINGTON KATHY	$ 382.64
BARTHELEMY BRANDON	$ 376.58
SET/SEG	$ 375.00
VOSBURG KYLIE	$ 374.82
CLARK LAUREN	$ 373.86
TRIPLOG INC	$ 366.00
MCAFFREY LINDA	$ 364.63
3R&J CONSULTING	$ 360.00
REFEREES ASSOCIATION	$ 360.00
SAGE KRISTIN	$ 354.11
GFL ENVIRONMENTAL SE	$ 352.65
BENJAMIN JERRY BERKE	$ 350.00
MICHIGAN DISTRICT JU	$ 350.00
VAINIK MELISSA N	$ 350.00
CURTIS CATHERINE L	$ 348.00
LINDE GAS & EQUIPMEN	$ 343.16
CRIME PREVENTION	$ 330.00
CONTROLNET	$ 328.00
MAPLE LAKE CONDOMINI	$ 327.00
BRAD AND JESSIE STOL	$ 325.00
CURTIS EQUIPMENT CO	$ 325.00
PARKWAY ELECTRIC & C	$ 325.00
ARNOLD NICHOLAS	$ 322.27
BASTIEN AUSTIN	$ 321.60
HANSON BRIDGETT LLP	$ 315.00
LONGSTREET JANE	$ 311.54
DERKS NICHOLE	$ 304.53
OTTAWA COUNTY INS	$ 304.17
ISABELLA MARIE NAVA	$ 302.17
ANGELIQUE PITTMAN	$ 300.00
JUVENILE COURT ASSOC	$ 300.00
MICHAEL JON DEYOUNG	$ 300.00
SELECTIVE INSURANCE	$ 300.00
ROSS TIBBETS	$ 300.00
STATE OF MICHIGAN -	$ 300.00
STUART LIPPMAN AND A	$ 300.00
THE ARC MUSKEGON	$ 300.00
SELENA ARISPE-GOODIN	$ 300.00
HILLS EMILY	$ 290.11
HILL LUKAS	$ 287.75
GONZALES ABRAHAM	$ 286.76
SD INITIATIVES	$ 280.00
REICHARDT JAMES	$ 278.25
VANDERZWAAG ROBERT	$ 277.15
ANDERSON KAYLA	$ 275.24

Vendor	Amount
AUTO OWNERS INSURANC	$ 275.00
MACLAIN DANIEL MOREN	$ 275.00
FAMILY FARE - ALLEND	$ 274.00
JACO CIVIL PROCESS I	$ 270.65
TRANSUNION RISK AND	$ 267.20
MARTINDALE DANIEL	$ 266.69
BRODIN STUDIOS INC	$ 265.12
SANCHEZ RACHEL	$ 263.21
NORTHERN LAKES COMMU	$ 261.00
SOFIE GONZALEZ	$ 261.00
BOSCH GLENN	$ 259.85
CHULSKI KAITLYN	$ 259.35
PURCHASE POWER	$ 258.88
MOLHOEK NEALY	$ 253.47
BRIAN M WINKLER	$ 250.00
APRIL PALMBOS	$ 250.00
Chris Vlcek	$ 250.00
Chad Spangenberg	$ 250.00
CROESE GABRIELA	$ 250.00
DANIEL & CAMERON GEO	$ 250.00
DICKS TOWING & RECOV	$ 250.00
eric frye	$ 250.00
GERALD BORNAMANN	$ 250.00
Heather Pell	$ 250.00
FIG VANDERMOLEN	$ 250.00
GAIL SMITH	$ 250.00
ESTATE OF FELIX BERN	$ 250.00
Kimberly Swartout	$ 250.00
JENNETTE MATONOSI	$ 250.00
MARI ANNE VOGELAAR	$ 250.00
MTOA	$ 250.00
ZACHARY SCARBERRY	$ 250.00
SUN COMMUNITIES OPER	$ 250.00
ROSA KOTECKI	$ 250.00
Wayne Richards	$ 250.00
Sara Robinson	$ 250.00
BLANCHARD TERRY D	$ 247.44
GUARDIAN ALLIANCE TE	$ 244.00
SPEEDWAY PREPAID CAR	$ 243.95
Abby Allen	$ 243.38
LATTIG THOM	$ 241.20
GERBER COLLISION	$ 240.00
MED-1 HOLLAND	$ 240.00
SCHAUT LACEY	$ 239.86
Jessica Vander Ark	$ 238.23

Vendor	Amount	
INTERCARE COMMUNITY	$	237.71
LATITUDE SUBRAGATION	$	235.00
GRAND HAVEN TRIBUNE	$	234.48
Jennifer Bancino	$	232.20
JERRY BRICKER	$	230.00
KARL SCHOENEWEIS	$	225.00
JULIANNA TOMAN	$	225.00
ISMAEL GARZA	$	225.00
TROY CHARLES BROWN	$	225.00
HOME CITY ICE	$	221.68
ZACHARY VICTOR FIELD	$	220.50
CINCINNATI INSURANCE	$	220.00
STATE FARM FIRE AND	$	220.00
LANE JANIA	$	219.87
GRONEVELT JOEL	$	219.76
BEIDLER MEREDITH	$	211.05
ZORN CHERYL	$	210.25
GRAND RAPIDS PARKS A	$	210.00
PINEWOOD PLACE PHASE	$	210.00
JOSHUA FARRIS	$	208.00
ANDERSON ALLISON	$	206.50
JONES BRANDON	$	206.50
SIELSKI PHILIP	$	205.02
WOLBRINK LISA	$	205.02
ALLYSON BROOKE HOLLE	$	203.50
FRANTZ RONALD	$	202.88
COMCAST HOLDINGS COR	$	202.85
DEBORAH SUE LUKAART	$	201.50
AMERICAN EXPRESS	$	200.00
C & M DUNDRIES	$	200.00
CHRISTOPHER LUGO	$	200.00
ANN WILSON	$	200.00
DENNIS HOLMES	$	200.00
GAGE MOTOR MALL	$	200.00
DAVID HOUTING	$	200.00
KARI TILL	$	200.00
LKQ WEST MICHIGAN	$	200.00
JODY SCHAENDORF	$	200.00
JEFFERY SCHULTZ SOLE	$	200.00
M-45 AUTO PARTS	$	200.00
MATTHEW BRIGGS	$	200.00
TOBER CHRISTINE	$	197.10
DYKHUIZEN EMILY	$	196.36
BRIAN CHRISTIANSEN	$	195.00
ALAN LEDFORD	$	192.62

Vendor	Amount
ERIN CHRISTIAN NIVIS	$ 192.50
DENOOYER CHEVROLET I	$ 190.00
CALEB PAUL QUINTANIL	$ 188.80
VARGO JOHN	$ 185.37
WAITE LOREEN	$ 184.12
ABSOPURE WATER COMPA	$ 183.85
WEEMHOFF MEGHAN	$ 182.24
BALLARD WILLIAM	$ 180.97
CALDER CITY TAXICAB	$ 180.00
KAYCEE LEE SINKE	$ 179.25
LAWSON PRODUCTS INC	$ 178.99
DAWN MICHELLE COLE	$ 175.13
CHRISTOPHER LUCARELL	$ 175.00
DAVID MILLER	$ 175.00
OLIVIA HALL	$ 175.00
WAKEFIELD LEASING CO	$ 175.00
BETH ARLENE TAMELING	$ 171.00
NANCY ANNE JAGLOWSKI	$ 169.13
ASHLEY NICOLE WILLIA	$ 168.00
DENZEL RUBEN LOPEZ-C	$ 168.00
GREGORY ALLEN SIEGGR	$ 168.00
JOSHUA ALLEN VIVIANO	$ 168.00
JERMANE WOOLPERT WAL	$ 168.00
JAYLA ALEXUS-GLORIA	$ 168.00
KEITH ROBERT TOLHURS	$ 168.00
ZACKARY CHRISTOPHER	$ 168.00
HUNT LOUIS	$ 167.27
GARCIA JORGE	$ 166.90
OTTAWA COUNTY EMPLOY	$ 165.00
JORDYN MARIE BERENDS	$ 162.38
Myra Baine	$ 162.00
GIDDINGS ELIZABETH	$ 161.47
SHARON BETH VANHUISE	$ 160.88
DANIEL MARTIN BAUMAN	$ 160.13
ROSEMA GARY	$ 160.00
HILL CARLA	$ 159.46
REINALDO LUIS ROSARI	$ 158.00
JOHN PETER HAUET	$ 157.88
KIMBERLY ERIN LAARMA	$ 156.75
PETERSON DAVID M	$ 156.00
BETTEN BAKER CHEVROL	$ 155.00
HOEKSEMA HANNAH	$ 154.64
NANCY KAY VANDYKE	$ 154.00
ALLIE BROTHERS	$ 152.92
JAMIE LYNN LUCAS	$ 152.25

Vendor	Amount
AMY JO VANDERMEER	$ 150.25
AUTO OWNERS	$ 150.00
AARON WINFIELD	$ 150.00
BEN TALSMA	$ 150.00
CARDENAS STEPHANIE M	$ 150.00
ERIN ARMEY	$ 150.00
LEMMEN OIL CO	$ 150.00
JOSHUA WILLSON	$ 150.00
KAREN KOLK	$ 150.00
LAKESHORE PARTNERSHI	$ 150.00
KEVIN O BEHM	$ 150.00
HOLLAND MOTOR HOMES	$ 150.00
KLEMPLE FARM CONDOMI	$ 150.00
MAXIMUS SAUNDERS	$ 150.00
SNAP-ON SECURE CORP,	$ 150.00
SUSAN MATTHEWS	$ 150.00
SEAVER FINISHING	$ 150.00
JILL STARR VANDOP	$ 149.63
STATE OF MICHIGAN	$ 149.51
NIEBOER REBECCA	$ 149.41
CODY MICHAEL JACKIEW	$ 149.25
BAUM SHAWNA	$ 148.75
STEFFES THOMAS	$ 147.50
HOEGEN CANDICE	$ 145.66
DESTINEY GALLOP	$ 145.00
RACHEL BURGAN FRANKL	$ 144.00
LAUREN ASHLEY SCHALT	$ 142.50
SCOTT THOMAS FLINSKY	$ 142.50
NATHAN ROBERT NEWHOU	$ 142.25
MATTHEW KENNETH LITT	$ 140.75
BATKAS CLEANING SERV	$ 140.00
THE ESTATE OF BRETT	$ 140.00
NORTH OTTAWA COMMUNI	$ 138.48
SCHENKEL JASON	$ 136.83
JENISON JACOB	$ 136.68
SCHIPPER BETH	$ 135.10
SCHUERCH CHRISTOPH	$ 134.28
MARY JOY NIENHUIS	$ 134.25
ACENTEK	$ 134.09
BRAD ALLEN DEKOCK	$ 133.00
CUDNEY ANN	$ 132.17
BOTBYL CYNTHIA	$ 131.32
KERRI LYNN TERPSTRA	$ 130.88
MIKE KOSLEK	$ 130.00
INDIAN TRAIL FARM	$ 129.82

Vendor	Amount
CITY OF FERRYSBURG	$ 128.23
KAAT'S WATER COND	$ 128.20
BROWN BRITTNEY	$ 127.03
JOSEPH ALBERT OCASIO	$ 127.00
CHERYL LYN JOHNSON	$ 126.75
JANICE ANN BONIFACIO	$ 125.50
ABSOLUTE SECURITY &	$ 125.00
Debbie Bachmeier	$ 125.00
GALLAGHER BASSETT SE	$ 125.00
DARNELL RILEY	$ 125.00
JOSEPH WARREN	$ 125.00
MEIJER	$ 125.00
MB DIVISION	$ 125.00
MICHIGAN MUNICPAL LE	$ 125.00
TAMMY LYNN HALE	$ 125.00
GUIKEMA-BODE SAMUEL	$ 124.69
RYAN LEE GRITTERS	$ 124.50
BRANDI SUSAN SCHWAB	$ 123.25
LUKE JOHN BUSSCHER	$ 122.75
ALEXANDER WILLIAM KA	$ 122.50
GINA LYNN KLAVON	$ 121.00
PAMELA FAITH CLEARY	$ 121.00
LAW OFFICE OF KENNET	$ 120.00
PRICE AMANDA	$ 120.00
THE HARTFORD WESTERN	$ 120.00
YESENIA ELAINE MOLIN	$ 120.00
TISHA LYNNE ROBERTS	$ 120.00
BYLSMA ASHLEY	$ 119.50
KOWALKOWSKI JESSICA	$ 119.50
MEGAN GRACE OLEJNICZ	$ 118.75
KARNES JOZLYN	$ 117.99
KATHERINE ANN CUNCAN	$ 117.00
KAREN LYNN GRYSEN	$ 117.00
ROY A LUCKY JR	$ 117.00
WALTERS JONATHAN	$ 116.86
SACHS PAUL	$ 116.86
TAMMY SUE TUKA	$ 116.50
LAURA LYNN DEWITT	$ 115.75
TINA MARIE WATSON	$ 115.25
MARICARMEN TERRAZAS-	$ 115.00
DAVID LEE VANLAECKE	$ 114.75
Michael Michaud	$ 113.40
BRITTANY KAYE FULLER	$ 112.86
HULSING JON	$ 112.56
Stephanie Rathsack	$ 112.00

Vendor	Amount	
VANDENBERG SAMANTHA	$	111.50
UNITED PARCEL SERVIC	$	110.50
EMC INSURANCE COMPAN	$	110.16
DANIEL GATOBU MWENDA	$	110.00
KONE INC	$	109.63
TRAVIS PHILIP MARTZ	$	108.75
PARKER ABIGAIL	$	108.42
EXIT 76 CORPORATION	$	107.00
DAWNICE RENEE HARLOF	$	105.75
SPECTRUM HEALTH	$	105.50
LAURYN FABIAN SIMPSO	$	105.00
JAVIER FRANCISCO LOS	$	105.00
JACOB JAY PETERMAN	$	105.00
ASHLEY MARIE SIETSEM	$	104.75
JORDAN MARK HOEKSEMA	$	104.63
YOLANDA LEE TABER	$	104.50
PEPPER THAD	$	104.39
BOBELDYK & ASSOC	$	104.00
NAGY CHRISTOPHER	$	102.99
JANIS LYNN PENNELL	$	102.75
REENDERS ANDREA	$	102.51
GORDON WATER SYSTEMS	$	102.04
JENNIFER JO DEWITT	$	102.00
DELANO LEAH	$	101.17
CONNIE JEAN LIGHTFOO	$	101.00
ERIC DALE MAST	$	100.13
AMERICAN GAS & OIL	$	100.00
Amy Hager	$	100.00
CLOVER BAR	$	100.00
BETTY DOERING	$	100.00
ANN LAROCHE	$	100.00
ADAM GONZALEZ	$	100.00
ASHLEY REYES	$	100.00
CHURCH MUTUAL INSURA	$	100.00
AIMEE DITTMER	$	100.00
CHRISTINE REIFFER	$	100.00
Anthony Melbye	$	100.00
DANIEL VERDUIN	$	100.00
HEATHER LEA LOZAR	$	100.00
CYNTHIA BACON	$	100.00
DON OR CINDY WHITTEC	$	100.00
Elizabeth Rudd	$	100.00
DISCOVER	$	100.00
FREDRICK ROGALSKE	$	100.00
DEVON OVERHUEL	$	100.00

Vendor	Amount	
FRANKENMUTH MUTUAL I	$	100.00
GVSU	$	100.00
FEDERAL INSURANCE CO	$	100.00
DAYS INN MOTEL	$	100.00
JENNIFER GARCIA	$	100.00
KEMPER SERVICES GROU	$	100.00
JESS MCCALLUMORE	$	100.00
Jan Wiersma	$	100.00
LEILA PINA	$	100.00
KENNETH LAMPE	$	100.00
JOSEPH AND SHEILA GO	$	100.00
Joel Engels	$	100.00
LATITUTDE SUBROGATIO	$	100.00
Melissa Burlew	$	100.00
MARK GOLL	$	100.00
MARGARET DEBRUYN	$	100.00
RENICE JACKSON	$	100.00
Missy Orlik	$	100.00
MICHELE LYNN GOODMAN	$	100.00
TRUGREEN - DANA LEE/	$	100.00
Shannon Molag	$	100.00
ROGER KALMAN	$	100.00
SAMUEL LAMPE	$	100.00
TRAVIS BABCOCK	$	100.00
STUART-LIPPMAN AND A	$	100.00
SOPHIA MCINTOSH	$	100.00
ROSIE OTTENBACHER	$	100.00
STEPHEN PAMER	$	100.00
VALERIE CHUDY	$	100.00
Troy Baker	$	100.00
VIRGINIA VANECK	$	100.00
CLARK CHERYL	$	98.81
OFFICE MACHINES	$	98.63
KATHLEEN JEAN MEEKHO	$	97.50
SCHUSTER AMBER	$	97.15
LINDSEY JEAN DEGOEDE	$	96.25
Cecilia Omlor	$	96.00
Brandy Tarrant	$	96.00
Mandy Breen	$	96.00
GAMBY BRADLEY	$	95.88
SARAH BETH ROGGENBUC	$	95.75
ENGLE KENT	$	95.14
LORI SUE GROH	$	94.00
HALL MATTHEW	$	93.49
KIRA LEEANN DEGRAW	$	93.38

Vendor	Amount
ARIEL DOMINIQUE CENT	$ 93.00
JESSICA JEAN OVERWEG	$ 93.00
MORGAN KRISTI KARCZE	$ 93.00
RICHARD STERLING VAL	$ 92.00
THOMAS KEITH HILL	$ 90.38
JEFFREY ALLEN WALLEN	$ 90.00
KENDALL SCOTT ZEERIP	$ 90.00
RAMIRO VILLARREAL JR	$ 90.00
STATE FARM	$ 90.00
JP FITNESS, LLC	$ 89.91
SARAH LYNN-DIEP PYNE	$ 89.25
SCHROEDER DEREK	$ 88.50
JT MILLER LLC	$ 88.37
PICKLER TINA	$ 87.77
VANDEN BOSCH ALAN	$ 87.10
HEATHER AN APPEL	$ 87.00
Marti Despres	$ 86.86
ENTERPRISE ENVELOPE	$ 85.07
TINHOLT HOPE	$ 85.00
DEBORAH LORENE DAVIS	$ 84.50
BOSTROM YOUNG KARA	$ 84.42
Cori Dailey	$ 84.00
NICOLE MARIE STOUGHT	$ 81.00
TIMOTHY CHARLES HILL	$ 80.75
KENT CITY COMMUNITY	$ 80.12
Bobby Hall	$ 80.00
FIFTH THIRD BANK - W	$ 80.00
OLIVIA MARIE HULL	$ 80.00
MED-1 BRETON	$ 80.00
WILLIAM BERNESSER	$ 80.00
CHRISTINIA LOUISE CL	$ 79.88
DANIEL RAY THOMANN	$ 79.50
MURPHY RODGER	$ 79.33
MATWIEJCZYK SARAH	$ 79.06
KIMBERLY DIANIA BROW	$ 78.75
LORIE JEAN TIPPETT	$ 78.38
BRENT ALLEN VOLKERS	$ 78.00
CARINA REYES	$ 78.00
GILLIAN RAGEN	$ 78.00
Jennifer Melton	$ 76.80
CHIDESTER AMY	$ 76.38
BENJAMIN MILES	$ 76.20
JOSHUA DAVID SIMMER	$ 76.00
MARY LOURDES HILLDOR	$ 75.75
CINNCINATI INSURANCE	$ 75.00

Vendor	Amount
GEORGETOWN CHARTER T	$ 75.00
HASTINGS MUTUAL INSU	$ 75.00
HANOVER INSURANCE CO	$ 75.00
FIRST RECOVERY GROUP	$ 75.00
PETER SASS	$ 75.00
MIKE SABATINO	$ 75.00
REDI-RENTAL	$ 75.00
RANDY & LORI MOELLER	$ 75.00
MICHIGAN INSURANCE C	$ 75.00
CATRINA LASTASIA WAL	$ 74.63
JAMES EARL VANDERMEU	$ 74.63
KIMBERLY SUE AUSTIN	$ 74.50
EMILY ROSE MOREHOUSE	$ 72.25
JASON RAY BRUXVOORT	$ 71.63
HANOVER INS. GROUP-S	$ 70.00
GOODELL AARON	$ 68.54
MATTHEW JON KLOMP	$ 68.00
LUCAS JON DYKSTRA	$ 67.88
TAYLOR MARIE HARRING	$ 67.63
JOHN WALTER KOWALESK	$ 67.38
STEVEN JON GREEN	$ 67.25
MICHAEL JOHN DEBRUIN	$ 67.00
CAILLEY ELAINE BOSS	$ 66.88
METCALF SANDRA	$ 66.80
JENEE LYNN CARNEY	$ 66.63
JOHN RICHARD DUCH	$ 66.38
KIMBERLEY LYNN PHILL	$ 66.25
DERRICK BRADLY NEELY	$ 66.00
Jennifer Suarez	$ 66.00
KELSEA RAE BERGQUIST	$ 65.63
TARA MARIE MIEDEMA	$ 65.50
BARBARA BYTWERK	$ 65.00
COUNTRY ESTATES MOBI	$ 65.00
GREGORY VARELA	$ 65.00
BEEMER VALERIE	$ 64.99
LAUREL ANN GAGRICA	$ 64.38
COPE RANDAL J	$ 64.12
MACATAWA PLUMBING	$ 64.00
AMY MELISSA GOSSETT	$ 63.88
BUSSCHER BRIAN	$ 63.65
DAVID PAUL VEENSTRA	$ 63.50
WEST MICHIGAN UNIFOR	$ 63.16
CONTROL DYNAMICS	$ 62.84
BARNES STEVEN LEO	$ 62.78
CATHY RENE STEELE	$ 62.50

Vendor	Amount	
CORINNE MARIE ROESSL	$	62.00
ETHAN DAVID LUCIO	$	62.00
ISAAC AARON ZENZ	$	61.50
JOHNSON, ERIC	$	61.44
MICHELLE RENAE HOEK	$	61.38
PETER AND LYNNE HOME	$	61.36
CONNOR PESHEK	$	61.20
COLE HOFSTRA	$	61.20
MOLLY ELIZABETH PHIL	$	60.88
AUSTIN MICHEAL DOTY	$	60.75
MELISSA ANNE WOLTERS	$	60.63
MARS KAREN	$	60.61
ALEXA LEE KAPENGA	$	60.50
KARLY MARIE VANKOEVE	$	60.38
JOHN EDMOND CLARK J	$	60.13
Brandon Blank	$	60.00
FOREMOST INSURANCE G	$	60.00
KEVIN KIHNKE C/O MAG	$	60.00
MOLLY SUE HOUGHTALIN	$	60.00
ALYANNA EVELYN RIOS	$	59.25
ERIC THOMAS FEENSTRA	$	59.00
JEFFREY ALLEN BARBER	$	58.88
DOORDASH	$	58.50
FIFTH THIRD BANK	$	58.20
BRIAN PAUL SOUSLEY	$	57.88
RODNEY SWARN	$	57.50
THOMAS DAVID WEERSIN	$	57.38
AMY LYNNE MORRIS	$	57.13
LEAH NICOLE BERGHORS	$	57.00
AIRGAS USA LLC	$	56.72
JODY SUE LONGNECKER	$	56.50
KIRK WILLIAM VANKLEY	$	55.25
RUTH EVELYN VALDEZ	$	55.25
TOM E BRUURSEMA	$	55.13
BROWN & BROWN OF MIC	$	55.00
OTTAWA COUNTY BAR	$	55.00
MESMAN TYLER	$	54.94
TOVEY ROBERT	$	54.94
MARY BETH VANDERMEUL	$	54.63
UTTING DAVID	$	54.07
NICHOLAS WADE GRIMM	$	53.88
JOHN ALBERT VINOSKI	$	53.75
CHAU NEUNG	$	53.60
DAVID PAUL BONTHUIS	$	53.50
SHERRY LYNN MIEDEMA	$	53.50

Vendor	Amount
ALEX LAC PHAN	$ 53.38
CHARLES ALBERT BURKE	$ 53.38
ASHLEY MORGAN WINTER	$ 53.38
KRISTA JEAN BURGETT	$ 53.25
MARC STEPHEN DREYER	$ 53.25
ROSA SULLIVAN	$ 53.19
BARBRA LEE RIVERA	$ 53.00
JOSE LUIS MEZA	$ 52.88
NORMA LIZETH BARAJAS	$ 52.75
HOWELL JACKSON	$ 52.13
AIMEE LEIGH SCHUITEM	$ 52.00
SPLASH CAR WASH LLC	$ 51.36
GORIS STEPHANIE	$ 51.32
TUBERGEN JAY	$ 50.92
SCELSI DAWN	$ 50.91
CHEVERON SYLVESTER F	$ 50.75
BASS AUSTIN	$ 50.57
SUE ANN SMITH	$ 50.50
GRANT DOUGLAS WILER	$ 50.25
MELISSA TOMINAC	$ 50.07
AARON MICHAEL MORGAN	$ 50.00
CHEMICAL BANK ATTN:	$ 50.00
BANK OF AMERICA	$ 50.00
BETZOLD LAW	$ 50.00
CHERYL VANDENBERG	$ 50.00
FEDERATED INSURANCE	$ 50.00
GRAND RAPIDS BAR ASS	$ 50.00
FRANKENMUTH INSURANC	$ 50.00
FLEX	$ 50.00
DUROCHER DOCK & DRED	$ 50.00
GRAND HAVEN STEEL PR	$ 50.00
LONG RANGE ARCHERY	$ 50.00
JACOB HARRY BULTEMA	$ 50.00
Jana Sathre	$ 50.00
ITTY BITTY BAR	$ 50.00
LITTLE CAESARS PIZZA	$ 50.00
HOLLAND HOSPITAL	$ 50.00
JUDICIAL SERVICES GR	$ 50.00
MICHAEL S KARSTEN	$ 50.00
PARISH NIJEE-JEKEL M	$ 50.00
PADNOS IRON & METAL	$ 50.00
NOAH CONNER	$ 50.00
ORCHARD MARKET	$ 50.00
PARKWAY AUTO SALES	$ 50.00
LYNN & DENNIS DAUGHE	$ 50.00

Vendor	Amount
ROBERT FELDKAMP	$ 50.00
WILLIAM FEGEL	$ 50.00
ROBIN MCRAE	$ 50.00
STACEY DOWNS	$ 50.00
WASHINGTON COUNTY SH	$ 50.00
WILLIAM EHMANN	$ 50.00
TIMOTHY MAUCH	$ 50.00
FREDERICK WAYNE CIZA	$ 49.88
REBECCA LEIGH NIELSE	$ 49.63
LOU ANNE DINGMAN	$ 49.50
THERESIA LYNN BREWER	$ 49.38
TIMOTHY JAY SAAGMAN	$ 49.25
MOLLY ELIZABETH WIER	$ 48.50
RACHEL DAWN KEUR	$ 48.38
JEFFREY DAVID SMOES	$ 48.25
SCHURMAN ROBIN	$ 48.24
ANNA MARIE DORN	$ 48.13
Amanda Hoving	$ 48.00
DARYL EDING	$ 48.00
WILLIAM CHARLES JACH	$ 47.88
First American Title	$ 47.81
ROSE EMILY SPICKLER	$ 47.63
VALENZUELA ALMA	$ 47.57
JAMES WOLTZ	$ 47.50
AMANDA GRACE VELDHEE	$ 47.25
THOMAS BRIAN GOLLADA	$ 47.00
LOPEZ, RAMON SOTO	$ 46.80
KYLE JONATHAN BUSH	$ 46.00
KRISTIN JOY BUSKARD	$ 45.88
KLAVER GERARD	$ 45.00
JALIN MALIEK JONES	$ 45.00
JADE RHEANIN HASSON	$ 44.00
EMILY CHRISTINE KUBB	$ 43.38
ROBIN LOUISE MICHAEL	$ 43.00
FISHER LEE	$ 42.88
JAN MARIE MARSHALL	$ 42.75
BRANDON NED LOUKS	$ 42.38
BALDWIN BRENDT	$ 42.21
LINHTHONG MANGMOUN	$ 42.00
Jake Vanhook	$ 42.00
CHRISTOPHER JAMES HA	$ 41.75
JARED MARK CHING	$ 41.56
JEBADIA MOCKRIDGE CO	$ 40.75
ALYSSA JEAN KUIPER	$ 40.38
KENNY KANG LY	$ 40.13

Vendor	Amount
CHASE CARD SERVICES	$ 40.00
ALISON GILLHESPY	$ 40.00
FREDRICK HOFFMAN	$ 40.00
Edward Wenerski	$ 40.00
FLAGSTAR BANK - MAIL	$ 40.00
CROSS COUNTRY CYCLE	$ 40.00
HUNTINGTON NATIONAL	$ 40.00
Jill Roof	$ 40.00
WILLIAM PATRICK SEIL	$ 40.00
Samantha Schulthies	$ 40.00
Sue Thompson	$ 40.00
BLAKE CONNOR WHEELER	$ 39.75
LUISANGEL LINARES	$ 39.75
GREGORY WALTER BARTL	$ 39.25
MACHASIC RYAN H	$ 39.00
BIELIK JENNIFER	$ 38.86
MAKALA JAE YOST	$ 38.25
CHAD DOUGLAS WHELTON	$ 37.88
ADAM LEE ENO	$ 37.63
DARLENE DEE STEVENS	$ 37.25
GIRMSCHEID BRITTA	$ 36.85
EMILIO RAUL-LUIS SAL	$ 36.84
PARKSIDE STORE	$ 36.73
SILVER LAKE PIT STOP	$ 36.72
SILVER POINT GENERAL	$ 36.72
MICHELLE ELIZABETH H	$ 36.63
EDOUARD CHARLES OUEL	$ 36.13
CURTIS DALE WALBURG	$ 35.88
JP GRAND HAVEN LLC	$ 35.45
MARY KAY BAIRD	$ 35.25
ERIC PENNINGTON LYNE	$ 35.00
ROBERT DANIEL LOFFLE	$ 34.88
Kimberly DeGlopper	$ 34.00
BLAINE ALLEN LITTERA	$ 33.25
MARK WILLIAM MILLER	$ 33.25
Kim Sears	$ 33.00
MICHIGAN TOWNSHIPS	$ 33.00
MERRYMAN SHERRI	$ 32.97
Carol Baldwin	$ 32.00
Alex Allion	$ 32.00
Conan Smith	$ 32.00
E H	$ 32.00
Lauren Halter	$ 32.00
Kay Church	$ 32.00
Jon Crooks	$ 32.00

Vendor	Amount	
Mike Carter	$	32.00
Patti McConnell	$	32.00
Troy Bienash	$	32.00
Traci Montgomery	$	32.00
NICOLE RAE SKODACK	$	31.50
CLEARSTREAM TITLE	$	31.11
TYLER WILLIAM-HAZEN	$	31.00
SMILEMAKERS INC	$	30.97
DANIEL THOMAS STRENG	$	30.88
DANIEL RYAN MOSACK	$	30.75
ADECCO	$	30.00
DICK'S SPORTING GOOD	$	30.00
GLASSOURCE	$	30.00
JULIE CAPLINGER	$	30.00
Linda Lee	$	30.00
OLIVIA ANCIL ARENT	$	30.00
MEEMIC INSURANCE COM	$	30.00
Samantha Annese	$	30.00
TRACY THERESE MELVIL	$	30.00
CLONE'S COUNTRY STOR	$	29.67
Tara Blackburn	$	28.30
SHERRY ANN WELLS	$	28.25
HAAS JOELLEN	$	28.14
CATHERINE MARIE CAST	$	28.00
WEST MICHIGAN PROCES	$	28.00
LAKE MICHIGAN CREDIT	$	27.00
MARSHALL BLAKE DYS	$	26.50
TIM KAMPHUIS	$	26.28
FERRIS PAMELA	$	26.13
VERIZON WIRELESS	$	25.02
ADMIRAL PETROLEUM CO	$	25.00
COMENITY ALLIANCE BA	$	25.00
CHARLES VERBEEK	$	25.00
HIGHLANDS INSURANCE	$	25.00
Dongwoo Yoon	$	25.00
ELIZABETH OLENICZAK	$	25.00
ELIZABETH SHOEMAKER	$	25.00
ERIC SNOVER	$	25.00
HOLLAND TRANSPLANTER	$	25.00
Laurie Van Wyk	$	25.00
Jennifer Headrick	$	25.00
JUDE F. KILDEE	$	25.00
HOME DEPOT	$	25.00
IMPACT FAB INC	$	25.00
LIFE STREAM CHURCH	$	25.00

Vendor	Amount	
ICON SHELTER SYSTEM	$	25.00
MARISSA & MITCHELL V	$	25.00
Mellony Cude	$	25.00
Matthew Cude	$	25.00
MACATAWA BANK	$	25.00
MIGUEL GONZALEZ JR	$	25.00
WESCO	$	25.00
SCOTT AND KRISTI JON	$	25.00
SARAH DEWITT	$	25.00
SPEEDWAY HOLLAND	$	25.00
AMY SUE MCCORMICK	$	24.72
Carrie VanKlompenber	$	24.00
MATTHEW RYAN HILLMAN	$	23.13
AUSTIN JAMES RAMIREZ	$	23.00
SHERMAN KRISTINA	$	22.78
COOK WENDI	$	22.52
JAMES ROGERS WACHTER	$	22.50
MCCONNELL CHRISTINA	$	22.38
MICHELE ROBIN SCHEPE	$	22.38
DENNIS JOHN JACKSON	$	22.25
CHRISTOPHER EDWARD K	$	22.00
LAKEVIEW COMMUNITY C	$	22.00
DEREK OTTENBAKER	$	20.96
PATRICK ALLEN REED	$	20.38
BECKY ANN SECKLER	$	20.25
Alexandra Gorbach	$	20.00
Cassandra Karr	$	20.00
GREEN MEADOW RIDGE L	$	20.00
ERIN COLLINS	$	20.00
HOLLAND DEPARTMENT O	$	20.00
JON & MICHELLE MARTE	$	20.00
KARLA MINGERINK	$	20.00
HOMER SLABAUGH	$	20.00
HUNTINGTON BANK	$	20.00
MEIJER INC.	$	20.00
Patrice Vrona	$	20.00
PHAYVANE PHIMMASANE	$	20.00
Nina Baranowski	$	20.00
Rick Veldman	$	20.00
MIRANDA ROXANE SCHRU	$	20.00
Rachel Powell	$	20.00
MATTHEW MISNER	$	20.00
TRUE VALUE HARDWARE	$	20.00
THOMAS SHIFLETT	$	20.00
TRANS PAC SOLUTIONS	$	20.00

Vendor	Amount	
THE ESTATE OF JOSEPH	$	20.00
CIERLAK LAURA	$	19.83
MIDDLETON AMY	$	19.70
MICHELLE LYNN HOUSLE	$	19.00
FIDELITY NATIONAL AG	$	18.92
PARODY CHERYL	$	18.76
MCDONALD MORGAN	$	18.76
WALLACE JOHANNA	$	18.76
ROBERTS CHAD	$	18.76
JENNA LEE FULLER	$	18.38
BONTER MOLLIE	$	18.36
KENNETH BENTON	$	17.50
KURT OSWALD	$	16.53
KARA WIERSMA	$	16.33
ASHLEY MARIE HANCOCK	$	16.25
GERBER COLLISION & G	$	16.14
MATTHEW DAVID ROGERS	$	16.11
Bruce Vandenbosch	$	16.00
Andrew Travis	$	16.00
Chara Bouma-Prediger	$	16.00
Beverly Cook	$	16.00
Danielle Dykert	$	16.00
Liz Lystra	$	16.00
Julie O'Dell	$	16.00
Jonathan Mulder	$	16.00
Jennifer Braga	$	16.00
Kristi Yonkers	$	16.00
Jordan Posey	$	16.00
Jessica Gulczynski	$	16.00
Jenni Lewis	$	16.00
Margaret Berg	$	16.00
Mark Wertman	$	16.00
Melissa Gross	$	16.00
Nancy DeVries	$	16.00
Richard Hoeferkamp	$	16.00
NEXT LEVEL MANUFACTU	$	16.00
Rachel Gray	$	16.00
Michele Bishop	$	16.00
Tracy Sager	$	16.00
Rori Meyer	$	16.00
Scott Rumpsa	$	16.00
Sierra Cole	$	16.00
TEACHOUT CHRISTIAN	$	16.00
NEXT DOOR TITLE AGEN	$	15.99
EDWARD OR ALTA VANDE	$	15.58

Vendor	Amount
BROWN ADAM	$ 15.00
ALPINE STUDENT LIVIN	$ 15.00
BRAYDEN SKOGLER	$ 15.00
CHERYL CROSS	$ 15.00
SAM'S CLUB	$ 15.00
WESTERN THEOLOGOICAL	$ 15.00
POTTER LAUREN	$ 14.74
Catherine Day	$ 14.50
Elyse Cisler	$ 14.00
NANCY JENSEN	$ 14.00
BRACK DERICK	$ 13.66
PLANTENGA'S CLEANERS	$ 13.40
ROGERS ANGIE	$ 13.40
ZELICHOWSKI ERIC	$ 13.40
VANDERHOFF CHELSEA	$ 13.40
MICHAEL RAK - TRUSTE	$ 12.81
BEN'S RUBBER STAMPS	$ 12.70
BRIAN ZORIEL REYES	$ 12.63
ANDREW CORWIN	$ 12.50
ACHTERHOF EMILY	$ 12.50
FREMONT INSURANCE	$ 12.50
JOHN SIBBLE	$ 12.50
RUSSELL CELLULAR (VE	$ 12.50
FREDERICK OLGA	$ 12.46
MARIN JONATHAN	$ 12.46
MANUEL JOSEPH MAURIC	$ 12.24
ARIZOLA ESTHER	$ 11.52
UGANSKI LISA	$ 11.06
BRIAN CARTER	$ 10.88
MEDINA NAHUEL	$ 10.72
JOSEPH VANCE-IRA SCH	$ 10.68
STEPHANIE VICTORIA A	$ 10.68
TAYLOR CORINNE WOOD	$ 10.62
KWANTES MEGAN	$ 10.05
CHARLES VANNETTE	$ 10.00
Abigail Paxton	$ 10.00
Chris Mendels	$ 10.00
Allanah Brooks	$ 10.00
Alexander Hobbs	$ 10.00
AMY WATKIN	$ 10.00
Ashleigh Schuchardt	$ 10.00
CITY OF GH - HARBOR	$ 10.00
Ed DeVries	$ 10.00
Donna Richert	$ 10.00
GRAND HAVEN SHELL	$ 10.00

Vendor	Amount	
GRAND RAPIDS OPTHALM	$	10.00
Kaitlyn Coeling	$	10.00
Lavonne Overton	$	10.00
Karin Yacullo	$	10.00
Marjorie Gilde	$	10.00
Monica Verplank	$	10.00
Patrick Gedeon	$	10.00
PATRICK OVERWAY	$	10.00
Lucy Bolter	$	10.00
SHANNON HAMMERLE	$	10.00
Stephen Bosch	$	10.00
Tamara Lubic	$	10.00
Theresa Gargala	$	10.00
Tracy Whitehead	$	10.00
TERRI INGRAM	$	10.00
ROMELIO DIEPPA	$	9.90
KIRCHHOFF LEAH	$	9.85
RICHARD PEARCE	$	9.72
DEWEY ERIN	$	9.38
HARVEY ASHLYN	$	9.38
KUZAK ROBERT	$	9.38
OOMEN TRACY	$	9.38
DANIEL VANDENBOSCH	$	9.12
Laurie Ash	$	9.00
Sherry Overton-Fry	$	9.00
ADAM ROBERT HAMELINK	$	8.73
KOOIMAN-HIRDES BRIAN	$	8.71
JULIE ORING	$	8.40
GRISELDA DELROCIO CH	$	8.34
ZEELAND ATHLETIC BOO	$	8.34
BLADEK ROBERT	$	8.04
Clare Bourassa	$	8.00
Chuck Dickerson	$	8.00
Brookelyn VanderLaan	$	8.00
Chelsea Dornbos	$	8.00
Abby Maat	$	8.00
Julie Rucinski	$	8.00
Karen Wyszczelski	$	8.00
Jennifer McNamara	$	8.00
Jessica Dunn	$	8.00
Laura Nelson	$	8.00
Richard Gerdy	$	8.00
Mary Collins	$	8.00
Tammy Engel	$	8.00
ADRIAN JOSEPH BUCKOW	$	7.95

Vendor	Amount	
LOUTONYA RENEE ROCHA	$	7.95
SHAWANNA RENEE OTOLS	$	7.95
DAWN STEVENS	$	7.56
JESSICA LINN DAVIS	$	7.56
Dirk Van Bruggen	$	7.00
Lacey Houghteling	$	7.00
Lindsey Vesnic	$	7.00
Shannon Berlin	$	7.00
P & P WIRELESS	$	6.75
MEIJER, INC	$	6.25
BENTLEY ZURIAH MCCOR	$	6.00
Gwen Boeve	$	6.00
DAIN PAUL STEWART	$	6.00
LINDA LOU HAMELINK	$	6.00
JOZLYNN RAJAY MCCORM	$	6.00
Lisa Adkins	$	6.00
Jennifer Letcher	$	6.00
IZREAL ANTHONY ARISP	$	6.00
Pamela Stevens	$	6.00
ROBERT EARL HAMELINK	$	6.00
ROBERT ROBERTSON JR	$	6.00
KELLY DELORES CROSS	$	5.64
BLAINE JAY DEYOUNG	$	5.49
Breanna Caswell	$	5.00
Amber Darsch	$	5.00
Ann Wierengo	$	5.00
Ann Van Heest	$	5.00
Angela Venderley	$	5.00
Heather Foote	$	5.00
Debbie Soliz	$	5.00
Grace Billington	$	5.00
JARED CURTIS	$	5.00
Jennifer Louzon	$	5.00
Jackie Burkel	$	5.00
Lena Riemersma	$	5.00
Katie Rice	$	5.00
James Fyfe	$	5.00
Jacqueline Ball	$	5.00
Linda Anderson	$	5.00
Jonelle Rosin	$	5.00
Mariel Borgman	$	5.00
Mykela McClain	$	5.00
Nancy Wolf	$	5.00
Taylor Vandenbeldt	$	5.00
Yvonne Boon	$	5.00

Vendor	Amount	
Shannon Foerch	$	5.00
Rory Thibault	$	5.00
Sue Burkhardt	$	5.00
Natalie Prince	$	4.50
TRUENORTH	$	4.16
Andrea Reenders	$	4.00
Lacey Wagner	$	4.00
Kriste Parsons	$	4.00
Katharine St Aubin	$	4.00
Allison Ring	$	3.00
DIANE SCOTT	$	2.50
VAN HYDRAULICS INC	$	2.50
UNEMPLOYMENT INSURAN	$	2.00
Maricolleen Covingto	$	1.66
Hannah Weber	$	1.00
Hal Pullen	$	1.00
Kate Alexander	$	1.00
Vicki Rumpsa	$	0.47
Grand Total	**$**	**24,467,236.88**

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

Vendors	Amount	
AMAZON MKTPLACE PMTS	$	11,861.35
WASHINGTON CHURCHILL	$	6,788.17
AMAZON.COM	$	5,932.56
MICHIGAN, STATE OF	$	5,510.00
EDUCATION DEV CTR	$	5,500.00
NATIONAL ASSOCIATION	$	4,330.00
UNITED AIRLINES	$	4,013.98
ODP BUSINESS SOLUTIO	$	3,548.34
INTERNATIONAL LAW EN	$	3,050.00
AVASANT	$	2,950.00
DELTA	$	2,518.00
SQ	$	2,251.86
THE HOME DEPOT	$	2,126.01
BOB BARKER COMPANY	$	2,075.16
GRAINGER INC	$	2,048.86
NATIONAL COUNCIL FOR	$	1,950.00
PRINTING SYSTEMS INC	$	1,833.53
SUPPLYHOUSE.COM	$	1,735.72
CDW GOVERNMENT INC	$	1,685.11
WALMART STORES INC	$	1,634.82
PAYPAL	$	1,613.00
ACTION CHEMICAL	$	1,583.52
EB *TEDXMACATAWA 201	$	1,495.00
TOMMY'S EXPRESS LLC	$	1,465.98
ADVANCE DIGITAL MEDI	$	1,403.75
INT'T LAW ENF EDUCAT	$	1,320.00
AIRBNB HMART8WCRR	$	1,318.53
GOVERNMENT FINANCE O	$	1,305.00
FAIRFIELD HOTELS	$	1,265.51
HILTON	$	1,261.67
VISTAPR*VISTAPRINT.C	$	1,236.59
INTUIT INC	$	1,230.94
MICHIGAN MUNICIPAL	$	1,198.00
GRAPHIX SIGNS & EMBR	$	1,098.93
PWD SYSTEMS LLC	$	1,094.25
LIFELINE TRAINING -	$	1,077.00
S.A. MORMAN & CO	$	1,059.66
PENSKE TRK LSG 78522	$	1,059.30
GREANLEAF HOSPITALIT	$	1,021.65
CONNECTICUT COMMUNIT	$	1,000.00
FSP*MICHIGAN COUNCIL	$	990.00

Vendors	Amount	
SOARING EAGLE HOTEL	$	983.94
MUSKEGON FIRE EQUIPM	$	978.21
REGENCY MIDWEST VENT	$	948.90
GENERAL TRENDS LLC	$	864.71
WPY*2013 NATIONAL WO	$	800.00
CRISIS PREVENTION IN	$	749.75
WEST MICHIGAN POSTAL	$	735.90
SAFER SOCIETY FOUNDA	$	701.50
CORRECTIONAL COUNSEL	$	700.41
COMFORT INNS	$	699.81
ASSOCIATION OF F	$	685.00
GOTPRINT.COM	$	666.23
TRACTOR SUPPLY	$	649.53
GPS*MUSKEGON COUNTY	$	637.04
NATL ASSOC FOR INTER	$	615.00
BARRETT BOATWORKS IN	$	605.00
GRAND HOTEL	$	593.82
MEIJER # 217	$	573.70
BARZEL LOCK	$	545.11
MICROSOFT CORP	$	540.00
STAPLES INC	$	539.32
SOUTHWEST AIRLINES	$	503.96
REI*LNRISK DATA EOM	$	500.00
CIT INTERNATIONAL	$	500.00
AMERICAN AIRLINES	$	499.20
CRYSTAL ENTERPRISES	$	497.04
MCKESSON MEDICAL	$	495.54
GEMMENS INC	$	489.82
D AND S NORTH LLC	$	474.91
ACADEMIC CHURCH &	$	471.91
GFS MKTPLC	$	459.94
AGENT FEE	$	450.00
VITALITY MEDICAL INC	$	437.52
LUCY'S MARKET & DEL	$	412.13
GRAND TRAVERSE RESOR	$	410.00
3CMA ONLIN* DC	$	400.00
MANCINO'S OF GRAND H	$	398.34
TECHSMITH CORPORATIO	$	397.04
BRIDGETOWER SUBSCRIP	$	389.00
CANDLEWOOD SUITES	$	381.94
SUPERIOR SPORT STORE	$	375.00
HOLIDAY INNS	$	360.40
LOWE'S HOME CENTERS	$	360.25
LANSING SANITARY SUP	$	351.50
MICHIGAN ASSOCIATION	$	335.00

Vendors	Amount	
MENARD INC	$	332.40
SHELTERED WINGS INC	$	329.98
MORSE WATCHMANS INC	$	326.00
ZOOM VIDEO COMMUNICA	$	325.79
ETNA DISTRIBUTORS LL	$	322.18
BESTBUY.COM	$	309.98
GS-JJ.COM	$	309.00
REALTOR ASSOCIATION/	$	302.20
PESI INC	$	299.99
REPCOLITE PAINTS	$	292.80
HAMPTON INN HOTELS	$	292.70
PREMIER BIOTECH INC	$	287.93
CRAZY CROW TRADING P	$	285.65
SAM'S TOWN HOTEL AND	$	282.78
GOLDEN NUGGET	$	277.98
FTP TODAY	$	275.00
WOODLAND COMMERCIAL	$	264.62
ASHRAE	$	260.00
GLOBAL ONLINE LEARNI	$	257.00
WMSBF	$	250.00
SITEGROUND HOSTING	$	237.87
ACADEMY - CDR	$	234.00
WEST MICHIGAN DOCU	$	233.00
HOME2SUITES - KALAMA	$	232.05
HELP.USEMOTION.COM	$	228.00
MICHIGAN CERTIFICATI	$	225.00
CEUCREATIONSINC.COM	$	224.94
BEDFELLOWS INC	$	219.84
FACEBK R6PZSVJLL2	$	218.74
INTEGRITY BUSINESS	$	205.33
THE WEBSTAURANT STOR	$	195.35
KULLY SUPPLY	$	181.75
REGENTS OF THE UNIVE	$	179.00
PSI EXAM FEES	$	175.00
JJ OF GR INC	$	168.23
DELL COMPUTER CORP	$	167.10
TRINIDAD RESORT & CL	$	166.20
NAGC	$	160.00
TRUTECH TOOLS LTD	$	159.00
GANNETT NEWSPRPR CN	$	157.86
CHOW HOUND #9	$	157.56
STANFORD GSB EXED	$	150.00
THINKIFIC.COM	$	149.00
IU PARKING OPS-GARAG	$	140.00
BAM ENTERTAINMENT CT	$	139.09

Vendors	Amount	
WALGREENS #3349	$	136.97
CHALLENGE TARGETS	$	134.69
IN-SITU	$	132.00
CLASH GRAPHICS	$	131.96
KENDALL ELECTRIC	$	129.19
DE BRUYN SEED CO INC	$	128.94
MILESTONE AV TECH	$	127.68
SHERWIN-WILLIAMS CO	$	125.87
T REX ARMS INC	$	124.00
EVENTBRITE.COM ORG F	$	123.96
CANVA* 04063-4990158	$	119.99
TOUCH OF CLASS AUTO	$	108.75
ALLENDALE TRUE VALU	$	107.38
TRAVLURO HOTEL BOOKI	$	106.00
THE MANDT SYSTEM INC	$	105.00
MACATAWA AREA EXPRES	$	103.50
NFPA NATL FIRE PROTE	$	103.49
DOLLAR RENT A CAR	$	101.20
AMERICAN MOBILE DENT	$	99.00
GERALD R FORD INTNL	$	96.00
58TH DISTRICT COURT	$	95.34
SP * AED MARKET	$	85.86
SP BBMBATTERY.COM	$	84.95
LAKE MICHIGAN ANIMAL	$	81.05
D R MYERS DISTRIBUTI	$	80.03
FAMILY FARE	$	76.92
CERTIFIED MAIL ENVEL	$	75.69
CHECKR INC CHECKR.CO	$	74.79
PORT SHELDON BP	$	71.80
MAGUSGRANDRAPIDSAIRP	$	70.99
ENTERPRISE RENT-A-CA	$	70.69
ADOBE SYSTEMS INC.	$	69.97
GODADDY.COM	$	68.51
FAMILY FARM AND HOME	$	66.97
CHICK-FIL-A #03769	$	62.59
GUNMAGWAREHOUSE.COM	$	61.96
CSTE	$	60.00
LANSING COMMUNITY CO	$	60.00
EBAY INC.	$	60.00
FENCE CONSULTANTS OF	$	57.71
SPARTAN DISTRIBUTORS	$	57.48
LITTLE CAESARS 3763-	$	56.96
SAFARI BKS ONLINE-FL	$	56.55
OPTICS PLANET INC	$	50.26
HOLLAND COMMUNITY	$	50.00

Vendors	Amount	
GRAND RAPIDS BAR ASS	$	50.00
CHAMBER OF COMMERCE	$	50.00
BUDGET RENT A CAR SY	$	49.67
OTTAWA COUNTY FARMS	$	48.60
LITTLE CAESARS 3704-	$	47.96
FEDEX	$	46.85
RENTAL INVESTMENT IN	$	44.00
UBER TECHNOLOGIES IN	$	43.00
TARGET	$	42.36
GRAND RAPIDS CITY OF	$	42.00
RYCENGA BUILDING	$	40.87
APF*WAVELAND PROPERT	$	40.00
TWO CUPS COFFEE CO	$	39.80
KAAT'S WATER COND	$	39.20
US CAP VISITOR SERVI	$	33.90
BLUE SKYS APP	$	27.99
HOME TURF	$	25.12
NPDB NPDB-HIPDB.HRSA	$	25.00
FDLE CCHINET	$	25.00
THE SHIPPING DEPART	$	20.66
MAILCHIMP	$	20.00
SUBWAY 001768	$	19.15
ADVANCE STORES COMPA	$	17.79
MCDONALD'S F472	$	16.07
GRAND VALLEY DISTRIB	$	15.98
HOMETOWN PHARMACY #5	$	15.93
PARKING EP/PS	$	15.00
WESTERN MICHIGAN FLE	$	14.02
COMFORT CONTROL SUPP	$	14.02
MCDONALD'S F13570	$	13.60
AIRGASS NORTH	$	12.61
QUALITY CAR WASH	$	12.00
ERAC TOLL 564592624	$	10.95
DOLLAR-GENERAL #7493	$	10.40
MARATHON PETRO	$	10.29
MICHIGAN WEST COAST	$	10.00
3R&J CONSULTING	$	10.00
FARM & FLEET HOLLAND	$	9.78
UNITED PARCEL SERVIC	$	9.28
LIBIB.COM	$	9.00
VEED.IO PRO	$	6.29
GRAND HAVEN CAR LOVE	$	3.75
NEWSLINK 13 MIA	$	3.49
AMAZON WEB SERVICES	$	2.00
FS COM INC	$	(9.72)

Vendors	Amount	
D BAKER & SON LUMBER	$	(576.40)
Grand Total	**$**	**139,722.86**

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Quarterly Financial Status Report

Suggested Motion:

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the Special Revenue Funds, through the end of the 2nd quarter of Fiscal Year 2024.

Summary of Request:

The reports are distributed in department level detail for the year to date revenue and expenditure budgets and actual activity. The activity is summarized at the end of each report to reflect the total revenues, total expenditures, and fund balance.

Financial Information:

Total Cost:	$0.00	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☐ No	☑ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.
Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.
Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration: 5/7/24

Ottawa County
Where Freedom Rings

Karen Karasinski
Fiscal Services Director

Myra Ocasio
Fiscal Services Assistant Director

Fiscal Services Department
12220 Fillmore Street
West Olive, MI 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: kkarasinski@miottawa.org
mocasio@miottawa.org

TO: Finance and Administration Committee

FROM: Karen Karasinski, Fiscal Services Director

SUBJECT: Quarterly Financial Status Report

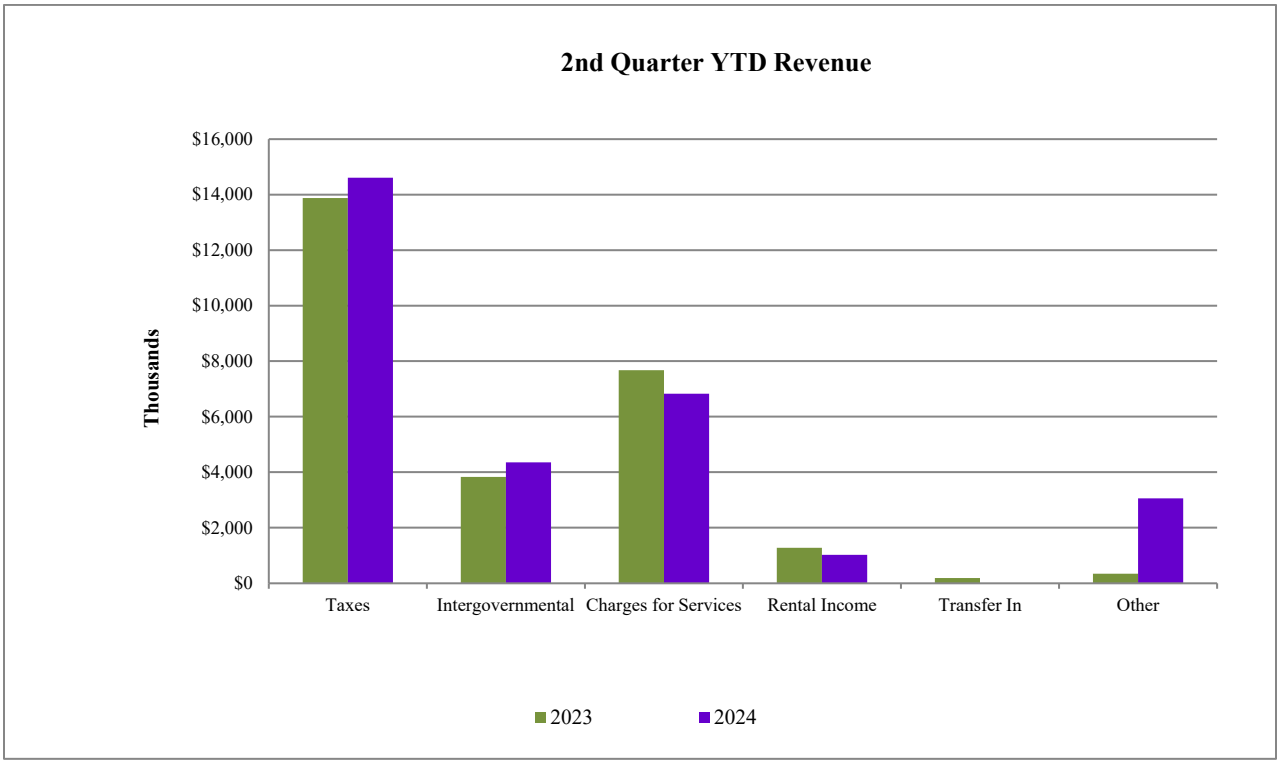
DATE: May 7, 2024

The second quarter of Fiscal year 2024 financial statements for the General Fund and Mental Health Fund as well as a summary for the Special Revenue funds are presented for your review. The attached schedules provide a budget to actual comparison for these funds. This memorandum is an overview intended to highlight significant trends and activities as well as provide an opportunity to discuss variances and/or events outside of the normal course of business.

General Fund
2nd Quarter 2024, Period Ending March 31, 2024

Period ending revenues and expenditures are on track with the budget for the General Fund.

REVENUE



- The tax revenue for the pass-thru levy for the Road Commission and Central Dispatch are billed in December, and generally received in December, January, and February. Property Taxes for County operating purposes are billed and generally received in July, August, and September. As of March 31st, the current trend is consistent with what we expect. Total amount received, as compared to budget, is consistent with the same quarter last fiscal year.

- Intergovernmental revenue is primarily comprised of the state share revenue and grant revenue. The County received an increase in the State Share revenue grant in FY24, along with several new state grants. The overall increase aligns with the adopted budget.

- Charges for Services revenue is primarily comprised of Indirect Administrative Services, Real Estate Transfer Tax and Miscellaneous Court Costs as well as Civil Infractions. The Indirect Administrative Services is an allocation of the central service departments expenses to all the internal departments of the county that are serviced. This line will generate less revenue this year due to changes in the administrative allocation to departments as adopted in the budget.

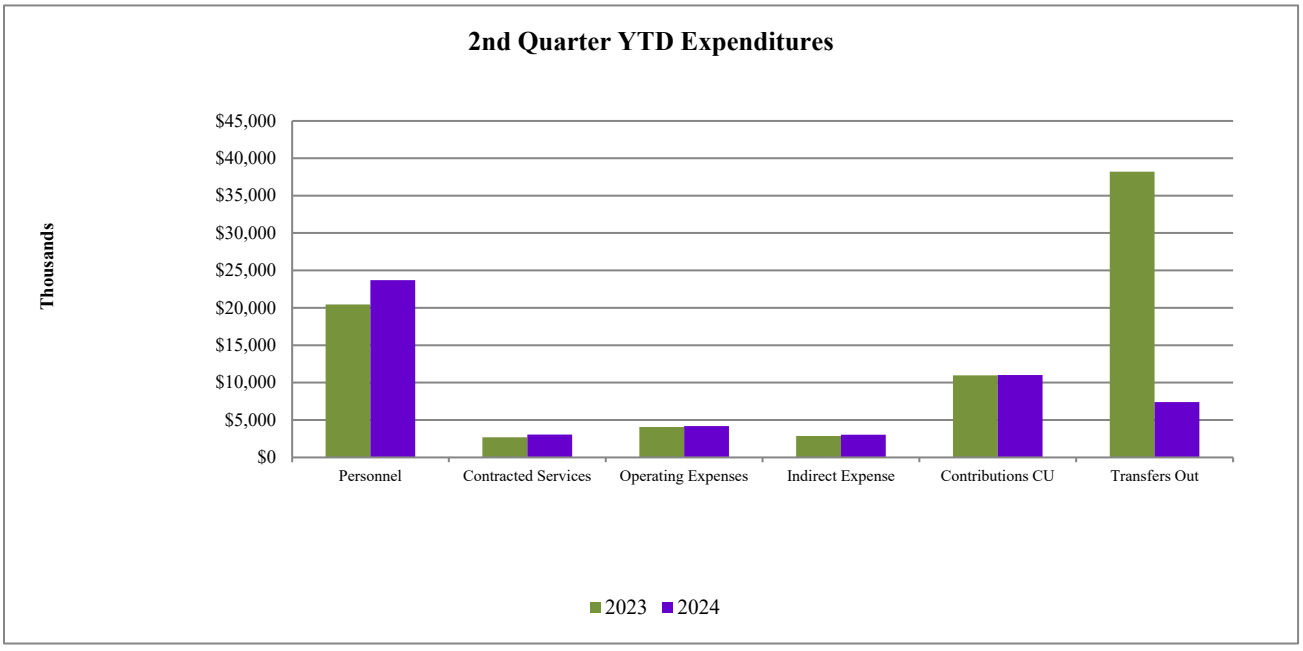
- Rental Income represents the amounts charged to internal departments for the use of the facilities.

- Transfer In represents funds transferred to the General Fund from other funds.

- Other revenue is comprised of donations and reimbursements as well as fines and interest on investments. The increase over last year is due to higher returns on investments as compared to FY23.

- All other revenues are in line with budgeted projections.

EXPENDITURE



- The increase in personnel is a result of the continued impact of the use of American Rescue Plan Act funds (ARPA). Last year, personnel expenses were lower because ARPA Revenue Replacement funds were used to pay personnel expenses for the following services; Court, Prosecuting Attorney, Clerk and Public Safety.

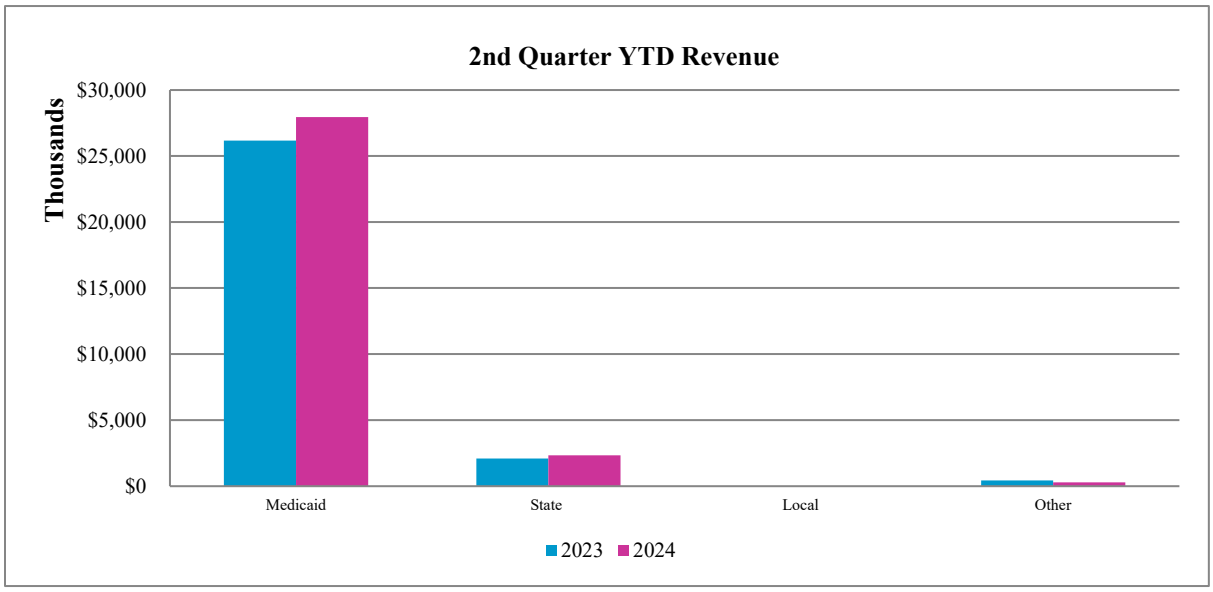
- The significant decrease in Transfers Out is due to the budgetary savings from the use of ARPA funds from the previous year which were transferred to the Board Initiatives Fund for revenue replacement projects for the County.

- Overall, appropriations are within a reasonable and historical consistent range for this time of year.

Mental Health Fund
2nd Quarter 2024, Period Ending March 31, 2024

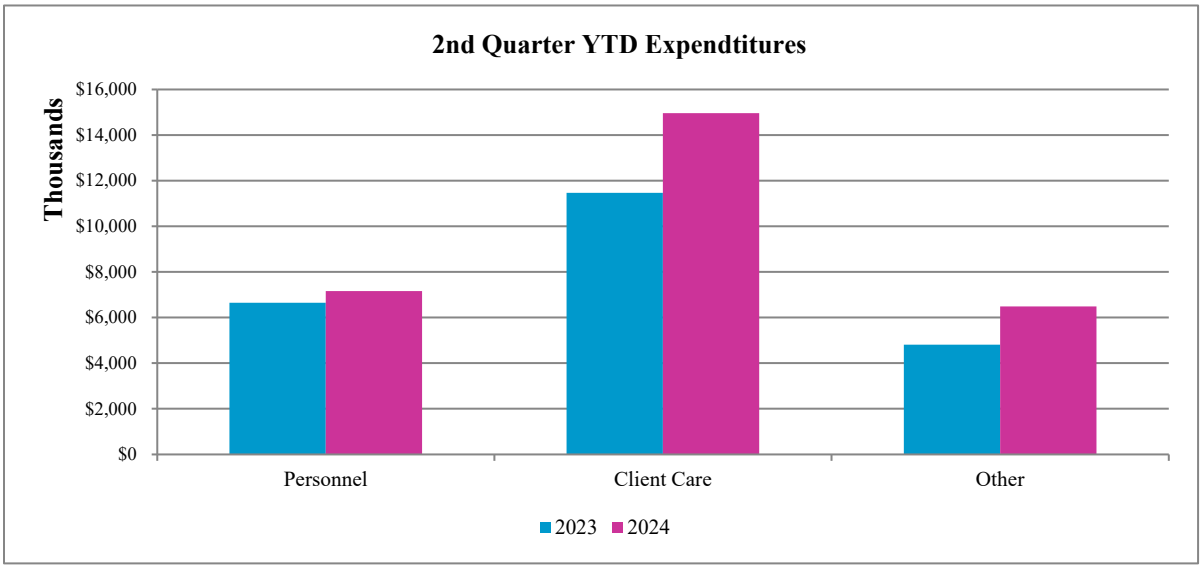
Mental Health revenues and expenditures are within budgeted projections through the second quarter.

REVENUE



- We have received updated rates from the Lakeshore Regional Entity (LRE). The current projection of revenue falls within the budgetary estimates for FY24. No budget amendment will be required at this time due to this update.

EXPENDITURES



- Personnel expenditures show an increase from 2023 to 2024 due to anticipated staffing salary and benefit increases. A significant portion of personnel provide direct care services.
- The increase in Client Care expenses over last year is due to multiple factors. Prior year billing from providers was slow due to a software conversion. Additionally, programs such as Autism Services increased rates by 3%.

GENERAL FUND (101) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2024, 2nd Quarter ending March 31, 2024

(with comparative actual amounts for Fiscal Year 2023, 2nd Quarter ending March 31, 2023)

	2024					2023	
	Original Budget	Amended Budget	Actual 3/31/2024	% Difference from budget	Difference from budget	Actual 3/31/2023	Actual Audited
Revenues:							
Taxes	$70,323,785	$70,323,785	$14,610,779	20.8%	($55,713,006)	$13,875,787	$65,180,497
Intergovernmental	14,485,837	14,572,985	4,356,350	29.9%	(10,216,635)	3,829,367	13,469,814
Charges for services	15,164,837	15,156,309	6,827,875	45.0%	(8,328,434)	7,674,563	15,484,619
Fines and forfeits	114,975	114,975	32,952	28.7%	(82,023)	43,606	129,742
Interest on investments	815,608	1,565,608	2,390,838	152.7%	825,230	(156,139)	1,518,559
Licenses and permits	366,300	366,300	138,550	37.8%	(227,750)	137,395	315,327
Rental income	2,707,809	2,707,809	1,023,521	37.8%	(1,684,288)	1,274,578	2,493,285
Other Revenue	621,921	879,409	635,187	72.2%	(244,222)	452,079	7,583,692
Transfers In	5,703,191	5,703,191	-	0.0%	(5,703,191)	186,104	5,140,937
Total revenues	$110,304,262	$111,390,370	$30,016,052	26.9%	($81,374,318)	$27,317,341	$111,316,475
Expenditures by Department:							
Board of Commissioners	$763,348	$763,779	$318,181	41.7%	$445,598	$303,867	$695,213
Circuit Court	5,716,923	5,364,254	2,344,795	43.7%	3,019,459	2,522,985	5,302,791
Clerk/Register of Deeds	4,473,858	4,319,482	2,057,808	47.6%	2,261,673	1,632,817	3,509,176
Community Action Agency	32,500	32,500	6,625	20.4%	25,875	7,250	29,000
Corporate Counsel	561,770	569,870	224,840	39.5%	345,030	182,506	568,279
County Administrator	1,155,014	1,158,945	429,403	37.1%	729,542	547,143	1,332,243
Department of Strategic Impact	1,954,367	2,254,957	888,076	39.4%	1,366,881	857,482	1,564,216
District Court	8,914,885	8,985,482	4,029,105	44.8%	4,956,377	3,983,064	5,849,893
Diversity Equity and Inclusion	0	0	0		0	138,170	130,576
Equalization	1,864,985	1,906,415	873,448	45.8%	1,032,967	831,182	1,762,593
Facilities	6,732,190	6,799,170	2,234,133	32.9%	4,565,037	2,248,618	5,357,501
Fiscal Services	2,761,977	2,951,535	1,053,420	35.7%	1,898,115	775,536	2,050,062
Human Resources	1,592,212	1,603,675	637,110	39.7%	966,565	623,560	1,299,642
Innovation and Technology	629,025	638,645	266,855	41.8%	371,790	272,247	597,644
MSU Extension	421,118	423,899	271,776	64.1%	152,123	203,457	411,546
Non Departmental (Transfers, Insurance)	16,057,713	16,462,241	7,589,393	46.1%	8,872,848	38,319,006	58,118,808
Probate Court	1,169,958	1,184,082	477,816	40.4%	706,266	501,597	1,101,881
Prosecutor	6,046,437	6,187,327	2,559,604	41.4%	3,627,723	2,281,887	4,934,884
Public Defender	8,245	8,245	3,390	41.1%	4,855	3,739	3,774
Public Health	666,858	662,000	244,345	36.9%	417,655	243,611	610,603
Sheriff	31,420,330	31,692,096	13,701,302	43.2%	17,990,794	10,773,445	18,872,475
State Extension	590,613	593,911	143,298	24.1%	450,613	71,171	144,728
Treasurer	14,952,822	14,946,866	11,410,299	76.3%	3,536,567	11,385,974	13,925,925
Water Resources	1,363,354	1,344,022	605,428	45.0%	738,593	545,456	1,159,833
Total General Fund Expenditures	$109,850,501	$110,853,399	$52,370,452	47.2%	$58,482,946	$79,255,774	$129,333,286
Net change in fund balance	453,761	536,972	(22,354,400)		(22,891,372)	(51,938,433)	(18,016,812)
Fund balance, beginning of year	38,221,397	38,221,397	38,221,397		0	56,238,209	56,238,209
Fund balance, end of year	$38,675,158	$38,758,369	$15,866,997		($22,891,372)	$4,299,776	$38,221,397

MENTAL HEALTH (222) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2024, 2nd Quarter ending March 31, 2024
(with comparative actual amounts for Fiscal Year 2023, 2nd Quarter ending March 31, 2023)

	2024					2023	
	Original Budget	Amended Budget	Actual 3/31/2024	Actual as a % of Budget	Difference from budget	Actual 3/31/2023	Actual Audited
Revenues:							
Intergovernmental	$61,351,445	$61,351,445	$30,940,330	50.4%	($30,411,114)	$28,753,880	$60,057,598
Charges for services	198,000	198,000	13,965	7.1%	(184,035)	30,800	$58,957
Interest on investments	72,320	72,320	-	0.0%	(72,320)	120,546	$165,293
Rental income	-	-	2,730	0.0%	2,730	2,730	$5,460
Other Revenue	4,000	4,000	23,297	582.4%	19,297	26,284	$57,074
Transfers In	588,823	588,823	234,960	39.9%	(353,864)	247,049	$501,360
Total revenues	$62,214,588	$62,214,588	$31,215,281	50.2%	($30,999,306)	$29,181,290	$60,845,741
Expenditures:							
Salaries	$10,770,709	$10,931,908	$4,488,732	41.1%	$6,443,177	$4,068,161	$8,951,316
Fringe Benefits	5,912,238	5,975,988	2,671,199	44.7%	3,304,790	2,575,418	$5,122,907
Supplies	214,401	273,860	81,332	29.7%	192,528	65,176	$186,909
Contracted Services	42,238,916	41,794,936	20,010,473	47.9%	21,784,463	14,885,353	$43,918,950
Operating Expenses	697,559	848,799	345,513	40.7%	503,287	362,525	$735,487
Maintenance & Repair	38,550	36,050	8,387	23.3%	27,663	10,673	$31,780
Utilities	167,041	167,372	67,743	40.5%	99,629	68,759	$133,045
Insurance	492,430	502,930	203,656	40.5%	299,274	222,876	$446,800
Indirect Expenses	1,460,984	1,460,984	730,491	50.0%	730,493	658,430	$1,316,860
Capital Outlay	-	-	-	N/A	0	-	$5,746
Transfers Out	-	-	-			-	-
Total Expenditures	$61,992,828	$61,992,828	$28,607,524	46.1%	$33,385,303	$22,917,371	$60,849,799
Net change in fund balance	221,760	221,760	2,607,757		2,385,997	6,263,919	(4,059)
Fund balance, beginning of year	266,476	266,476	266,476		-	270,535	270,535
Fund balance, end of year	$488,236	$488,236	$2,874,233		$2,385,997	$6,534,454	$266,476

COUNTY OF OTTAWA
Fiscal 2024

Special Revenue Funds	Original Revenue Budget	Adjusted Revenue Budget	Revenue Actual	% of budget	Original Expenditure Budget	Adjusted Expenditure Budget	Expenditure Actual	% of budget	Budgeted Fund Balance Gain (Use)	Current Fund Balance Gain (Use)
American Rescue Plan Act	-	-	-	#DIV/0!	-	-	-	#DIV/0!	-	-
Child Care	7,983,202	8,132,436	2,580,523	31.7%	8,433,321	8,582,555	3,493,553	41%	(450,119)	(913,030)
Concealed Pistol License	173,441	173,441	84,924	49%	96,098	100,868	51,455	51%	72,573	33,469
Crime Victim Assistance Fund	-	-	(3,510)	#DIV/0!	-	21,502	25	0%	(21,502)	(3,535)
Department of Health & Human Services	61,640	61,640	30,820	50%	61,640	61,640	28,108	46%	-	2,712
Early Voting	-	402,824	387,574	96%	-	399,835	156,607	39%	2,989	230,967
Farmland Preservation	1,685,250	4,034,769	588,080	15%	1,685,027	4,034,546	573,519	14%	223	14,561
Federal Forfeiture	121	121	-	0%	-	-	-	#DIV/0!	121	-
Friend of the Court	5,812,010	6,525,341	2,209,252	34%	5,812,010	6,516,813	2,935,598	45%	8,528	(726,347)
General Fund Board Initiatives	-	-	-	0%	5,000,000	9,610,935	510,358	5%	(9,610,935)	(510,358)
General Fund Cell Towers	243,272	243,272	113,579	47%	111,658	111,658	1,839	2%	131,614	111,739
General Fund DB/DC	4,640,843	4,640,843	-	0%	4,142,926	4,142,926	-	0%	497,917	-
General Fund Infrastructure	7,522	7,522	-	0%	125,000	125,000	125,000	100%	(117,478)	(125,000)
General Fund Solid Waste Clean-Up	22,929	22,929	-	0%	355,000	355,000	-	0%	(332,071)	-
General Fund Stabilization	-	-	-		-	-	-	-	-	-
Homestead Property Tax	9,232	9,232	37,796	409%	1,815	1,815	-	0%	7,417	37,796
Landfill Tipping Fees	926,191	1,936,191	309,993	16%	1,409,165	2,443,638	410,573	17%	(507,447)	(100,580)
Mental Health Millage & Grants	8,231,946	8,434,651	5,079,482	60%	9,239,584	9,442,289	4,575,292	48%	(1,007,638)	504,190
Opioid Settlement	171,990	171,990	-	0%	171,990	171,990	-	0%	-	-
Other Governmental Grants	5,344,638	6,427,850	736,802	11%	5,344,638	6,427,850	1,524,228	24%	-	(787,426)
Parks & Recreation	6,425,949	6,425,949	5,043,643	78%	6,019,154	6,085,821	2,101,866	35%	340,127	2,941,777
Public Defender's Fund	5,157,118	5,162,058	2,744,268	53%	5,157,118	5,162,058	2,183,366	42%	-	560,903
Public Health	12,932,910	13,493,494	5,778,283	43%	14,397,715	14,817,630	6,331,148	43%	(1,324,136)	(552,865)
Register of Deeds Technology	188,782	188,782	76,645	41%	276,494	277,136	131,982	48%	(88,354)	(55,337)
Sheriffs Contracts	11,519,861	11,552,461	5,717,506	49%	10,906,063	11,103,772	5,007,118	45%	448,689	710,387
Debt Service Funds	6,807,014	6,807,014	4,747,254	70%	6,807,014	6,807,014	4,847,966	71%	-	(100,712)
Capital Projects Funds	9,670,341	29,949,421	2,031,291	7%	6,802,885	39,039,316	1,952,897	5%	(9,089,895)	78,394
Building Authority Capital Projects	-	2,000,000	198,661	10%	-	12,083,630	5,858,419	0%	(10,083,630)	(5,659,758)

Action Request

Electronic Submission – Contract # 2280

Ottawa County
Where Freedom Rings

Committee: Board of Commissioners

Meeting Date: 5/14/2024

Vendor/3rd Party: STATE OF MICHIGAN

Requesting Department: STRATEGIC IMPACT

Submitted By: BECKY HUTTENGA

Agenda Item: MICHIGAN AG PRESERVATION FUND GRANT AGREEMENT

Suggested Motion:

To recommend a grant agreement in the amount of $205,971 with the Michigan Department of Agriculture and Rural Development for the purchase of an agricultural conservation easement.

Summary of Request:

On November 23, 2023, the Ottawa County Board of Commissioners approved a Purchase Agreement with Sue Boomgaard-Rasch and Charles Rasch to formalize the purchase of the development rights to 74.32 acres of farmland in Chester Township. The estimated value of the development rights is $418,000. The final value will be confirmed by certified appraisal in the next 45-60 days. The Rasch property application to the Michigan Department of Agriculture and Rural Development's Ag Preservation Fund Board was the top scoring application in the State, which resulted in an award of $205,971.The remaining funds will be supplied by the USDA-NRCS Regional Conservation Partnership Program ($67,774), landowner donation (+/- $108,680), and Ottawa County Farmland Preservation funds (+/-$35,575).

The Rasch property was the top scoring property in the 2023 Ottawa County Farmland Preservation Program application cycle and is closing on this easement is expected in last 2024.

Financial Information:

Total Cost: $205,971.00	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: *4/17/2024 3:26:39 PM*

Committee/Governing/Advisory Board Approval Date: 5/7/2024 *Finance and Administration*

240000003140

Grant Agreement

Regarding the

Michigan Agricultural Preservation Program

Between the

Michigan Department of Agriculture and Rural Development

and

County of Ottawa

March 1, 2024 – September 30, 2025

Michigan Department of Agriculture and Rural Development
Michigan Agricultural Preservation Program

By authority granted under Act No. 119 of the Public Acts of 2023, the Michigan Department of Agriculture and Rural Development, (hereinafter the “Grantor”) hereby agrees to provide the County of Ottawa (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is $205,971.00.

The grant shall be effective from March 1, 2024, through September 30, 2025.

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

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

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

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

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

Dated this _____ day of _____, 2024

_____
Joe Moss, Chairperson
County of Ottawa

Dated this _____ day of _____, 2024

_____
Stevie Glaspie, Director
Producer Services Division

Michigan Department of Agriculture and Rural Development
Grant Agreement

TITLE:	Michigan Agricultural Preservation Program
GRANTEE/ADDRESS:	Joe Moss County of Ottawa 12220 Fillmore Street, Room 260 West Olive, Michigan, 49460 Phone: 616-738-4862 E-mail: plan@miottawa.org
GRANTEE SIGMA ADDRESS:	County of Ottawa 12220 Filmore Street, Room 260 West Olive, MI 49460
GRANTEE SIGMA VENDOR:	CV0048100
GRANT ADMINISTRATOR/ ADDRESS:	John Krohn Michigan Department of Agriculture and Rural Development Producer Services Division P.O. Box 30017 Lansing, Michigan 48909 Phone: 517-243-7949 E-mail: krohnj@michigan.gov
TOTAL AUTHORIZED BUDGET:	$205,971
GRANT NUMBER:	240000003140

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

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

B. Procurement

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

C. Grant Changes

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

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

D. Regulation Compliance

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

E. Non-Discrimination Clause

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

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

F. Unfair Labor Practices

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

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

G. Liability Insurance

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

H. Indemnification

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

I. Use of Material

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

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

J. Assignability

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

K. Iran Sanctions Act

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

L. 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.

M. 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.

N. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement except as follows: Commissioners of county boards, township board members and volunteer members of a local Agricultural Preservation Boards or their family members may be considered for a grant from the Michigan Agriculture Preservation Fund if:

1. The local elected board member or volunteer board review member recuses themselves from all parts in the review and scoring of applications by the local government program for parcels they or other family members own, and;
2. The Michigan Agricultural Preservation Fund Board has reviewed a request from the elected board or local preservation program and has approved the elected board member or volunteer or family member for the grant.

NOTE: If federal funds are used, their conflict-of-interest policy will supersede Agricultural Preservation Fund Board policy.

O. Cancellation

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

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

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

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

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

P. Closeout

(A) 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.

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

Q. Electronic Funds Transfer

Payments under this Agreement are encouraged to be processed by Electronic Funds Transfer (EFT). The Grantee can register to receive payments by EFT at the SIGMA Vendor Self Service web site (www.michigan.gov/SIGMAVSS)

R. Freedom of Information

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

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The purpose of this grant program is to assist local units of government with purchasing development rights on agricultural land through the recording of a permanent conservation easement.

B. Statement of Work

The Grantee shall purchase an agricultural conservation easement on the property listed below. The Grantor and/or the Grantee reserve the right to alter the legal description due to prices paid for the development rights, the ability to obtain a good and clean title, and any other unforeseen circumstances. Additional parcels may not be added to this list.

Property	Size	Location
Charles A. Rasch and Sue Boomgaaard-Rasch, as trustees of the Charles A. Rasch and Susan Boomgaard-Rasch Trust	74.32	That part of the Northeast 1/4 and the Northwest 1/4 of Section 36, T9N, R13W, Chester Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S89°28'30"E 110.00 feet along the North line of said Northeast 1/4 to the Point of Beginning; thence continuing S89°28'30"E 219.63 feet along the North line of said Northeast 1/4 to the East line of the West 1/4 of the West 1/2 of said Northeast 1/4; thence S00°51'16"E 2661.24 feet along said East line to the East-West 1/4 line of said Section; thence N89°52'07"W 331.22 feet along said East-West 1/4 line to the center of said Section; thence N89°52'13"W 991.12 along the East-West 1/4 line of said Section to the West line of the East 1/2 of said Northwest 1/4; thence N00°50'13"W 2661.32 feet along said West line to the North line of said Northwest 1/4; thence S89°59'45"E 395.00 feet along the North line of said Northwest 1/4; thence S00°50'13"E 443.00 feet; thence S89°59'45"E 596.77 feet to the North-South 1/4 line of said Section; thence N00°49'09"W 288.00 feet along said North-South 1/4 line; thence S89°28'30"E 110.00 feet; thence N00°49'16"W 155.00 feet to the Point of Beginning. Contains 74.32 acres.

The Grantee shall:

1. Perform necessary legal and administrative actions to ensure proper acquisition and recordation of a valid agricultural conservation easement for the development rights purchased from the property description listed above.

    a. Operate and manage each conservation easement in accordance with the Grantee's purchase of development rights (PDR) program, this agreement, and Part 362 of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended.
    b. Prohibit uses on the encumbered properties that are not expressly permitted under MCL 324.36201(l). "Permitted use" means any use expressly authorized within an agriculture conservation easement consistent with the farming operation or that does not adversely affect the productivity of the farmland. Storage, retail or wholesale marketing, or processing of agricultural products is a permitted use in a farming operation if more than 50% of the stored, processed, or merchandised products are produced by the farm operator for at least 3 of the immediately preceding 5 years. Permitted use includes oil and gas exploration and extraction but does not include other mineral development that is inconsistent with an agricultural use.
    c. Prepare a baseline report documenting the conditions of the property at the time of easement. The baseline report shall be recorded as an exhibit within the conservation easement at the local Register of Deeds.
2. Ensure the conservation easement acquired under this agreement:

    a. Runs with the lands in perpetuity.
    b. Prevents the land from being converted to nonagricultural uses.
    c. Provides for the administration, management, and enforcement of the easement by the Grantee.
    d. Includes the following language under "Contingent Right in the State of Michigan" provision:

        "In the event that the County of Ottawa fails to enforce any of the terms of this easement [or other interests in land], as determined in the sole discretion of the Director of the Michigan Department of Agriculture and Rural Development, the said Director of the Michigan Department of Agriculture and Rural Development and his or her successors and assignees shall have the right to enforce the terms of the easement through any and all authorities available under federal or state law. In the event that the County of Ottawa attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement [or other interests in land] or extinguish the conservation easement

without the prior consent of the Director of the Michigan Department of Agriculture and Rural Development and payment of consideration to the State of Michigan, then, at the option of such Director, all right, title, and interest in this easement [or other interests in land] shall become vested in the State of Michigan."

e. Include signature of a responsible State of Michigan official on the conservation easement, accepting the State of Michigan's property interest in the easement.

3. Pay all costs of conservation easement acquisition.

   a. Use all funds for the acquisition of development rights from approved property.
   b. Funds may not be used for closing or related administrative costs incurred in acquiring the conservation easement.
   c. Ensure the consideration paid to the landowner for the conveyance of the conservation easement is no more than fair market value of the land conveyed.
   d. The Grantee will be reimbursed not more than 75 percent of the value of the conservation easement acquired.

4. The Grantee and the Grantor will co-hold the title to any conservation easement. Monitoring and enforcement of the easement will remain the responsibility of the Grantee.

5. Ensure the title to the property or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, ensure any outstanding interest are subordinated to the conservation easement.

6. Assure proper title evidence is secured and the State of Michigan interest is named on the title policy and insured to the full amount paid by the Michigan Agricultural Preservation Fund.

7. Ensure that American Land Title Association (ALTA) title insurance is issued for the acquisition and the title insurance company is approved by the State Insurance Commissioner. In the event of a failure of title, the Grantee will reimburse the Grantor for the amount paid.

8. Monitor the property under easement on an annual basis to ensure that the conservation easement is being implemented according to the easement provisions. Monitoring shall occur annually starting the year after the easement is recorded with the local register of deeds.

C. Budget

This is a deliverable based grant funded by state restricted revenue from the Michigan Agricultural Preservation Fund.

The maximum amount available is $205,971.00.

The Grantee or designated escrow agent must disburse a minimum 25 percent of the payment, representing the easement purchase price, to the landowner at the time of closing. Landowner donation of a portion of the value of the development rights may be considered as part of the entity's matching offer.

D. Payment Schedule

Payment will be made prior to the closing date on the conservation easement, and upon receipt of required documents listed in Reporting F.1.

E. Audit

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

F. Reporting

All documents shall be submitted to MDA-Grants@michigan.gov.

1. Thirty days before the closing date, the Grantee will submit:

    a. Final draft conservation easement for signature.
    b. Letter from the title company indicating the closing date, commitment, and estimated closing costs. The State of Michigan's share of the cost of the development rights should be indicated in the letter.
    c. Copy of the appraisal documenting the value of the development rights.

2. Thirty days after the closing date, the Grantee will submit:

    a. Title policy.
    b. Recorded easement with baseline report recorded as exhibit.

Ottawa County

GRANT QUESTIONNAIRE

To be completed prior to submitting Application / Proposal to Granting Agency
If you have any questions regarding this form, contact the budget/audit analyst assigned to your department or email grants@miottawa.org

GENERAL INFORMATION

Requesting Department: Strategic Impact Department Contact: Julie Lamer

Phone: 616 738-4852 Email: jlamer@miottawa.org Deadline to Submit: 01/09/2024

SECTION A

1. Grantor: ☐ Federal ☑ State ☐ Other: _____

   If Federal, provide Assistance Listing Number (ALN): _____

2. Name of Grant Program: Michigan Ag Preservation Fund

3. Grantor Contact Person: Chip Kraus

4. Grantor Phone: 517-294-2298 Email: KrausF@michigan.gov

5. How did you learn about this program? MDARD Ag Preservation Board

6. Grant Period Start Date: 03/01/2024 Grant Period End Date: 09/30/2026

7. Proposed Grant Amount: $205,971

8. Total Proposed Project Budget: $418,000

9. Proposed Local Match Amount $212,029
   and the Proposed Source(s) of the local match:

   Donation $108,680 from landowner Local Grant $67,774

   General Fund $0 Other: private fundraising $35,575

10. Please list the purpose of the grant: Provide financial assistance to protect and preserve farmland by purchasing development rights from an actively farmed property.

11. Which Category(s) best describe the Grant Purpose Area? *(check all that apply)*

    ☐ Programmatic ☐ Personnel Request

    ☑ Capital / Equipment ☐ Training

    If the purpose area involves training, how many people will be trained _____

    and what will be the total numbers of training hours per person _____

    If personnel request, how will staff be funded after grant period? _____

12. Is this a new grant? ☑ Yes ☐ No

13. Does this grant reoccur annually? ☐ Yes ☑ No Other: _____

14. Is there a projected cost savings associated with the grant? ☐ Yes ☑ No

    If yes, please explain cost savings: _____

15. Will there be future cost implication (i.e. maintenance, personnel costs, other) as a result of accepting this grant: ☑ Yes ☐ No

    If yes, please explain Approximately 3-5 hrs per year of personnel cost to yearly monitor the preserved property for compliance with established easement terms.

16. What is the method of submission of the grant application?

    ☐ Web-Based ☑ e-Mail
    ☐ USPS (Mail) ☐ Other: _____

    If web-based submission, who is proposed to submit the online application?

    _____

17. Please list specific County goals this program helps to achieve: _____

    Goal 2, Objectives 1 and 3

18. Please list specific Department goals this program helps to achieve: _____

    Dept Goal 3: Protect and improve quality of life in Ottawa County

19. What output-based measures will be used to determine the success of achieving the goals stated in question 17?

    Increased grant dollars secured for development rights

20. What outcome-based measures will be used to determine the success of achieving the goals stated in question 17?

    Increased acres of farmland permanently preserved

In addition to submission of a completed questionnaire, please also include the following documents (as applicable):

☑ Grant Application Form ☐ Grant Requirements ☐ Budget

I understand that all grant funded employees, services and/or operational expenses will be sunset at the end of the grant period unless shown to be cost justified, effective, and approved by the County Board of Commissioners. I also understand funding will be sunset if county revenues are not available for such activities after the grant expires.

Signature: _____ Date: 11/16/23
Department Director Requesting Grant

FOR OFFICIAL USE ONLY

Date Received: _____

Date Reviewed: _____

Approval Received:

Signature: _____ Date: _____ Signature: _____ Date: _____
County Administrator Fiscal Services Director

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

DR. TIM BORING
DIRECTOR

November 9, 2023

Dear Local Farmland Preservation Representative:

The Michigan Department of Agriculture and Rural Development (MDARD) and the Michigan Agricultural Preservation Fund Board are pleased to announce the Fiscal Year 2024 grant funding cycle. The Agricultural Preservation Fund and associated Agricultural Preservation Fund Board provides grants to eligible local units of government and their qualified Purchase of Development Rights programs (PDRs). Approximately two million dollars are available this grant cycle and the funds may be used for the purchase of development rights to preserve locally important farmland.

To be eligible for this grant cycle the local unit of government (county or township) must be currently qualified as a local PDR program recognized by MDARD. A qualified program is allowed to submit multiple applications and may be awarded more than one grant subject to available funding. Per Board policy, up to $250,000 will be set aside for new programs which is defined as a program with three or less agricultural easements completed through the Local Grants Program and/or the USDA Natural Resources Conservation Service's Agricultural Conservation Easement Program.

Applications must be submitted to MDARD-PDR@Michigan.gov no later than 4:00 p.m. (EST) on Tuesday, January 9, 2024. Complete applications received by the deadline will be reviewed and scored by a joint review committee. The final scoring results and recommended awards will be presented to the Michigan Agricultural Preservation Fund Board for approval during a regularly scheduled public meeting in early 2024.

The grant application form, a list of currently qualified farmland preservation programs, and information on how to become a qualified Local Purchase of Development Rights (PDR) program for future grant opportunities can be found at Michigan.gov/Farmland. If you have any questions regarding the application and submission process, please call us at 517-284-5663, or email MDARD-PDR@Michigan.gov.

Sincerely,

Chip Kraus
Farmland and Open Space Preservation

Enclosure

MICHIGAN AGRICULTURAL PRESERVATION FUND BOARD
LOCAL FARMLAND PRESERVATION PROGRAM
FY2024 APPLICATION FORM

APPLICATIONS DUE 4:00 p.m. Tuesday, January 9, 2024

Submit completed applications to:

MDARD-PDR@michigan.gov

Program Name:

_____

Program Type (County, Township, Multi-Township):

_____

Program Contact Person (Name, Email, Phone):

_____

_____

_____

List of Qualified Township(s) Participating (for County Programs):

NOTE:
Refer to Policies and Procedures under the scoring system section for detailed information on evaluation criteria.

SUMMARY WORKSHEET:

Please complete all the following:

Total amount of money requested from the Agricultural Preservation Fund for all properties submitted:	$
Estimated total value of the development rights of all the properties submitted (*a certified appraisal is not required*):	$
The amount of matching funds to be provided as a percent of the total estimated value of the development rights of the properties submitted for the grant. (*The minimum match must be at least 25% of the estimated total value of the development rights.*):	%
Total number of properties included in the application: Total number of acres included in the application:	____ Properties ____ Total Acres
Percentage of agricultural land in the local program area (*total acres of ag. land in local program area divided by total acres of land in the local program area*):	%
Percent of prime and unique soils and soils of local importance in the application *(# of acres that are prime, unique, local importance soils/total # of acres in the application)*	%
Percent of the land in the application covered by a Natural Resources Conservation Service (NRCS) approved conservation plan:	%
Number of properties verified under the Michigan Agricultural Environmental Assurance Program (MAEAP) OR number of properties completed Phase 1 and has a risk assessment:	____ MAEAP Verified ____ w/ Risk Assessment

PROPERTY WORKSHEET:

Complete this worksheet and attach the requested information for EACH property in the application:

1. Name of landowner(s):

2. Size of the property (acres): _____

3. Estimated price to be paid for the development rights: $_____

4. Matching funds to be provided for the property:

Source(s) of matching funds	Amount of match
	$
	$
	$
	$

Total Match: $_____

5. The current State Equalized Value for the property: $_____

6. The number of acres of land in agricultural production: _____

7. Percent of prime and unique soils and soils of local importance: _____

8. The priority ranking of this property as compared with the others in the application: _____

9. Date of NRCS conservation plan: _____

10. Date farm was verified with the Michigan Agricultural Environmental Assurance Program (if applicable) and under which system (cropping, farmstead or livestock) OR date of risk assessment (if not yet verified):
Date: _____ System: _____
Verified? Yes ☐ or No ☐

INCLUDE WITH EACH PROPERTY WORKSHEET:

- [ ] A map showing the location of the property.
- [ ] Legal description of the property.
- [ ] Tax bill(s) and deed(s).
- [ ] Certification that the surface mineral rights are controlled by the landowner (or that a third-party holder of the surface mineral rights would consent to subordination of those rights to the interest of the conservation easement).
- [ ] A signed option indicating the willingness of the landowner(s) to convey their development rights and enter into an agricultural conservation easement jointly with the local government and the State of Michigan.

LOCAL PROGRAM INFORMATION:

The following items should be addressed in a separate document and supporting documentation should be sent as attachments via email:

1. Submit the portion of the comprehensive land use plan that covers the required farmland preservation components for the participating townships. Plans must be less than 10 years old or reviewed within 5 years. Plans that are older than 10 years, must include a timeline for when a new plan will be adopted.

2. Description and supporting documentation of local commitment in farmland preservation.
   - Examples: millage, user fees, local tax, map of prioritized farmland preservation areas.

3. Description and supporting documentation of intergovernmental cooperation regarding farmland preservation efforts by submitting of one or more of the following:
   - Resolutions, letters of support, joint planning agreements, intergovernmental agreements, TDR between local entities, cooperative efforts between townships, reports from projects in which the units of government have cooperated together or other examples of other efforts that might qualify as intergovernmental cooperation in the land use area.

4. Description of conservation easement training by members of the local governing body that have received training within the last 4 years.
   - List the type of training received from the following: general understanding of conservation easement content, restrictions and enforcement, negotiation techniques, land appraisals, federal charitable benefits for donations, local tax implications, 1031 like kind exchanges, post mortem election under Federal tax law, capital gains questions associated with conservation easements.
   - List the names of members of local governing body that received training.
   - List dates the training was received.

5. Indication of the local capacity to execute a local PDR program.
   - Who is administering the program (list staff, consultants or partnerships)?
   - Is this person paid full or part time for work specifically to the PDR program?
   - Who is responsible for the annual monitoring of the easements (if applicable)?

6. Description and supporting documentation of tools used through planning and zoning to preserve farmland in the community. Select examples used from the following:
    - ☐ Township comprehensive land use plans that are compatible with county or regional comprehensive land use plans.
    - ☐ Communities participating in Joint Municipal Planning under the Joint Municipal Planning Act.
    - ☐ Zoning ordinances that are consistent with the comprehensive land use plan and effectively preserves agriculture.
    - ☐ Adoption of a Non-Contiguous Planned Unit Development Ordinance.
    - ☐ Sliding Scale zoning allowed in agricultural areas.
    - ☐ Density based zoning.
    - ☐ Increased residential densities in areas served with public utilities.
    - ☐ Other unique or unusual techniques for preserving farmland.

7. Submit agricultural economic development plan (if applicable).

8. Any other documentation that is not listed but would like to be considered by the Board for discretionary points.

All applications must be received via email by 4:00 p.m. Tuesday, January 9, 2024. Please submit completed application form and attachments to:

MDARD-PDR@michigan.gov

Created: 10/19/19
Revised: 9/30/20; 2/16/23; 9/26/23
Latest Approval: 9/26/23

MICHIGAN AGRICULTURAL PRESERVATION FUND POLICIES AND PROCEDURES

QUALIFICATION PROCEDURE FOR GRANTS FROM THE AGRICULTURAL PRESERVATION FUND

The Michigan Agricultural Preservation Fund and Agricultural Preservation Fund Board were established in 2000 under Part 362 of the Natural Resources and Environmental Protection Act (NREPA). The act provides for the establishment of the Agricultural Preservation Fund, the creation of the Board, the development of an application procedure, selection criteria and the adoption of various standards and guidelines for the awarding of grants by the Board. This document establishes the qualification procedure, application procedure, scoring system and policies to be used in administering the Fund.

QUALIFICATION PROCEDURE AND CRITERIA

Prior to applying for a grant, the local unit of government (county or township) must be qualified to be eligible to make a grant application. To qualify, the local unit of government must meet the following minimum standards:

1) The local unit of government has adopted a **Purchase of Development Rights (PDR) Ordinance** that is consistent with NREPA, the Michigan Zoning Enabling Act and the policies established by the Board. The ordinance must contain all the items outlined in the Michigan Zoning Enabling Act, including:

    a) A method to determine the value of the development rights.
    b) An application procedure.
    c) A scoring system (may be assigned to local board to develop).

2) The local unit of government has adopted a **comprehensive land use plan** that includes a plan for agricultural preservation. The local unit of government can be covered within a **regional plan.** *The plans must be prepared within the last 10 years and reviewed or updated within the last 5 years.* The comprehensive land use plan must contain an agricultural preservation component, consisting of:

    a) The areas intended for agricultural preservation are clearly depicted on the future land use map.

b) A description of how and why the preservation area was selected.
c) Goals for farmland preservation.
d) Language indicating why farmland should be preserved in the community (cost of services studies, economic benefit to the community, etc.).
e) Text describing the strategies intended to be used in order to preserve the agricultural land, including Purchase of Development Rights (PDR) but should include other techniques.

3) A **monitoring and enforcement plan** for the farmland conservation easements has been established.

COUNTY LEVEL, TOWNSHIP LEVEL AND MULTI-LEVEL PDR PROGRAMS

A program can qualify as a township PDR program, a county PDR program in which the townships participate, a multi-township program or a multi-county program. Multi-township or multi-county programs require an intergovernmental agreement between the units of government.

As required by the Michigan Zoning Enabling Act, the county shall not purchase development rights from land subject to a city, village or township zoning ordinance, unless all the following requirements are met:

1) The development rights ordinance provisions for the county PDR program are consistent with the plan upon which the city, village or township zoning is based.
2) The legislative body of the city, village or township adopts a resolution authorizing the PDR program to apply.
3) As part of the application procedure for the proposed purchase of development rights, the city, village or township provides the county with written approval of the purchase.

If a township has enacted its own PDR ordinance but wishes to participate in a county level PDR program, an intergovernmental agreement will be required to address how the programs will interact.

All information must be submitted to the Michigan Department of Agriculture and Rural Development (MDARD) for review. Determination on the qualification of the program will be made by MDARD staff. Only programs qualified prior to the Board's request for applications may apply during the current application cycle.

APPLICATION PROCEDURE FOR GRANTS

The application package will be sent to all qualified PDR programs. The application package will include instructions and forms to be completed by the qualified entity and

returned to the Department. Applications will be due 60 days after the application package is released. Applications must include:

1) Estimated value of the development rights for each parcel and basis or method used to determine value.
2) Township resolutions, comprehensive plans and zoning ordinances (if applicable).
3) Written approval by the township(s) for each purchase.
4) Signed option to sell by the landowner (signed local PDR application accepted)
5) Map of each property
6) Map showing the location of all properties proposed, as well as land that is already permanently protected.
7) Soil map showing all properties proposed and the prime and unique soils within the property. (See USDA Web Soil Survey Website)

LOCAL GOVERNMENT SCORING SYSTEM

Applications will be scored considering various public policy objectives and based on points awarded, grants will be made. All local PDR programs shall, at a minimum, include items (1) through (5) listed below in their property scoring system and selection process. The weight given to each item is at the discretion of the local entity.

1) Farmland that has a capacity suited for the production of feed, food and fiber.
2) Farmland that would complement and is part of a documented, long term plan for land preservation by the local unit of government in which the farmland is located.
3) Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is subject to an agricultural conservation easement.
4) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the Fund.
5) Farmland that will help to enhance other local open space initiatives in the community such as connecting a wildlife habitat corridor or preserving unique habitats and natural features that benefit local conservation efforts.

FUNDING

Grants will be awarded based on the following criteria:

- Amount of funding available in the current application cycle.
- Number of applications received in the current application cycle.
- Awarded score of the individual application.

- Local programs can submit multiple applications. During the first round of grant awards in a given grant cycle, only one property/farm will be awarded a grant per local program. After all recommended grant applications have been considered by the Board, and if there is money remaining in the given grant cycle, the Board may consider awarding more than one grant to a local program.
- Up to $250,000 will be set aside for a new program to be awarded funds to close on a property/farm within each application cycle. A new program is defined as a program with three or less agricultural easements that were completed through the Michigan Agricultural Preservation Fund's Local Farmland Preservation Program (Local Grants Program) and/or the Federal Agricultural Conservation Easement Program (ACEP-ALE).
- How the application fits with the Core Values of the Agricultural Preservation Fund Board. Core Values are the items the Board feels are important in the creation of the local PDR programs and preservation of farmland in Michigan. Core Values may change over time and with each application cycle. The Core Values that the program application meets will be identified before the application review process by the Agricultural Preservation Fund.

SCORING SYSTEM

The following system will be used by the Board to prioritize grant applications from local PDR programs. Up to 400 points will be awarded for property related points and up to 600 points will be awarded for Local PDR Program related points, for a total of 1000 possible points.

PROPERTY RELATED POINTS (400)

1. **Agricultural Capacity and Productivity**
   Policy objective: To preserve the land that holds Michigan's prime and unique agricultural soils.

   Points will be awarded on the following basis:
   Multiply the percent of land area in the application that is classified as prime and unique or locally significant agricultural land, as defined by the USDA-NRCS, times 150.

   Total Points Available: 150

2. **Conservation Plan or Comprehensive Nutrient Management Plan**
   Policy objective: The public investment in farmland preservation should not only require legal preservation of the farmland, but also functional preservation of the resources. The completion of a conservation plan for the property is an indication that the landowner has made a commitment to preserve those resources.

Points will be awarded on the following basis:
Multiply the percent of land in the grant application that will be subject to a conservation plan (approved by NRCS) or a comprehensive nutrient management plan (written by a certified plan writer) times 50.

Note: A conservation plan may be in process at the time of application, but it must be completed and approved prior to closing. Conservation plans will not be awarded points if older than 3 years.

Total Points Available: 50

3. **Michigan Agricultural Environmental Assurance Program Participation**
Policy objective: The Michigan Agricultural Environmental Assurance Program (MAEAP) assists farms in establishing environmentally sound agricultural practices. Farms that are certified under the MAEAP program should receive preferential treatment because environmentally sound agricultural practices will contribute to the sustainability of the agricultural operation.

Points will be awarded on the following basis:
50 points will be awarded if the farm in the grant application are verified through MAEAP. If the farm has participated in MAEAP Phase 1 training and has a risk assessment but is not MAEAP verified, a maximum of 25 points will be awarded.

Total Points Available: 50

4. **Amount of Agricultural Land in the Landowner's Application**
Policy Objective: To encourage large agricultural tracts of land to be preserved.

Points will be awarded on the following basis:
The number of acres of agricultural land in an application by a landowner divided by the number of total acres applied for in the application by the landowner, times 50.

Total Available Points: 50

5. **Property Location**
Policy Objective: To encourage blocks of agricultural land be preserved so that existing agricultural support infrastructure remains viable and in the local community.

Points will be awarded on the following basis:
The total acres of qualified agricultural land (active farmland) in the local PDR program area divided by the total acres of land in the local PDR program, times 100.

Note: Qualified agricultural land may also be designated as Personal Residence Exemption (PRE) when the farm residence is located on the farmland. This land is also considered as active farmland.

Total Point Available: 100

LOCAL PDR PROGRAM RELATED POINTS (600)

6. **Local Farmland Preservation Commitment**
Policy Objective: To encourage local commitment in farmland preservation as evidenced by the type and degree of financial participation at the local level as well as the designation of local priorities.

Points will be awarded on the following basis:
- Up to 75 points will be awarded if a community has a dedicated funding source for farmland preservation (millage, user fees, local tax).
- Up to 25 points if a map is submitted that includes areas for farmland preservation that are prioritized. Points will be awarded based on the level of detail of the map (maps that include parcel level priorities will score higher).

Total Available Points: 100

7. **Matching Funds**
Policy Objective: To encourage local programs to seek and utilize any funding resources available in order to leverage all funding sources more efficiently and effectively.

The minimum required match is 25% per property. Matching funds can include funds from a local unit of government, federal grants, donations by the landowner of the proposed property and any other sources. A letter of commitment will be required from the source of the match with the application.

Points will be awarded on the following basis:
For match over the 25% minimum, the amount of points awarded will equal the percentage of match amount over 25%, times 200. (i.e., A program has 50% match, that means the match over 25% is 25%, therefore 25% times 200 = 50 points out of 100 possible points.)

Total points available: 100

8. **Intergovernmental Cooperation**
Policy Objective: To empower local units of government to work together in the land use area in creative or innovative ways that preserve farmland in the greater community.

Points will be awarded on the following basis:
Points will be awarded based on the demonstration of intergovernmental cooperation. Demonstration may be shown by submission of one or more of the following:

- Joint planning agreements under the Joint Municipal Planning Act.
- Intergovernmental agreements related to farmland preservation between more than one legal jurisdiction.
- Transfer of Development Rights programs that are between more than one legal jurisdiction.
- Cooperative efforts between contiguous townships to coordinate land use decisions.
- Reports or products from projects in which the units of government have cooperated together.
- Examples of other efforts that might qualify as intergovernmental cooperation in the land use area.

In general, it is intended that the maximum points under this category be awarded for local governments that have entered into intergovernmental agreements under the Urban Cooperation Act of 1967. The purpose of the Agreement being to coordinate the preservation of farmland within the communities. Less than the total points will be awarded for other cooperative efforts between local programs such as general land use, agriculture or funding for farmland preservation.

Total Points Available: 50

9. **Local Planning Training**
Policy Objective: Local decision makers should have training in and a general understanding of conservation easement content, restrictions and enforcement, negotiation techniques, land appraisals, federal charitable benefits for donations, local tax implications, 1031 like kind exchanges, post mortem election under Federal tax law, capital gains questions associated with conservation easements.

Points will be awarded on the following basis:
The percent of the members of the local governing body associated with operating the local PDR program that has received conservation easements training in the past 4 years, times 50.

Total Points Available: 50

10. **Local Capacity to Execute**
Policy Objective: Local PDR programs must be appropriately staffed to be successful. Local programs that have allocated appropriate support for staff (or partnerships in place) and have acquired and monitor conservation easements have the best chance for success.

Points will be awarded on the following basis:
Points based on the capacity to complete, hold and monitor easements. Examples of points awarded include:

- The applicant already holds conservation easements.
- There is available staff, consultants or partnerships (such as land conservancies) to execute and maintain the program.
- Application has never had bad performance on past MDARD grants.

Total Available Points: 150

11. Local Agricultural Planning

Policy Objective: To encourage local units of government to utilize a variety of tools through the planning and zoning process to preserve farmland in their community.

Points will be awarded based on the tools the local unit of government has adopted to preserve farmland:

- Township comprehensive land use plans that are compatible with county or regional comprehensive land use plans.
- Communities participating in Joint Municipal Planning under the Joint Municipal Planning Act.
- Zoning ordinances that are consistent with the comprehensive land use plan and effectively preserves agriculture.
- Adoption of a Non-Contiguous Planned Unit Development Ordinance.
- Sliding Scale zoning allowed in agricultural areas.
- Density based zoning.
- Increased residential densities in areas served with public utilities, such as a minimum of 4 units per acre in single family areas and 10 units per acre per acre in single family areas and 10 units per acre in multiple family areas.
- Other unique or unusual techniques for preserving farmland.

Total Available Points: 50

12. Agricultural Economic Development Plan

Policy Objective: To maintain the economic viability of farmland and agriculture.

Points will be awarded on the following basis:
Points will be awarded if an economic development plan is developed regionally or locally to address agricultural viability. The plan in its entirety must be submitted with the application.

Total Available Points: 100

BOARD POLICIES FOR THE AGRICULTURAL PRESERVATION FUND

MATCHING FUNDS

The following sections of the Part 362 "Agricultural Preservation Fund" of the Natural Resources and Environmental Protection Act address the provision of matching funds:

324.36205 Evaluation criteria for applications for grants to purchase agricultural conservation easements.
Sec. 36205.
(1) An application submitted to the board under section 36203 shall be evaluated according to selection criteria established by the board. The criteria shall place a priority on the acquisition of agricultural conservation easements on farmland that meets 1 or more of the following:

(d) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the fund.

(4) A grant shall require that a portion of the cost of acquiring an agricultural conservation easement shall be provided by the applicant or another person.

1. **POLICY:** The minimum amount of matching funds required to submit an application is 25% of the estimated value of the development rights to be paid for all parcels submitted in a particular grant application. Administrative or other costs are not eligible as match.

2. **POLICY:** Qualifying matching funds submitted with a grant application may be from a local unit of government, the owner of the easement rights to be acquired, other sources or any combination of sources (including federal dollars).

MAXIMUM AMOUNT TO BE PAID PER ACRE

The following section of the statute concerns the maximum amount to be paid per acre:

324.36205 Evaluation criteria for applications for grants to purchase agricultural conservation easements.

(3) The board may establish a maximum amount per acre that may be expended with money from the fund for the purchase of agricultural conservation easements.

3. **POLICY:** A maximum amount of $5,000 per acre may be paid from the Agricultural Preservation Fund toward the purchase price of a conservation easement. This amount may be increased by the Board up to $7,500 based on supporting documentation provided by the local government applicant.

REPURCHASE OF DEVELOPMENT RIGHTS

The following section of the statute concerns the repurchase of conservation easements:

324.36206 Awarding of grants and requirements for agricultural conservation easements.
(6) An agricultural conservation easement acquired under this part may be transferred to the owner of the property subject to the agricultural conservation easement if the state and the local unit of government holding the agricultural conservation easement agree to the transfer and the terms of the transfer.

4. **POLICY:** The Agricultural Conservation Easements are meant to exist in perpetuity. However, the local government PDR ordinance shall provide for the repurchase of development rights by the landowner under the County or Zoning Planning Acts. If the local unit of government and the State jointly holds an agricultural conservation easement the following standards for review, approval and repayment will be used by the State.
    1) The State will use those standards listed in Section 36111b(7) of NREPA for approval of repurchase, limited to those provisions listed in Section 36111a(1)(a).
    2) If approval for repurchase is granted the landowner must repay the current fair market value of the rights, as determined by a certified appraiser, at the time of repurchase.
    3) A repayment received shall be allocated to the local unit of government and the State in the same proportion as the proportion for the original purchase of the development rights of the parcel.
    4) Funds returned to the State shall be placed in the Agricultural Preservation Fund established under Part 362 of NREPA.

    A local entity may have standards for the repurchase of development rights that are more restrictive than the standards established by the Agricultural Preservation Fund Board.

MONITORING AND ENFORCEMENT

The following section of the statute concerns the monitoring of agricultural conservation easements:

324.36206 Awarding of grants and requirements for agricultural conservation easements.
(5) An agricultural conservation easement acquired under this part shall be held jointly by the state and the local unit of government in which the land subject to the agricultural conservation easement is located. However, the state may delegate enforcement authority of 1 or more agricultural conservation easements to the local units of government in which the agricultural conservation easements are located.

5. **POLICY:** Unless otherwise agreed to by the State, the enforcement and monitoring of the easement shall be the responsibility of the local unit of government. Monitoring of easements shall occur no less than once a year.

6. **POLICY:** The participating local unit of government shall file with the Agricultural Preservation Fund Board, no later than January 31: a copy of the inspection reports for inspections conducted during the prior year, and an annual report which summarizes the number of inspections, violations detected, violations resolved and the circumstances surrounding unresolved violations.

7. **POLICY:** Adequate provision shall be made in the easement language for enforcement by the State in the event that the local government fails to adequately enforce the provisions of the easement. Included in the easement shall be provision for the reimbursement to the State for expenses in the event the local unit of government fails to enforce the provisions of the easement. The monitoring and enforcement of an easement by the State due to the failure of the local unit of government to do so, does not obligate the State to continue the monitoring and enforcement of the provisions of the easement in the future.

8. **POLICY:** In order to provide for monitoring of the easement a baseline report shall be developed documenting the condition of the land and structures on the easement site. The baseline report shall contain the following minimum components:

    1. Description and background of the property.
    2. How the development rights were acquired.
    3. How the parcel was selected.
    4. General location.
    5. Intent of the grantor.
    6. Physical environment (topography, soils, vegetation, human made structures, zoning, etc.)
    7. A photograph, aerial photos and maps of the parcel and vicinity.

DEFINITION OF ELIGIBLE FARMLAND

9. POLICY: In order to qualify for submission of a grant, each parcel submitted in an application must meet or exceed the definition of "farmland" as found in Section 36201(h). This definition reads as follows:

(h) "Farmland" means 1 or more of the following:

(*i*) A farm of 40 or more acres in 1 ownership, with 51% or more of the land area devoted to an agricultural use.

(*ii*) A farm of 5 acres or more in 1 ownership, but less than 40 acres, with 51% or more of the land area devoted to an agricultural use, that has produced a gross annual income from agriculture of $200.00 per year or more per acre of cleared and tillable land. A farm described in this subparagraph enrolled in a federal acreage set-aside program or a federal conservation reserve program is considered to have produced a gross annual income from agriculture of $200.00 per year or more per acre of cleared and tillable land.

(*iii*) A farm designated by the Department of Agriculture as a specialty farm in 1 ownership that has produced a gross annual income of $2,000.00 or more from an agricultural use. Specialty farms include, but are not limited to, greenhouses; equine breeding and grazing; the breeding and grazing of cervidae, pheasants, and other game animals; bees and bee products; mushrooms; aquaculture; and other similar uses and activities.

(*iv*) Parcels of land in 1 ownership that are not contiguous but which constitute an integral part of a farming operation being conducted on land otherwise qualifying as farmland may be included in an application under this part.

DISBURSEMENT OF FUNDS

The following sections of the statute concern the awarding of grants by the Board:

324.36206 Awarding of grants and requirements for agricultural conservation easements.
Sec. 36206.
(1) After the board determines which grants should be awarded, and the amount of the grants, the department shall distribute the grants to the local units of government awarded the grants. The department shall condition the receipt of a grant upon the department's approval of the agricultural conservation easements being acquired.

10. **POLICY:** Funds awarded to a local unit of government under a grant from the Agricultural Preservation Fund must be expended within 2 years of the date the grant award is made. The Agricultural Preservation Fund Board authorizes the Director of the Michigan Department of Agriculture and Rural Development (MDARD) to review and approve one extension of the initial 2-year time period upon written request by the local unit of government. Extensions will be granted if determined to be reasonable by MDARD. The Board will be informed of all approved grant extensions at the next regularly scheduled Board meeting.

11. **POLICY:** Funds awarded to a local unit of government shall be utilized by that local government to purchase the development rights on parcels submitted as part of their grant application.

METHOD TO ESTABLISH THE PRICE TO BE PAID

The following section of the statute concerns the manner in which a local unit of government may determine the price to be paid for the conservation easements purchased with grant money:

324.36203 Eligibility requirements for a local government to submit a grant application.

(2) A grant application shall be submitted by the local unit of government applying for the grant. A local unit of government is eligible to submit a grant application under this section if both of the following requirements have been met:

(a) The local unit of government has adopted a development rights ordinance providing for a purchase of development rights program pursuant to the county zoning act, 1943 PA 183, MCL 125.201 to 125.240, the township zoning act, 1943 PA 184, MCL 125.271 to 125.310, or the city and village zoning act, 1921 PA 207, MCL 125.581 to 125.600, that contains all of the following:

(i) An application procedure.

(ii) The criteria for a scoring system for parcel selections within the local unit of government.

(iii) A method to establish the price to be paid for development rights, which may include an appraisal, bidding, or formula-based process.

(b) The local unit of government has adopted, within the last 10 years, a comprehensive land use plan that includes a plan for agricultural preservation or the local unit of government is included within a regional

plan that was prepared within the last 10 years that includes a plan for agricultural preservation.

12. **POLICY:** As listed in statute local units of government may utilize an appraisal, bidding or formula-based system to determine the price to be paid for development rights. Prior to submission of a grant application local programs must receive certification by the department that the method to determine the price to be paid is based on sound principles to provide an equitable value to the participating landowner. In no case should the value paid to the landowner for their development rights exceed the market value of the property in question.

CRITERIA FOR PARCEL SELECTION

The following section of the statue concerns criteria that shall be used by local units of government to select parcels for development rights purchase and for inclusion in the grant submission process.

324.36205 Evaluation criteria for applications for grants to purchase agricultural conservation easements.
Sec. 36205. (1) An application submitted to the board under section 36203 shall be evaluated according to selection criteria established by the board. The criteria shall place a priority on the acquisition of agricultural conservation easements on farmland that meets 1 or more of the following:

- *(a) Farmland that has a productive capacity suited for the production of feed, food, and fiber.*
- *(b) Farmland that would complement and is part of a documented, long-range effort or plan for land preservation by the local unit of government in which the farmland is located.*
- *(c) Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is subject to an agricultural conservation easement under this part or part 361, or a development rights agreement under part 361, or in which development rights have been acquired under part 361.*
- *(d) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the fund.*
- *(e) Other factors considered important by the board.*
- *(f) Farmland that will help to enhance other local open space initiatives in the community such as connecting an open space or wildlife habitat corridor, or in preserving unique*

habitats/natural features that benefit local conservation efforts. (This provision is not in statute but was adopted by the Board.)

13. **POLICY:** At a minimum, all local programs shall consider items (a) through (e) in their scoring system and selection process. The weight given to each category is at the discretion of the particular local unit of government program. Other selection criteria may be utilized by the local units of government in addition to the ones listed in Section 36205 of the statute.

CONFLICT OF INTEREST

The following language used in grant agreements regarding conflict of interest has been adopted by the Board:

14. **POLICY:** No member of the legislature, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this grant agreement. No member of the Grantee's Board of Director's, its employees, partner agencies or their families shall have any personal benefit from this grant except as follows:

    Commissioners of county boards, township board members and volunteer members of a local Agricultural Preservation Boards or their family members may be considered for a grant from the Michigan Agriculture Preservation Fund if;

    1. The local elected board member or volunteer board review member recuses themselves from all parts in the review and scoring of applications by the local government program for parcels they or other family members own, and;
    2. The Michigan Agricultural Preservation Fund Board has reviewed a request from the elected board or local preservation program and has approved the elected board member or volunteer or family member for the grant.

    NOTE: If federal funds are used, their conflict of interest policy will supersede Agricultural Preservation Fund Board policy.

REIMBURSEMENT FOR LOCAL APPRAISAL AND TITLE WORK

The following reimbursements for appraisal and title work costs to a qualified PDR program has been adopted by the Board:

15. **POLICY:** The Board will provide reimbursement to qualified PDR programs for the first three initial easement grants for appraisals and title work for applications selected by the Board for funding, with the following limitations:

1. The maximum reimbursement for a development rights appraisal will be $5,000.
2. The maximum reimbursement for title work will be $1,000.
3. The local program is required to provide copies of the billing for these services in order to receive reimbursement.

BUY PROTECT SELL TRANSACTIONS

The following policy for Buy Protect Sell transactions has been adopted by the Board:

16. **POLICY:** The Board will accept applications for funding from a qualified local unit of government where the qualified local unit of government is the current owner of the farm in the application during a Buy Protect Sell transaction, with the following conditions/terms:

    1. The local unit of has been approved by the Local Grants Program to qualify for a Buy Protect Sell transaction due to their experience in successfully closing conservation easements.
    2. The local unit of government has submitted and approved a Buy Protect Sell Policy that sets standards and guidelines for the Buy Protect Sell transaction to the Local Grants Program prior to applying with a Buy Protect Sell transaction.
    3. If awarded a grant from the Michigan Agricultural Preservation Fund, the grant agreement will read the following: "The local unit of government will secure a buyer of the funded property and close on the conservation easement and the after-conservation easement sale at the same time (pre-closing transfer) **or** the State of Michigan will be the sole grantee on the conservation easement until the local unit of government transfers the property to a farmer, then the conservation easement will be amended to add the local unit of government as a co-holder (post-closing transfer). The State of Michigan will assume annual monitoring of the conservation easement until the conservation easement is co-held by the local unit of government. Once the conservation easement is in place, the local unit of government has two years to transfer the property to a farmer once a conservation easement is in place for a post-closing transfer, with a two-year extension if needed.

LOCAL INSTALLMENT PAYMENT

The following policy for local installment payment option on conservation easements has been adopted by the Board:

17. **POLICY:** The Board will accept applications for funding from a qualified local unit of government where the qualified local unit of government plans to utilize installment payments agreed upon with the landowner through a purchase agreement, with the following conditions/terms:

    1. The local unit of has been approved by the Local Grants Program to qualify to use installment payments as a payment option due to their experience in successfully closing conservation easements and they have a dedicated funding source such as a millage.
    2. The local unit of government has submitted an Installment Payment Policy that sets standards and guidelines to the Local Grants Program and received approval prior to applying with a purchase agreement that will utilize installment payments.
    3. A signed purchase agreement that includes the installment payment schedule (not to exceed 10 years) must be submitted with the application for funding.
    4. The Conservation Easement must include installment payment terms.
    5. Notification and documentation must be provided to the Local Grants Program once the local entity's final payment is made.

    Local Installment Payment Policy Checklist

    The qualified farmland preservation program's policy clearly states the terms and conditions of the installment payment that covers:

    - ☐ How the payment will be made.
    - ☐ Maximum length of installments (not to exceed 10 years).
    - ☐ The procedure to be used.
    - ☐ Documents involved.
    - ☐ Bookkeeping and financial data standards addressed.
    - ☐ Interest payment details (unless landowner agrees to no interest).
    - ☐ Insurance (or some type of assurance) for total amount of installment (insurance could include bonds)

GRANTS: REDUCTION IN ACRES

The following policy for a grant amendment request that will reduce acreage in an awarded grant has been adopted by the Board:

18. **POLICY:** If a landowner would like to reduce the acreage for reasons other than building exceptions or survey corrections, the local entity must fill out an

amended application to MDARD to compare points changed. If the points keep the local entity within their ranking, then approval will be given and the MAPFB notified. An amended Grant Agreement will be processed.

GRANTS: PARCEL SUBSTITUTION

The following policy for a grant amendment request that will substitute a parcel in an awarded grant has been adopted by the Board:

19. **POLICY:** If a landowner backs out after the Grant Agreement is signed, MDARD staff will offer the next unfunded parcel on the ranking list, within the same fiscal year, an opportunity to accept a grant. The grant amount cannot exceed the amount of the grant returned unless there are leftover funds for the given fiscal year. If there are no unfunded parcels within the fiscal year ranking list or all unfunded parcels do not accept the grant offer and the local entity returning the grant has a parcel substitution that is comparable in size and quality, the local entity can request a substitution by filling out an amended application to MDARD. If the amended application points are comparable to the original parcel points, then approval will be given. If the points are not comparable, then the returned grant will not be substituted. MDARD will notify the MAPFB of the outcome.

DEFINITIONS

(A) "Agricultural conservation easement" means a conveyance, by a written instrument, in which, subject to permitted uses, the owner relinquishes to the public in perpetuity his or her development rights and makes a covenant running with the land not to undertake development.

(B) "Agricultural use" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. Agricultural use includes use in a federal acreage set-aside program, a federal conservation reserve program, or a wetland reserve program. Agricultural use does not include the management and harvesting of a woodlot.

(C) “Department” means the Michigan Department of Agriculture.

(D) "Development rights" means an interest in land that includes the right to construct a building or structure, to improve land for development, or to divide a parcel for development purposes.

(E) “Local Unit of Government” for purposed of this document means county, township, village, or city.

(F) “Purchase of Development Rights” means a payment is provided to a landowner for the value of the developments associate with a defined land parcel. The owner still owns the land but is compensated for relinquishing the right to develop it as real estate. Agriculture and other compatible uses of the land are allowed to continue.

Action Request

Electronic Submission – Contract # 2260

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIONERS

Meeting Date: 5/14/2024

Vendor/3rd Party: TRU-LINE SURVEYING PC

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: CONTRACT FOR MONUMENTATION/REMONUMENTATION PROGRAM

Suggested Motion:

To sign the contract between Ottawa County and Tru-Line Surveying PC for services under the Monumentation/Remonumentation Program

Summary of Request:

Mandated by the 2014 State Survey and Remonumentation Act, Ottawa County is tasked with maintaining land records and physical monuments. Overseen by the Department of Strategic Impact, the Ottawa County Remonumentation program ensures accurate identification and marking of property boundaries throughout the entirety of the County. This packet of contracts for Remonumentation is integral to ensuring the professional services needed to help manage the County's property survey infrastructure. These professional surveying firms, chosen through a Peer Group system, are responsible for upholding the integrity of land records and ensure regulatory compliance. A written, multi-page overview of the history, purpose, and elements of the State mandated Remonumentation Program is available upon request.

Financial Information:

Total Cost: $9,500.00	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: *4/17/2024 3:11:02 PM*

Committee/Governing/Advisory Board Approval Date: 5/7/2024 *Finance and Administration*

Ottawa County

OTTAWA COUNTY
CONTRACT FOR MONUMENTATION/REMONUMENTATION PROGRAM

This CONTRACT is made and hereby effective on the 1st day of January 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 Tru-Line Surveying (hereinafter, “Contractor”), with a principal place of business at 12230 40th Ave, Allendale, MI 49401.

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 determined by Exhibit D. Renewal terms will be compensated according to the corresponding year’s Remonumentation Corners document. Payment to the Contractor for services will be under the County’s terms of Net 30.

3. Contract Documents: The following documents are the entire Contract between the Contractor and the County. The Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full:
   a) This Contract (including attached:
      Exhibit A – Monumentation/Remonumentation Maintenance Program
      Exhibit B – Certificate of Insurance Requirements
      Exhibit C – Letter to Proceed to Maintenance Program
      Exhibit D – 2024 Remonumentation Corners
   b) All Provisions required by law to be inserted in this contract whether actually inserted or not.

4. Performance
   a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
   b) Failure to complete services as required shall constitute breach of this Contract.
   c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

5. Terms of Contract: The Contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover a period from January 1, 2024 to December 31, 2024 with optional one (1) year renewals if in the best interest of Ottawa County and contingent on funding from grants.

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

6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.

7. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

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

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

8. Materials: The Contractor shall supply all materials, equipment, and supplies necessary for rendering the services specified in this Contract, except in cases where such supplies are readily available within the Ottawa County Department of Strategic Impact office, procured using funds from the Remonumentation Program grant, specifically designated for the utilization of peer group surveyors.

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: Tru-Line Surveying
12230 40th Avenue
Allendale, MI 49401
Email: trulinesurveying@sbcglobal.net

If to Ottawa County: Ottawa County Department of Strategic Impact
Andrew Roszkowski – Land Use Specialist
12220 Fillmore Street, Room 260
West Olive, MI 49460
Email: plan@miottawa.org

24. Partial Invalidity: The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.

25. Attorney Review: The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.

26. No Third-Party Benefit: The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

27. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.

28. Miscellaneous:
    a) Force Majeure: Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
    b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
    c) Modification: Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by either party or its authorized representative.
    d) Anticipatory Breach: If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, Ottawa County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

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

COUNTY OF OTTAWA

By: _____ _____

Joe Moss, Chairperson
Board of Commissioners

Date

By: _____ _____

Justin F. Roebuck,
County Clerk/Register

Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

TRU-LINE SURVEYING

By: _____ 3/08/24

Signature

Date

MAURICE V. ROSEMA

Printed Name

PRESIDENT

Title

Ottawa County

EXHIBIT A
MONUMENTATION/REMONUMENTATION MAINTENANCE PROGRAM

All witnesses at each point must be checked to confirm monument location. If a corner is encountered that the monument and a minimum of three witnesses still exist as described by previous Land Corner Recordation Certificate's (LCRC), then a new LCRC is not required. A note shall be placed on the invoice stating this condition along with the time spent on maintaining the corner.

The contract surveyor agrees to replace any monument found to be lost or obliterated. The contract surveyor shall be compensated at the historical rate of compensation for that particular corner type. See Attachment A for the historical rates. The rates for the work to maintain the corner and the procedure for invoicing shall be done according to the Attachment B.

If a new LCRC needs to be recorded, a template for the new LCRC form is attached (Attachment C) and is to be used for maintaining the corner.

All work included as part of the Contract must be completed, reported to the County Representative, and invoiced to the Ottawa County Department of Strategic Impact no later than December 31, of the current term in order to receive payment. Any assignment made as part of the Contract issued prior to the current term is null and void and will not be eligible for payment from the current year's funds. Road Commission corners or those encountered as part of a private or public project are not eligible for payment from the Ottawa County Remonumentation Program.

Each firm is allowed to spend the current term's agreed upon amount as part of their contract. If not all the monies have been used in re-visiting the corners, then the County Representative may be contacted for additional corners to finish the contract amount.

Please Note: Work cannot begin on these corners until the Contract is executed by Ottawa County. Please sign your copy of the Contract and return it to the Ottawa County Grant Administrator who will then sign the Contract (once the State Grant has been authorized and Ottawa County has given authorization to proceed) and return it to you, at which time work on these corners may begin. The County of Ottawa assumes no liability for work performed prior to a fully executed contract.

Ottawa County

ATTACHMENT A: REMONUMENTATION PRICE LIST
(EFFECTIVE MARCH 2004)

A. Completion of monumentation/remonumenation of the following types of corners as defined by this contract and classified by the County Surveyor.

Type I	$160.00
Type II	$220.00
Type III	$495.00
Type IV	BID
Type V	$1,200.00
Type VI	$1,500.00
Type VII	$1,800.00
Type VIII	$2,200.00
Type IX	$2,300.00
GLO Meander	$1,800.00

B. Completion of an assigned Type I corner encountered as part of a private or non-County public contract. $75.00

C. Completion of an assigned Type II corner encountered as part of a private or non-County public contract. $130.00

D. Completion of an assigned Type III corner encountered as part of a private or non-County public contract. $380.00

E. Monuments set as part of Road Commission improvement project. $375.00

F. Surcharge for setting monument in concrete. $75.00

G. Setting monument box. $165.00

H. Surcharge for Center of Section Corners that have ¼ corners divided by the Grand River or Lake Macatawa. $1,000.00

I. Recovery of National Geodetic Survey Control Points
   a. If point is recovered $350.00
   b. If point cannot be removed $300.00

Ottawa County

Monumentation/Remonumentation Specifications and Procedures

1. The Committee identifies, as part of the grant process, those corners to be monumented/remonumented during the year.
2. A letter requesting survey data on these government corners will be mailed to all surveyors within the County, and all public agencies, which hold data pertinent to the location of government corners (e.g. Register of Deeds, Road Commission, State Department of Highways, etc.)
3. The County Surveyor will assign the corner to one of then categories:

Type I	Government corner with land corner recordation certificated and existing County monument.
Type II	Government corner with land corner recordation certificate but without an existing County monument at the corner.
Type III	Government corners on a closing township line, or without a land corner recordation certificate, or which only have one remaining witness from a previous LCRC, or a government corner with a disputed LCRC.
Type IV	Those corners that are especially complicated or difficult to complete and therefore cannot be completed under the normal fee schedule. Surveyors can turn in any corners that they have been assigned as Type IV's if they fall into this category.
Type V	A Center of Section Corner with all five quarter corners in a public right-of-way.
Type VI	A Center of Section Corner with four quarter corners in a public right-of-way.
Type VII	A Center of Section Corner with three quarter corners in a public right-of-way.
Type VIII	A Center of Section Corner with two quarter corners in a public right-of-way.
Type IX	A Center of Section Corner with one quarter corners in a public right-of-way.
Meander	A boundary and meander line point established on the bank of an intersected or abutting waterway.

To ensure that the monument will be properly placed, the following process will be used for type I and type II corners:

A. Research of Records and Verifications-Participating firms will be asked to examine their records in relation to the Land Recordation Certificates(s) of the corner to be considered. They will be asked to submit their findings to the county surveyor.

B. Field Reconnaissance – After research and verification in "A" above has been completed, a participating firm will be given this information to determine the proper location of the corner in the field. If no conflict is found, the corner may be monumental and new witness information obtained during the same field exercise. The Peer Group will need to review and approve the position of the corner before the new recordation certificate can be approved.

C. Placing the County Monument – This will require placing the monument, getting new witness information and the preparation and recording of the Land Recordation Certificate. In the case of Type I when a county monument (set prior to 1993) is found in good condition and meeting the criteria for new county remonumentation plan, it will be accepted in place of a new county monument. The new witness information and the new corner recordation certificate and Peer Group approval will still be necessary.

The following procedure will be followed for Type III, V, VI, VII, VIII, IX, and Meander corners:

A. Research of Records – Participating firms will be asked to examine their records and submit their finding to the County Surveyor.

B. Field Reconnaissance and Verification – After research has been completed, a participating firm will use the information to try to find the proper location of the government corner in question. This field work in most cases will require sectional measurements, location of occupation lines and excavation in search of evidence. When any field measurements are made to determine a corner's position, these measurements will be included in a sketch on the reverse side of the recordation certificate. After a participating firm determines a government corner location, the evidence found and procedure used to make that determination will be presented for review and approval at the next meeting of the Peer Group. If the Peer Group approves the locations determined, the corner may then be monumented.

C. Placing the County Monument – This will require the monument, getting new witness information and the preparation and recording the Land Corner Recordation Certificate.

4. The County Grant Administrator will comile all existing data for type I, II, III, V, VI, VII, VIII, IX corners and provide it to the surveying firm selected to monument the corner. The Peer Group will need to approve the position of each corner before its new recordation certificate can be approved.
5. The County Grant Administrator will assign corners to surveying firms.
6. Monuments must be set according to the standards set forth for placing a monument.
    A. All field work must be done under the supervision of a Professional Surveyor.
    B. If excavating the hole for a monument, a record should be made of evidence found below, such as irons, bottles, bricks, etc., and this evidence listed on the recordation certificate.
    C. When placing a monument, the surveyor shall keep the monument in a plumb position and shall backfill the hole and tamp the soil properly, so that if the monument is later sheared off accidentally, the bottom of the monument will be in the proper location.
    D. After the monument is in place, the recordation certificate must be recorded at the County Register of Deeds. The certificate will be prepared and signed by the firm that set the monument and then presented to the County Surveyor to be recorded.
    E. Reference ties – There must be a minimum of four ties to witness the location of the monument. Nails and washers used in the sides of trees, poles, etc., shall be of standardized type furnished by Ottawa County.
7. Once the monument is set, the surveying firm completes the new LCRC and witness information (if necessary) and submits tit to the County Surveyor. The County Surveyor verifies that documentation is complete, pays the recording fee and files the document with the Register of Deeds, and informs the Grant Administrator prior to initiation of any work.
8. If the contractor desires to receive payment for a corner encountered as part of a private or non-public contract, which is subsequently monumented according to the contract specifications, written authorization must be received from the Grant Administrator prior to the initiation of any work.

Ottawa County

ATTACHMENT B: OTTAWA COUNTY REMONUMENTATION FEE SCHEDULE

Licensed Surveyor:	$130/hr. (regardless of duty performed, but not Peer Group meetings)
Office Technician:	$75/hr.
One person (non-licensed) Survey Crew:	$100/hr.
Two person (non-licensed) Survey Crew:	$150/hr.
One person (one licensed member) Survey Crew:	$175/hr.
Peer Group Meeting:	$100 (Only one meeting at the end of the year is anticipated.)

*Research should be billed according to who does the research:

Licensed Surveyor:	$130/hr.
Office Technician:	$75/hr.

The County will pay the recording fees.

Please list corners that are being billed on each invoice and list them by Corner Code, Township, Town and Range. Invoices should include the time spent by each of the above listed persons or crew.

Please send invoices and LCRC's to:

Ottawa County Department of Strategic Impact
Andrew Roszkowski – Land Use Specialist
County of Ottawa 12220 Filmore Street, Room 260
West Olive, MI 49460
Email: plan@miottawa.org

Invoices and LCRC's will be reviewed by Randy Feenstra prior to payment.

Please e-mail to Randy prior to submittal: randy@feenstrainc.com

Copies for review may also be mailed to:

Randy Feenstra
Feenstra and Associates, Inc.
7482 Main Street
Jenison, MI 49428

County of Ottawa

Exhibit B

Fiscal Service-Purchasing

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

(616) 738-4670
Fax (616) 738-4897

VENDOR INSURANCE REQUIREMENTS / REQUEST

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	
Workers' Compensation Limits	Michigan Statutory
Employers' Liability Limits	$500,000 Each Accident
	$500,000 Each Employee
	$500,000 Aggregate Injury by Disease
COMMERCIAL GENERAL LIABILITY	
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
There shall be no Products/Completed Operations or Contractual Liability exclusion.	
The General Aggregate limit shall apply separately per location or project.	
AUTOMOBILE (if applicable)	
Residual Liability Limit	$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory
PROFESSIONAL LIABILITY (if applicable)	
Limit of Liability	$2,500,000 Aggregate Limit

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

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

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

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

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

Exhibit C

County of Ottawa

Planning and Performance Improvement Department

Mark Knudsen
Director

12220 Fillmore Street, Room 260, West Olive, MI 49460

Tel. (616) 738-4852
Fax (616) 738-4625
Grand Haven (616) 846-8295
Grand Rapids (616) 662-3100
plan@miottawa.org
www.miottawa.org/cogov/depts/planning/

September 30, 2014

Chris Beland, P.S.
Office of Land Survey and Remonumentation
LARA/Bureau of Construction Codes
2501 Woodlake Circle
Okemos, MI 48864

Dear Chris:

The County of Ottawa under MCL 54.274(2) is voluntarily choosing to proceed to the Perpetual Monument Maintenance Program described in MCL 54.268(2)(d) starting with the 2015 grant year, provided there is sufficient state funding to cover the annual cost of the required activities. The County of Ottawa understands that after voluntarily choosing to proceed to the program described in MCL 54.268(2)(d) they will receive funding pursuant to MCL 54.272(3)c.

The County of Ottawa also understands that voluntarily choosing to proceed to the program described in MCL 54.268(2)(d) does not exempt them from completing the work outlined in the program described in 54.268(2)(a) and adopted in their County Plan. However, again, the required activities will only be performed if sufficient state funds are available to cover the cost of performing these activities (e.g. completing the remonumentation and setting of coordinates for protracted and property controlling corners which have not been completed in Ottawa County).

Additionally, under the proposed amended Agreement for Reimbursement of Past Expedited Expenditures between Ottawa County and the Department of Licensing and Regulatory Affairs, Ottawa County will begin receiving annual payments to reimburse past expedited expenditures once the County commences with the Perpetual Monument Maintenance Program. To that point, Ottawa County is proceeding with the understanding that it will begin receiving these annual payments of $174,906.15 beginning in 2015.

Please feel free to contact me at (616) 738-4852 if you have any questions.

Sincerely,

Mark Knudsen, Director

Enc.

cc: Ottawa County Remonumentation Committee
Al Vanderberg, County Administrator
Randy Feenstra, County Representative

file: 2014 Correspondence
2014 Remonumentation

Exhibit D

2024 REMONUMENTATION CORNERS

Nederveld Corners			
Crockery			
T8N	R15W		
A13	MC 12	A01	C01
MC 14	MC 06	A02	C02
MC 08	F09	A03	C03
B10	F10	A04	C04
B12	F11	A05	C05
B13	F12	A06	C06
C09	F13	A07	C07
C10		B01	
C11		B02	
C12		B03	
MC 13		B04	
MC 07		B05	
D11		B06	
E08		B07	
E09			
E10			
E11			

Exxel Corners			
Zeeland		Grand Haven	
T5N	R14W	T7N	R16W
G07	J02	MC12	
G08	J03	F11	
G10	J04	F12	
G11	L04	G11	
G12		G12	
G13		H11	
H03		H12	
H04		I11	
H06		I12	
H07		J11	
H08		J12	
H09		K11	
H10		K12	
H11		L11	
H12		L12	
H13		M11	
I04		M12	

Pathfinder Corners			
Zeeland		Grand Haven	
T5N	R14W	T7N	R16W
A09		E08	J08
A11		MC10	J09
B12		MC11	J10
C07		F08	K08
C09		F09	K09
E08		F10	K10
E09		G08	L08
E10		G09	L09
F10		G10	L10
		H08	M08
		H09	M09
		H10	M10
		I-8	
		I09	
		I10	

Feenstra Corners			
Grand Haven			
T7N	R16W		
MC20	G03	J03	M03
MC19	G04	J04	M04
MC09	G05	J05	M05
E03	G06	J06	M06
E04	G07	J07	M07
E05	H03	K03	
E06	H04	K04	
E07	H05	K05	
F03	H06	K06	
F04	H07	K07	
F05	I03	L03	
F06	I04	L04	
F07	I05	L05	
	I06	L06	
	I07	L07	

Holland Engineering Corners					
Crockery					
T8N	R15W				
MC 05	E07	H01			
MC 11	F01	H02			
D01	F02	H03			
DO2	F03	H04			
D03	F04	H05			
D04	F05	H06			
D05	F06	H07			
D06	F07	I01			
D07	G01	I02			
E01	G02	I03	Port Sheldon		
E02	G03	I04	T6N	R16W	
E03	G04	I05	F11	H07	
E04	G05	I06	G05	MC 15	
E05	G06	I07	G06		
E06	G07				

Truline Corners	
Polkton	
T8N	R14W
B02	
B04	
B05	
D02	
D04	
D05	
E01	
E04	
E05	
F06	
F08	
H08	
H09	
I09	

NOTES:

1 Each firm will be allowed to spend $9500 as part of their contract. If not all of the monies have been used in re-visiting the corners, then Randy Feenstra may be contacted for additional corners to finish the contract amount. (More corners are listed than is expected to be completed)

2 The fee schedule is based on time spent visiting the corners. The time spent should be listed on the invoices.

3 A fee schedule and how to submit is attached.

4 All of the firms contracts are listed above if you need to contact the adjacent firm for coordination purposes.

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Auto-Owners INSURANCE
LIFE · HOME · CAR · BUSINESS

TAILORED PROTECTION POLICY APPLICATION

Date sent:
Transaction number:
Policy number:
AO customer number:
Billing Account Number:
Proposal ID: **Tru-LineSurveyingP.TP P-4659292**

POLICY INFORMATION

Date: **05/18/2023** | [X] Proposal [ ] Issue [ ] Bound [ ] Rewrite of:

Agency Code: **01-0745-00** | Policy Effective Date: **05/20/2023** | Policy Term: [X] Annual [ ] 3-Year (fidelity only)

Agency/Address: **OTTAWA-KENT INSURANCE AGENCY INC**
WILLMARTH, RONALD
PO BOX 349
JENISON, MI 49429-0349
Phone: (616) 457-1320
jenison@ottawakent.com

Producer Code:

Company: [ ] 01 - Auto-Owners [X] 03 - Home-Owners [ ] 04 - Owners [ ] 05 - Property-Owners [ ] 08 - Southern-Owners

Billing Information

ADD TO CURRENT BILLING ACCOUNT: [ ] Yes [ ] No | If yes, billing account number:

Billing Options:
[ ] Agency Bill [ ] Full Pay [ ] Monthly
[ ] Escrow Pay [ ] Semi-Annual [ ] Quarterly

Deposit Amount $
Automatic Payments? [ ] Yes [ ] No
Mail Insured Copy of Policy to Agency? [ ] Yes [ ] No

Alternate Billing Name and Address:

APPLICATION INCLUDES THE FOLLOWING COVERAGE PARTS

[X] Property [X] General Liability [ ] Crime [X] Inland Marine [ ] Other (please describe):

APPLICANT INFORMATION

Applicant: **Tru-Line Surveying P.C.**

Mailing Address: **12230 40TH AVE**
ALLENDALE, MI 49401-9168

Entity: **Corporation**

Email: **trulinesurveying@gmail.com**

Phone Number: **(616) 457-1711**

FEIN:

Website:

Description of Business Operations: **Land surveying**

Year business started: **05/15/1994** (New Venture: [ ] Yes [X] No If yes, please provide description of owner's experience.)

Exclude Terrorism Coverage: [ ] Yes [X] No

SURVEY CONTACT	AUDIT CONTACT
Name:	Name:
Address:	Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
	Accounting Firm:

PREMISES INFORMATION

Loc	Bldg	Program	Location Address	Class Description	Within City Limits
1	1	68 - Premier Subcontractors	12230 40TH AVE ALLENDALE, MI 49401-9168	Surveyors - Land - Not Engaged in Actual Construction - Contractors Office and/or Storage	N

LOCATION INFORMATION

Location Number: **1**

Is the applicant the Building Owner at this location? [X] Yes [ ] No

Is any space leased at this location? [ ] Yes [X] No

PREMIUM MODIFICATION

Cumulative Multi-Policy Discount (Provide policy numbers of other Auto-Owners policies, including Life & Disability.)

Policy Type	Policy Number	Discount	Policy Type	Policy Number	Discount
Personal Policies		2%	Workers Compensation		5%
Commercial Automobile		5%			%

Cumulative Multi-Policy Discount: **12%**

Special Rating Plan: _____% Group Name and Number:

Explain how Group membership was verified:

Experience Rating Plan _____ %

_____ %

Rated Policy Tier Confirmation: **229150126** Commercial Property Tier: **363** Commercial General Liability Tier: **348**

Individual Risk Premium Modification Factor Approved by: **PreQualifiedTPP**

Coverage Part	Credit/Debit	Coverage Part	Credit/Debit
Commercial General Liability	15% credit	Commercial Property	15% credit
Inland Marine	15% credit		

Merit Rating Plan

Year Business Started: Prior Losses:

Prior Carrier Premium _____

Merit Rating: _____

PRIOR CARRIER INFORMATION

Policy Term	Prior Carrier	Annual Premium	Coverage Parts
05/20/2020 - 05/20/2023	Farm Bur Gen of MI	$525.00	Commercial Property, Commercial General Liability, Inland Marine

Prior carriers annual total expiring premium (includes: Property, General Liability, Inland Marine and Crime): **$525.00**

Has there been continuous coverage for the past three years? [X] Yes [ ] No

Prior Carrier Comments:

LOSS HISTORY

CHECK HERE IF NONE: [X] LOSS HISTORY ATTACHED: [ ] Will verifiable loss information be submitted? [X] Yes [ ] No

ENTER ALL CLAIMS (REGARDLESS OF FAULT) FOR THE PRIOR 3 YEARS

Date of Loss	Line	Description of Occurrence/Claim	Weather Related Y / N	Amount Paid	Amount Reserved	Open/ Closed
		No Losses				

What action has the applicant taken to prevent the type of losses listed above from recurring?

Premium based on rates effective: **05/15/2023**

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y	N	EXPLAIN ALL "YES" RESPONSES	Y	N
1. Is the applicant involved in, or does the applicant have ownership in any other business operations, or have locations not indicated on the application?		X	5. During the last ten years, has the applicant been convicted of any degree of the crime of arson?		X
2. Was the applicant previously insured with a nonstandard carrier?		X	6. Has the applicant filed bankruptcy within the last ten years?		X
3. Any past losses or claims relating to negligent hiring?			7. Any policy coverage declined, cancelled or non-renewed during the prior 3 years?		X
			Nonpayment? ☐ Underwriting Reasons? ☐		
4. Any past losses or claims relating to sexual abuse or molestation allegations or discrimination?			8. Does the owner have coverage written with Auto-Owners, Home-Owners, Owners, Property-Owners or Southern-Owners Insurance Company for a related business with this being only a new location of the same type of operation?		

REMARKS

REMARKS/EXPLANATIONS

General Information Underwriting Questions

Does the applicant have a shop with a major woodworking occupancy? No

Proposal started: 05/16/2023

Applicant Information:

Additional Named Insured Entity Type: Individual

Additional Named Insured: Maurice J Rosema

APPLICANT'S STATEMENT: I declare the facts stated in this application to be true and request the Company to issue this insurance and any renewals thereof in reliance thereon. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicant's Signature and Date:	Agent's Signature and Date:
Maurice Rosema 5/18/2023 | 11:48 AM EDT	

PROXY DESIGNATION (AUTO-OWNERS INSURANCE CO. ONLY) I designate J.P. Whisnant, M.D. Pike, and A.L. Lindemeyer, and each of them, my attorneys and proxies, with power of substitution and revocation to each, to vote as my proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is so present, then that one shall have full power to act.

Applicant's Signature and Date:	Proxy Signed?
Maurice Rosema 5/18/2023 | 11:48 AM EDT	☐ Yes ☒ No

POLICY INFORMATION		
	Y	N
How many years of ownership or management experience in a similar business operation?		
Age of Oldest Building?		
Have the roof, electrical, plumbing and heating systems been updated by a licensed contractor?		
Is any building vacant?		X
Is there commercial cooking (a deep fat fryer or grill) in use?		

PRIME INFORMATION		
Are all operations of the applicant covered by this policy?		
Will building coverage be provided?		
Does any building exceed 50,000 square feet in total area?		
Does the grocery store exceed 15,000 square feet in total area?		
Are annual sales/receipts greater than $15 million at any location?		
Does the applicant have a shop with a major wood working occupancy? (industrial processing only)		X
Is the shop equipped with a central dust collection system that collects dust outside of the building?		
Do alcoholic beverage receipts exceed 50% of the total annual receipts of the restaurant?		
Is a portion of any building leased to others by the insured?		

COMMERCIAL PROPERTY SECTION

Location: 1 **Building: 1**

	Rating Type	Windstorm/Hail Percentage Deductible	Deductible
Building Class Description: **Surveyors - Land - Not Engaged in Actual Construction - Contractors Office and/or Storage** In City Limits: ☐ Yes ☒ No Territory: **See Comments** County: **070 - Ottawa** Dwelling Territory:	☒ Class ☐ Builder's Risk ☐ Specific ☐ Special ☐ Dwelling ☐ Mobile Home	_____ % * ☐ Exclude Windstorm/Hail	Location **$2,500** Theft **$2,500** Windstorm/Hail **$2,500**

* If chosen, a minimum $1,000 or the Commercial Property Deductible applies, whichever is greater.

Description of Building Operations: Contractors Office / Outbuilding

COVERAGES

☐ Condominium Unit Owner?

☐ Equipment Breakdown?

☐ Food Contamination
$ _____ Food Contamination Coverage Limit $ _____ Additional Advertising Expense Coverage Limit

☐ Spoilage Coverage
Limit of Insurance $ _____ Covered Causes of Loss: ☐ Breakdown or Contamination ☐ Power Outage
Deductible $ _____
Description of the Property: _____
Selling Price: Yes ☐ No ☐
Refrigeration Maintenance Agreement: Yes ☐ No ☐

☐ Golf Course Greens, Tee Boxes, Sand Traps and Fairways Coverage
Greens and Tees Limit of Insurance $ _____

☐ Craft Brewery Plus Coverage Package? ☐ Standard ☐ Enhanced ☐ Premier

☐ Garage Property Plus Coverage Package? ☐ Standard ☐ Enhanced ☐ Premier
☐ Garage Property Plus - Perishable Refrigerated Products?

☐ Golf Course Property Plus Coverage Package? ☐ Standard ☐ Enhanced ☐ Premier
☐ Golf Course Plus - Perishable Refrigerated Products?

☐ Hotel Property Plus Coverage Package? ☐ Standard ☐ Enhanced ☐ Premier
☐ Hotel Property Plus - Perishable Refrigerated Products?

☐ Manufacturers Plus Coverage Package? ☐ Yes ☐ No

☐ Property Plus Coverage Package? ☐ Standard ☐ Enhanced ☐ Premier
☐ Property Plus - Perishable Refrigerated Products?

☐ Winery Plus Coverage Package? ☐ Standard ☐ Enhanced ☐ Premier

Type of Property Covered	Coverage Form	Limit	EQ Incl	Class Code	Group I Rate	Group II Rate	Coins. %	ACV, RC Funct RC	Blanket	Agreed Value
Building	**Special With Theft**	**$115,000**	**N**	**3703**	**0.268**	**0.169**	**80**	**Replacement Cost**	**N**	**N**
Ordinance or Law (See Supplemental)				**3703**						

EARTHQUAKE INFORMATION

Earthquake Number of Stories: _____
Earthquake Include Coverage for Masonry Veneer: ☐ Yes ☐ No
Earthquake Percentage of Masonry Veneer Exterior: _____
Earthquake Personal Property Grade: _____
Earthquake Building Class: _____
Earthquake Property Deductible Percentage: _____ %
Earthquake Building Deductible Percentage: _____ %
Earthquake Zone: _____
Earthquake Territory: _____

BUSINESS INCOME/EXTRA EXPENSE ADDITIONAL INFORMATION

☐ With Extra Expense ☐ With Rental Value
☐ Without Extra Expense ☐ Without Rental Value
☐ Extra Expense Without Business Income

Actual Loss Sustained: ☐ 12 Months ☐ 18 Months ☐ 24 Months
Waiting Period: ☐ 0 Hours ☐ 24 Hours ☐ 72 Hours
Total Annual Receipts:

Type Of Business: ☐ Mercantile/Non-Manufacturing ☐ Manufacturing ☐ Mining ☐ Rental Property

☐ Monthly Period of Indemnity _____ Limit
☐ Extended Period of Indemnity _____ Days
☐ Maximum Period of Indemnity _____ Days
☐ Power/Heat Deduction _____ Deductible
☐ Electronic Media _____ Days
☐ Ordinance or Law _____ Days

☐ Ordinary Payroll
☐ Exclude
☐ Include
☐ 90 Days
☐ 180 Days
☐ $ _____

☐ Tuition Fees
☐ Limited
☐ Broad

☐ Dependent Properties
☐ Contributing Location
☐ Recipient Location
☐ Manufacturing Location
☐ Leader Location
☐ Description

☐ Off Premises Service Interruption
☐ Power Supply ☐ Water Supply ☐ Communication
☐ Include Overhead Transmission Lines
☐ Exclude Overhead Transmission Lines

☐ Extra Expense ☐ Ordinance and Law Increased Cost of Restoration
_____ Days Period of Restoration

Expanded Limits of Loss Payment _____ % _____ % _____ % _____ %

Name and Address(es) For Off Premises Service Interruption or Dependent Properties

PREMISES INFORMATION

Construction: **Frame**
Original Construction Year: **1992**
Total Area: **1,060**
Number of Stories: **2**
Sprinklered: ☐ Yes ☒ No
Hotel # of Units: _____

Listed On Historical Registry: ☐ Yes ☐ No
Protection Class: **06**
Rate Group: Class Limit:

Year Updated
Plumbing, Year: **1992** Heating, Year: **1992**
Wiring, Year: **1992** Roofing, Year: **2021**

Building purchased within last 18 months? ☐ Yes ☒ No
Purchase price if purchased within the last 18 months:
$ _____
Building Comments:

Wood Shake Shingles? **No**

Roofing Materials? **Asphalt/Fiberglass Shingles**

Does the electrical system in the building contain aluminum wiring or a fuse system? ☐ Yes ☒ No
Does the electrical system in the building have circuit breakers? ☒ Yes ☐ No

Is there a basement? ☐ Yes ☒ No
Total Square Feet of Unfinished Basement: _____
Total Square Feet of Finished Basement: _____
Basement Construction Type: _____

ISO RISK ID: Tentative Rate: **N** Approved by: ISO Contents Code:

PREMISES PROTECTION

Is there a fire hydrant within 1000 feet?		Distance to the fire department:	
Does applicant have fire extinguishers?	**No**	Responding fire department:	
Is the building open sided?	**No**	**ALLENDALE TS FS**	

OPTIONAL COVERAGES, ENDORSEMENTS AND RATING INFORMATION

Commercial Property Information

Territory:

Group I Territory: 700 - OTTAWA

Group II Territory: 002 - SOUTHERN COUNTIES

GENERAL COMMENTS

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MISCELLANEOUS PROPERTY SUPPLEMENT

Location: 1 **Building: 1**

Ordinance or Law Coverage	
Coverage A – Undamaged Building	**Included in the Building Limit of Insurance**
Coverage B – Demolition Cost	**$10,000**
Coverage C – Increased Cost of Construction	**$10,000**
Coverage D – Tenants Improvements and Betterments	

Total Commercial Property Location 1 Premium **$339.00**

Total Commercial Property Premium **$339.00**

COMMERCIAL GENERAL LIABILITY SECTION

SINGLE LIMITS		SPLIT LIMITS		BI	PD
General Aggregate	$2,000,000	General Aggregate			
Products/Completed Operations Aggregate	$2,000,000	Products/Completed Operations Aggregate			
Personal and Advertising Injury	$1,000,000	Personal and Advertising Injury			
Each Occurrence	$1,000,000	Each Occurrence			
Damage to Premises Rented to You (Any One Premises)	$50,000	Damage to Premises Rented to You (Any One Premises)			
Medical Payments (Any One Person)	$5,000	Medical Payments (Any One Person)			
CGL Plus: ☐ Yes ☒ No					

CLASSIFICATIONS

Location	Class Code and Description	Territory	"A" Rate Deviated?	Premium Basis	Prem/Ops Base Rate	Products/CO Base Rate
1	**39471 Surveyors - Land - Not Engaged in Actual Construction - Contractors Office and/or Storage**	5		$49,700 Payroll	2.180	0.120

DEVIATION

OPTIONAL COVERAGES, ENDORSEMENTS AND RATING INFORMATION

Exclusion - Damage to Work Performed By Subcontractors: Yes

ADDITIONAL INSURED/CERTIFICATE RECIPIENT

Form name and number:

Name	
Event Description	
Location of Premises	
Part leased to you	
Your Product	
Premium Charge for Each	
Approved by	

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES FOR ALL PAST, PRESENT OR DISCONTINUED OPERATIONS	Y	N	EXPLAIN ALL "YES" RESPONSES FOR ALL PAST, PRESENT OR DISCONTINUED OPERATIONS	Y	N
1. Any operations involving storing, treating, discharging, applying, disposing or transporting of hazardous material? (e.g. landfills, wastes, fuel tanks, etc.)?		x	6. Have any crimes occurred or been attempted on your premises within the last three years?		x
2. Any operations sold, acquired or discontinued in the last five years?		x	7. Does the applicant manufacture, install, service or demonstrate any products?		x
3. Any leasing of employees to or from other employers?		x	8. Is the applicant involved to any extent in hydraulic fracturing?		x
4. Are day care facilities provided?			9. Does the applicant own or operate any tanning beds or booths?		
5. Any Special Events sponsored?		x			

COMMENTS/EXPLANATIONS

Total Commercial General Liability Premium **$215.00**

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GENERAL LIABILITY PAYROLL SUPPLEMENT

CHARGEABLE OFFICERS, PARTNERS, AND INDIVIDUALS BY CLASS CODE:

Location: 1	**12230 40TH AVE ALLENDALE, MI 49401-9168**	
Type	Name	Class Code
Executive Officer	**29700**	**39471**

EMPLOYEES PAYROLL

Number of Employees:	**1**
Class code	Exposure
39471	**$20,000**

THE GENERAL LIABILITY APPLICATION WILL REFLECT THE TOTAL OF ALL EXPOSURES BY CLASS CODE.

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MISCELLANEOUS GENERAL LIABILITY SUPPLEMENT

VOLUNTARY DAMAGE TO PROPERTY OF OTHERS			
Exposure : **Included**			Per Occurrence Deductible: $250
Limits of Liability	Occurrence: **$5,000**	Aggregate: **$25,000**	

Total Commercial General Liability Premium **$215.00**

DocuSign Envelope ID: 7ADDA3F1-BF4E-4C9E-AE5B-EFE627B6AD79

COMMERCIAL INLAND MARINE APPLICATION

LOCATION NO.: 1

TOOLS AND EQUIPMENT FLOATER

Please provide a description and current value for each item insured that is valued over $2,500.
(BLANKET COVERAGE APPLIES TO ITEMS VALUED $2,500 OR LESS.)

Total Limit of Insurance	Deductible	Perils	County
Total Scheduled: $15,000 **Insured Unscheduled:** $10,000	$250	[X] All Risk [ ] Named Perils including Theft [ ] Named Perils excluding Theft	Ottawa

SCHEDULED TOOLS AND EQUIPMENT

#	Amount of Insurance	Model Year	Equipment Description (Type, Manufacturer, Model, Capacity, etc.)	ID/Serial Number	New / Used	Date Purchased
			Description: See Attached Schedule for Scheduled Items.			

* Total Inland Marine Location **1** Premium **$343.00**

Total Inland Marine Location **1** Deposit Premium _____

*** Included the total of all reporting form deposit premiums plus non-reporting premiums and charges for this location.**

ADDITIONAL INLAND MARINE COVERAGES

- [ ] Contractors Inland Marine Plus
  - [ ] Standard Option
  - [ ] Enhanced Option
  - [ ] Premier Option
- [ ] Water Well Drillers Inland Marine Plus
  - [ ] Standard Option
  - [ ] Enhanced Option
  - [ ] Premier Option

ADDITIONAL COMMENTS/EXPLANATIONS

Merit Rating Plan

Year Business Started: 1994

Prior Carrier Premium: $525.00

Prior Losses: 0

Merit Rating: 5% credit

Inland Marine Location Territory

Location Number: 1

Group I Territory: 700 - OTTAWA

Group II Territory: 002 - SOUTHERN COUNTIES

COMMERCIAL INLAND MARINE APPLICATION

ADDITIONAL COMMENTS/EXPLANATIONS
Tools and Equipment Adjusted Rates
Adjusted Rate - Location 1: Yes
Adjusted Rate: 2.000
Approved By: Ronald Willmarth

PREMIUM MODIFICATION

IRPM %: **15.0** % **Credit** Approved By: **PreQualifiedTPP**

Total Inland Marine Premium **$343.00**

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NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

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The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

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Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

CONTRACTOR QUESTIONNAIRE

Insureds Name:	**Tru-Line Surveying P.C.**	Agency Code:	**01-0745-00**
Policy Number:		Effective Date:	**05/20/2023**
Annual Receipts:	**$75,000**		
Total ratable annual payroll:	**$49,700**		
Cost of subcontracted work:	**0**		
List all the states the contractor works or is licensed to operate in:	**Michigan**		
Percentage of Work for Commercial Customers:	**50%**		
Percentage of Work for Residential Customers:	**50%**		
Estimated Annual Number of Jobs:	**25**		
Number of Jobs at Any One Time:	**4**		

EXPLAIN Responses when Applicable	Y	N
Has the contractor ever been named in litigation regarding faulty work?		X
Does the contractor have a practice of being named as an additional insured on subcontractor's policies?		
Are certificates required from subcontractors?		
Do subcontractors carry coverages or limits less than the applicant's?		
Has the contractor ever been involved in, or plan to be involved in, any of the following operations, whether directly involved or subcontracted?		X
Flood control or retaining wall / seawall work		X
Pollution clean-up work		X
Use of cranes or hoisting operations		X
Work on grain elevators		X
Work involving blasting		X

EXPLAIN Responses when Applicable	Y	N
Work involving construction management		X
Is the applicant engaged in any of the following exposures?		X
Roofing		X
Is the exposure incidental to the primary type of operation?		
Insulation installation other than fiberglass, cellulose or Styrofoam		X
Is the exposure incidental to the primary type of operation?		
Does the applicant have any of the following exposures?		X
Asbestos removal or installation, including the insured's own employees or subcontractors		X
Commercial boiler or related work		X
Exterior work more than three stories		X
Installation or repair of burglar alarms, fire alarms or sprinkler systems		X
Underground storage tank installation, service, repair, or removal		X
Chimney cleaning or woodstove installation, service or repair		X
Demolition		X
Landfill operations		X
Rental or leasing of equipment to others, including Inland Marine items		X
Removal of lead paint		X
Tree trimming		X
Does the applicant own any occupancy with a substantial manufacturing exposure?		X
Does the applicant own any occupancy with a substantial processing exposure?		X
Does the applicant own any storage occupancy larger than 15,000 square feet?		X

DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS (Exception to Exclusion l)	Y	N
Have you verified the insured's risk transfer practices are present in a recently executed contract between them and their subcontractors?		
Is the contractor named as an additional insured on all subcontractors' policies?		
Does the contractor require certificates from subcontractors?		
Does the contractor require subcontractors to carry limits that are at least equal to the applicant's?		

Does the contractor include hold harmless language in their favor?		
Does the contractor require 30-day notice of cancellation from subcontractors' carriers?		
Does the contractor have a risk manager working directly on projects?		
Does the contractor monitor construction projects after completion? How often?		
Is the contractor currently bonded? What is the name of the bonding company? What are the limits? What is the coverage duration?		
Approved By: Maurice Rosema 5/18/2023 | 11:48 AM EDT		

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IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE and REJECTION OF TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to policy terms and conditions, the policy for which you have applied with an Auto-Owners Insurance Group Company* provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by such policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed $100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for payment of any portion of the loss that exceeds $100 billion. In the event that aggregate insured losses exceed $100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

In the event that your policy, the policy for which you have applied or our proposal includes a premium charge for this coverage, your agency will advise you as to amount of this premium or it will be shown on the proposal. This premium charge will also be shown separately on the Declarations page for current policies or on the Declarations page that you will receive after the policy is issued.

For lines of insurance, other than Workers Compensation, to which the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) applies, you may also reject coverage for certified acts of terrorism by completing the following and attaching it to your Auto-Owners Insurance Group Company* application or for in-force business, by submitting it to the Company.

REJECTION OF TERRORISM RISK INSURANCE COVERAGE

I hereby reject coverage for acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act). Except as noted below, I understand that I will have no coverage for losses arising from acts of terrorism as defined in the Act. In the event of an act of terrorism as defined in the Act, future policies may also include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act. If coverage is provided for building(s) and contents located in Arizona, Georgia, Illinois, Iowa, North Carolina and North Dakota, I will have fire coverage for such property following a certified act of terrorism. If coverage is provided for building(s), contents or property covered by an inland marine policy located in Missouri and Wisconsin, I will have fire coverage for such property following a certified act of terrorism.

Tru-Line Surveying P.C.
Applicant or Policyholder Name

Signature - First Named Insured or Authorized Officer	**05/18/2023** Date	Policy Number (if applicable)
Tru-Line Surveying P.C. Print Name		**OTTAWA-KENT INSURANCE AGENCY INC 01-0745-00** Agency Name and Agency Code

* Auto-Owners Insurance Group includes: Auto-Owners Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

01-0745-00
OTTAWA-KENT INSURANCE AGENCY INC
7472 MAIN STREET
JENISON, MI 49428-9304

Agency phone: (616) 457-1320

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

05-26-2023

HOME-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Phone
1-800-288-8740

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

TRU-LINE SURVEYING PC
12230 40TH AVE
ALLENDALE, MI 49401-9168

RE: Policy A106-604-080 Billing Account 101246049

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

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Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

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Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

27777 (10-88)
Issued 05-26-2023

Home-Owners

INSURANCE COMPANY 29467
6101 ANACAPRI BLVD, LANSING, MI 48917-3968
517-323-1321

WORKERS COMPENSATION & EMPLOYERS LIABILITY INFORMATION PAGE

AGENCY OTTAWA-KENT INSURANCE AGENCY INC
01-0745-00 MKT TERR 077 (616) 457-1320

New Business Effective 05-20-2023

POLICY NUMBER A106-604-080

Company Use 16-17-MI-0523

INSURED TRU-LINE SURVEYING PC

ADDRESS 12230 40TH AVE

ALLENDALE, MI 49401-9168

Company Bill

POLICY PERIOD
12:01 A.M. 05-20-2023 to 12:01 A.M. 05-20-2024

ITEM 1. **INSURED:** TRU-LINE SURVEYING PC
12230 40TH AVE
ALLENDALE, MI 49401-9168

INSURED IS: Corporation

ITEM 2. **POLICY PERIOD:** 05-20-2023 (12:01 A.M.) to 05-20-2024 (12:01 A.M.)
(Based on the insured's address shown in Item 1.)

ITEM 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to Workers Compensation Law of the states listed here: MI

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in ITEM 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$500,000	Each Accident
Bodily Injury by Disease	$500,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states (Ohio, Washington, Wyoming & North Dakota), Puerto Rico, the U.S. Virgin Islands, and the states designated in ITEM 3.A. of the Information Page.

ITEM 4. The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.

CLASSIFICATION OF OPERATIONS	CLASS CODE	PREMIUM BASIS: ESTIMATED ANNUAL REMUNERATION	RATES: RATE PER $100	ESTIMATED ANNUAL PREMIUM
STATE OF MICHIGAN				
See LOC NUM 001 DESC 002				
SURVEYOR	8601	20,000	0.21	42

MICHIGAN PREMIUM SUMMARY

TOTAL		42
Increased Limits 3 B	NO CHARGE	42
Increased Limits Min Premium Diff	50	92
Merit Rating Plan Premium Adjustment	21-	71
Price Point Rating Factor	10-	61
15% Schedule Credit Michigan	NO CHARGE	61
Balance To Minimum	189	250
TOTAL STATE ESTIMATED ANNUAL PREMIUM		250

HOME-OWNERS INS. CO. Issued 05-26-2023

AGENCY OTTAWA-KENT INSURANCE AGENCY INC Company **POLICY NUMBER** **A106-604-080**
01-0745-00 MKT TERR 077 Bill Company Use 16-17-MI-0523

INSURED TRU-LINE SURVEYING PC Term 05-20-2023 to 05-20-2024

POLICY PREMIUM SUMMARY			
8% Cumulative Multi-Policy Discount	NO CHARGE		250
Expense Constant	200		450
Terrorism - See Form 27317	4		454
Paid In Full Discount	4-		450
TOTAL ESTIMATED ANNUAL PREMIUM		MIN	450

FEDERAL ID: 383178249

COUNTY: 070

MINIMUM PREMIUM: $450 MICHIGAN

MI NUMBER OF EMPLOYEES: 1

AUDIT IS: ANNUAL

A 8% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Umb( ) Comm Prop/Comm Liab(X) Comm Auto(X) Life( ) Personal( ) Farm( ).

Paid in Full Discount applies.

The Paid in Full Discount does not apply to fixed expense fees, statutory charges or minimum premiums.

The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premium in full directly to the company.

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

ENDORSEMENTS:

27411 (01-13)
27393 (07-12)
27539 (08-17)
27986 (01-21) (WC210402C)
59270 (02-97)
27395 (10-14)A(WC000000C)
27942 (01-19) (WC000414A)
27013 (05-01)
27320 (03-06)A
27011 (04-84)A(WC000308)
14019 (09-20)
27961 (10-13) (WC210304)

NAMED INSURED SCHEDULE

TRU-LINE SURVEYING PC

FEIN: 383178249
TRU-LINE SURVEYING PC

LOCATION SCHEDULE

LOC NUM 001	
STATE	MI
FEIN	383178249
ENTITY	CORPORATION
NUMBER OF EMPLOYEES	1
NAME & ADDRESS	TRU-LINE SURVEYING PC 12230 40TH AVE ALLENDALE MI 49401-9168

Workers Compensation and Employers Liability Insurance Policy

Home-Owners Insurance Company

In witness whereof, we, the Home-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

William T Woodbury

Secretary

Michael D. Poe

President

27393 (7-12)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

QUICK REFERENCE

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B. Long Term Policy	5
C. Transfer of Your Rights and Duties	5
D. Cancelation	5
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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employer Liability Insurance Policy, and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Insurance Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY CAREFULLY.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**
This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**
You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**
Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**
State means any state of the United States of America, and the District of Columbia.

E. **Locations**
This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**
This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**
We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**
We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.
We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:
1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**
We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**
You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:
1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;

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3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**
We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**
These statements apply where they are required by law.
1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**
This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**
We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.
The damages we will pay, where recovery is permitted by law, include damages:
1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**
This insurance does not cover:
1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

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5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance.

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You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**
There will be no right of action against us under this insurance unless:
1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. **How This Insurance Applies**
1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**
Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.
1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. **Our Manuals**
All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**
Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**
Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:
1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**
The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated,

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premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

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Home-Owners Insurance Company 27320 (3-06)

NOTICE OF PREMIUM AUDIT BILLING

Dear Policyholder,

Thank you for allowing Auto-Owners to handle your insurance needs.

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A++ (Superior) rating by the A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

If your policy is an audited policy, the billing of the audit premium will be included in your regular premium billing account. This premium is due in full upon billing and failure to pay as billed may result in the cancellation of all policies on the billing account. If you have questions on your audit or about your insurance needs, please contact your agent at the telephone number shown on your Information page.

Auto-Owners Insurance – The “No Problem” People®

Home-Owners Insurance Company 27942 (1-19)

Workers Compensation and Employers Liability Insurance Policy

90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

WC 00 04 14 A

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in the revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

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MICHIGAN NOTICE TO POLICYHOLDERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in Item 3.A. of the Information Page.

1. Rates and Premium

   The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

   You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

   You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

   You may request a payroll audit once each calendar year. Your request must be in writing, sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. Reserves or Redemption

   You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

   If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Address

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30220
Lansing, MI 48909

Auto-Owners Insurance Company
Workers Compensation Department
P.O. Box 30660
Lansing, MI 48909
Phone: (517) 323-1200

Notes:

1. This endorsement must be attached to a policy showing Michigan in Item 3.A. of the Information Page.
2. This notice is required by the Michigan Workers' Compensation Law.

AUTO-OWNERS INSURANCE COMPANY
WORKERS COMPENSATION RISK MANAGEMENT HIGHLIGHTS

Your employees are your biggest asset and the engine that makes your business go. Protecting their well-being is critical to your business' success! We are excited to play a role in this process by providing you with our Workers Compensation policy. At Auto-Owners, we believe that a commitment to safety begins with your leadership and goes far beyond compliance.

The following are a few suggestions to assist you with the hiring and safety processes.

Helpful Hiring Practices:

- Have all applicants complete a current job application and keep the signed application on file. Make sure the application complies with all state and federal laws.
- Conduct thorough interviews with all prospective employees. Limit the questions to topics of legal inquiry only.
- Obtain a physical once employment has been agreed upon.
- Obtain a drug test from new employees.
- Contact all referrals listed as references.

Retain Detailed Employment Records:

- Retain attendance records. Causes for an employee's absence should be documented appropriately.
- Retain current and accurate payroll records.
- Corrective actions: Keep written record of work guidelines, standard procedures for all corrective actions, and when corrective actions are performed. Have all forms signed and dated by the employee and the supervisor/manager in charge.
- Create an employee manual in agreement with appropriate employment law and practice and have employees read and sign.
- Create and maintain job descriptions in agreement with appropriate employment law and practice.
- When faced with a workers compensation claim, provide payroll and personnel information to the Company.
- When a request for information is received from your employee or their attorney concerning a workers compensation claim, contact the Company before releasing any information.
- Conduct exit interviews when employees leave the business.

Job Safety:

- Provide all necessary safety equipment and protective gear. Enforce the use of all safety equipment.
- Properly train employees for their job and for the appropriate use of equipment/machinery.
- Develop and perform safety orientation programs.
- Do not allow any alteration of safety devices, for example; removing safety guards from machinery.
- Display specific machinery instructions by the machinery/equipment.
- Display general safety procedures where employee notices are customarily placed.

We thank you for placing your trust in our company by selecting us as your workers compensation insurance company! Any safety related questions can be directed to our Loss Control Services department by phone (855) 586-5388 or by E-mail at LossControlSupport@aoins.com.

Content in this document is not legal advice, nor does it amend the terms, conditions, or coverages of any insurance policy issued by Auto-Owners Insurance Group.

YOUR INSURANCE AUDIT - HOW TO SAVE TIME AND MONEY

WHAT IS AN INSURANCE AUDIT?

Insurance audits are typically performed on commercial insurance policies providing auto, general liability, garage liability, umbrella and workers compensation coverages. When these polices are issued, you are asked to pay an estimated premium. Estimated premiums are based on the nature of your business and your estimate of exposures (i.e., payroll, sales, etc.) for the policy period.

Once your policy expires, we conduct an audit to collect information on actual exposures and operations. From this information, we determine the final earned premium. Premium adjustments are then determined by comparing audited exposures and operations with the original policy estimates.

WHAT RECORDS ARE NEEDED FOR THE AUDIT?

Good record keeping is important to the audit process. Accurate records provide and confirm information, save time and minimize your insurance costs. The premium auditor will let you know which of the following records will be needed for your audit when the audit appointment is made.

- PAYROLL RECORDS include payroll journal and summary, federal tax reports (941's), state unemployment reports and individual earnings records. Totals should be kept for overtime when applicable.
- EMPLOYEE RECORDS include the number of employees and hours, days or weeks worked annually.
- SALES JOURNAL includes all goods or products sold, rented and/or distributed as well as service, repair and installation. Sales or excise taxes collected separately and submitted to the government need to be identified in order to be excluded.
- CHECK REGISTER and CASH DISBURSEMENTS show payments to subcontractors, material costs and payments for casual labor.
- CERTIFICATES OF INSURANCE show the subcontractors used during the policy period for construction, erection and/or repair for general liability and workers compensation insurance coverages. They are also used for commercial automobile hired auto coverage.
- INCOME STATEMENTS include subcontracted labor costs and payroll amounts.

WHEN AND HOW WILL THE AUDIT BE DONE?

We will collect audit information from you shortly after your policy expires. Smaller, less complex policies may only require that you assemble and send the necessary information to us, or have the information available when a telephone auditor calls.
Larger and more complicated policies are handled by a field auditor, who will schedule an appointment with you shortly after the policy expires.
If you must change or cancel a scheduled appointment, please contact the auditor as far in advance as you can. It is best to schedule and complete this audit within 30 days from your policy expiration date. It is important for the auditor to ask questions about your operations. If you cannot be present to answer questions, someone familiar with the specifics of your entire business operations should be available. If you direct us to your accountant, we will obtain as much information as possible from your accountant and contact you with additional questions.
Most of our audits take a half hour or less, but audits of larger policies may take longer. Though the auditor will have a number of questions, you will not have to be directly involved during the entire audit if adequate records are available.

HOW CAN YOU SAVE MONEY?

There are several ways you can save on premium dollars depending on the type of business and coverages you have. Not all of the following may apply to your particular business.

- PAYROLL DIVISION - A single employee's payroll can be divided, except when the employee works in a clerical, sales, drafting or driving position. Proper records must be kept in dollar amounts that reflect work actually performed before a breakdown can be applied. Without adequate records, the entire payroll for the employee must be placed in the highest rated classification.
- EMPLOYEE TIPS - Tips declared by employees may be excluded from their gross payroll only if separately identified. Amounts added to customer's bills, such as service charges, which are collected by you and disbursed to your employees are not excludable.
- CERTIFICATES OF INSURANCE - Have certificates available for the audit at your premises (or your accountant's) to ensure that charges are not made unnecessarily. It is best to obtain a certificate of insurance prior to a subcontractor performing work for you. Certificates must cover the period when the subcontractor worked for you. This may require certificates covering two different policy terms for the subcontractor.
- DRIVERS - (For general liability coverage), employees with the sole responsibility of driving may often be excluded from chargeable payroll, if their wages are shown separately. However, employees who perform other duties besides driving must be placed in the highest rated class describing their duties.
- COST OF HIRE is commonly used on commercial automobile policies as a premium basis for hired auto coverage. This includes automobiles and trailers used under contract on behalf of or loaned to the named insured, which may include rental units as well as subcontracted hauling for the insured.

Your business is unique. If you have questions about how your specific circumstances will affect savings, please contact your insurance agent.

BASIC DEFINITIONS

- REMUNERATION is commonly called payroll, but can include items not normally part of payroll, or exclude items which are part of payroll. It includes wages, the value of meals and lodging, and other substitutes for money. (Substitutes for money include draws, dividends, traveling expenses and travel time payments, gift certificates or merchandise credits, annuities, and contributions to individual retirement accounts. This list is not all inclusive but represents common substitutes for money). Your premium auditor will discuss this with you at the time of your audit.

- OVERTIME is the hours worked for which there is an increase in the rate of pay. It includes:
  1. Work in excess of 8 hours per day, or 40 hours per week.
  2. Work on Saturdays, Sundays or holidays.
  3. Work in any day or week, in excess of a guaranteed wage agreement.
  4. Ordinarily, overtime pay is equal to 1 1/2 times the regular hourly rate. For example, a regular pay rate of $10 per hour at time and a half generates a $15 per hour overtime rate. If the extra $5 of pay is shown separately, it is excluded in total. If total overtime wage is shown in in a combined amount of $15 (regular pay plus increase) and included in gross payroll, one third ($5) will be deducted from gross pay. If the overtime wage is calculated at double time, one half will be deducted from gross pay.
  5. Extra pay for shift differential is not considered overtime.

- GROSS SALES is the gross amount charged by you or others trading under your name for all goods or products sold or distributed, operations performed and rentals. Some deductions from gross sales include sales or excise tax, returns and allowances and finance charges for items sold on installment.

- SUBCONTRACTOR is often used interchangeably with "independent contractor". We ordinarily apply the definition to subcontractors performing construction, erection or structural alteration for a general contractor. Most workers compensation laws hold you responsible for employees of an uninsured subcontractor. In some states, they may extend to an uninsured subcontractor without employees, if an employee-employer relationship can be established. A liability policy will also include a charge for subcontractors as though they were your employees if there is no certificate showing evidence of insurance. Subcontractors can easily obtain a certificate of insurance through their insurance agent.

- TOTAL COST is the cost of all work let or sublet in connection with each specific project including:
  1. The cost of all labor, materials and equipment furnished, used, or delivered for use in the execution of the work.

2. All fees, bonuses or commissions made, paid or due.
3. The rates apply per $1,000 of total cost.

COMMONLY ASKED QUESTIONS

Q: Why is an audit necessary?
A: To calculate the exact amount of premium you will be charged. Actual exposures and operations are determined by an audit. After they are compared with initial estimates and later endorsements, a final audit premium is determined.
Q: If overtime is not summarized, will I still get credit?
A: Overtime records must show overtime pay separately by employee or classification or it will not be deducted.
Q: If I do not have certificates of insurance from subcontractors for the audit, will I be able to get them?
A: It is in your best interest to request a certificate from a subcontractor prior to the work being performed, rather than at the time of audit. You will be charged for employees of those subcontractors not providing certificates as though they were your employees.
Q: Several of my employees do more than one type of work. How should I assign their payrolls?
A: Payrolls may be divided into appropriate classifications, provided the division is reflected on the original records in dollar amounts.
Q: Some of my work could be considered clerical and sales. Should I separate it?
A: The clerical and sales classifications cannot be used with any other class for division of a single employee's payroll
Q: Is it necessary to provide audit information if my renewal policy has been canceled?
A: Yes, policies are issued using estimated payroll or sales. Actual payroll or sales needs to be known to determine if additional premium is due the company, or a return premium is due the policyholder.

In some states, a surcharge/penalty may be applied to the policy for failure to comply with the audit process.

Home-Owners Insurance Company 27961 (10-13)

Workers Compensation and Employers Liability Insurance Policy

MICHIGAN LAW ENDORSEMENT

WC 21 03 04

This endorsement applies only to the insurance provided by the policy because Michigan is shown in item 3.A of the Information Page.

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

(1) We are "the insurer issuing this policy"
(2) You are "the insured employer"
(3) "Michigan Workmen's Compensation Act" means the Workers' Disability Compensation Act of 1969
(4) "Workmen's compensation" means workers' compensation
(5) "The Bureau of Workmen's Compensation" means the Bureau of Workers' Compensation Agency.

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the Accident Fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation

(a) That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan Workmen's Compensation Act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical services:

(b) That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan Workmen's Compensation Act and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Rehabilitation services:

(c) That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan Workmen's Compensation Act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Funeral expenses:

(d) That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan Workmen's Compensation Act;

Scope of contract:

(e) That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

Obligations assumed:

(f) That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan Workmen's Compensation Act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

Termination notice:

(g) That it will file with the Workers Compensation Agency at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancellation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancellation is received by the Workers Compensation Agency;

Conflicting provisions:

(h) That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

Workers Compensation and Employers Liability Insurance Policy

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

WC 21 04 02 C

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year, and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

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2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	**Rate per $100 of Remuneration**
SHOWN IN ITEM 4 OF THE INFORMATION PAGE	

Includes copyrighted material of National Council on Compensation Insurance, Inc., with its permission.

Home-Owners Insurance Company 27011 (4-84)

Workers Compensation and Employers Liability Insurance Policy

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

WC 00 03 08

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners	Officers	Others
	MI - MAURICE ROSEMA	

Home-Owners Insurance Company 18551 (7-22)

MEDICAL ONLY/SHORT DISABILITY
REPORT OF INJURY TO EMPLOYEE
(FOR 7 OR LESS DAYS DISABILITY)

If the injured employee returns to work on or before the 7th day, no further report is required. If disabled more than seven days, complete form BWC-100 and send to Auto-Owners Michigan Workers' Compensation Claims. If in doubt regarding the proper form, send a completed form BWC-100

COMPLETE AT ONCE AND SEND TO

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

MICHIGAN WORKERS' COMPENSATION CLAIMS
P.O. BOX 30512
LANSING MI 48909-8010
PH: 517-323-1321 FAX 517-391-1919

Policy No. _____ Agent/ Agent No. _____

EMPLOYER

Business Name _____ Nature of Business _____ Phone ( ) _____
(List principal product or service)

Address: _____ City _____ State ____ Zip _____

EMPLOYEE

Name _____ DOB _____ Phone ( ) _____
(First) (Middle) (Last)

Address: _____ City _____ State ____ Zip _____

Social Security No. _____ Occupation _____

INJURY OR INDUSTRIAL ILLNESS

Date of injury or illness _____ Place of injury or illness _____

Nature of injury or illness _____

Describe how injury or illness occurred _____

Was place of accident or exposure on employer's premises? ☐ Yes ☐ No

Was employee disabled? _____ How long? _____ Date of return to work _____

Doctor's name and address _____

Hospital name and address _____

Date of report _____ by _____ Title _____
Employer

Agency Code 01-0745-00 Policy Number A106-604-080

Home-Owners Insurance Company

OCR 100

EMPLOYER'S BASIC REPORT OF INJURY

Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
PO Box 30016, Lansing, MI 48909

An employer shall report immediately to the agency on Form WC-100 all injuries, including diseases, which arise out of and in the course of the employment, or on which a claim is made and result in any of the following: (a) Disability extending beyond seven (7) consecutive days, not including the date of injury; (b) Death; (c) Specific losses. In case of death, an employer shall also immediately file an additional report on WC-106. See instructions on reverse side for filing/mailing procedures.

I. EMPLOYEE DATA

1. Social Security Number	2. Date of Injury	3. Employee name (Last, First, MI)		
4. Address (Number & Street)		5. City	6. State	7. ZIP Code
8. Date of birth (MM/DD/YYYY)	9. Sex ☐ Male ☐ Female	10. Number of dependents	11. Telephone number	
12. Tax Filing Status: ☐ A. Single ☐ B. Single, Head of Household ☐ C. Married, Filing Joint ☐ D. Married, Filing Separate				

II. EMPLOYER/CARRIER DATA

13. Employer name			14. Federal ID Number	
15. Injury location code	16. Mailing location code	17. UI number	18. Type of business (SIC/NAICS)	
19. Employer street address		20. City	21. State	22. Zip code
23. Insurance Company Name (If employer not self-insured) **AUTO-OWNERS INSURANCE COMPANY**			24. Insurance company telephone number (if known) **517-323-1321**	

III. INJURY/MEDICAL DATA

25. Last day worked	26. Date employee returned to work (if applicable)		27. Did employee die? ☐ Yes ☐ No	28. If yes, date of death
29. Injury city	30. Injury state	31. Injury county	32. Did injury occur on employer's premises? ☐ Yes ☐ No (If no, see item 53)	
33. Case number from OSHA/MIOSHA log		34. Time employee began work ☐ a.m. ☐ p.m.	35. Time of event ☐ a.m. ☐ p.m.	If time cannot be determined, check here ☐

36. What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific.

37. How did the injury occur? Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"

38. Describe the nature of injury or illness	39. Part of the body directly affected by the injury or illness

40. What object or substance directly harmed the employee? Examples: concrete floor, chlorine, radial arm saw. If this question does not apply to the incident, leave it blank.

41. Name of physician or other health care professional	42. Was employee treated in an emergency room? ☐ Yes ☐ No	43. Was the employee hospitalized overnight as an in-patient? ☐ Yes ☐ No

44. If treatment was given away from the worksite, where was it given? (Include name, address, city, state and zip code of facility)

IV. OCCUPATION AND WAGE DATA

45. Date hired	46. Total gross weekly wage (highest 39 of 52)	47. Number of weeks used	48. Value of discontinued fringes
49. Occupation (Be specific)	50. Was employee a volunteer worker? ☐ Yes ☐ No	51. Was employee certified as vocationally handicapped? ☐ Yes ☐ No	
52. Date employer notified by employee	53. If temporary service agency, provide name/address of employer where injury occurred.		

V. PREPARER DATA

I CERTIFY THAT A COPY OF THIS REPORT HAS BEEN GIVEN TO THE EMPLOYEE

Making a false or fraudulent statement for the purpose of obtaining or denying benefits can result in criminal or civil prosecution, or both, and denial of benefits.

54. Preparer's name (Please print or type)	55. Preparer's signature	56. Telephone number	57. Date prepared

Notice to employee: Questions or errors should be reported immediately to the individual listed above in space 54.

If you are using this form as a replacement for the Form 301 to document the specifics of an injury or illness for purposes of compliance with the work related injury and illness logging requirements, follow the instructions in Section A only.

If you are using this form to report a workers' compensation injury, follow the instructions in Section A and B.

Section A

This form can be used in lieu of the MIOSHA Form 301, *Injury and Illness Incident Report*. It is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* (Form 300) and the accompanying *Summary* (Form 300A), these forms help the employer and MIOSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out questions 1-9, 27-28, 33-45 and 54-57.

According to Public Law of 1970 (P.L. 91-596) and Michigan Occupational Safety and Health Act 154, P.A. 1974, Part 11, Michigan Administrative Rule for Recording and Reporting of Injuries and Illnesses, you must keep this form on file for 5 years following the year to which it pertains. **DO NOT mail this form to the Workers' Compensation Agency unless it meets the conditions listed below in Section B.**

Section B

You must complete all questions on this form if the injury or disease results in any of the following: (a) Disability extending beyond seven (7) consecutive days, not including the date of injury; (b) Death; (c) Specific loss. The original form must be mailed to the Workers' Compensation Agency, P.O. Box 30016, Lansing, MI 48909.

Authority: Completion: Penalty:	Workers' Disability Compensation Act, 408.31 (1)(3) Mandatory Workers' Disability Compensation Act, 418.631	LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

WC-100 (Rev. 10/11) Back

Home-Owners Insurance Company

2710 (10-07)

Help Us To Help You Reduce Your Insurance Cost

CONTRACT WORK

The Workers Compensation Law may make you responsible to the employees of a contractor (or subcontractor) doing work for you, unless such contractor (or subcontractor) is operating under the Workers Compensation Act. Your Workers Compensation and Employer's Liability Insurance Policy affords you complete coverage for this liability.

If such contractor (or subcontractor) is operating under the Workers Compensation Act, you should secure satisfactory evidence to that effect, preferably by securing a Certificate of Insurance, to be retained by you and to be available to our payroll auditor at time of audit.

Lack of such evidence requires a statement of wages earned by employees of such contractor (or subcontractor) upon which you may be charged the appropriate premium.

MINORS

The illegal employment of minors is one source of excessive losses. The laws of many states require that up to triple benefits be paid to injured employees under 18 years of age unless their employment has been made legal. This may require approval of your state labor department for you to employ minors in the kind of work being done and the minor himself may be required to secure a "working permit". You will want to check with your state authorities to be sure you are in compliance with the law.

HELP US TO HELP YOU REDUCE YOUR INSURANCE COSTS

MICHIGAN WORKERS' COMPENSATION CLAIMS
NOTICE TO EMPLOYERS

REPORTING OF CLAIMS

Report all injuries, including diseases, which arise out of and in the course of the employment and require medical attention.

Report claims for medical treatment only and claims for disability extending seven (7) consecutive days or less (not including the date of injury) on the "Medical Only/Short Disability" claim form.

Report claims for disability extending beyond seven (7) consecutive days (not including the date of injury), death or amputation, on Form WC-100, "Employer's Basic Report of Injury".

When in doubt, report claims on Form WC-100 which can be found at www.michigan.gov/wca under the forms tab.

Report claims promptly. Do not delay. Do not wait for medical reports or bills. The law may impose penalties and/or fines for late reporting.

Reporting procedure:

Legibly and accurately complete all entries on the proper claim form. Incomplete and/or illegible forms will cause unnecessary delays in claim processing and may invite penalties and/or fines.

Give one (1) copy to the injured employee.

Submit the original to the Auto-Owners Michigan Workers' Compensation Claims Office. If required, we will forward a copy to the Bureau of Workers' Disability Compensation.

Submit all other claim related materials (medical reports, disability slips, bills, etc.) to the Auto-Owners Michigan Workers' Compensation Claims Office.

Please contact the claims office listed below concerning any questions regarding your workers' compensation claims.

Agent:

Claims Office Mailing Address:
Auto-Owners Insurance Company
Michigan Workers' Compensation Claims
P.O. Box 30512
Lansing, MI 48909-8010

Claims Office Fax:
Auto-Owners Insurance Company
Michigan Workers' Compensation Claims
517-391-1919

Claims Office Phone:
517-323-1321
800-445-4185 EXT. 51321

TRU-SUR-01 RWILLMARTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/2024

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).

PRODUCER
Ottawa Kent
PO Box 349
Jenison, MI 49429-0349

CONTACT NAME:
PHONE (A/C, No, Ext): (616) 797-3400 FAX (A/C, No): (616) 797-3488
E-MAIL ADDRESS: certs@ottawakent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Home-Owners	26638
INSURER B : Auto-Owners Insurance	18988
INSURER C : Argonaut-Midwest Insurance Company	19828
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tru-Line Surveying
12230 40th Avenue
Allendale, MI 49401

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			16504599	5/20/2023	5/20/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
B	AUTOMOBILE LIABILITY							
	ANY AUTO			5451869600	5/20/2023	5/20/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		A106604080	5/20/2023	5/20/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Profession Liability			121 AE 0153056	8/16/2023	8/16/2024	Each Claim	500,000

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

CERTIFICATE HOLDER

Ottawa County

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

Ronald Willmarth

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Action Request

Electronic Submission – Contract # 2291

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIONERS

Meeting Date: 5/7/2024

Vendor/3rd Party: GEORGETOWN TOWNSHIP

Requesting Department: EQUALIZATION

Submitted By: BRIAN BUSSCHER

Agenda Item: ASSESSING SERVICES FOR GEORGETOWN TOWNSHIP

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide assessing services for Georgetown Township, plus recognize and appropriate contract revenue of $166,400 for Fiscal Year 2024.

Summary of Request:

Georgetown Township requests that Ottawa County, through the Equalization Department, provide Assessing services for their township.

Financial Information:

Total Cost: $2,195,000.00	General Fund Cost: $2,195,000.00	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 1: To Maintain and Improve the Strong Financial Position of the County.

Administration:

Recommended by County Administrator: *4/23/2024 4:41:07 PM*

Committee/Governing/Advisory Board Approval Date: 5/7/2024 *Finance and Administration*

AGREEMENT FOR PROPERTY ASSESSMENT ADMINISTRATION SERVICES

This Agreement is made as of June 1, 2024, by Georgetown Township, a Michigan municipal corporation, 1515 Baldwin Street, Jenison, MI 49429 ("Township") and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 ("Ottawa County"):

A. The Township, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.* has the power and is required to perform real and personal property tax appraisals and assessments for all non-exempt real and personal property located within the geographic boundaries of the Township for the purpose of levying state and local property taxes.

B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.

C. The Township has requested that Ottawa County's Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.

D. Ottawa County is willing to assist the Township by providing the requested property assessment administration services under the terms and conditions of this Agreement.

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

1. General Agreement: Ottawa County agrees to provide a property assessment administration program for the Township. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate limits of the Township. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

A. **Scope of Service** - To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the Township, and to process accurately all assessable personal property that is in the Township, and use the methods prescribed by the Michigan State Tax Commission, in accordance with 2018 P.A. 660 ("Act 660"), which amended the General Property Tax Act, being MCL 211.1 et seq., including adding a requirement that approximately twenty percent (20%) of the parcels in the Township will be inspected and reviewed each year, so that each parcel in the Township is inspected and reviewed approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the Township's Board of Review, the Ottawa County Equalization Department, and the process of state equalization, as determined by the State Tax Commission.

B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the County Equalization Director, a Michigan Master Assessing Officer. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the Township's size and State Equalized Value.

C. **Equipment and Supplies** – The Township will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.

D. **Maps and Records** - The Township shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(M) of this Agreement.

E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.

F. **Record Cards** - The master file shall be the property of the Township. Ottawa County will maintain the master file at the Ottawa County Fillmore complex with access available to the Township. Real property printed records, if any, will be located at the Georgetown Township Hall. Personal property printed records will be located in the Equalization Department offices.

G. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Equalization Director to maintain limited office hours at the Township offices to conduct their duties, interact with Township staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The Township will provide adequate office area and operational infrastructure for such County employees, including but not limited to telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the Township on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

H. **Property Owner Notification and Official Statements** - It shall be the responsibility of Ottawa County to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Township shall pay charges from the services company for printing these notifications and statements.

I. **Assessment Roll** - Ottawa County shall prepare the assessment roll and certify it for the Township in a timely manner.

J. **Board of Review** – Ottawa County staff will advise and assist the Township's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.

K. **Appeals** - The Ottawa County Equalization Director, or designated representative, shall represent the Township in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The Township shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other

functions, shall be paid by the Township provided that the Equalization Director seeks and obtains approval from the Township prior to incurring such costs or expenses. Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the Township in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be $80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

L. **Computerized Appraisals and Information Technology** – Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the Township. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the Township to determine proper neighborhoods for market-value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.

M. Geographical Information Systems – Ottawa County and the Township shall utilize Ottawa County's geographical information system in implementing this Agreement. An independent agreement may govern this function.

N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of $55.00 per hour incurred.

2. **Payment for Services Provided:**

A. **General Roll Maintenance Services**: Ottawa County will submit monthly invoices on the first day of each month. The monthly invoices from Ottawa County will be processed and paid by the Township in accordance with standard Township procedures. Except as otherwise provided, payment to Ottawa County for the services provided under this Agreement shall be as follows:

June 1, 2024 through June 30, 2025 (13 months):	$540,800
July 1, 2025 through June 30, 2026 (12 months):	$525,000

July 1, 2026 through June 30, 2027 (12 months):	$550,800
July 1, 2027 through June 30, 2028 (12 months):	$578,400
Total	$2,195,000

Ottawa County will submit monthly invoices as follows:

Date of Invoice:	Amount:
June 1, 2024 through June 30, 2025 (13 months):	$41,600
July 1, 2025 through June 30, 2026 (12 months):	$43,750
July 1, 2026 through June 30, 2027 (12 months):	$45,900
July 1, 2027 through June 30, 2028 (12 months):	$48,200

3. **County Expenses**: Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses in a not-to-exceed annual amount of $10,000. All expenses will be billed to the Township in such detail and/or with sufficient supporting documentation, as may be reasonably required by the Township. Reimbursable expenses may include office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. For the full-time assessor assigned to the Township, budgeted certifications, memberships, professional development, mileage and other travel costs as agreed in advance of training will also be reimbursed.

4. **Independent Contractor**: At all times and for all purposes under this Agreement, the relationship of Ottawa County to the Township shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.

5. **Indemnification and Hold Harmless**: Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.

6. **Insurance**: The Township will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than $1,000,000. Ottawa County will include the Township and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan, Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than $1,000,000. Ottawa County will provide Workers' Compensation Coverage on its employees.

Written proof of the existence of such insurances will be supplied by the Township and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the Township may reasonably require.

7. **Term of Agreement**: The effective date of this Agreement shall be June 1, 2024. This Agreement shall continue in effect from the effective date through June 30, 2028. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later than May 1, 2028. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being March 30 of each year. Termination of this agreement in a method or timeline other must be written agreement of both parties.

8. **Miscellaneous**:

   A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

   B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

   C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

   D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts hall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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

GEORGETOWN TOWNSHIP:

By: _____
Jim Wierenga
Its: Supervisor

By: _____
Ryan Kidd
Its: Township Clerk

COUNTY OF OTTAWA:

By: _____
Joe Moss, Chairperson
Its: Board of Commissioners

By: _____
Justin F. Roebuck
Its: County Clerk/Register of Deeds

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Equalization
Submitted By:	Marcie Ver Beek
Agenda Item:	Equalization Personnel Request to fulfill the Georgetown Township Assessment Agreement

Suggested Motion:

To approve the request from Equalization to add one 1.0 FTE Assistant Assessor, two 1.0 FTE Appraiser I positions, two 0.3 FTE Appraiser II positions, and one 1.0 FTE Abstract/Index Clerk at a cost of $418,196 to be funded by the assessing agreement with Georgetown Township.

Summary of Request:

The Agreement for Property Assessment Administration Services with Georgetown Township will require additional staffing. Equalization requests the below positions, which will be funded through the agreement.

		FTE
Assistant Assessor	Grade 11, step 2	1.0000
Appraiser 1	Grade 7, step 2	1.0000
Appraiser 1	Grade 7, step 2	1.0000
Appraiser 2	Grade 9	0.3000
Appraiser 2	Grade 9	0.3000
Abstract/Index Clerk	Grade 3, step 2	1.0000

Financial Information:

Total Cost:	$418,196.00	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☑ No	☐ N/A

If not included in budget, recommended funding source:

Property Assessmetn Administration Services Agreement with Georgetown Township

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 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Approved at Finance and Administration Committee May 7, 2024

2024 Estimated Costs per Deductions
Employee Costs

Equalization Request

			704000		
		FTE	Wages	Benefits	TOTAL COST
Assistant Assessor	Grade 11, step 2	1.0000	68,924.70	47,227.21	116,151.91
Appraiser 1	Grade 7, step 2	1.0000	52,500.50	41,298.99	93,799.49
Appraiser 1	Grade 7, step 2	1.0000	52,500.50	41,300.99	93,801.49
Appraiser 2	Grade 9	0.3000	17,204.15	1,593.34	18,797.49
Appraiser 2	Grade 9	0.3000	17,204.15	1,593.34	18,797.49
Abstract/Index Clerk	Grade 3, step 2	1.0000	40,044.68	36,803.14	76,847.82
				TOTAL	418,195.69

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization **DATE REQUESTED:** 4-16-24

POSITION TITLE: Appraiser 2 **ORG CODE:** 10117507

DATE NEEDED 6-1-24

CHECK ONE: ☐ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested:_____

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

☑ Non-Benefitted, Temporary → Duration of Temporary Position: undefined

☑ New Position → Number of hours per week requested: 12

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T
2. Pay Grade: 9
3. Does a current job description exist? ☑ Yes ☐ No
   If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.
4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

   This position is required to fulfill the obligations created by the addition of the Georgetown Township assessing contract to be approved by the BOC on May 14 and effective June 1, 2024.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

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

Estimated salary cost (including for the budget year: $17,204.18 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 1593.34 (department to request amount from H/R)

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

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

Ipad ($1,000), Apple Pen ($130)

Additional information:

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

SIGNED: Brian Busscher **DATE:** 4-16-24

BUDGET DATA: _____ ***CONTROL #:*** _____

Fiscal Services Department Use Only *Fiscal Services Department Use Only*

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization **DATE REQUESTED:** 4-16-24

POSITION TITLE: Appraiser 2 **ORG CODE:** 10117507

DATE NEEDED 6-1-24

CHECK ONE: ☐ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested:_____

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

☑ Non-Benefitted, Temporary → Duration of Temporary Position: undefined

☑ New Position → Number of hours per week requested: 12

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T
2. Pay Grade: 9
3. Does a current job description exist? ☑ Yes ☐ No
   If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.
4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

   This position is required to fulfill the obligations created by the addition of the Georgetown Township assessing contract to be approved by the BOC on May 14 and effective June 1, 2024.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

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

Estimated salary cost (including for the budget year: $17,204.18 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 1593.34 (department to request amount from H/R)

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

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

Ipad ($1,000), Apple Pen ($130)

Additional information:

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

SIGNED: Brian Busscher **DATE:** 4-16-24

BUDGET DATA: _____ ***CONTROL #:*** _____

Fiscal Services Department Use Only *Fiscal Services Department Use Only*

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization **DATE REQUESTED:** 4-16-24

POSITION TITLE: Appraiser 1 **ORG CODE:** 10117507

DATE NEEDED 6-1-24

CHECK ONE: ☑ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested:_____

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

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

☐ New Position → Number of hours per week requested:_____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T
2. Pay Grade: 7
3. Does a current job description exist? ☑ Yes ☐ No
   If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.
4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

   This position is required to fulfill the obligations created by the addition of the Georgetown Township assessing contract to be approved by the BOC on May 14 and effective June 1, 2024.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

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

Estimated salary cost (including for the budget year: $52,500.50 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: $41,298.99 (department to request amount from H/R)

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

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

Laptop ($1,800), Monitors ($215 x 2), Ipad ($1,000), Apple Pen ($130)

Additional information:

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

SIGNED: Brian Busscher **DATE:** 4-16-24

BUDGET DATA: _____ ***CONTROL #:*** _____

Fiscal Services Department Use Only *Fiscal Services Department Use Only*

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization **DATE REQUESTED:** 4-16-24

POSITION TITLE: Appraiser 1 **ORG CODE:** 10117507

DATE NEEDED 6-1-24

CHECK ONE: ☑ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested:_____

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

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

☐ New Position → Number of hours per week requested:_____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T
2. Pay Grade: 7
3. Does a current job description exist? ☑ Yes ☐ No
   If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.
4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

   This position is required to fulfill the obligations created by the addition of the Georgetown Township assessing contract to be approved by the BOC on May 14 and effective June 1, 2024.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

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

Estimated salary cost (including for the budget year: $52,500.50 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: $41,298.99 (department to request amount from H/R)

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

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

Laptop ($1,800), Monitors ($215 x 2), Ipad ($1,000), Apple Pen ($130)

Additional information:

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

SIGNED: Brian Busscher **DATE:** 4-16-24

BUDGET DATA: _____ ***CONTROL #:*** _____

Fiscal Services Department Use Only *Fiscal Services Department Use Only*

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization **DATE REQUESTED:** 4-16-24

POSITION TITLE: Abstract/Index Clerk **ORG CODE:** 10117507

DATE NEEDED 6-1-24

CHECK ONE: ☑ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested:_____

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

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

☐ New Position → Number of hours per week requested:_____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T
2. Pay Grade: 3
3. Does a current job description exist? ☑ Yes ☐ No
   If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.
4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

   This position is required to fulfill the obligations created by the addition of the Georgetown Township assessing contract to be approved by the BOC on May 14 and effective June 1, 2024.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

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

Estimated salary cost (including for the budget year: 40,044.68 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 36,803.14 (department to request amount from H/R)

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

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

Laptop ($1,800), Monitors ($215 x 2)

Additional information:

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

SIGNED: Brian Busscher **DATE:** 4-16-24

BUDGET DATA: _____ ***CONTROL #:*** _____

Fiscal Services Department Use Only *Fiscal Services Department Use Only*

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization **DATE REQUESTED:** 4-16-24

POSITION TITLE: Assessing Division Manager **ORG CODE:** 10117507

DATE NEEDED 6-1-24

CHECK ONE: ☑ Full-Time Benefitted

☐ Part-Time Benefitted

☐ New Position → Number of hours per week requested:_____

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

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

☐ New Position → Number of hours per week requested:_____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Unclassified
2. Pay Grade: 11
3. Does a current job description exist? ☑ Yes ☐ No
   If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.
4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

   This position is required to fulfill the obligations created by the addition of the Georgetown Township assessing contract to be approved by the BOC on May 14 and effective June 1, 2024.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. None

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

Estimated salary cost (including for the budget year: $68,924.7 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: $47,227.21 (department to request amount from H/R)

COUNTY OF OTTAWA
New Position Request Form

Please print form and return to the Human Resources Department

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

Laptop ($1,800), Monitors ($215 x 2), Ipad ($1,000), Apple Pen ($130)

MAA Conference Registration and Travel Expense ($1,000)

Additional information:

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

SIGNED: Brian Busscher **DATE:** 4-16-24

BUDGET DATA: _____ ***CONTROL #:*** _____

Fiscal Services Department Use Only *Fiscal Services Department Use Only*

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Department of Strategic Impact
Submitted By:	Marcie Ver Beek
Agenda Item:	Project Support Specialist Pay Grade Change

Suggested Motion:

To approve the request from the Department of Strategic Impact to increase the pay grade for the Project Support Specialist from a pay grade 4 to a pay grade 6 at a cost of $8,016.

Summary of Request:

The Project Support Specialist position's job functions have increased and changed overtime. Communicating the work of DSI and engaging with the community are key responsibilities of this position and essential to our projects. This position manages and executes DSI's communication strategy for the various programs and services provided, including authoring and publishing via various mediums. This position also plans and organizes special events, meetings, and other projects.

Due to the enhanced job functions of this position, it is requested to increase the pay grade of this position from a pay grade 4 to a pay grade 6.

Financial Information: Personnel savings exist to fund the reclassification

Total Cost:	General Fund Cost:	Included in Budget:	☐ Yes	☑ No	☐ N/A
$8,016.00	$8,016.00				

If not included in budget, recommended funding source:

General Fund appropriation. Approval authorizes the necessary budget adjustment.

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

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.
Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.
Goal 3, Objective 2: Maximize communication with citizens.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 5/7/24

Ottawa County

Project Support Specialist

CLASS CODE 6771

SALARY

BARGAINING UNIT Group T

REVISION DATE

Job Description

Under the supervision of the Special Projects Coordinator, provides administrative, technical, and project management support to all staff members in the Strategic Impact Department. Collaborates with professional staff of the department by managing marketing and communications materials, planning and organizing special events, preparing reports and contracts, and collecting and compiling research data.

Essential Job Functions

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

1. Manages and executes the design, authoring and publishing of multimedia, including videos, pamphlets, brochures, newsletters, press releases, social media posts, presentations, locator maps, and other informational media explaining and promoting departmental programs, services, and initiatives. Performs interviews for articles, photographs and videos events and initiatives.
2. Manages developing, maintaining, and updating departmental information on the Ottawa County website. Independently ideates and implements creative and analytical improvements to website layout.
3. Photographs and video events, initiatives, and projects being worked on by department staff.
4. Plans and organizes special events, meetings, training, and other projects, including mailing promotional materials, securing meeting sites and ancillary services such as catering and equipment, setting up online event registration, following-up on responses, assisting with meeting registration and providing other support. Prepares event material and responds to requests for information regarding events. Compiles event evaluations following event.
5. Integrates data from various sources and information systems into easily understood reports and data visualizations. Assists with collecting and compiling data for assigned reports and prepares data tables, graphic data presentations and other report features.
6. Initiates and prepares various correspondence, reports, contracts, and other documents for department.
7. Proofreads correspondence and other documents for inaccuracies in spelling, punctuation, grammar, and format.
8. Provides technical assistance to Department staff on special projects by making calls, collecting and compiling information, checking on various potential sources of information, and providing related support assistance. Additionally, identifies and manages special projects under the supervision of the Special Projects Coordinator.
9. Performs other duties as assigned.

Required Education, Training and Experience

Associates degree or post-secondary coursework in communications, public relations, journalism, marketing, or related field and at least two years of progressively responsible experience in communications, marketing, graphic design or other related field.

Additional Requirements and Information

1. Thorough working knowledge of word processing, spreadsheet, desktop publishing, graphics, presentation, photo editing and database management applications software.
2. Good knowledge of website design.
3. Up-to-date knowledge on social media and the ability and willingness to stay current with trends.
4. Good critical thinking and problem-solving skills, and accurate mathematical skills.
5. Good project management skills, maintains organization and follows through on deadlines.
6. Good English language usage skills, including spelling, grammar, punctuation, and construction in both written and verbal context along with strong proofreading skills.
7. Must possess a strong attention to detail and exceptional research skills.
8. Excellent interpersonal, customer service, and human relations skills.

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 generally performed in a normal office environment.

DISCLAIMER: This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Duties, responsibilities, and activities may change, or new ones may be assigned at any time with or without notice.

2024 Estimated Costs per Deductions
Employee Costs

DSI Project Support Specialist

		704000		
	FTE	Wages	Benefits	TOTAL COST
Grade 4	1.0000	40,805.44	36,860.11	77,665.55
Grade 6	1.0000	46,718.10	38,962.72	85,680.82
			Cost Increase:	8,015.27

Action Request

Committee:	Board of Commissioners
Meeting Date:	5/14/2024
Requesting Department:	Human Resources
Submitted By:	Marcie Ver Beek
Agenda Item:	Sheriff's Office Personnel Request - Transportation

Suggested Motion:

To approve a proposal to add one, 1.0 FTE full-time, benefited Unclassified Transportation & Assets Coordinator position at universal paygrade 11 for a total cost of $117,120.

Summary of Request:

The Ottawa County Sheriff's Office currently manages a fleet of over 175 vehicles including patrol vehicles, transport vans, animal control vehicles, boats, trailers, snowmobiles and an armored personnel carrier. Each vehicle must be purchased, upfitted, equipped, maintained, repaired and replaced.

The Sheriff's Office employs over 230 uniformed members all of whom have to be uniformed, equipped, and outfitted with all the items needed to perform their duties.

The responsibility of managing these items is spread across numerous licensed law enforcement personnel throughout the office including a Captain, Sergeant and the Sheriff's Administrative Assistant. Historically, this has lead to inefficiencies, unneeded wait times, and difficulty tracking issued equipment. It also takes time from duties that need to be addressed by certified police officers and command officers.

The Sheriff's Office is requesting a civilian Transportation & Assets Coordinator to manage all duties related to the maintenance of all vehicles and the equipping of all members.

The Captain that is the primary point of contact for all fleet management and all the related contracts as well as the main purchaser, is set to retire in the near future. The addition of the position at this time will allow the chosen applicant to learn from the Captain before his departure and not have to identify a stopgap measure until next budget cycle.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	Yes	No	N/A
$117,120.00	$117,120.00		☐	☑	☐

If not included in budget, recommended funding source:

Vacancy Savings

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

Action is Related to Strategic Plan:

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

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

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Approved at Finance and Administration Committee Meeting May 7, 2024

2024 Estimated Costs per Deductions
Employee Costs

Sheriff's Office - Transportation and Assets Coordinator
Unclassified-Paygrade 11-Step C

FTE	Wages	Benefits	TOTAL COST
1.0000	72,205.00	44,915.04	117,120.04

Transportation and Asset Coordinator

The Sheriff's Office Transportation and Assets Coordinator is responsible for overseeing the department's vehicle and specialized equipment replacement program. This includes analyzing fleet status, equipment usage, and making recommendations based on identified needs. The role involves allocating and distributing vehicles to assigned staff members and maintaining a database of fleet vehicles, calibration results, and specialized equipment assignments.

Key responsibilities include inspecting vehicles for damage or mechanical issues, maintaining monthly vehicle inspection reports, and managing preventive maintenance service schedules for various Sheriff's Office vehicles and equipment. The Transportation and Assets Coordinator also coordinates the installation and removal of mobile data computers, radios, and sirens with the Electronic Maintenance Shop.

Additionally, the role is responsible for managing uniform orders, equipment inventory, and supplies for Sheriff's Office personnel, ensuring accurate packing slips and invoices, and collaborating with Finance and Department Administrators on purchasing contracts.

1. Coordinates and oversees the installation and/or modification of all equipment/hardware in the Sheriff's Office fleet which includes the Sheriff's Office's mobile data terminals, wireless digital in-car video systems, and ETS tracking systems.

2. Manages a fleet of approximately 175 Sheriff's Office vehicles to include the development and management of a preventative maintenance program. Prioritizes, reviews, and approves maintenance requests. Offers advice and consultation on potential safety issues as they pertain to the use of Sheriff's Office vehicles in a variety of assignments. Oversees transport of vehicles for repair.

3. Prepares bid specifications for new Sheriff's Office vehicles. Consults with Sheriff's Office Department Directors for vehicle requirements and manufacturers specifications. Coordinates vehicle purchase with contracted vendor.

4. Inventories, orders, and maintains adequate parts and supplies inventory for Sheriff's Office vehicles.

5. Oversees the vendor's responsibility to prepare old vehicles for disposal. Determines and authorizes sale price for vehicle. Ensures proper retirement of the Sheriff's Office asset from inventory tracking system. Ensures delivery of retired vehicles to appropriate agent.

6. Manages large scale programs in terms of inspection, inventory tracking, inventory assignments, and maintenance. These programs include AEDs, vehicles, radios, ballistic vests, and department issued keys.

7. Maintains equipment room and reconciles inventory within databases. Enters equipment information and serial numbers into databases reconciling each item with current location (officer or inventory) and status. Maintains par inventory levels and submits orders as necessary. Examples of items tracked are ballistic vests, portable radios, cell phones, sub-station keys, etc. Maintains supply quantities.

8. Receives and processes all department standard issue uniform requests. Places order with vendors and maintains and tracks all actions through uniform database. Issues uniforms to employees and coordinates all communications throughout the order process.

9. Obtains quotes and coordinates acquisition of first aid supplies and biohazard supplies for the Sheriff's Office department. Maintains adequate supplies to ensure emergency preparedness of first responders.

Required Education, Training, and Experience

Associate degree in criminal justice, business, or a related field; and three (3) years of purchasing experience; or an equivalent combination of education, training, and experience.

REQUIRED KNOWLEDGE AND SKILLS:

1. Knowledge of automotive inventory management and procurement.
2. Maintaining vehicle maintenance standards and vehicle service life.
3. Preparing and maintaining accurate and concise records and files.
4. Mechanics and function of emergency equipment set up on patrol car (light bar, siren, MCT, radio, K9, transport cage, weapons carrier)

5. Analyzing situations, identifying alternative solutions, projecting consequences of actions, and implementing recommendations.
6. Proficiency in Microsoft Office Suite: Word and Excel.
7. Ability to exercise good judgment and decision-making ability.
8. Ability to interact with vendors and suppliers in a collaborative manner.
9. Must be able to maintain confidential and sensitive information.

WORKING CONDITIONS:

Work is performed primarily in an office setting. Some travel by vehicle to other locations may be required.

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.

Action Request

Electronic Submission – Contract # 2226

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIONERS

Meeting Date: 5/14/2024

Vendor/3rd Party: MICHIGAN DEPT OF LICENSING AND REGULATORY AFFAIRS (LARA)

Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: MICHIGAN MEDICAL MARIHUANA OPERATION AND OVERSIGHT GRANT

Suggested Motion:

To approve a contract with Michigan Dept of Licensing and Regulatory Affairs (LARA)

Summary of Request:

Grant funds will be used for education and outreach in partnerships with the schools and parents.

Financial Information:

Total Cost: $39,934.00	General Fund Cost: $0.00	Included in Budget: No

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: *3/8/2024 2:57:14 PM*

Committee/Governing/Advisory Board Approval Date: ~~5/5/2024~~ *Finance and Administration Committee 5/7/24*

GRANT NO. 2024 MOOG OTTAWA COUNTY

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
OTTAWA COUNTY

GRANTEE/ADDRESS:

Adeline Hambley
Ottawa County
12251 James St, 400
Holland, MI 49424
616-393-5625

GRANT ADMINISTRATOR/ADDRESS:

David Harns
Cannabis Regulatory Agency – Public Relations
Department of Licensing and Regulatory Affairs
2407 N. Grand River Avenue
P.O. Box 30205
Lansing, MI 48909
Office Number: 517-243-5469
Email: CRA-MOOG@michigan.gov

GRANT PERIOD:

From January 1, 2024 to September 15, 2024

TOTAL AUTHORIZED BUDGET: $39,934

Federal Contribution: $
State Contribution: $39,934
Local Contribution: $
Other Contributions: $

SIGMA Vendor I.D.: CV0048100
SIGMA Payment Address Code: 014

ACCOUNTING DETAIL: Accounting Template No.: 6411113T025

GRANT

This is Grant # 2024 MOOG OTTAWA COUNTY between the Department of Licensing and Regulatory Affairs (Grantor), and Ottawa County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to Counties is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to counties to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.

B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Budget Adjustment. Changes in the Budget of less than 5% of the total line item amount, or $2,000 (whichever is greater) do not require prior written approval, but Grantee must provide a revised budget to the Grant Administrator for approval.

Budget Amendment. Cumulative changes in the Budget equal to or greater than 5% of the total line item amount, or $2,000 (whichever is greater), will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by the Michigan Marijuana Regulatory Agency (Grantor) and the Grantee.

1.3 Payment Schedule

The maximum amount of grant assistance offered is $39,934. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer

printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. **Performance Reports.** The Grantee shall submit to the Grant Administrator performance reports that briefly present the following information:

1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
5. **Performance Reports must be submitted by July 15, 2024 and September 15, 2024.** Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report (FSR) form that is to be completed with each report submission. Please do not create your own form or use a form from past years. The 2024 FSR has been updated to calculate monies spent and percentages used for the reporting period. If you do not have a 2024 FSR, please ask the MOOG Team to send you one.
6. The Performance Reports and FSRs must be submitted even if there are zero dollars spent.

C. A Final Report is required. The Grantee will do the following:

1. The Grantee shall submit 1 final electronic copy of the report to the Grant Administrator **no later** than September 15, 2024.

2. The final report will include the following information:

    a. A summary of the project implementation plan and any deviations from the original project as proposed.

    b. Accomplishments and problems experienced while carrying out the project activities.

    c. Coordinated efforts with other organizations to complete the project.

    d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.

    e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.

    f. Any experience in applying the project products and anticipated "next steps".

    g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

3. The final report may be combined with the September 15, 2024 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain **prior** written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance

immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State will be permitted to share in this Agreement, or any benefit that arises from this Agreement.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being

resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by Laura Kwiecien
on 2024-02-13 17:56:32 EST

Laura Kwiecien, Division Director — Date
Procurement & Administration Division
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

E-SIGNED by Adeline Hambley
on 2024-02-20 11:10:21 EST

Adeline Hambley — Date
Health Officer
Ottawa County

GRANT NO. 2024 MOOG OTTAWA COUNTY

SIGNATURE PAGE:

COUNTY OF OTTAWA

By: _____ _____

Joe Moss, Chairperson — Date
Board of Commissioners

By: _____ _____

Justin F. Roebuck, County Clerk/Register — Date

Marihuana Operation and Oversight Grants

2024 Grant Application Information and Instructions

1. The Michigan Legislature has appropriated a total of $3 million dollars for the Marihuana Operation and Oversight Gra nt s. These grants, which are available to Michigan counties, will only be approved by the Department of Licensing and Regulatory Affairs, Cannabis Regulatory Agency for **education and outreach programs** relating to the Michigan medical marihuana program and the adult-use marihuana program, pursuant to section 6(1) of the Michigan Medical Marihuana Act, 2008 IL I , MCL 333.26426, and section 1 4 of the Michigan Regulation and Taxation of Marihuana Act, 2018 IL I, MCL 333 .27946. Grants provided under this section must not be used for law enforcement purposes.

2. The completed Marihuana Operation and Oversight grant app lication must be received by emai l no later than **January 1, 2024 at 1 1:59pm** at the follow i ng email address: CRA-MOOG@m ichi gan.gov.

3. The amount of funds available to each county are posted on the Cann abis Regulatory Agency website. The potential grant amounts ava il ab le are calculated based on the propo l tion of the number of registry identification cards issued or renewed in the county as of **Septem her 30, 2023.**

4. The county must submit **financial status reports** to the Department of Licensing and Regulatory Affairs on or before **July 15, 2024,** and on or before **Septe mber 15, 2024 .**

5. On or before **September 15, 2024 ,** in addition to the financial status report that is due on this dat e, a **final report** must also be submitted detailing how the total grant was expended. The fina l report should include:

    - A summary of the project implementation plan and any deviations from the origin al project as proposed.
    - Accomplishments and problems experienced while carrying out the project activities.
    - Coordinated efforts with other organizations to complete the project.
    - I mp acts, anticipated and unanticipated, experienced as a result of the project implementation.
    - Financial expenditures of grant money and other contributions to the project, in-kind and/or direct fundin g.
    - Any experience in app lyi ng the project products and ant ici pated "next steps. "
    - Actual budget expenditures compared to the budget in the agreement and the reason for any d iscrepan cies.

6. Applicants must be EFT compliant and if they have not al ready , obtain (if they have not already) a SIGMA Vendor Customer ID number. SIGMA Vendor information can be obtained at the following website: htt s://si ma.mich i an. ov/weba /PRDVSS2Xl/A ltSelfService

Questions regard i ng the Marihuana Operat ion and Oversight Grant s are to be d i rected to the Departm ent of Licensi ng and Regu latory A ffai rs, Cannab is Re gu lator y Agency at CRA-MOOG @m ichigan.gov.

2024 Grant Application

Authority: Michigan Medical Marihuana Act
2008 IL 1, Section 6(1), MCL 333.26426

This application must be submitted to the Cannabis Regulatory Agency via email on or before 11:59pm on **January 1, 2024.**

Email completed application to: CRA-MOOG@michigan.gov

Section I: Grant Applicant Information

Ottawa County Department of Public Health
Applicant (County Name)

CV0048100 014
SIGMA Vendor Customer ID No. Mail Code

Section II: Grant Administrator Information

Adeline Hambley , Health Officer
Name Title

12251 James Street Ste 400 Holland MI 49424
Address Suite/Room City Zip Code

616-393-5625
Area Code/Telephone Number Email Address

Section III: Description of Grant Program

Funds must be used for education, and outreach regarding Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430 and the Michigan Regulation and Taxation of Marihuana Act, 2018 , IL 1, MCL 333.27951 to 333.27967. On county letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Describe the impact these funds will have on the community and what you hope to accomplish.
- Explain how funds will be used to coordinate efforts with other agencies, and/or how these funds will be combined with other funding to complete the project, if necessary.
- Explain anticipated outcomes that will result from this grant.

Section III: **Description of Grant Program (Cont'd.)**

Submit a detailed budget (template attached) showing how the requested funds will be expended.

- Counties should construct their budget carefully, as budget amendments/adjustments need to be submitted/approved *prior* to spending.
- Counties should continually review their spending to ensure they have enough money within the line item from which they are spending.
- While there is no technical end date to this grant, it is **required** that all spending be stopped with enough time remaining for counties to submit their final reimbursement requests and final reports by September 15, 2024.

Section IV: **Certification**

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs , Cannabis Regu latory Agency, no later than September 15, 2024. Due to Legislative requirements, the September 15th due date will be ***strictly*** enforced. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2022 PA 166.

Signature of County Grant Administrator (Original Signature Required) — Date: 12/29/23

Adm inistrative Health Officer — Title of County Grant Administrator

616-393-5625 — Telephone

Contact Information for Person Submitting Application

Amy Sheele — Name

Health Education Supervisor — Title

asheele@miottawa.org — Email Address

616-393-5799 — Telephone

Additional Contacts

Nina Baranowski — Name

nbaranowski@miottawa.org — Email Address

616-393-4418 — Telephone

Name

Email Address

Telephone

ttawa Department of
Public Health

Adeline Hambley, MBA
Health Officer

Gwen Unzicker, M.D.
Medical Director

Department of Licensing and Regulatory Affairs
Bureau of Marihuana Regulation
Michigan Medical Marihuana Program
P.O. Box 30083
Lansing, MI 48909

The purpose of this letter is to outline the proposed project for the Marihuana Operation and Oversight grant. Ottawa County was allocated $39,934, which is based on the number of registry identification cards issued or renewed in the county.

Proposed plan su mmary:
Grant funds will be used for education and outreach (as directed by Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430 and the Michigan Regulation and Taxation of Marihuana Act, 2018, IL 1, MCL 333.27951 to 333.27967). Education and outreach will be accomplished through a partnership with School Resource Of ficers, local law enforcement and Ottawa Area Intermediate School District {OAISD). Vape/THC detection devices will be purchased and installed, vape education (including cannabis) books will be distributed, and parent resources will be provided. This complements the education being done through Prime for Life classes (evidence based educational curriculum) and monthly vape education classes (students and parents in attendance) that are funded through Lakeshore Regional Entity and taught by OCDPH on a monthly basis (serving over 300 youth each year). Education and outreach will also be accomplished through a media campaign that shares prevention messages, raises awareness of the dangers of impaired driving, and promotes existing community resources for families (such as support groups, mental health resources, where to find help with recovery).

Scope/Impact:
This proposal will reach Ottawa County middle & high school students in at least 10 Ottawa County schools, as well as parents and community members. Vape educational books will be distributed to 2,500 parents. Media campaign will reach at least 5,000 individuals in the community. In addition, staff and CRAVE (Cannabis Reduction and prevention Education) committee members will attend trainings to learn about our other communities' initiatives and best practices (such as the Stanford Medicine's Cannabis Education & Prevention Virtual Conference) .

Coordinated Efforts:
OCDPH will continue to collaborate with regional partners to develop common messaging about cannabis misuse. OCDPH is working specifically with Ottawa Substance Abuse Prevention (OSAP) coalitions including CRAVE and ROADD (Reducing Ottawa Area Drunk Driving). OCDPH will continue to partner with OAISD, School Resource Officers and other community organizati ons.

Anticipated Outcomes:
At least 10 vape/THC detection devices will be installed in Ottawa County schools and educational materials will be provided to the schools for parents and students. Additionally, 2, 500 vape books will be distributed to parents through schools and community outre ac h. A media campaign will be conducted to promote prevention and recovery .

LARA

CANNABIS REGULATORY AGENCY

2024 Marijuana Operation and Oversight Grant
Budget to be submitted with application

County Agency Name	Ottawa County Department of Public Health
Street Address	12251 James Street, Ste 400
City , State, Zip Code	Holland, MI 49424

Line Items (Use suggested line items or personalize to fit actual county expenses)	**Budget**
Wages	$0.00
Fringe Benefits	$0.00
Advertising	$10,000.00
Supplies	$28,934.00
Travel	$1,000.00
Equipment	$0.00
List other items	$0.00
TOTAL	$39,934.00

County Approval	
Authorized Signature	Adeline Hambley
Print Name of Signer	Adeline Hambley, Administrative Health Officer
Contact Person Name	Am Sheele

LARA/CRA Approval
David Harns, Manager
Public Relations
Cannabis Regulatory Agency

E-SIGNED by David Harns
on 2024-01-16 16:16:08 EST

Important Notes:

Budget amendments/adjustments need to be submitted/approved ***prior*** to spending.

Counties must watch their spending to ensure they have enough money within the line-item from which they are spending.

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2024

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	$85.00	
Breakfast	$11.75	$14.75
Lunch	$11.75	$14.75
Dinner	$28.00	$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	$85.00	
Breakfast	$9.75	$12.75
Lunch	$9.75	$12.75
Dinner	$22.00	$25.00
Lodging	$51.00	
Breakfast	$9.75	
Lunch	$9.75	
Dinner	$22.00	
Per Diem Total	**$92.50**	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	$15.00	$18.00
Lunch	$15.00	$18.00
Dinner	$29.00	$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	$11.75	$14.75
Lunch	$11.75	$14.75
Dinner	$27.00	$30.00
Lodging	$51.00	
Breakfast	$11.75	
Lunch	$11.75	
Dinner	$27.00	
Per Diem Total	**$101.50**	

Incidental Costs Per Day (with overnight stay) $5.00

Mileage Rates	**Current**
Premium Rate	$0.67 per mile
Standard Rate	$0.440 per mile

* See Select Cities Listing
** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2023

Michigan Select Cities/Counties		
	CITIES	**COUNTIES**
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	**CITIES**	**COUNTIES**
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plaines	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Public Health
Submitted By:	Marcie Ver Beek
Agenda Item:	Public Health - Environmental Health Personnel Request

Suggested Motion:

To approve the request from Public Health to add one 1.0 FTE Administrative Assistant II position at a cost of $90,398.

Summary of Request:

The Environmental Health division has experienced growth due to increased services, legislative changes, and increasing population. The addition of an Administrative Assistant II position will remove some administrative tasks from licensed and specialized staff and provide oversight of clerical staff.

Additional information is attached.

The cost of the position is $90,398, to be paid by ELPHS funds with no general fund contribution needed. The approval of this action authorizes any fund transfers needed to support this request.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	☐ Yes	☑ No	☐ N/A
$90,398.00	$0.00				

If not included in budget, recommended funding source:

75% ELPHS Drinking/Wastewater 22129517 & 25% ELPHS Food 22129510

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

Action is Related to Strategic Plan:

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

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

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

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 5/7/24

Request for Administrative Assistant II (Environmental Health)

The Environmental Health (EH) division has experienced significant and transformative growth over the years, evolving in response to increasing health and environmental concerns in our community. This growth, characterized by both the expansion of our scope and the diversification of our services, has been a direct result of heightened environmental awareness, legislative changes, and a growing population. Consequently, we have seen a notable increase in public inquiries and a surge in the number of permits and licenses issued annually. Our response to these challenges has included a necessary shift towards digital workflows, enhancing efficiency but also adding complexity requiring specialized administrative skills. This expansion has led to an increased operational workload and the need for a more integrated approach to manage our programs effectively, highlighting the essential need for an Administrative Assistant in our division.

The addition of an Administrative Assistant to the EH division is pivotal for enhancing operational synergy and efficiency. This role will centralize support across all EH programs, fostering a more cohesive and integrated work environment. Importantly, the Administrative Assistant will manage confidential and sensitive data, ensuring compliance with privacy laws and playing a vital role in executive meetings and decision-making processes. This not only enhances collaborative efforts but also frees up supervisors and other senior staff to concentrate on improving their programs and services.

The proposed position of Administrative Assistant is expected to incur a total cost of approximately $85,602 in wages and benefits (Grade 7, Step 1). The position will be funded through the additional ELPHS funding available in 22129517 Drinking/Wastewater ELPHS (75%) and 22129510 Food ELPHS (25%) that was approved by the Board of Commissioners on November 21, 2023. The State of Michigan has increased our ELPHS funding overall, this funding will be awarded annually.

The addition of an Administrative Assistant to the EH division is a strategic move to enhance our operational capacity and promote synergy. This role is not just a response to our current growth but is pivotal for our continued success, ensuring we effectively meet the evolving needs of our community. By integrating this role into our division, we aim to further our commitment to providing exemplary environmental health services.

Position Description

Job Description

Under the supervision of the Environmental Health Manager, provides administrative and secretarial support for the Environmental Health Team. Provides budget, accounting, records management, and office administration services. Supervises office support employees and plans, delegates, and schedules clerical duties. Develops and implements office operating policies and procedures, administers budgets, and ensures the provision of efficient and effective office support.

Essential Job Functions

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

1. Provides a variety of administrative and secretarial support services for the department, including serving as back up for all clerical and support staff functions.
2. Administers policies and procedures for; participates in the selection and hiring of; provides training, schedules and work direction for; evaluates the performance of, and fulfills other supervisory functions for the Environmental technical Support Clerk(s) and Environmental Health Clerks.
3. Develops, maintains, modifies and implements office operating policies and procedures, to ensure compliance with accreditation requirements and Minimum Program Requirements for environmental health and public health file maintenance practices and financial recording practices.
4. Provides oversight of basic accounting and financial reporting including cashiering, daily balancing, and payable invoices, and ensures compliance with financial recording practices.
5. Monitors activity for multiple budgets, grants, tracks line item expenditures against authorized and allocated funds, and prepares budget adjustment requests and line-item transfers. Identifies potential issues and projects future year expenditures. Plays a support role in the budget drafting process and produces documentation for budget.
6. Prepares agenda items and minutes and attends meetings held by the various teams within Environmental Health.
7. Maintains the various Environmental Health program software applications, performing routine housekeeping functions, installing upgrades, troubleshooting operating problems, contacting the vendor(s) for assistance when needed.
8. Schedules a variety of meetings, secures meeting sites and ancillary services such as projection equipment, prepares and distributes agendas, and prepares and distributes other participant materials.
9. Prepares a variety of documents, correspondence, contracts, financial reports, and presentation materials for the Manager and other members of the department for meetings, committee presentations, and proposals to Board of Health and Human Services.
10. Works with customers to resolve issues or complaints regarding the quality of service received and/or to respond to service requests requiring a more thorough knowledge of records, fee structures, processes and/or other aspects of the department's operations.
11. Assists with special projects by making calls, collecting and compiling information, checking on various potential sources of information, and providing related support assistance. Works with Department Heads and staff to obtain needed information.
12. Performs other functions as assigned.

Required Education, Training and Experience

Associates 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.

Additional Requirements and Information

REQUIRED KNOWLEDGE AND SKILLS:

1. Good working knowledge of Environmental Health administrative practices and principles.
2. Working knowledge of supervisory practices and principles.
3. Thorough working knowledge of word processing, spreadsheet, desktop publishing, graphics, presentation, and database management applications software.
4. Good working knowledge of fund accounting and budgeting practices and principles.
5. Working knowledge of records management practices and principles.
6. Fast and accurate keyboarding skills.
7. Accurate mathematical skills.
8. Excellent organizational skills and the ability to prioritize the workload.
9. Excellent proofreading skills and attention to detail.
10. Good interpersonal and customer service skills, including good verbal and written 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. Must be willing and able to work occasional weekend and evening shifts to accommodate public health needs. Position requires occasional field visits to regulated establishments in Ottawa County.

2024 Estimated Costs per Deductions
Employee Costs

Public Health-EH Request

				704000		
		FTE		Wages	Benefits	TOTAL COST
Admin Assistant II	Grade 7		1.0000	50,000.60	40,396.67	90,397.27

Action Request

Electronic Submission – Contract # 2284

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIONERS

Meeting Date: 5/14/2024

Vendor/3rd Party: NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: MOSQUITO AND TICK SURVEILLANCE GRANT

Suggested Motion:

To approve a contract with The National Association of County and City Health Officials. Upon approval, this motion recognizes and appropriates $15,000 in grant funding.

Summary of Request:

Purpose of the contract :

To enhance and expand vector (mosquitos and ticks) surveillance activities through staff training, via mentorship opportunities, and equipment upgrades/purchases. Public education materials will also be purchased and distributed.

Ottawa County has been paired up with Jefferson County Health Department (Mt. Vernon, IL) as part of the mentorship aspect of the grant. They will provide guidance and expertise on how we can make our existing program better. Equipment to be purchased includes resting boxes, an aspirator, lab grade tweezers, and a microscope. Public education materials will include handouts, insect repellent pen sprayers, mosquito dunks, tick removal tools, and reusable swag bags.

No additional staff will be hired. Existing summer internship positions will be utilized along with a current staff member. See Drew Shaw for any questions.

Financial Information:

Total Cost: $14,999.34	General Fund Cost: $0.00	Included in Budget: No

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: *5/6/2024 2:23:34 PM*

Committee/Governing/Advisory Board Approval Date: 5/7/2024

NACCHO AWARD # 2024-032502

SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW, 4th Fl., Washington, DC 20005, and **County of Ottawa** (hereinafter referred to as "Subrecipient"), with its principal place of business at 12220 Fillmore ST RM 331, West Olive, MI 49460-8986.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

s

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT #6NU38OT000306-05-05, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on March 01, 2024 and shall continue in effect until July 31, 2024, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to $14,999.34. Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense.

   Two invoices must be submitted as follows:

Invoice No.	Period of Performance	Due date
Invoice I	March 1 – June 30, 2024	July 15, 2024
Invoice II	July 1 – July 31, 2024	July 30, 2024

NACCHO award number must be included on all invoices. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 27 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Subrecipient will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

   All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Subrecipient, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

   In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Subrecipient may not assign this

Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Subrecipient, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Subrecipient and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a

single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards, and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is the Subrecipient's responsibility to understand and comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Subrecipient will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED SUBRECIPIENTS: Pursuant to 2 CFR 200 Subpart C, Subrecipient will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

19. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than $750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.

20. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

22. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

23. REPORTING REQUIREMENTS: If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.

24. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor,

subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

25. Domestic Preferences for Procurement - Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881): Executive Order 13881 promotes the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf ("COTS") products. The Buy American Act ("BAA") restricts the country of origin of goods bought by the U.S. government, requiring the purchase of "manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States." 41 U.S.C. § 8302(a).

    Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration (GSA), and the Executive Office of the President. Consistent with this Order, Contractors shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

    Pursuant to §200.322, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products which means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber).

26. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

27. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Lema Mansoury
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 471-1205
Fax (202) 783-1583
Email: lmansoury@naccho.org

With a copy to:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM
Senior Director, Grants & Contracts
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR SUBRECIPIENT:

County of Ottawa
Attn: Stacy Ruszkowski
EH Specialist
12220 Fillmore ST RM 331,
West Olive, MI 49460-8986
Tel. (616) 393-5757
Email: sruszkowski@miottawa.org

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

Jerome Chester

By : Jerome Chester (Apr 15, 2024 16:33 EDT)

Name : Jerome Chester

Title : Chief Financial Officer

Date : Apr 15, 2024

SUBRECIPIENT:

By : Adeline Hambley

Name : Adeline Hambley

Title : He.alth Officer, Ottawa County Dept of Public Health

Date : 4/10/24

Federal Tax ID No.: 386004883
UEID: EZE8NUD6HSQ7
DUNS No.: 85899011

SIGNATURE PAGE:

COUNTY OF OTTAWA

By: _____ _____

Joe Moss, Chairperson — Date
Board of Commissioners

By: _____ _____

Justin F. Roebuck, County Clerk/Register — Date

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
SUBRECIPIENT AGREEMENT – ATTACHMENT I
SCOPE OF WORK

Vector Control Collaborative: A Vector Control and Surveillance Mentorship Program

Mentee Scope of Work
March 1 – July 31, 2024

- Participate in the Vector Control and Surveillance Mentorship Program **kick-off call**.
- Attend regular **check-in calls** with NACCHO and CDC.
- Complete VCC **site visits** and reverse-site visits by July 31, 2024.
- Complete **all deliverables** by July 31, 2024.
- Complete **post-test and program evaluation** by July 31, 2024
- Submit **invoices** by the following NACCHO deadlines:

Project Invoices	Date Ranges	Invoice Due
Invoice 1	March 1 – June 30, 2024	July 15, 2024
Invoice 2	July 1 – July 31, 2024	July 31, 2024

Action Request

Electronic Submission – Contract # 2311

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIOENRS

Meeting Date: 5/14/2024

Vendor/3rd Party: OTTAWA CONSERVATION DISTRICT

Requesting Department: WATER RESOURCES COMMISSION

Submitted By: JOE BUSH

Agenda Item: WATER MONITORING INITIATIVE CONTRACT

Suggested Motion:

To approve a contact with Ottawa County Conservation District in an amount not to exceed $995,465. The approval of this contract authorizes an appropriation to the Water Resource Commission of $278,691.50 for fiscal year 2024.

Summary of Request:

Summary of Request

Did purchasing facilitate the sourcing of this contract?

No, this project and contract creation began after the county received funds from the Monsanto settlement in 2022. Ottawa County received a substantial settlement check for approximately $6.5 million as the result of a class action lawsuit filed against Monsanto for contamination of stormwater systems.

The settlement agreement between Monsanto and the class plaintiffs is divided into four different "funds". Only one of these funds pertains to Ottawa County. This fund is called the "TMDL". TMDL stands for "Total Maximum Daily Load" A TMDL is the "the calculation of the maximum amount of pollutant allowed to enter a waterbody so that the waterbody will meet water quality standards for that particular pollutant. A TMDL determines a pollutant reduction target and allocates load reductions necessary to the source(s) of pollutant. (Monsanto Settlement Quick Review)
It is critical to note that, under the Class Action Settlement Agreement, "TMDL funds are intended to compensate Settlement Class Members for restitution and remediation including mitigation of contaminated property, stormwater, and/or stormwater systems, including compliance with a TMDL" (Class Action Settlement, p.18).

Legally, there are no specific restrictions attached to the funds such that an accounting is necessary for the court overseeing the settlement. In that sense, the funds are indeed "unrestricted." The Settlement Agreement makes it clear that the funds are to compensate for restitution and remediation of contaminated property, stormwater, and/or stormwater systems, including-but not necessarily limited to – compliance with a TMDL. Thus, in that sense it is proper to consider the funds are limited to expenses related to those activities.
Upon understanding the settlement, leadership in the Water Resources office began conversation with local watershed and conservation experts, Ottawa Conservation District and the Outdoor Discovery Center, on the health of the water in the watersheds located in Ottawa County. It was determined that there is a need for water quality monitoring to identify where the impediments lie. Together this team created the water monitoring proposal to be reviewed.

Purpose of contract
The Ottawa Conservation District proposes to work collaboratively with Ottawa County and other partners to conduct surface water quality monitoring in lakes and streams across Ottawa County. Monitoring activities are proposed to occur over the next 5 years but will continue well into the future. Monitoring data helps conservation organizations and land managers make informed decisions about where conservation practices are most needed and what types of practices are needed to address water quality concerns. This also helps to ensure that funding for water quality protection and restoration activities is spent efficiently and responsibly.

Is this an expense or for revenue?
This is an expense.
A. The Commissioner shall pay the Ottawa Conservation District a total sum, not to exceed $995,465.00.

B. The Commissioner shall pay the Ottawa Conservation District an initial sum of $199,050.00 to cover the first quarter and all startup equipment expenses with the annual consulting sum of $159,283 to be paid in quarterly advances of $39,820.75. Ten percent (10%) of the contract amount may be retained until the completion and submission of the Project.

Is this a multiyear contract?
Yes, The Ottawa Conservation District shall commence work on the Project immediately after the execution of this agreement and shall continue for a period of at least five (5) years, with an option to extend the contract should additional tasks be identified and funding available. The Ottawa Conservation District shall provide quarterly progress reports that include a summary of tasks completed and itemized expenses. The Consultant shall also provide annual reports and a final summary report at the conclusion of the five (5) year period.

Financial Information:

Total Cost: $995,465.00	General Fund Cost: $995,465.00	Included in Budget: No

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *5/6/2024 1:02:52 PM*

Committee/Governing/Advisory Board Approval Date: 5/7/2024 Finance and Administration

CONSULTING SERVICES AGREEMENT

between

OTTAWA COUNTY WATER RESOURCES COMMISSIONER

and

OTTAWA CONSERVATION DISTRICT

April 2024

CONSULTING AGREEMENT

This agreement is made as of the ____ day of _____, 2024, by and between the OTTAWA COUNTY WATER RESOURCES COMMISSIONER, an elected public official, 12220 Fillmore St, West Olive, Michigan, 49460 (the "Commissioner"), and the OTTAWA CONSERVATION DISTRICT, a local unit of state government, 16731 Ferris St, Grand Haven MI 49417 (The "Consultant").

Recital

The Consultant provides various consulting services. The Commissioner desires to retain the Consultant to conduct water quality monitoring and other activities to support water quality improvements in Ottawa, and the Consultant desires to perform such work on the terms and conditions contained in this agreement. Therefore, the parties, each in consideration of the mutual promises of the other, hereby agree as follows.

I. Consulting Services. The Consultant, using its special knowledge and unique skills, shall conduct water quality monitoring in the Lower Grand River Watershed and implement best management practices throughout Ottawa County (the "Project") in accordance with the Consultant's monitoring proposal dated June 2023. The document is attached hereto as Exhibit A and shall be deemed to be a part of this agreement. In the event of a conflict between the terms of this agreement and the terms of the document contained in Exhibit A, the terms of this agreement shall control. All monitoring will be conducted following appropriate quality assurance plans and may be subcontracted to third party agencies. Water quality monitoring is necessary to determine status of meeting water quality criteria including, but not limited to, approved Total Maximum Daily Loads (TMDLs). The Consultant shall report directly to Joe Bush, Ottawa County Water Resources Commissioner, the County's appointed Project Manager for this Project (the "Project Manager").

II. Terms and Completion of Water Quality Monitoring. The Consultant shall commence work on the Project immediately after the execution of this agreement and shall continue for a period of at least five (5) years, with an option to extend the contract should additional tasks be identified and funding available. The Consultant shall provide quarterly progress reports that include a summary of tasks completed and itemized expenses. The Consultant shall also provide annual reports and a final summary report at the conclusion of the five (5) year period.

III. Compensation.

A. The Commissioner shall pay the Consultant a total sum, **not to exceed** $995,465 for the services rendered hereunder.

B. The Commissioner shall pay the Consultant an up-front equipment cost of $199,050 at the start of the project along with the annual consulting sum of $159,283 to be paid in quarterly advances of $39,820.75. Ten percent (10%) of the contract amount may be retained until the completion and submission of the Project.

C. As an independent contractor, the Consultant and its agents and employees shall not be entitled to any other benefits hereunder, including without limitation health insurance, disability insurance, FICA, and retirement plan benefits. The Consultant shall be liable for and pay any and all expenses incurred by the Consultant hereunder.

IV. Additional Work. When work occasioned at the Commissioner's request is in addition to or other than work provided for by the expressed intent of this Contract, the Commissioner will reimburse the Consultant for all such work on the basis of actual costs incurred. The performance of and payment for such work will require the submission of a proposal to perform the work and the award of a written amendment prior to beginning the work.

V. Deliverables. In addition to the deliverables described in Section I and II, the Consultant will provide summaries of water quality monitoring collected including, but not limited to, spreadsheets of raw

data, graphs, maps, tables, and other documentation collected or created in the course of the Project. At a minimum, the Consultant will submit annual budget reports and narrative description of tasks completed. All deliverables will be transmitted to the Project Manager.

VI. Amendments and Adjustments. Adjustments to various aspects of the project, including changes to the scope of work, specific deliverables, timeline, or budget line items may be necessary during the project period. Any adjustments will be submitted in the form of a written request with narrative justification, and will be subject to approval by the Commissioner.

VII. Termination. The Commissioner shall have the right to terminate this agreement at any time with or without cause for any reason whatsoever or for no reason by delivering written notice to the Consultant. If the Commissioner terminates this agreement without cause, it shall pay the Consultant all of its costs incurred in conducting work in support of the Project through the date of termination, including any reasonable costs necessary and appropriate to terminate the water quality monitoring (collectively called the "Termination Costs"). The Consultant shall deliver to the Commissioner an itemized list of the Termination Costs and the Commissioner shall pay the Termination Costs within 60 days of the receipt of such list. At all times during the term of this agreement, the Consultant shall maintain accurate and detailed time and expense records with respect to time and monies expended by the Consultant in conducting work in support of the Project.

VIII. Confidentiality. The Consultant recognizes and acknowledges that it may have access to, and be provided with, certain non-public information and materials of the Commissioner (the "Information"). The Consultant hereby agrees that it shall utilize the Information explicitly identified as such by the Commissioner prior to transmittal to the Consultant as non-public information solely for the purpose of completing the Project and that it shall not disclose the Information to any other party or use the Information in consulting work for others, without the express written consent of the Commissioner, during the term of this agreement or anytime hereafter. The Consultant shall have no confidentiality obligation under this Paragraph VII to the extent that the Information (i) has been made public, other than through a breach of the provision hereof, (ii) was available to the Consultant on a non-confidential basis from a third person prior to receipt of such information in connection with the completion of the Project, or (iii) is information that is disclosed with the prior written consent of the Commissioner.

The parties agree that misuse or disclosure of the Information in violation of this agreement is likely to cause irreparable damage to the Commissioner which may be impossible to ascertain. The Consultant therefore agrees that the Commissioner shall be entitled to an injunction issued out of any court of competent jurisdiction pertaining to any violation or threatened violation of the Consultant of this covenant and that such injunction shall be in addition to any other remedies which the Commissioner may have against the Consultant.

IX. Failure to Perform. If the Consultant fails to perform fully in accordance with the terms and conditions of this agreement, then it shall be liable to the Commissioner for all damages naturally flowing from such failure, including consequential and compensatory damages.

X. Indemnification. The Commissioner and the Consultant shall mutually indemnify and hold each other, and their directors, officers, employees and agents harmless from and against any liability, claim, damage, loss, judgment, suit, cost, and expense, including attorney fees, which arise out of or relate to the intentional, willful, or grossly negligent acts of the other party while performing services under this agreement, expert as otherwise provided by law.

XI. Independent Contractor. The Commissioner and the Consultant recognize and expressly acknowledge that the Consultant shall at all times remain an independent contractor with respect to The Commissioner and under no circumstances shall the Consultant be considered a partner, agent, representative, or co-venturer of The Commissioner. The Consultant shall not have authority to enter into agreements of any kind on behalf of The Commissioner or to otherwise bind the Commissioner.

XII. Records. Any maps, plans, specifications, data, records, files, or documents (including copies, summaries or other medium for the electronic storage of information) created by the Consultant and relating to the Project shall be the property of the Consultant at all times. The Consultant will provide the Commissioner access to all records directly related to the Project.

XIII. Miscellaneous. This agreement and any documents executed in connection herewith constitute the entire agreement and understanding between the parties and supersede any and all agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter hereof. This agreement may be modified or amended only by a written instrument executed by the Consultant and Ottawa County Water Resources Commissioner. Paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provision hereof. If any provision of this agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this agreement. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This agreement may be executed in one or more counterparts, and any party to this agreement may execute and deliver this agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. One or more waivers of any breach of any representation, warranty, or covenant in this agreement by any party shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition.

XIV. Governing Law and Jurisdiction. This agreement and the obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Michigan. In the event of a dispute between the parties, the parties irrevocably agree and consent to the exclusive jurisdiction of the Circuit Courts of Ottawa County Michigan. The parties irrevocably waive any objection that they may now have or hereafter acquire to the venue of such courts on the grounds of forum non convenient or other similar grounds.

XV. Notices. Any notices permitted or required to be given under this agreement shall be deemed given or made upon personal delivery to the person whom addressed, the day following delivery to a nationally recognized overnight courier service, or three (3) days following deposit in the United States mail, first class postage prepaid, or upon acknowledgment of receipt of any notice delivered electronically. Notices permitted or required to be given under this agreement shall be addressed to the parties at their addresses as given on Page 1 of this agreement. A party may specify a different address by notice given in accordance with the terms of this paragraph.

Wherefore, the parties have executed multiple original counterparts of this agreement as of the date first set forth above.

OTTAWA COUNTY WATER RESOURCES COMMISSIONER

By:_____ Date: _____
JOE BUSH, OTTAWA COUNTY WATER RESOURCES COMMISSIONER

OTTAWA CONSERVATION DISTRICT

By:_____ Date: 4/25/24
NATALIE BEKINS, EXECUTIVE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2024

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).

PRODUCER Fischer Insurance Agency P.O. Box 556 Bellaire MI 49615	**CONTACT NAME:** Karen Berreth **PHONE (A/C, No, Ext):** 231-533-6161 **FAX (A/C, No):** 231-533-1020 **E-MAIL ADDRESS:** karen@fischerins.com
INSURED MACD000-01 Ottawa Conservation District Michigan Association Of Conservation Districts 16731 Ferris St Grand Haven MI 49417	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Fremont Insurance Company — 13994 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1806946290 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CPP 0114208	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP 0040011	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP 0038421	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP 0030879	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

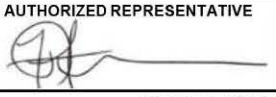
CERTIFICATE HOLDER

Ottawa County
12220 Fillmore St
Wet Olive MI 49460

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



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Project Name: Ottawa County Water Quality Monitoring

Date Submitted: April 25, 2024

Project Lead and Contact Information

Ottawa Conservation District
16731 Ferris St
Grand Haven MI 49417
616-842-5852 ext. 5
Natalie Bekins, Executive Director: natalie.bekins@macd.org
Ben Jordan, Watershed Programs Coordinator: benjamin.jordan@macd.org
Sarah Bowman, Watershed & Conservation Specialist: sarah.bowman@macd.org
Alex Svoboda, RCPP Project Manager: alex.svoboda@macd.org

Total funding requested: $995,465

Project Description

The Ottawa Conservation District proposes to work collaboratively with Ottawa County Water Resources Commission and other partners to conduct surface water quality monitoring in lakes and streams across Ottawa County. Monitoring activities are proposed to occur over the next 5 years, but will continue well into the future. Monitoring data helps conservation organizations and land managers make informed decisions about where conservation practices are most needed and what types of practices are needed to address water quality concerns. This also helps to ensure that funding for water quality protection and restoration activities is spent efficiently and responsibly.

Ottawa County Watersheds

Ottawa County contains all or portions of four major watersheds: the Lower Grand River Watershed, the Kalamazoo River Watershed, the Macatawa Watershed and the Pigeon River Watershed (Figure 1). For purposes of this project, the majority of efforts will be focused in the Lower Grand, Pigeon and Macatawa Watersheds.

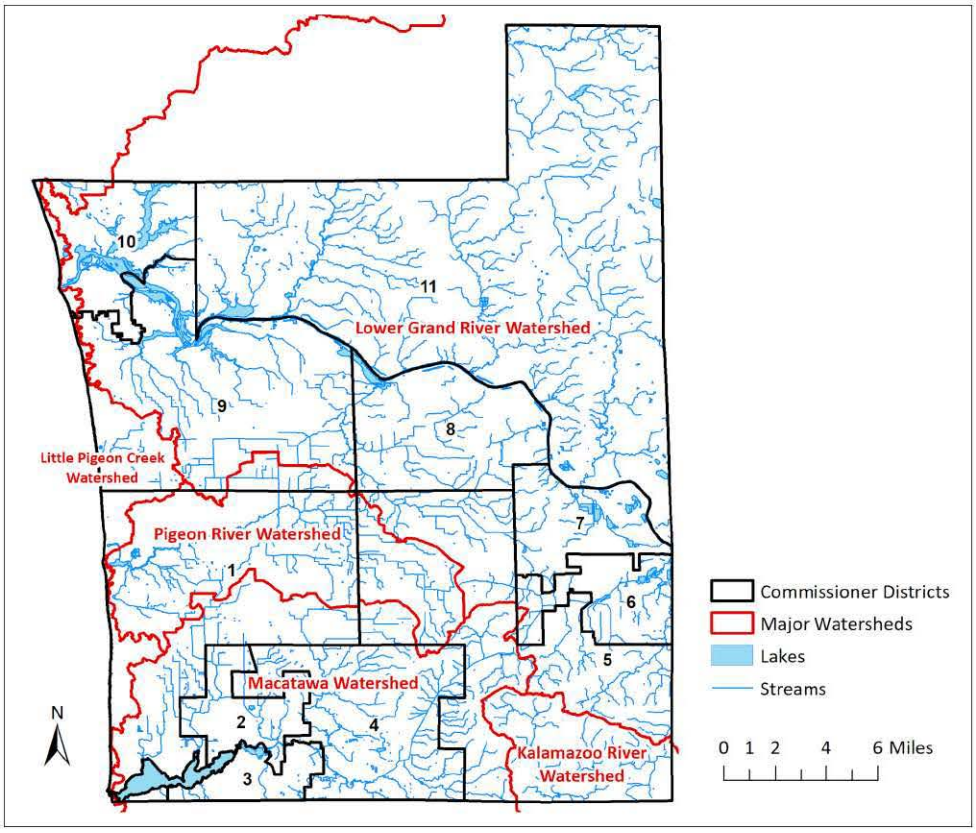

Figure 1. Watersheds in Ottawa County

Proposed Monitoring

The Ottawa Conservation District, along with project partners, proposes to conduct a variety of monitoring throughout the watersheds listed above. This will include

- Water chemistry and nutrients
- E. coli bacteria and microbial source tracking (human vs. animal)
- Hydrology & discharge
- Temperature, dissolved oxygen, suspended solids/sediment, etc.
- Habitat quality/quantity and biological surveys (fish/macroinvertebrates)
- Road stream crossing inventories to identify perched, undersized, or crushed/blocked culverts

All samples will be professionally collected, analyzed, and available to project partners through a monitoring dashboard. This data will be used to update and write new watershed & lake management plans, identify critical areas for voluntary best management practices, and assist in the grant writing process for a variety of funding sources for watershed protection and restoration projects.

Attachment 5

OTTAWA CONSERVATION DISTRICT

85 Years of Cultivating Conservation Connections

History

In response to the 1930's Dust Bowl disaster, Hugh Hammond Bennett, then working as the Director of the U.S. Department of the Interior, worked diligently with Congress to create the Soil Conservation Service (renamed the Natural Resources Conservation Service in 1994) to assist the nation's farmers in improving their soil quality. Bennett understood that direct assistance on all agricultural land would be financially and administratively impossible for the Federal government; therefore within weeks of the SCS's establishment, he proposed the development of community-based organizations to carry out projects and provide the local direction for the SCS programs. Congress and President Franklin Roosevelt responded with the Soil Conservation and Domestic Allotment Act of 1936, allowing states to create county-sized soil conservation districts through which the SCS could operate. Michigan passed the Soil Conservation District Law Act 297, P.A. in 1937 and the Ottawa Conservation District was the first Michigan Conservation District to be established on May 9th, 1938.

The Ottawa Conservation District serves as the "Boots on the Ground" for local natural resource management in Ottawa County, directing and delivering federal, state, and private sector programs to address soil, water, forest, and other natural resources issues on private lands. Conservation Districts are mandated by the State to exist and are administered by a publicly elected Board of Directors. The Ottawa Conservation District is a local government entity that is non-partisan, non-regulatory, and voluntary. The District's focuses have changed and expanded over the years, addressing not only soil issues but issues with water quality and quantity, invasive species, forest management, farmland preservation, and more. The issues and services we provide will continue to change based on Ottawa County's natural resource needs.

Attachment 5

OTTAWA CONSERVATION DISTRICT

Services Provided Today

The Ottawa Conservation District provides Ottawa County farmers, landowners, and other residents with educational, technical, and financial resources to address local natural resource issues.

Primary services provided to Ottawa County residents include (but aren't limited to):

- Free & confidential in-person consultations for producers and residential homeowners to provide custom best management practice recommendations and habitat improvements.
- Free & confidential environmental verification programs for producers to recognize top stewards in the community and provide regulatory protections.
- Peace of mind assistance - Our office is nonregulatory and relies on voluntary actions. Local landowners can call us to fix problems prior to any potential regulatory actions and our assistance can help avoid regulatory actions in the first place.
- Monitoring services to keep track of current and ongoing environmental conditions.
- Educational opportunities for youth and adults in a variety of natural resource topics.
- Assistance with navigating local, state, and federal permit processes.
- Financial assistance opportunities to help cover the cost of implementing conservation practices.
- Limited for-fee services to cover gaps in management assistance where funding doesn't exist.

Through these services, the Ottawa Conservation District is able to prevent and manage invasive species infestations on private and public land. We help producers reduce environmental risk factors, better manage their soil health, and help make their operations more efficient and economically stable. We help forest owners increase the biodiversity of their forests. We improve water quality and quantity by working with residents to reduce their nonpoint source pollutant inputs and installing water saving practices. We work with local schools and create educational workshops to help educate community members on conservation, agriculture, and other STEM development. And we inject hundreds of thousands of dollars annually into the local economy through our financial assistance programs. **Our mission is to serve as your local resource for natural resource management and to help Ottawa County residents maintain and improve our natural resources and environment for future generations.**

OTTAWA CONSERVATION DISTRICT

Current District Programs

While the State of Michigan mandates Conservation Districts to exist, State funding for Districts only just began in FY 2021 and currently does not meet capacity needs. Michigan Conservation Districts rely primarily on competitive grant funding and other financial sources such as tax millages, donations, or for-fee services. In addition to managing millions of dollars in local, state, and federal grants each year, the Ottawa Conservation District hosts two Native Plant and one Native Tree Seedling fundraisers annually to help cover overhead costs. Other for-fee services, such as conducting Critical Dune Area Vegetation Assessments and For-Hire Invasive Species Control also help with filling gaps in funding. The Ottawa Conservation District has been one of the few Districts in Michigan fortunate enough to have a close relationship with our County Government for many years. As a result they have invested in us annually since 2015 as we help address many shared natural resources management goals in Ottawa County (foregoing the need for a millage). These funding sources largely dictate the programs focuses or activity at any given time.

Current District Programs include the following:

- **Michigan Agriculture Environmental Assurance Program**
  - Proactive program that helps farms of all sizes and all commodities voluntarily prevent or minimize agricultural pollution risks.
  - Funded annually through MDARD.
- **Michigan On-Farm Produce Safety**
  - Provides on-farm technical education for fresh produce farmers to ensure best produce safety practices are being followed, to prepare growers for potential future MDARD inspections, and to assist with produce action plan development.
  - Funded annually through MDARD.
- **Forestry Assistance Program**
  - Provides education and technical assistance for private landowners interested in managing their forestland for recreation, wildlife, timber harvest, ecosystem preservation, etc.
  - Funded annually through MDARD.
- **Farmland & Water Quality Conservation Initiative**
  - Provides technical conservation planning and financial resources to farmers and forest landowners with the goals of 1) protecting surface and groundwater quality, 2) improving habitat for fish and wildlife, and 3) preserving manageable farmland.
  - Funded through FY26 through the USDA Regional Conservation Partnership Program.

OTTAWA CONSERVATION DISTRICT

Current District Programs Continued

- **Watershed Nonpoint Source Pollution Programs**
  - Restoration projects aimed at reducing non-point source pollutants such as bacteria / E.coli, sediment, and nutrients in TMDL impaired watersheds. Provides technical and financial assistance to producers and residents for agricultural BMPs and Septic System replacements.
  - Primarily funded through EGLE Section 319 Nonpoint Source Pollution Control Grants. Focus watersheds and BMPs/activities funded may change based on grants. Additional funding sources may include federal, state, or local grants. Current focus watersheds include Crockery Creek and Sand Creek.
- **West Michigan Cooperative Invasive Species Management Area**
  - Partnership of local organizations, agencies, and businesses who work across seven counties to manage invasive plants and insects. Currently manages an aquatic and terrestrial invasive plants seasonal Strike team and a year-round Hemlock Woolly Adelgid treatment crew.
  - Funded through a variety of federal and state funding sources which dictates the type of invasive species managed. Primary sources include MISGP, SOGL, EPA, GLRI, other grants, and For-Hire services for those residing outside of grant-managed properties.
- **Raindrop Rescue**
  - Newly developed District program offering educational, technical and potential financial assistance to schools, communities, and residential homeowners to install native plantings and green stormwater infrastructure with the ultimate goal of addressing Ottawa County's groundwater shortage.
  - Funded through District funds and Ottawa County Groundwater funding. Applying for federal, state, and local community grants to expand program resources.
- **Critical Dune Area Vegetation Assurance Assistance**
  - Assists landowners in the EGLE Critical Dune Area permitting process by completing Vegetation Assurances. Has conducted Critical Dune educational events previously.
  - Currently no dedicated funding for Critical Dune education. Vegetation Assurances are completed for a fee to help cover District overhead costs.
- **Outreach & Education Events**
  - District staff develop events and curriculums per program and topic as needed and attend community events as capacity allows. Some annual District planned events include: Cultivating Resilience Farm Field Day, Conservation on Tap Winter Speaker Series, and Native Plant Sale workshops.
  - Funding comes from a variety of grants sources depending on topic, as well as Tree & Plant sales.

Attachment 5

OTTAWA CONSERVATION DISTRICT

County Partnerships

The Ottawa Conservation District has developed a strong connection to the Ottawa County Government, partnering with a number of departments to help achieve County-wide goals.

- **Department of Strategic Impact**
  - Groundwater Sustainability Initiative
    - Shares resources and partners on educational initiatives.
    - Participates on the Groundwater Board in an advisory role.
    - Developed two programs that target groundwater concerns.
      - Farmland & Water Quality Conservation Initiative- encourages water-saving agriculture practices. Dept. of Strategic Impact staff sit on FWQCI advisory committee.
      - Raindrop Rescue - encourages the use of native plantings and green stormwater infrastructure in education and landscaping.
  - Agriculture & Farmland Preservation
    - Event planning partnership for Annual Cultivating Resilience Farm Field Day.
    - Ag-land preservation partnership through the Farmland & Water Quality Conservation Initiative.
    - Conservation easement partnership.
    - MI FarmLink program promotion partnership.
  - Communications
    - The Dept. Project Support Specialist has been assisting the District with "Telling Our Story".
- **Water Resources Commissioner**
  - Subcontracted to assist with education and outreach for the Upper Sand Creek Restoration (two stage ditch) project in 2017-2018.
  - Completed two road-stream crossing inventories which identified failing culverts, including many on county drains, and provided data to the Commissioner.
  - Commissioner networks and shares District contacts with landowners and farmers to implement BMPs to keep sediment out of county drains and sits on Watershed Programs advisory committee.
  - The District seeks funding sources through grants for two-stage ditch and stream restoration projects on county drain locations identified by the Commissioner.
    - Specifically requested engineering funds for a two-stage ditch project in the Pigeon River watershed in an upcoming EGLE Section 319 grant application.

OTTAWA CONSERVATION DISTRICT

County Partnerships Continued

- **Ottawa County Parks & Recreation**
  - Parks & Rec serves as a partner for the West Michigan CISMA.
  - Shared educational resources and partnered on several grant projects for both invasive plant and Hemlock Woolly Adelgid management.
  - Hosts Native Plant fundraiser, annual meeting, and various educational workshops at Hemlock Crossing Nature Center and other parks.
  - Co-hosted or partnered on various forestry and invasive species workshops and trainings for the public. Including most recently a MAEAP Forestry Management Plan workshop and a White Oak Initiative Forester Walk.
  - Provided technical assistance for the Eastmanville Farm Park agricultural BMP projects.
- **Ottawa County Road Commission**
  - Conducted road-stream crossing inventory and provided data to Road Commission.
  - Partners on grant applications to replace culverts, repair roadside ditches, and install two-stage ditches.
  - Road commission staff sit on Watershed Programs advisory committee.
  - Partnered on 2020 and 2021 Scrap Tire Recycling Events.
  - CISMA teams were contracted to treat roadside areas for invasives and provided resources on invasive species management and BMPs.
    - CIMSA Coordinator gave trainings on specific invasive plants to Road Commission staff.
- **Department of Public Health - Environmental Health**
  - Shared educational resources and partnered with Environmental Health Specialist staff to promote on-site sewage disposal systems (septic system) BMPs through the EPA "Septic Smart Week" and speaks at related County events to promote watershed cost-share programs (Well & Onsite Wastewater Information Conference on March 8th, 2023).
  - Directs landowners to required well & septic permits when needed.
  - Funds septic system replacements that need to be replaced according to Health Department code.
  - Environmental Health staff sit on Watershed Programs advisory committee.

Attachment 5

OTTAWA CONSERVATION DISTRICT

District Staff Experience

The Ottawa Conservation District employs between 15-20 full- and part-time staff annually. Below is a list of current year-round District and NRCS staff as of March 2024:

- **Natalie Bekins: Executive Director**
  - BS in Wildlife Biology - Grand Valley State University; MS in Biology - Eastern Kentucky University
  - 9 years of experience in grant management, avian conservation, invasive species management, and program coordination
- **Annaleese Rasanen: Bookkeeper**
  - BS in Environmental Biology - Ferris State University; AAS in Business - Lake Michigan College
  - 3 years of experience in bookkeeping, environmental field biology, and pesticide application
- **Benjamin Jordan: Watershed Programs Coordinator**
  - BS in Environmental Analysis & Natural Resource Management - Grand Valley State University
  - 11 years of experience in natural resources and nonpoint source watershed management
- **Sarah Bowman: Watershed & Conservation Specialist**
  - BS in Water Resources with minor studies in Soil Science - University of Wisconsin Stevens Point; MS in Environmental Science with focus in Conservation Biology - Green Mountain College (now housed at GMC Center for Sustainability at Prescott College)
  - 11 years of experience in natural resources and nonpoint source watershed management
- **Caryn Dawson: MAEAP Technician**
  - Bachelors in Global Resources Systems and Horticulture with minor studies in Spanish and Animal Science - Iowa State University
  - 3 years of experience in agricultural technical assistance
- **Morgan Anderson: Produce Safety Technician**
  - BA in Environmental Studies with focus in Environmental Law & Policy - University of Michigan
  - 2 year of experience in produce safety and approximately 6 years of experience in farming systems from family and university farm
- **Ben Savoie: District Forester**
  - BS in Forestry with concentration in Forest Management - Michigan State University
  - 8 years of experience in forestry management
- **Alex Svoboda: RCPP Project Manager**
  - BS in Environmental Science focused in Natural Resources - Northern Michigan University
  - 6 years of experience in agricultural and forestry technical assistance
- **Tracey Weatherwax: Soil Conservation Technician**
  - BS in Fisheries and Wildlife Management - Michigan State University
  - 23 years of experience in natural resources management, wetland delineation & permitting, threatened & endangered species surveying

OTTAWA CONSERVATION DISTRICT

District Staff Experience Continued

Murielle Garbarino: West Michigan CISMA Coordinator

- BS in Natural Resources Management with a minor in Environmental and Sustainability Studies from Grand Valley State University.
- 7 years of experience in invasive species management, ecological restoration, and environmental education

- **William Latham: Invasive Species Specialist**
  - BS in Natural Resources Management - Grand Valley State University
  - 7 years of experience in invasive species management
- **Keely Dunham: West Michigan CISMA Program Consultant**
  - BS in Biology and Environmental Science with minor studies in geography - Miami University; Graduate Student in Biology with emphasis in Aquatic Science - Grand Valley State University
  - 6 years of experience in invasive species management
- **Kyle Gallagher: Forest Pest Technician**
  - BS in Natural Resources Management - Grand Valley State University
  - 7 years of experience in invasive species management
- **Brendan Canavan: Forest Pest Technician**
  - BS in Environmental & Plant Biology - Michigan State University
  - **5** years in experience in lab analysis and invasive species management
- **Ciera Hoekstra: Forest Pest Technician**
  - BS in Ecology and Evolutionary Biology - Grand Valley State University
  - 2 years of experience in Eastern Massasauga Rattlesnake data collection & invasive species management
- **Sean Fitzgerald: Forest Pest Technician**
  - BS In Environmental Science (Resource Management and Sustainability) - Oakland University
  - 3 years of experience in Vector Surveillance, Public Health, and invasive species management

USDA Natural Resources Conservation Service Staff

- **Sharcy Ray: NRCS District Conservationist**
  - BS in Natural Resources Management - Grand Valley State University
  - 13 years of experience in USDA NRCS agricultural technical assistance
- **Meghan Bannink: NRCS CRP Technician**
  - BA in Environmental Studies with minor studies in Biology and Spanish - Eckerd College
  - 3 years of experience in agricultural technical assistance

Attachment 5

OTTAWA CONSERVATION DISTRICT

District Staff Skills

Ottawa Conservation District staff provides a plethora of natural resources management skill sets to Ottawa County residents and partners. The list below summarizes these skills, but in no means fully encapsulates the ways in which District staff can assist County residents with natural resource needs.

Natural Resource Specific Skills & Knowledge

- Plant, bird, and animal identification
- Invasive species detection, surveying, and treatment
- Knowledge of local/state/federal environmental regulations, permitting, and MDARD Right-to-Farm
- Water quality sampling for E.coli, nutrients, chlorides, temperature, dissolved oxygen, etc
- Soil health, pollinator, nutrient, grazing, & pest management
- Threatened & endangered species surveys
- Groundwater sampling & static water level monitoring
- Wetland delineation, mitigation monitoring, and restoration
- Prescribed fire and wildland firefighting experience
- Biological inventories including habitat assessments, fish/mussel surveys, & macroinvertebrate sampling
- Resource management inventories identifying areas for BMPs - culvert inventories, sources of NPS runoff/pollution, agriculture tillage surveys, streambank restoration sites
- Pollutant load reduction modeling including RUSLE, STEPL / EPA Region 5 model
- Largescale watershed management plan development
- Knowledgeable of farming practices, equipment, biosecurity, and MI specific crops
- MAEAP specializations in fruit (apples, blueberries) and manure management
- Agricultural & residential BMP installation
- Native landscaping design and installation
- Certified Conservation Planners
- Certified Pesticide Applicators in Forestry, Ornamental, Aquatic, Right-of-way, Fruit, & Vegetable categories
- Certified MI Natural Shoreline Planner
- Certified Stormwater Operator
- Society of American Foresters Certified Forester

Technical Skills

- Technical report & grant writing
- Public communications writing & community outreach
- Grant management
- Budget & finance management
- Project management
- Federal contract management & NEPA compliance
- Public speaking
- GIS map creation, data collection, management, & analysis
- Curriculum design & delivery in various natural resources topics
- Event planning & coordination
- Fundraising
- Fluent in written & spoken Spanish
- Non-partisan relationship building with landowners, community organizations, businesses, government, industry professionals, and other conservation groups
- Graphic & website design
- Social media management
- Community program development
- Team leadership
- Hiring, training, and personnel management
- Board governance
- Strategic planning & policy development
- NPDES and ANC permit management

Attachment 5

OTTAWA CONSERVATION DISTRICT

Current District Board Director Experience

The Ottawa Conservation District Board of Directors is a group of five elected community members who serve as the District governing body. Director terms last for four years. The Conservation District facilitates this election process through our office. Our current 2023 Board Directors include:

- **Matthew Hehl: Board Chairman**
  - Served 13 years on the District Board
  - Serves on District Finance and Legislative Action committees
  - Local farmer & business owner
  - Ottawa County Commissioner: 2006-2010
  - Ottawa County Farm Bureau Board Member: 2005-06, 2011-14
  - Michigan Farm Bureau Promotion & Education Board member for 8 years
  - Ottawa County 4-H leader for 25 years
  - Ottawa County Farmland Preservation Board Member: 2008-15
  - Polkton Township Trustee & Planning Commission: 1990-2004
  - Coopersville Community Foundation Board Member: 2020-2026
- **Becky Huttenga: Board Vice Chair**
  - BA in Animal Science – Michigan State University
  - Held the Executive Director position at Ottawa Conservation District in 2011
  - 9 Years as the Ottawa County Economic Development Coordinator
- **Doug Grotenrath: Board Treasurer**
  - Served 14 years on the District Board
  - Serves on District HR and Finance committees
  - Local business owner, Vice President of five companies in Jenison, MI
- **Rivka Hodgkinson: Board Director**
  - Served 1 year on the District Board
  - Serves on District HR and Legislative Action Committees
  - Digital Content Director and Strategist of 15 years
  - Michigan Association of Conservation Districts Region 7 Vice Chairperson
  - Michigan Association of Conservation Districts Education Committee member
- **Timothy VanDyke: Board Director**
  - Served 3 years on the District Board
  - Local farmer & business owner

Project Name: Ottawa County Water Quality Monitoring

Date Submitted: April 25, 2024

Project Lead and Contact Information

Ottawa Conservation District
16731 Ferris St
Grand Haven MI 49417
616-842-5852 ext. 5
Natalie Bekins, Executive Director: natalie.bekins@macd.org
Ben Jordan, Watershed Programs Coordinator: benjamin.jordan@macd.org
Sarah Bowman, Watershed & Conservation Specialist: sarah.bowman@macd.org
Alex Svoboda, RCPP Project Manager: alex.svoboda@macd.org

Total funding requested: $995,465

Project Description

The Ottawa Conservation District proposes to work collaboratively with Ottawa County Water Resources Commissioner and other partners to conduct surface water quality monitoring in lakes and streams across Ottawa County. Monitoring activities are proposed to occur over the next 5 years, but will continue well into the future. Monitoring data helps conservation organizations and land managers make informed decisions about where conservation practices are most needed and what types of practices are needed to address water quality concerns. This also helps to ensure that funding for water quality protection and restoration activities is spent efficiently and responsibly.

Introduction and Background

Ottawa County contains all or portions of four major watersheds: the Lower Grand River Watershed, the Kalamazoo River Watershed, the Macatawa Watershed and the Pigeon River Watershed (Figure 1). For purposes of this project, the majority of efforts will be focused in the Lower Grand, Pigeon and Macatawa Watersheds.

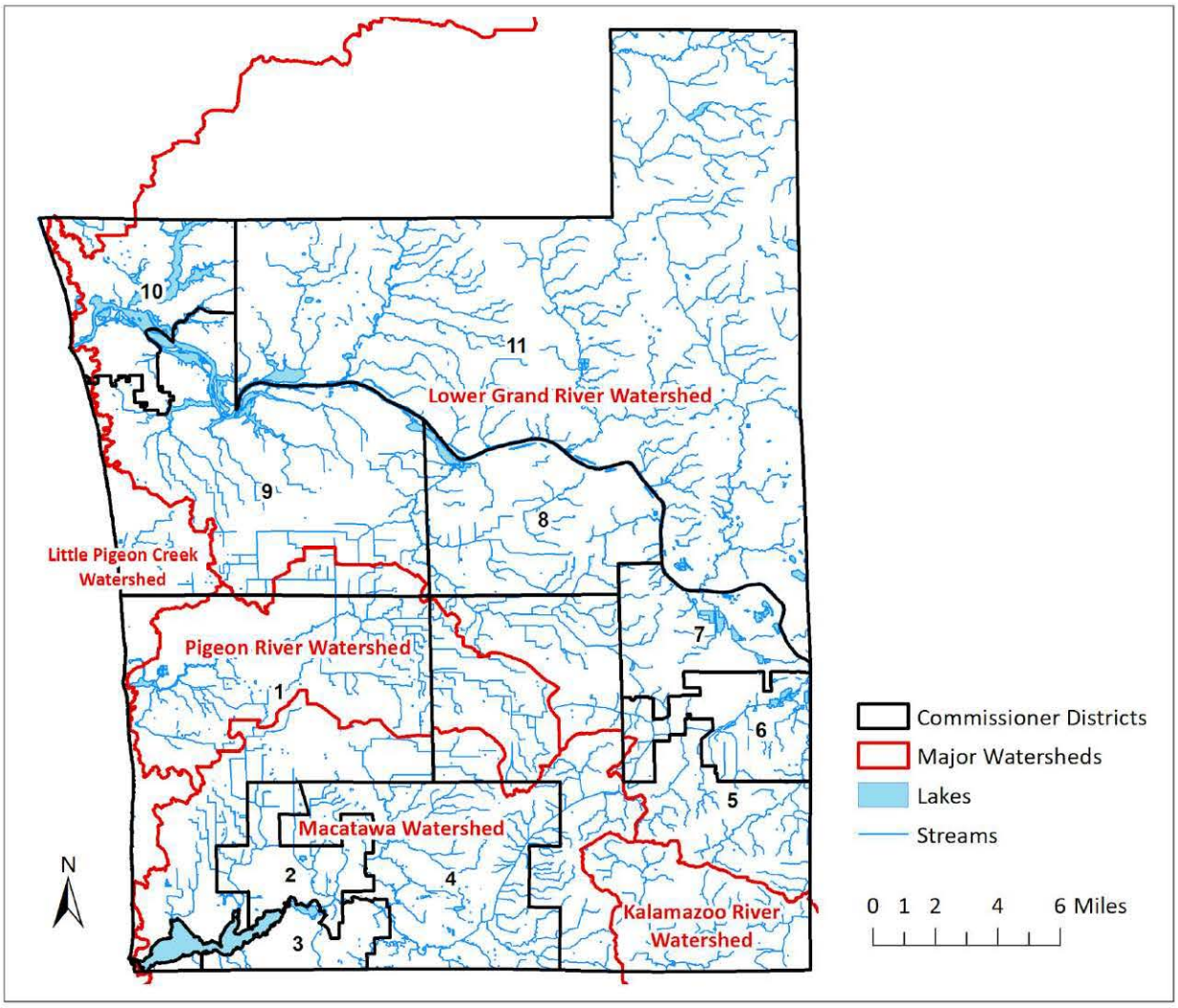

Figure 1. Watersheds in Ottawa County

All watersheds in Ottawa County contain water bodies that are subject to Total Maximum Daily Loads (TMDLs) for various pollutants (Figure 2). A comprehensive list is provided below organized by type and year the TMDL was issued:

Phosphorus - 2000: Lake Macatawa
Sediment (Biota)

- 2005: Sand Creek
- 2005: Bass River

Eschericia coli (E. coli)

- 2005: Bass River
- 2012: Deer Creek

Statewide *E. coli* - 2019

- Bosch & Hulst Drain (Macatawa Watershed)
- Macatawa Bay (Macatawa Watershed)
- Rush Creek (Lower Grand River Watershed)
- Ottawa Creek-Grand River (Lower Grand River Watershed)
- Lloyd's Bayou-Grand River (Lower Grand River Watershed)
- Headwaters Pigeon River (Pigeon River Watershed)
- South Branch Macatawa River (Macatawa Watershed)
- East Branch Rush Creek (Lower Grand River Watershed)

Statewide *E. coli* - 2020

- Middle Macatawa River (Macatawa Watershed)
- North Branch Macatawa River (Macatawa Watershed)
- Lower Macatawa River (Macatawa Watershed)
- Pine Creek (Macatawa Watershed)
- Black Creek (Kalamazoo River Watershed)
- North Branch Crockery Creek (Lower Grand River Watershed)
- Rio Grande Creek-Crockery Creek (Lower Grand River Watershed)
- Lawrence Drain-Crockery Creek (Lower Grand River Watershed)
- Crockery Creek (Lower Grand River Watershed)
- East Fork (Lower Grand River Watershed)
- Headwaters Sand Creek (Lower Grand River Watershed)
- Sand Creek (Lower Grand River Watershed)
- Jubb Bayou-Grand River (Lower Grand River Watershed)

Statewide *E. coli* - 2022: Pigeon River (Pigeon River Watershed)

Statewide PCB - 2017

- Pigeon River and Sawyer Creek (Pigeon River Watershed)
- Bass Creek (Grand River Watershed)
- Blendon and Olive Drain (Pigeon River Watershed)
- Black Creek (Kalamazoo River Watershed)
- Buck Creek and Sharps Creek (Grand River Watershed)
- East Branch Rush Creek (Grand River Watershed)
- Rush Creek (Grand River Watershed)
- Crockery Creek (Grand River Watershed)
- Rio Grande Creek (Grand River Watershed)
- Sand Creek (Grand River Watershed)
- Lake Macatawa (Macatawa Watershed)

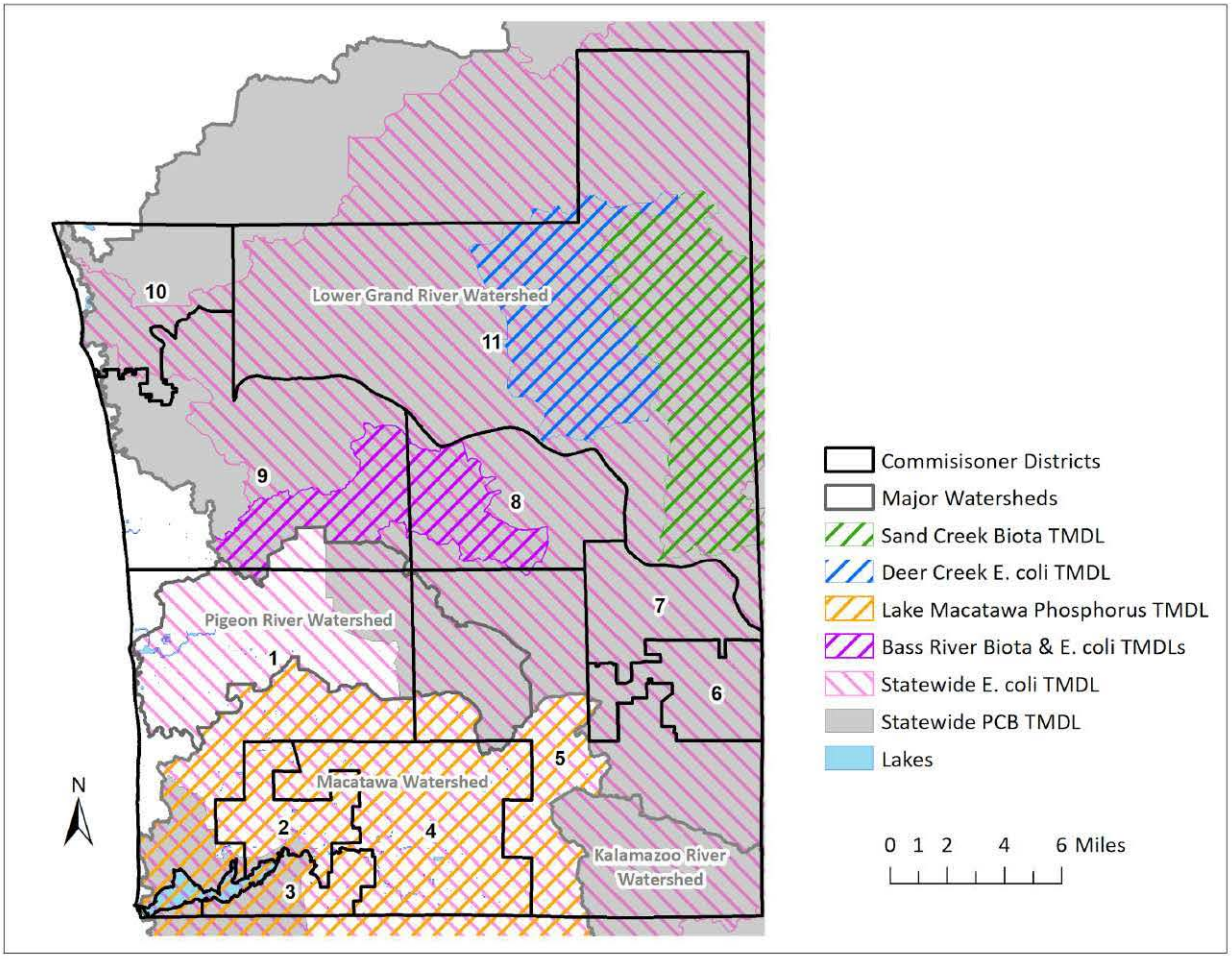

Figure 2. TMDLs in Ottawa County

Lower Grand River Watershed

The Lower Grand River Watershed covers 2,909 square miles, 18% of which is in Ottawa County. The land use (2006) is 51% agriculture, 24% forest/open land, 13% wetland/open water, and 12% urban[1]. The Lower Grand River, which flows through Ottawa County, is the largest major subwatershed, accounting for 42% of the watershed.

Numerous tributaries in the Lower Grand River Watershed are listed on the state of Michigan integrated report for not attaining water quality standards for various designated uses. In Ottawa County, Bass River is listed as impaired for the designated uses of warm water fishery and other indigenous aquatic life due to erosion/sedimentation. A TMDL for sediment was approved for Bass River in 2005[2]. Increased urbanization and residential development in the Bass River Watershed resulted in an altered hydrology

[1] Lower Grand River Organizations of Watersheds (LGROW). 2011. Lower Grand River Watershed Management Plan.

[2] Wuycheck, J. 2005a. Total Maximum Daily Load for Biota for the Bass River, Ottawa County. Surface Water Assessment Section, Water Bureau, Michigan Department of Environmental Quality.

(rapid runoff rates to streams) and increase in nonpoint source pollution runoff. Additionally, riparian vegetation losses have further contributed to stream instability and erosion/sedimentation.

Bass River also has an *E. coli* TMDL that was approved in 2005[3]. The primary source of pathogens appeared to be from agricultural land uses, which account for 52% of the land use. Secondary sources were identified as wild/domestic waterfowl and failing septic systems.

Beaver Creek, Deer Creek, and Little Deer Creek (Deer Creek Watershed) were approved for an *E. coli* TMDL in 2012[4]. Michigan EGLE's 2022 Integrated Report also lists this watershed as not meeting criteria for phosphorus and dissolved oxygen. The 2012 TMDL mentions an array of possible nonpoint sources of pollutants including failing septic systems, livestock/manure application, biosolids applications, and unregulated stormwater runoff. Monitoring data collected for the Deer Creek and Bass River and Bass Creek Watersheds confirm that *E. coli* is still a major issue.

Sand Creek is a trout stream and is listed as impaired for the designated use of cold water fishery due to excessive sedimentation and flashy stream flows. This is attributed to increased development and the associated increased runoff that is realized with impervious surfaces. A TMDL for sediment was approved for Sand Creek in 2005[5].

Pigeon River Watershed

The Pigeon River Watershed covers approximately 62 square miles, over 12 stream miles, and spans 7 townships in central Ottawa County. This watershed is mostly rural with no sizable urban population and consists mostly of agricultural land (76%) and forest/wetland (15%). Developed land makes up only 9% of the Pigeon River, but countywide development is increasing and will become more of a contributing factor to water quality concerns in the future. Historical land use change, hydrologic changes, and wetland loss are major issues in this watershed.

The Pigeon River was included in the Statewide *E. coli* TMDL in 2017[6] with major contributors being livestock, manure runoff, and failed on site disposal systems. Monitoring by the Ottawa Conservation District, as part of the development of the Pigeon River Watershed Management plan, has shown alarmingly elevated concentrations of *E. coli* throughout the main branch of the river, as well as several tributaries in the headwaters. Monitoring has also shown elevated chlorides, phosphorus, nitrogen, and total suspended solids. Sedimentation from streambank erosion, and erosion along roadside ditches and culverts is a major contributor to water quality degradation as well.

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[3] Alexander, C. 2005. Total Maximum Daily Load for *Escherichia coli* for the Bass River, Ottawa County. Surface Water Assessment Section, Water Bureau, Michigan Department of Environmental Quality.
[4] Ripple, M. 2012. Total Maximum Daily Load for E. coli in Deer, Little Deer, and Beaver Creeks. Surface Water Assessment Section, Water Resources Division, Michigan Department of Environmental Quality.
[5] Wuycheck, J. 2005b. Total Maximum Daily Load for Biota for the Sand Creek Watershed, Ottawa County/Kent County. Surface Water Assessment Section, Water Bureau, Michigan Department of Environmental Quality.
[6] Rippke, M. 2019. Michigan's Statewide E. coli Total Maximum Daily Load. Water Resources Division, Michigan Department of Environment, Great Lakes and Energy.

Macatawa Watershed

The Macatawa Watershed covers 175 square miles, 63% of which is in Ottawa County. Land use (2018) is 43% agriculture, 28% urban and 29% natural/forested and water/wetland. The watershed has lost over 85% of its wetlands and 75% of its forestland to agriculture and urbanization. From 1978 to 2009, urban land increased from 15% of the watershed area to 33%[7]. With this increase in urbanization came an increase in impervious surfaces, with most of the urbanized subwatersheds having more than 20% impervious surface cover[8]. An increase in impervious surfaces resulted in dramatic increases in the volume of stormwater runoff (89% on average from 1978 to 2005), which has resulted in a flashy stream system that is plagued by erosion and sediment laden flows during many rain or snowmelt events. Most peak flows have increased by more than 100% and runoff volumes in most subwatersheds have increased by over 75% since 1978[7].

This history of land use changes in the Macatawa Watershed has led to most of the tributaries being listed as impaired and not supporting water quality for a variety of uses, most commonly warm water fishery and other aquatic wildlife due to sedimentation and phosphorus. A phosphorus total maximum daily load (TMDL) was approved for Lake Macatawa in 2000[9]. The majority of the phosphorus load in Lake Macatawa, 90%, was determined to be from nonpoint sources.

The *Nonpoint Source Phosphorus Reduction Plan for the Macatawa Watershed* was developed and approved in 2000. Numerous efforts were made to reduce nonpoint sources of phosphorus throughout the watershed, but by 2008, water quality monitoring showed little improvement. The TMDL was renewed at that time and a process was started to update the plan. The *Macatawa Watershed Management Plan* was approved in 2012 and provides best management practice recommendations for reducing sediment and phosphorus loads from priority areas in the watershed, including recommendations for urban areas. Around the same time, the ODC Network launched Project Clarity, an initiative to accelerate restoration of the Macatawa Watershed. Much progress has been made to improve water quality, but Lake Macatawa is not meeting the phosphorus TMDL. Several tributaries in the Macatawa Watershed are also included in the statewide *E. coli* TMDL, but past restoration efforts have focused on addressing the primary concern of phosphorus. The ODC Network is currently in the process of updating the management plan again to refocus future restoration efforts.

Ottawa County Stormwater Permit

Since 2003, Ottawa County has been required by the US Environmental Protection Agency via the State of Michigan (Department of Environment, Great Lakes and Energy) to have a permit to discharge

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[7] Macatawa Area Coordinating Council (MACC). 2012. Macatawa Watershed Management Plan.
[8] Fongers, D. 2009. Macatawa Watershed Hydrologic Study. Hydrologic Studies Unit. Land and Water Management Division. Michigan Department of Environmental Quality.
[9] Walterhouse, M. 1999. Total Maximum Daily Load (TMDL) for Phosphorus in Lake Macatawa. Great Lakes and Environmental Assessment Section, Surface Water Quality Division, Michigan Department of Environmental Quality.

stormwater from their municipal separate storm sewer system (MS4) into Waters of the State[10]. Ottawa County and other municipalities within the Macatawa Watershed elected to work cooperatively with assistance from the Macatawa Area Coordinating Council to meet permit goals. There have been many program changes throughout the years, but Ottawa County continues to work cooperatively with Macatawa Watershed permittees, currently under the guidance of the ODC Network. Ottawa County also collaborates with the Lower Grand River Organization of Watersheds (LGROW) to help meet certain permit goals within the Lower Grand River Watershed.

One requirement of the stormwater permit is that the County participates in TMDL monitoring and implementation of best practices to reduce TMDL pollutants from municipal activities. Much of TMDL monitoring and implementation is carried out by partner agencies including the Ottawa Conservation District, ODC Network and LGROW. However, monitoring for permit compliance is typically outside the scope of these existing TMDL monitoring programs. Standard TMDL monitoring tests stream and lake water whereas MS4 TMDL monitoring must test stormwater. Furthermore, as a permit requirement, TMDL monitoring is not eligible to receive state or federal funding.

Additional stormwater permit requirements include public participation, public education and outreach, screening for and eliminating illicit discharges, controlling runoff from construction sites, regulating runoff from permitted developments, following pollution prevention and good housekeeping practices at County-owned facilities (including those in right-of-ways), and inspecting and maintaining all components of the storm sewer system. More detailed information can be provided if needed by the Ottawa County Water Resource Commissioner's Office.

Project Goals and Objectives

The overarching goal of this project is to protect and improve surface and groundwater quality in Ottawa County. The primary objective is to enhance existing water quality monitoring efforts managed by the Ottawa Conservation District and partners over the next 5 years

This project will enhance and increase existing efforts to monitor and improve water quality that are currently limited due to lack of adequate funding. Both the Ottawa Conservation District and ODC Network are experts in Ottawa County when it comes to evaluating, protecting and managing the County's water resources. However, despite being well qualified and highly motivated to do this work, both organizations lack funding to fully address the needs of the County's watersheds. The Ottawa Conservation District and ODC, to the best of their ability, will work with the County to identify appropriate ways to leverage County funding to seek state, federal or other grant funding to help meet the project goal and objectives.

The data collected as part of monitoring is invaluable for making management decisions to improve and protect water quality now and for future generations. Water quality data helps decision makers prioritize where it makes the most sense, both environmentally and economically, to target conservation and

[10] Available online at https://www.the-macc.org/stormwater

restoration efforts. Data is the backbone of a watershed management plan, which is a guiding document that outlines problems and solutions to protect, enhance and improve watersheds. The majority of the watersheds in Ottawa County have a management plan or are part of a larger management plan. Some of these plans are aging and new data is needed to help gauge the current status of water quality and guide future solutions.

As valuable as water quality data is for plan development and decision making, it is also important to recognize that all data is a snapshot in time. A single data point is not representative of overall water quality, only of the conditions on that particular day, at that particular time, compounded by external factors such as weather and land use. The more data points collected over time, the more we can start to see trends and recognize the impacts of external factors.

Water Quality Monitoring

Total funding requested: $995,465.00 (split over 5 years)

The Ottawa Conservation District (OCD) and partners will conduct water quality monitoring in various watersheds in Ottawa County. OCD's work will focus on the Pigeon River, tributaries of the Grand River including Bass River, Deer Creek, Sand Creek, Crockery Creek, and several lakes (Spring Lake, Crockery Lake and Little Black Lake). Other partners will be contracted to work in Lake Macatawa and its tributaries and Rush Creek. A detailed 5-year plan with more detail about the type of monitoring that will be conducted is provided in Attachment 1. A 5-year timeline is provided in Attachment 2. A detailed task-oriented action plan that includes timing and specific deliverables is provided in Attachment 3. Maps of sampling locations are provided in Attachment 4.

Based on the nature of the work, some tasks will be subcontracted to other qualified partners that the OCD is currently working with. In particular, this will include sample collection and all processing of lab tests. The majority of testing will be completed by highly qualified local universities. Other partners will be subcontracted to do specific monitoring in specific watersheds. Subcontracts will be maintained and monitored by the OCD.

Water quality monitoring will occur at various stream, lake and stormwater outfall access sites, typically at public parks or at road-stream crossings within Ottawa County or Ottawa County Road Commission right-of-ways. Samples and the resulting data will be associated with the stream and surrounding land uses, but will not be correlated with specific landowners. Data may be used to target outreach to landowners upstream of high pollutant concentrations to invite them to consult with the OCD or other conservation partners to voluntarily address pollution issues on their property. Data directly related to TMDLs will be shared with EGLE to demonstrate progress toward meeting TMDL goals. Compliance with TMDLs is not mandatory for non-point sources of pollutants (including agricultural runoff). EGLE will not use data to pursue compliance actions against private landowners unless that private landowner is in violation of a permitted point source discharge (typically industrial or municipal wastewater). If any pollution is discovered during monitoring that is considered an illicit discharge according to state and

local regulations, OCD staff will report the pollution to the appropriate local authority, typically the Ottawa County Water Resources Commissioner's office, to pursue appropriate and legal investigation, enforcement and cleanup actions.

Organizational Qualifications

The Ottawa Conservation District (OCD), the first conservation district to be established in Michigan, has been providing natural resource management assistance to all landowners in Ottawa County since 1938. The OCD is a local government entity administered by a publicly elected board of directors. The OCD, with a staff of 14, currently manages and provides the following programs and services to Ottawa County landowners: Michigan Agriculture Environmental Assurance Program, Michigan On-Farm Produce Safety, Forestry Assistance Program, Farmland and Water Quality Conservation Initiative, Watershed Nonpoint Sources Pollution Programs, West Michigan Cooperative Invasive Species Management Area, Critical Dune Area Vegetation Assurance Assistance, and Outreach and Education Events. See Attachment 5 for detailed information about the OCD.

Budget Summary

Total Monitoring Budget: $995,465
See detailed budget chart in Attachment 6.

Staffing
$205,920 is requested to support staffing expenses for existing OCD staff. This includes time to collect and process samples, conduct field inventories, and administrative support. This amount includes base salary and benefits.

Supplies and Equipment
$199,050 is requested to purchase equipment necessary for collecting water quality samples and conducting field inventories. This includes stream gauges, water quality monitoring sondes, EnviroDIY sensors, waders, sampling supplies (gloves, markers, labels, containers, ice packs, etc.), backpack electrofishing shockers, and supplies to support macroinvertebrate monitoring and road-stream crossing inventories. In addition, funding will include the purchase of an in-lake water quality monitoring buoy to be deployed in lake Macatawa.

Prior to making any purchases, OCD staff and project partners will seek quotes from multiple companies for the monitoring equipment (gauges, sondes, shockers, and monitoring buoy). Preference will be given to lowest cost provided that monitoring objectives are met. Preference will also be given to sourcing as many supplies and equipment locally as opposed to purchasing from out of state or international companies.

Travel

$11,135 is requested to cover mileage that will be incurred by OCD staff collecting samples, conducting field inventories and completing other tasks as described in the work plan. This amount is based on an estimated 17,000 miles driven over the 5 years at the current federal mileage rate of 0.655.

Subawards - $468,750

The OCD will provide subawards to partnering organizations to provide various monitoring services.

- $365,000 for laboratory analysis. This may include, but is not limited to sample collection, handling and processing; laboratory processing of samples; data interpretation; report preparation; attending stakeholder meetings to present results; and assisting with the development of a monitoring dashboard.
- $93,750 to the ODC Network to collect samples and assist with monitoring efforts in the Rush Creek Watershed. This will include, but is not limited to, salary and benefits, mileage, and small incidental expenses like printing and purchasing office supplies.
- $10,000 to the Careerline Tech Center to support and expand a student monitoring program in the Pigeon River Watershed. This will fund the purchase of monitoring equipment (sampling bottles, testing kits/strips, waders, d-nets, macroinvertebrate collection supplies, etc), sample analysis as needed, and other material support as needed. This program will give students hands-on scientific experience with sampling technique, methodology, and quality control procedures, and is expected to continue during and after the 5 year contract expires.

Other Expenses

$60,000 is requested to fund regular and ongoing maintenance of equipment. Maintenance includes equipment calibration, cleaning, repairs, and data processing.

Administrative Expenses

OCD is requesting 10% of the modified total direct costs, $50,610, to cover administrative expenses. Modified direct total costs include direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (State of Michigan definition). This is a standard contract fee charged to cover administrative expenses like office space, utilities, accounting, audits, legal fees, and office supplies.

Accountability and Reporting

The OCD has experienced staff and capacity to start implementing the goals and objectives of this project as soon as funding is approved. OCD has extensive experience managing grant funded projects, which includes tracking staff time, tasks completed, maintaining accurate records, preparing and tracking budgets, and compiling reports. As part of this project, OCD will prepare and submit to the County annual budget reports along with a narrative of activities and summary of data collected. Template budget and narrative reporting forms will be created and provided as exhibits to the final contract. If desired, annual presentations can also be provided to the Ottawa County Board of Commissioners.

OCD is willing and able to enter into an agreement with Ottawa County Water Resources Commissioner to affirm commitment to executing this project and maintaining accountability. A draft contract is provided in Attachment 7.

Furthermore, in the spirit of transparency and accountability to Ottawa County residents, OCD will share project updates as appropriate via newsletters and social media. This material, or other as requested, will also be provided to Ottawa County to share as desired.

5 year monitoring plan

Pigeon River (statewide *E. coli* TMDL – known elevated levels - Pigeon River WMP)

1. *E. coli* monitoring in 2024 and 2027
    a. 15 sites x 5 weeks (roughly 500 samples total)
    b. Microbial Source Tracking
2. Nutrients in 2024 and 2027
    a. Standard nutrient tests: chloride, total phosphorus, nitrate/nitrite, ammonia, total Kjeldahl nitrogen
3. Additional sampling
    a. P51 biological/fish survey 2024 and 2027
    b. Macroinvertebrate, stream habitat and culvert assessments
    c. Tile drain outlet sampling

Bass River and Deer Creek (*E. coli* TMDLs, Biota TMDL)

1. *E. coli* in 2025 and 2028
    a. 25 sites x 5 weeks
    b. Microbial Source Tracking
2. Nutrients 2025 and 2028
    a. Standard nutrient tests: chloride, total phosphorus, nitrate/nitrite, ammonia, total Kjeldahl nitrogen
3. Additional sampling
    a. Culvert inventory in 2023 and 2024
    b. Tile drain outlet sampling
    c. Agriculture and tillage survey

Sand Creek and Crockery Creek

1. *E. coli* in 2025 and 2028
    a. 25 sites x 5 weeks
    b. Microbial Source Tracking
2. Nutrients 2025 & 2028
    a. Standard nutrient tests: chloride, total phosphorus, nitrate/nitrite, ammonia, total Kjeldahl nitrogen
3. Additional sampling
    a. Culvert inventory in 2024 and 2025
    b. Tile drain outlet sampling
    c. Agriculture and tillage survey
    d. P51 biological/fish survey 2024 % 2027
    e. Macroinvertebrate, stream habitat and culvert assessments

ATTACHMENT 1

Lake Management Plans (Spring Lake, Crockery Lake, Little Black Lake)

1. Monitoring associated with developing Lake Management plans
    a. Nutrient and *E. coli* analysis
    b. Agriculture and tillage surveys, inlet/outlet inspections and culvert assessments -
    c. Shoreline surveys
    d. P51 biological/fish surveys and macroinvertebrate and stream habitat

Macatawa River and Lake Macatawa (Phosphorus TMDL, Statewide *E. coli* TMDL, MS4 urbanized area)

1. Phosphorus – annual (also includes nitrogen, chloride and other standard parameters)
    a. Hope College GWRI – every 2 weeks year-round - 10 sites
    b. GVSU AWRI – monthly, spring-fall– 5 in-lake locations, plus fish survey 1x/year
2. *E. coli* – 2024 and 2027 (for MS4 compliance)
    a. 10 sites x 5 weeks
3. Stream gauges
4. Sondes - movable sondes with remote data upload
5. In-lake water quality monitoring buoy

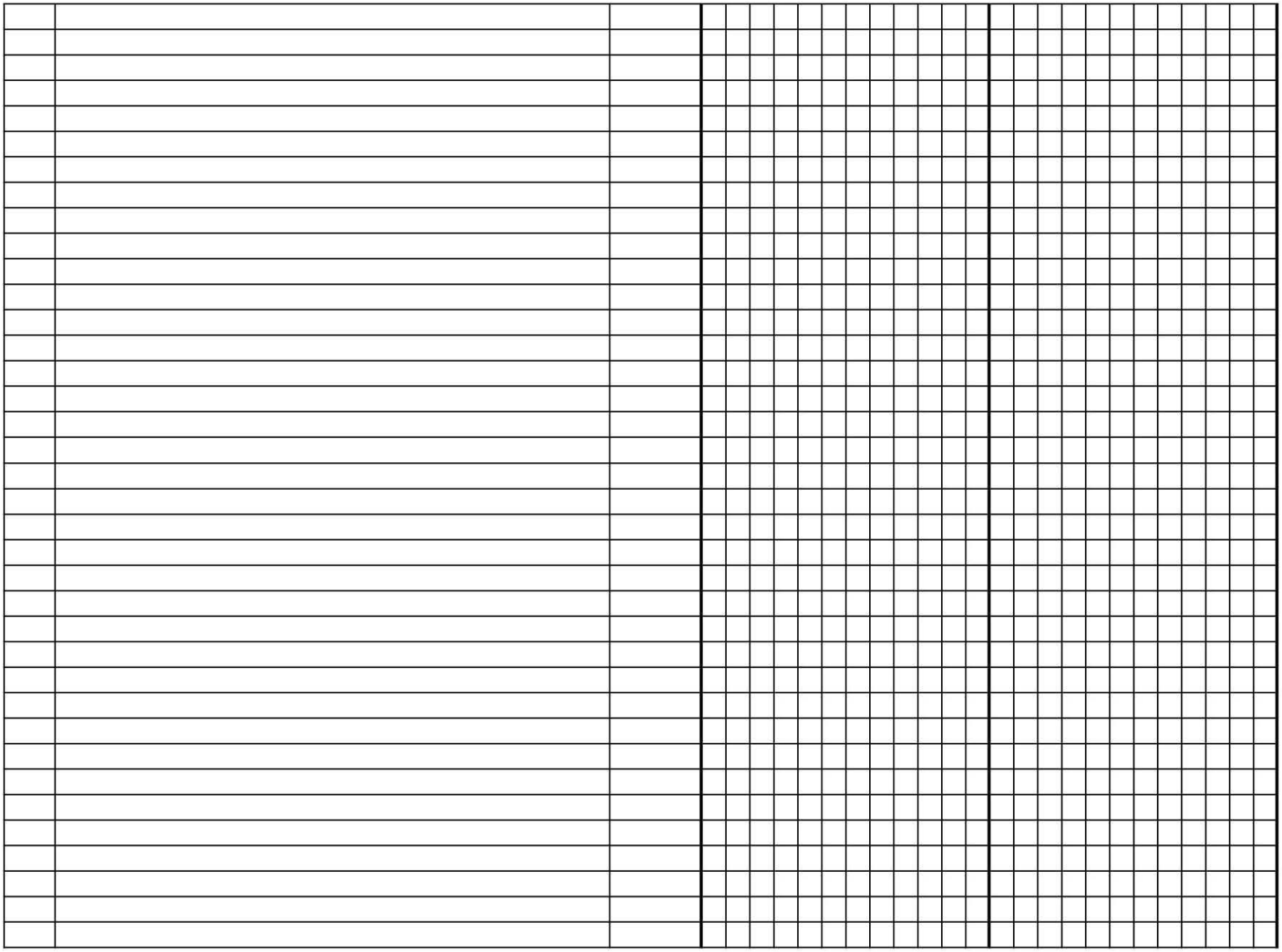
Rush Creek (Statewide *E. coli* TMDL, MS4 urbanized area)

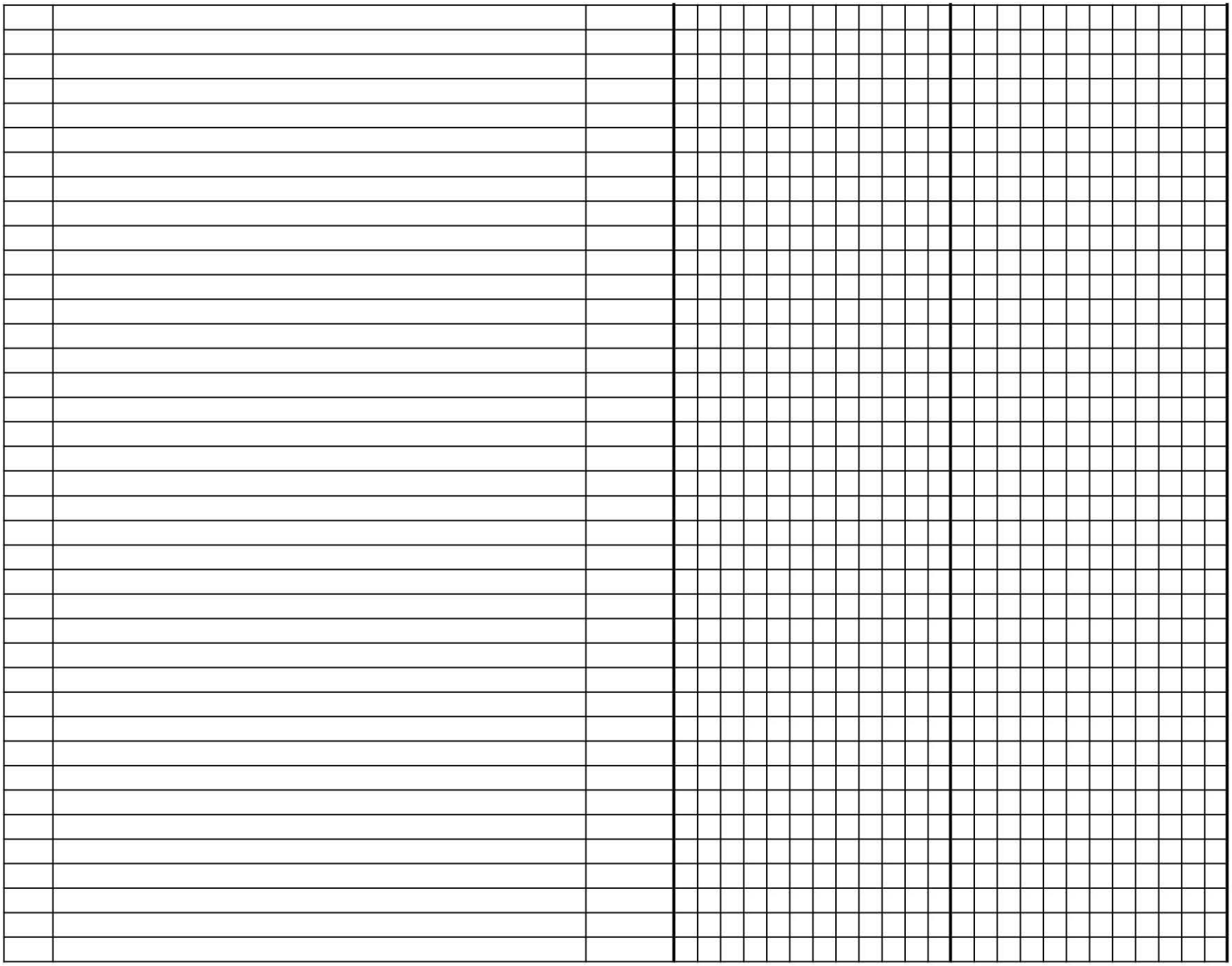
1. *E. coli* – 2024 and 2027 (for MS4 compliance)
    a. 10 sites x 5 weeks
2. Chloride – annual, monthly
3. EnviroDIY monitoring stations - 10 stations
4. Wages and mileage to collect samples, perform maintenance

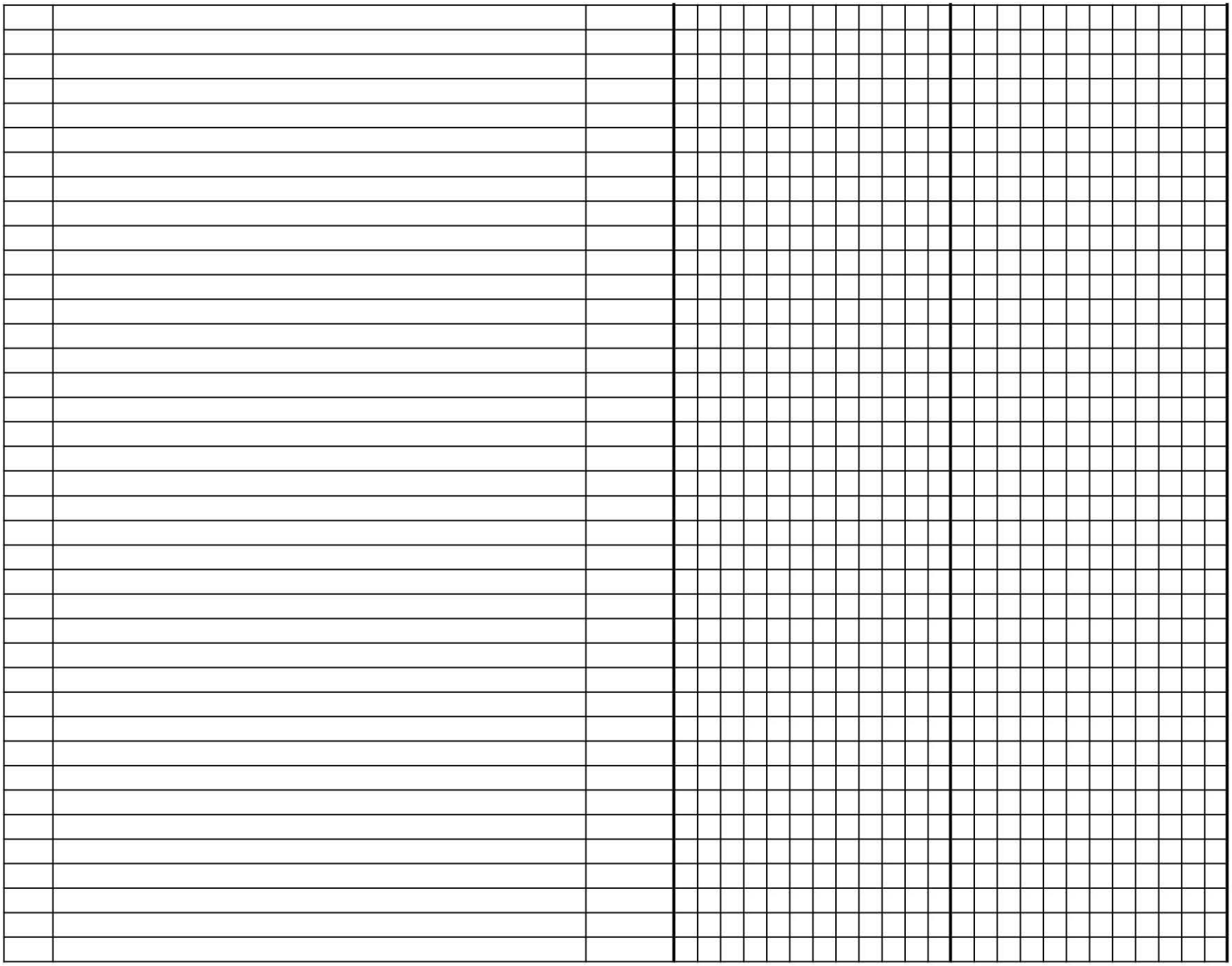
Direct Drainage to Grand River (Statewide *E. coli* TMDL, MS4 urbanized area)

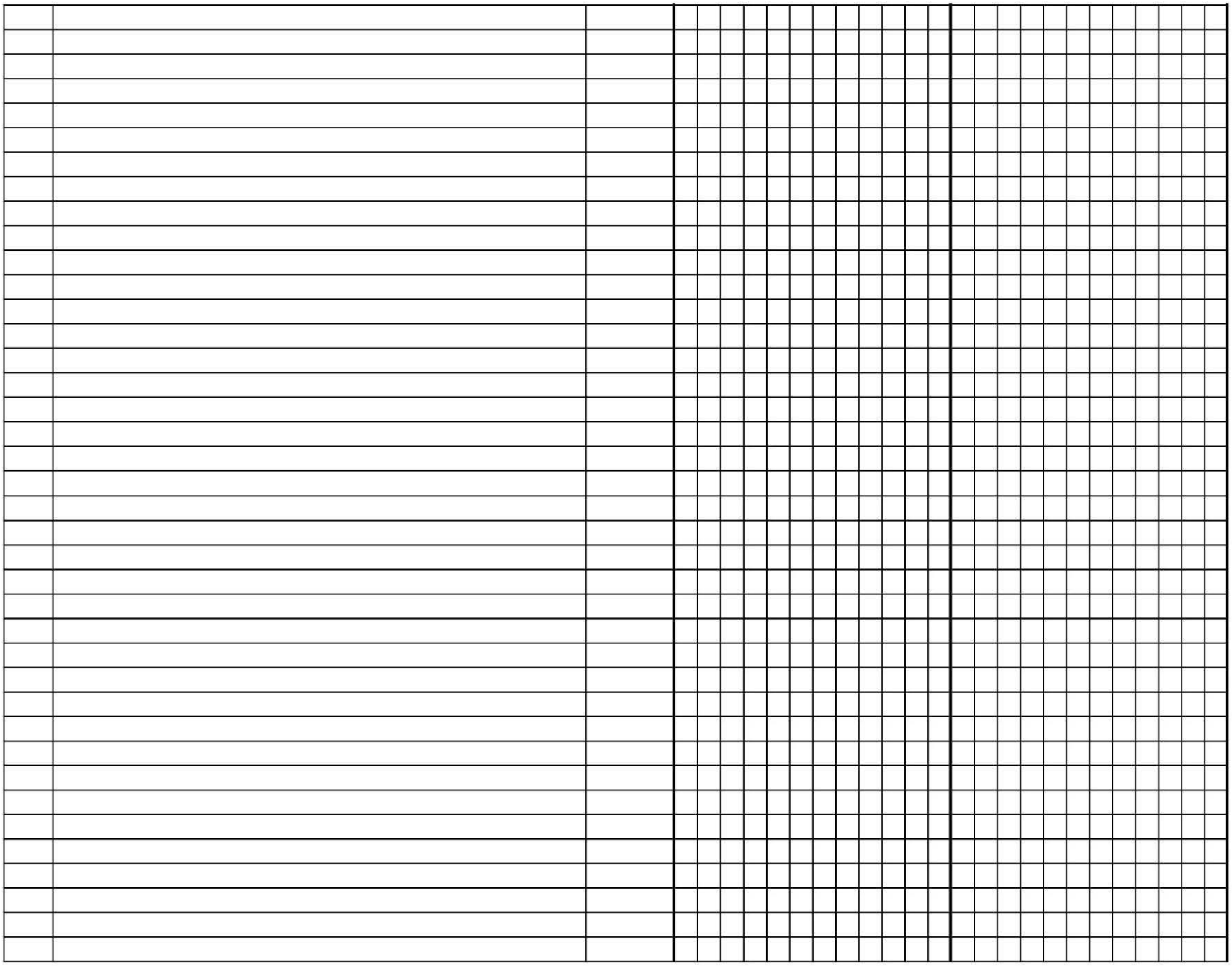
1. *E. coli* – 2025 and 2027 (for MS4 compliance)
    a. 3-5 sites per watershed x 5 weeks
2. Nutrients 2025 & 2028
    a. Standard nutrient tests: chloride, total phosphorus, nitrate/nitrite, ammonia, total Kjeldahl nitrogen
3. Additional sampling
    a. Macro/fish surveys scattered throughout 2025-2028
    b. Ag/tillage surveys & general inventory surveys as needed from 2024-2027
    c. Limited road stream crossing surveys from 2025-2029

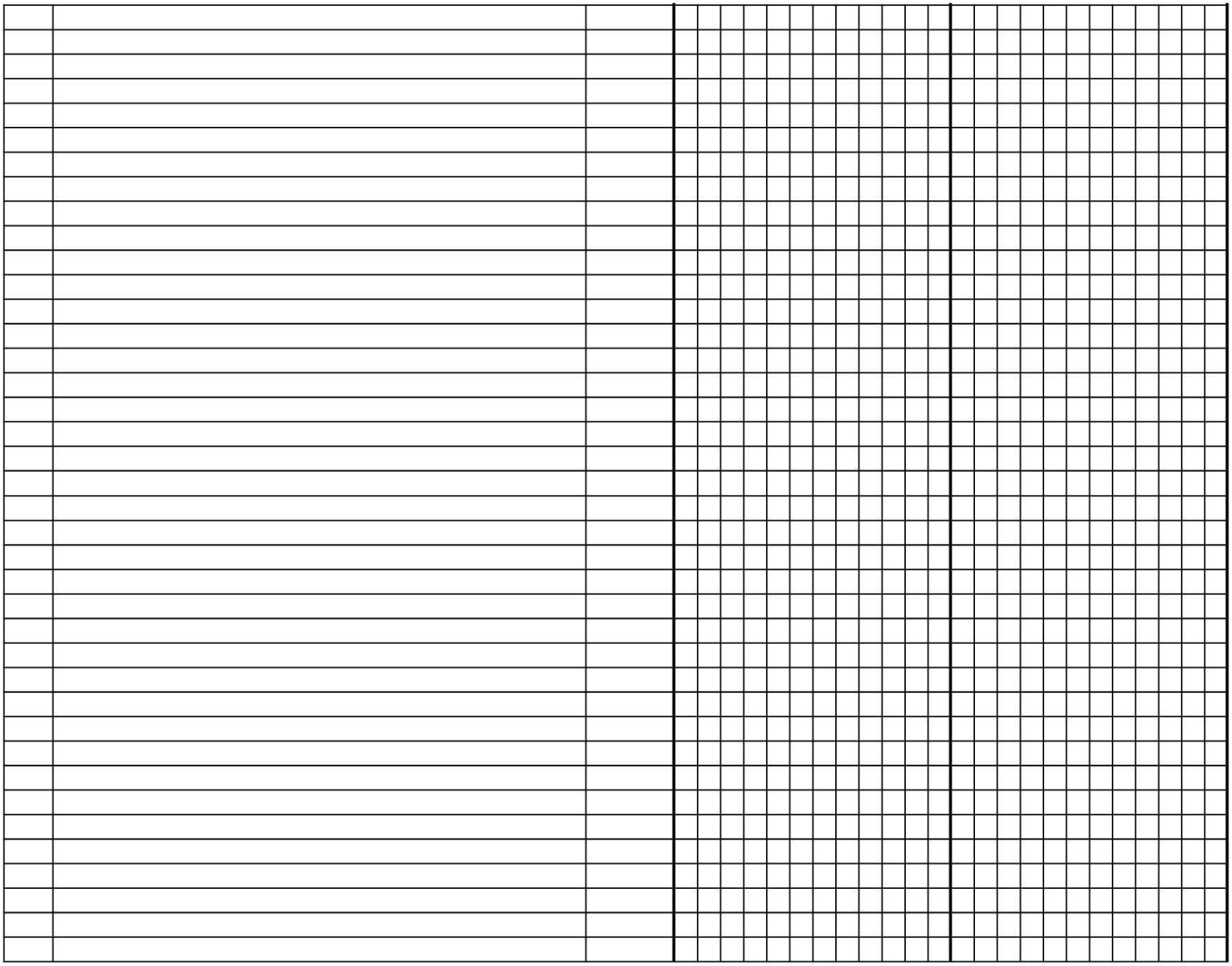
No.	Deliverables and Tasks		2024				2025				2026				2027				2028				2029			
		Quarter	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1.0	***E. coli & Nutrient Monitoring***																									
1.1	E. coli & Nutrient Monitoring (5 weeks) in Bass/Deer				■	■											■	■								
1.2	E. coli & Nutrient Monitoring (5 weeks) in Sand/Crockery												■	■											■	■
1.3	E. coli & Nutrient Monitoring (5 weeks) in Pigeon River								■	■											■	■				
1.4	Monitoring on direct drainage (to grand river) Huc 12's							■	■								■	■								
1.5	Spring Lake, Crockery Lake, and Little Black Lake				■				■								■				■					
1.6	E. coli in Rush and Macatawa			■	■	■											■	■								
1.7	Phosphorus monitoring - Lake Macatawa			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
1.8	Chrloride monitoring			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2.0	***Macro, Fish Habitat, & Fish Surveys***																									
2.1	Macro/Habitat assessments for Sand & Crockery Creek			■	■	■		■	■																	
2.2	Fish Surveys for Sand/Crockery							■	■			■	■													
2.3	Limited surveys for direct drainage HUC 12's								■	■			■				■	■			■	■				
2.4	Spring, Crockery, and Little Black Lake				■	■			■				■													
3.0	***Additional Water Quality Monitoring***																									
3.1	Purchase and deploy stream guages, sondes, Enviro DIY, Buoy			■	■																					
3.2	Data collection, monitor & maintain			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
3.0	***Roadstream Crossing Inventory/Streambank Assessments***																									
3.1	RSX inventory for Crockery Creek			■	■	■		■	■																	
3.2	RSX inventory for Bass River & Deer Creek								■	■		■	■				■	■								
3.3	RSX inventory for drect drainage (Bayou's, Ottawa Creek)									■		■	■	■		■	■	■		■	■	■		■	■	■
4.0	***Ag/tillage and watershed inventories***																									
4.1	Ag/tillage survey (Fall tillage/spring residue) Bass/Deer				■			■		■		■									■			■		
4.2	Ag/tillage for Sand/Crockery				■			■									■			■						
4.3	Watershed inventories for each watershed/lakes			■				■	■			■	■			■	■									
5.0	***Lake Management Plans***																									
5.1	Additional inventories and monitoring			■				■	■			■	■													
5.2	Compilation of data and writing of Lake management plans				■	■			■	■			■	■	■											
5.3	Submission of drafts, review, final approvals							■	■				■	■			■	■								
6.0	***Reporting and evaluation of results***																									
6.1	Quarterly reports- financials, deliverables, project updates			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
6.2	Dissemenation of monitoring results				■				■				■				■				■					■
6.3	Analysis of results and planning for targeted BMPs			■	■			■	■			■	■			■	■			■	■			■	■	
6.4	Planning for next 5yr plan (funding dependent)																					■	■	■	■	

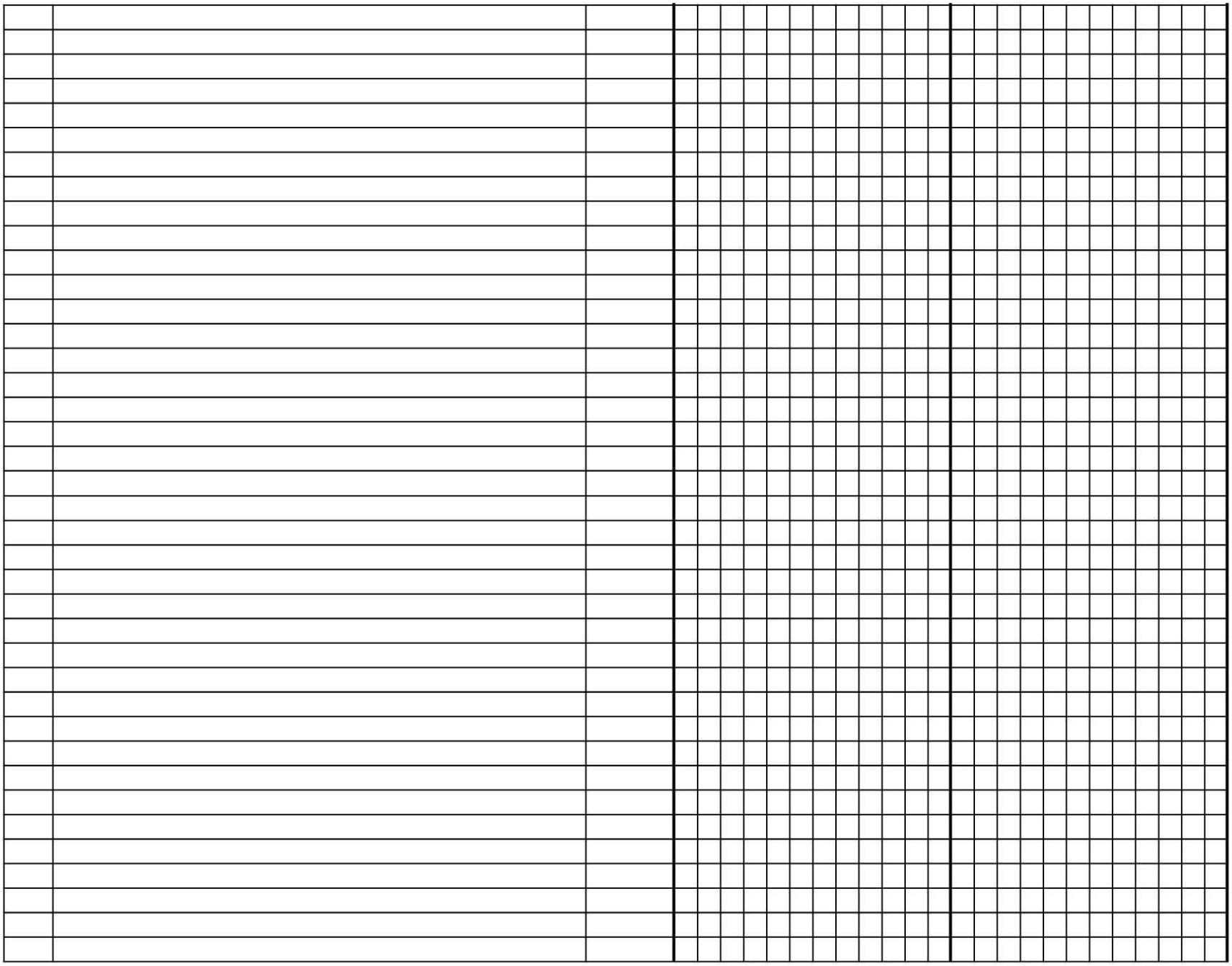


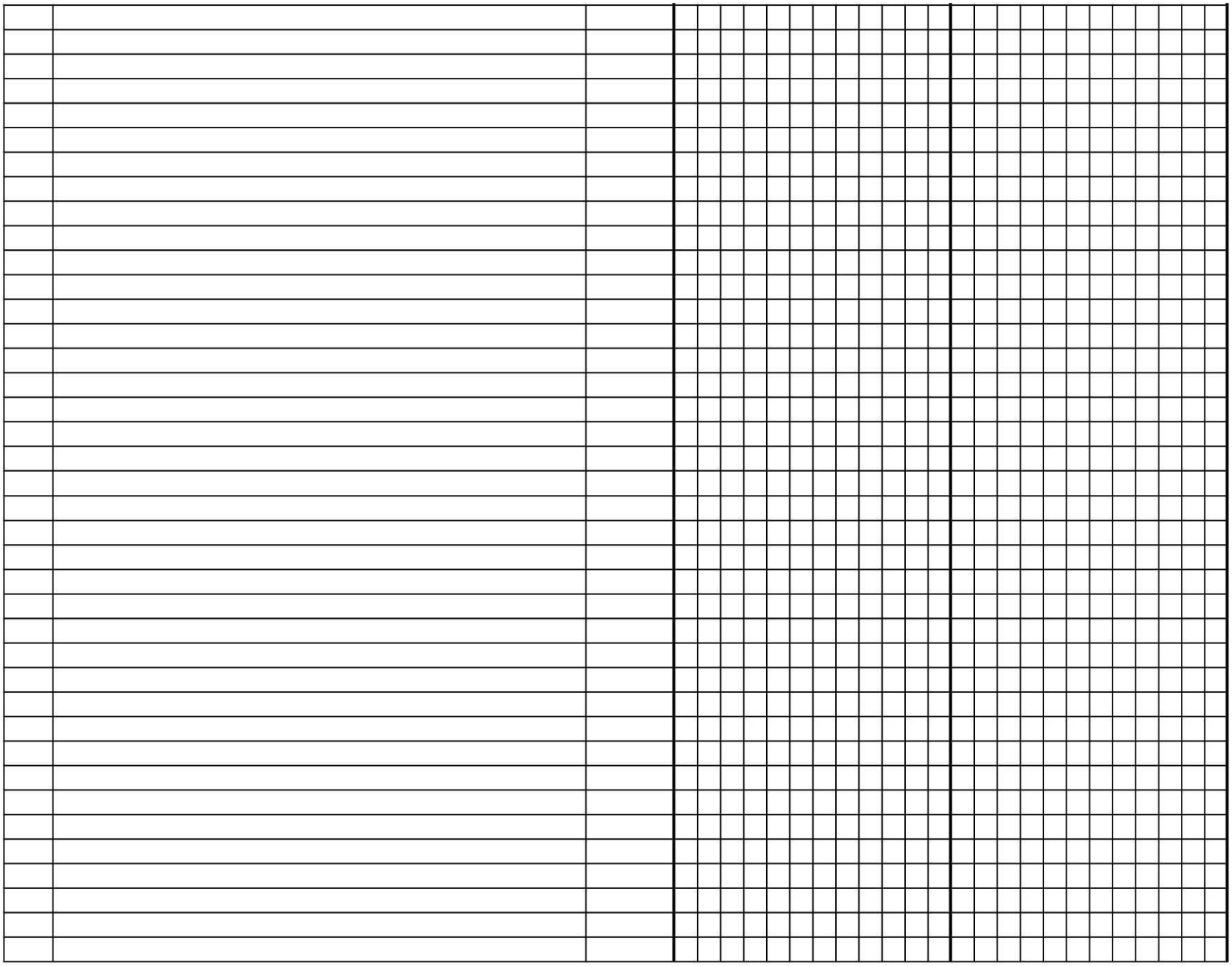


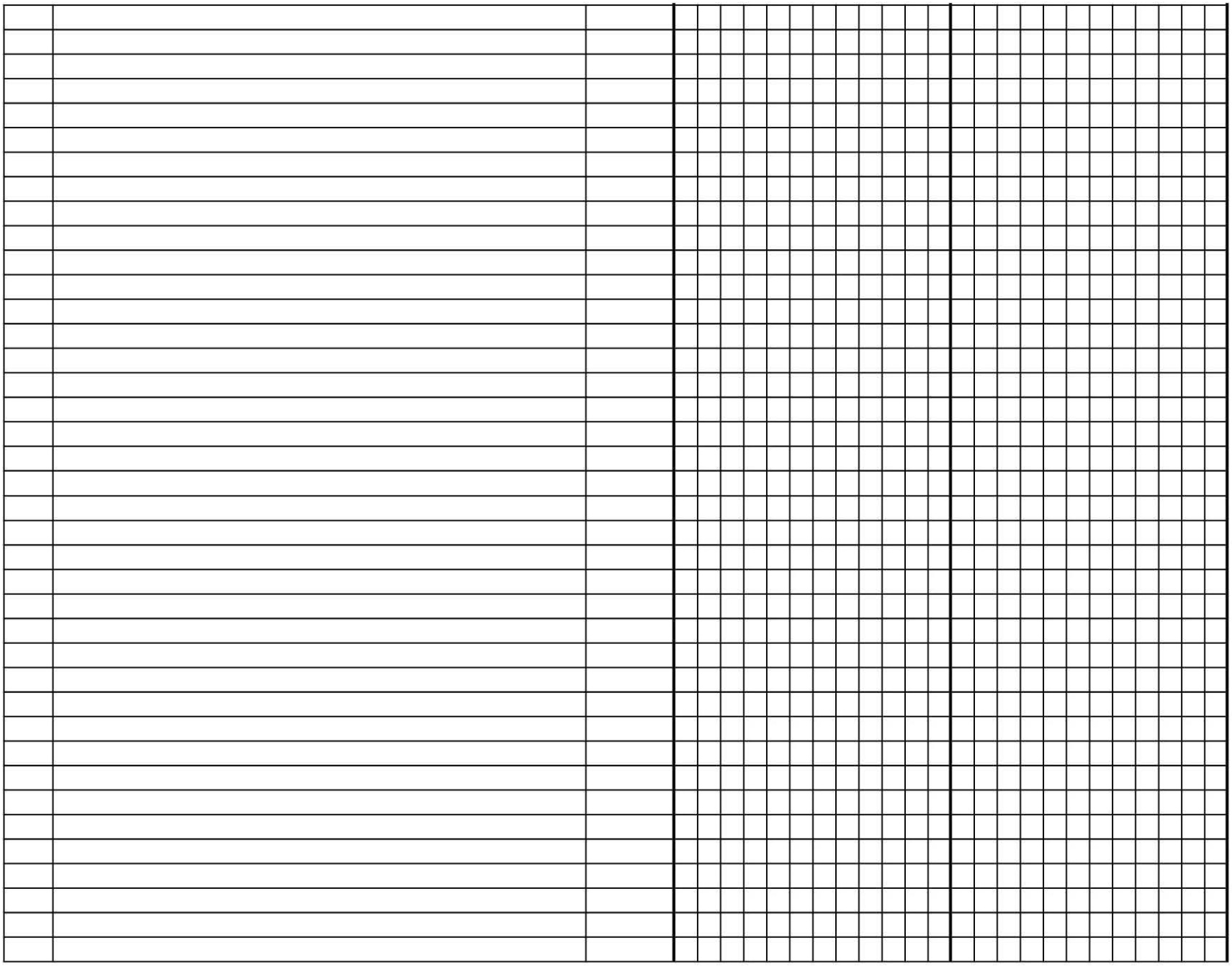


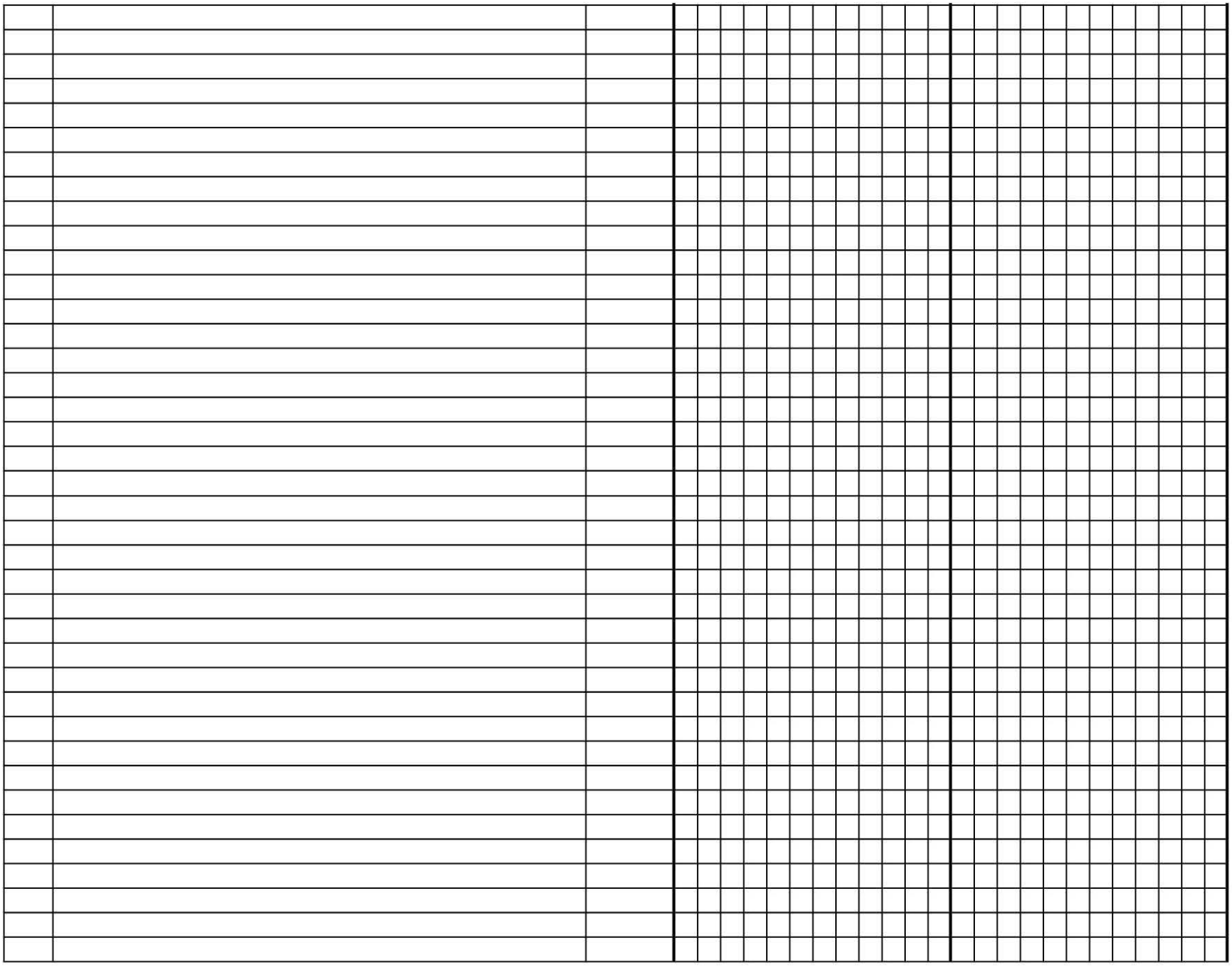


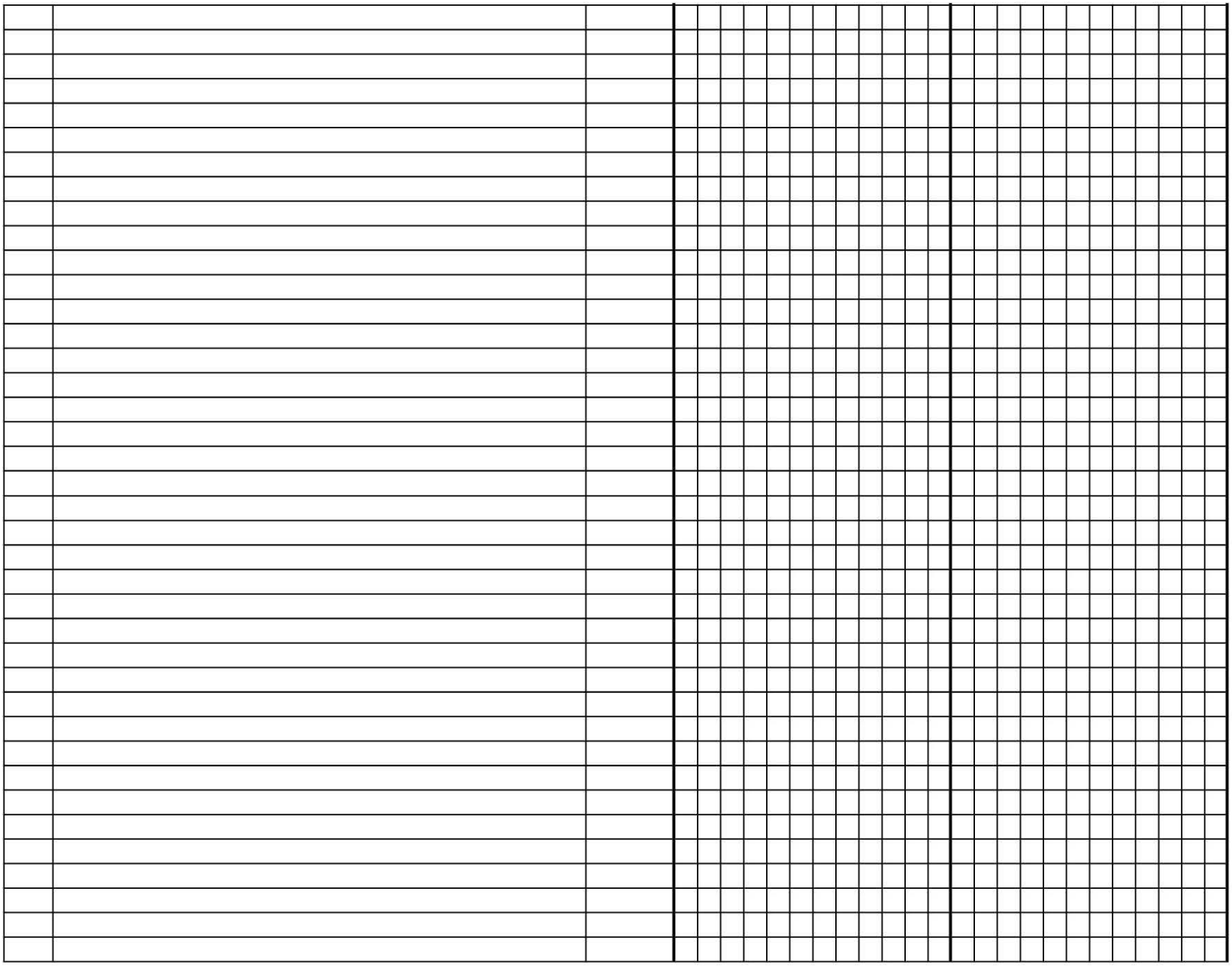


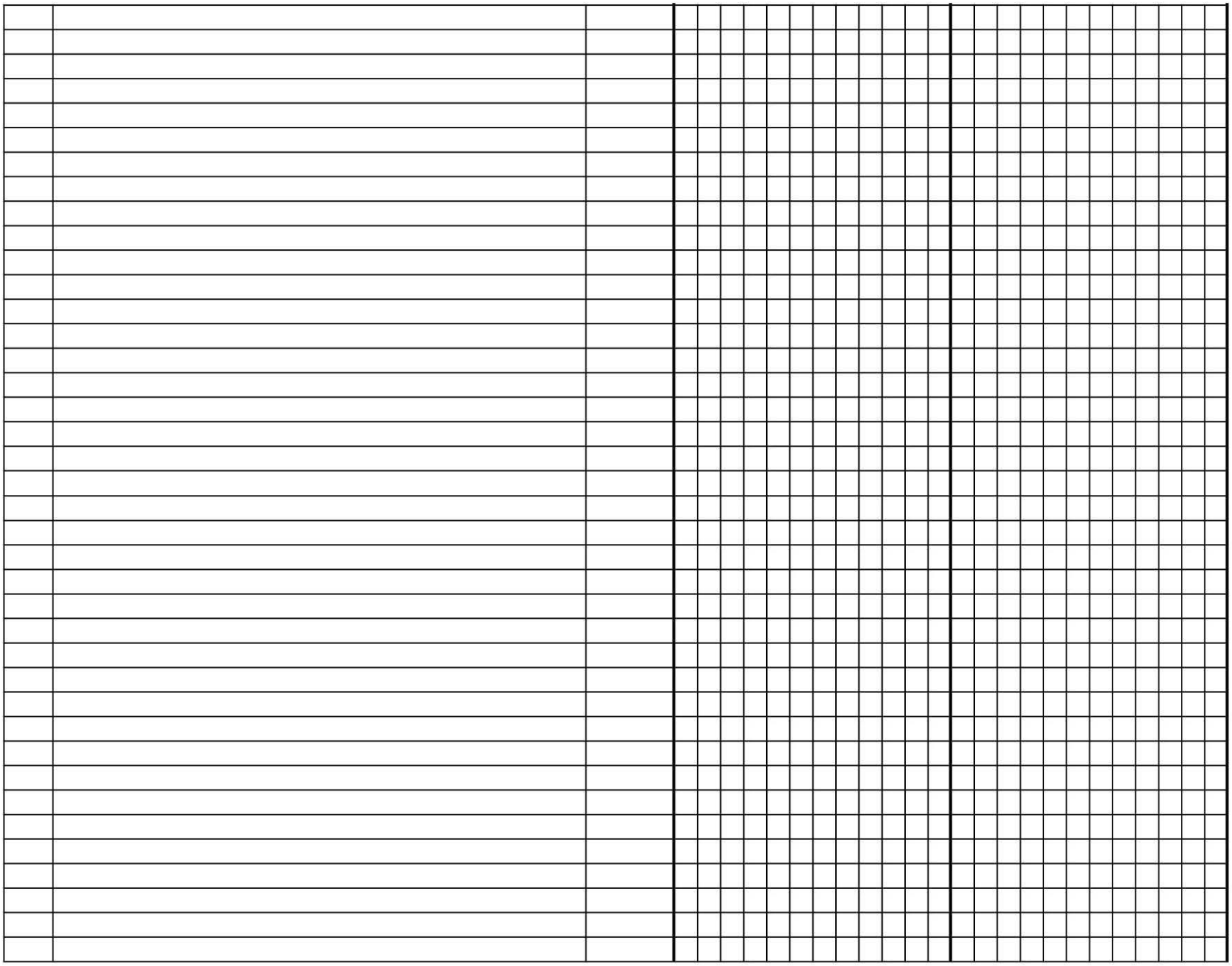


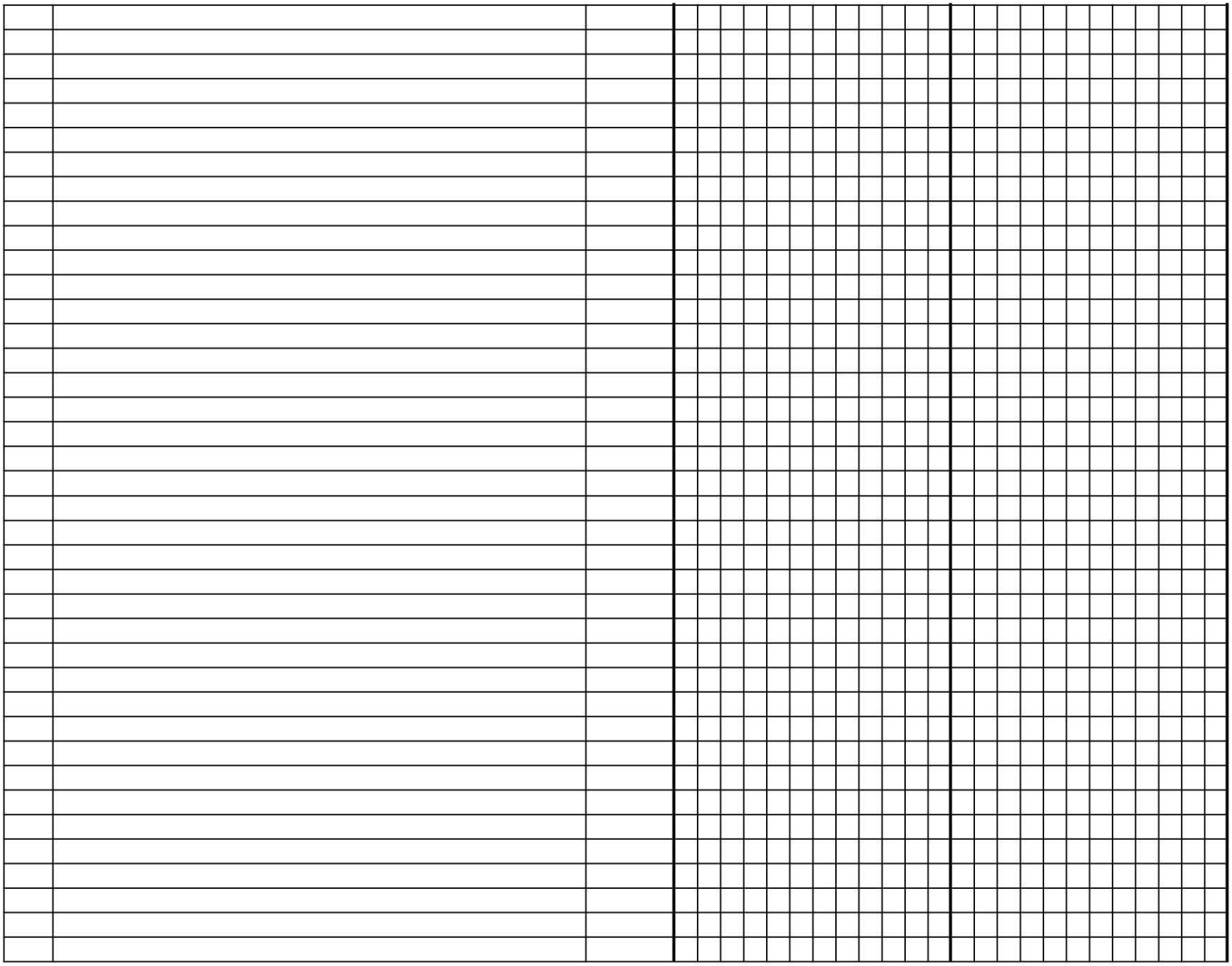


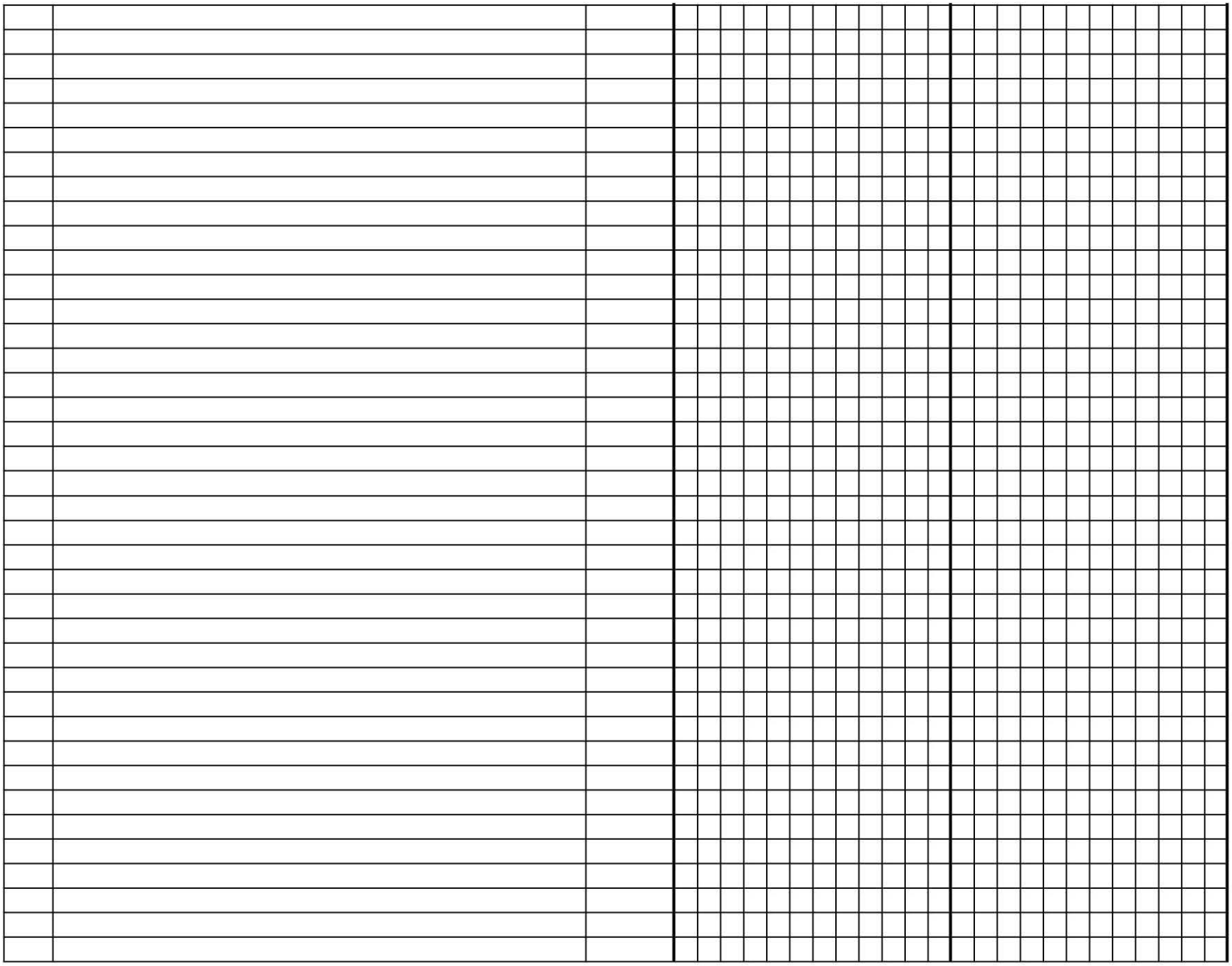


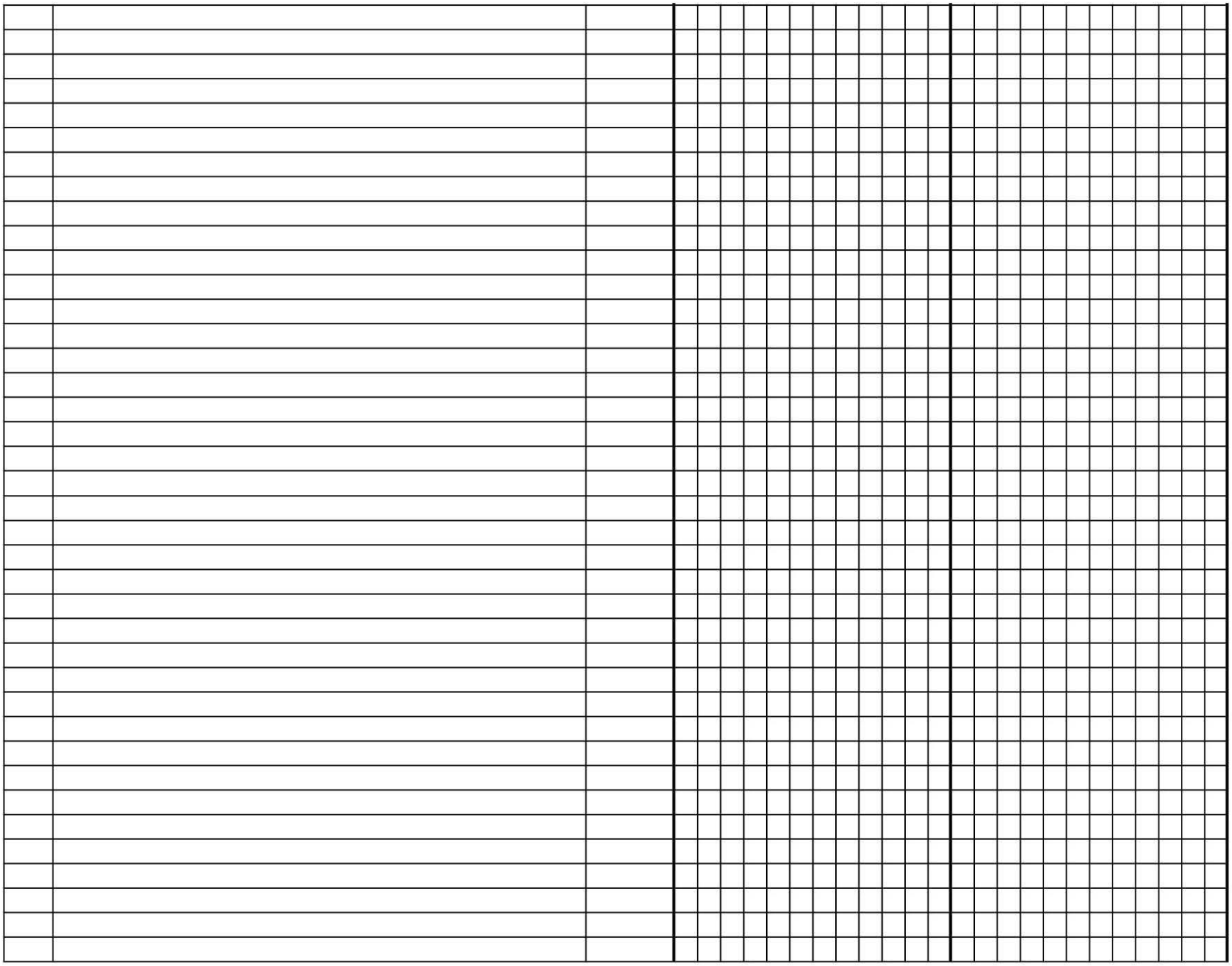


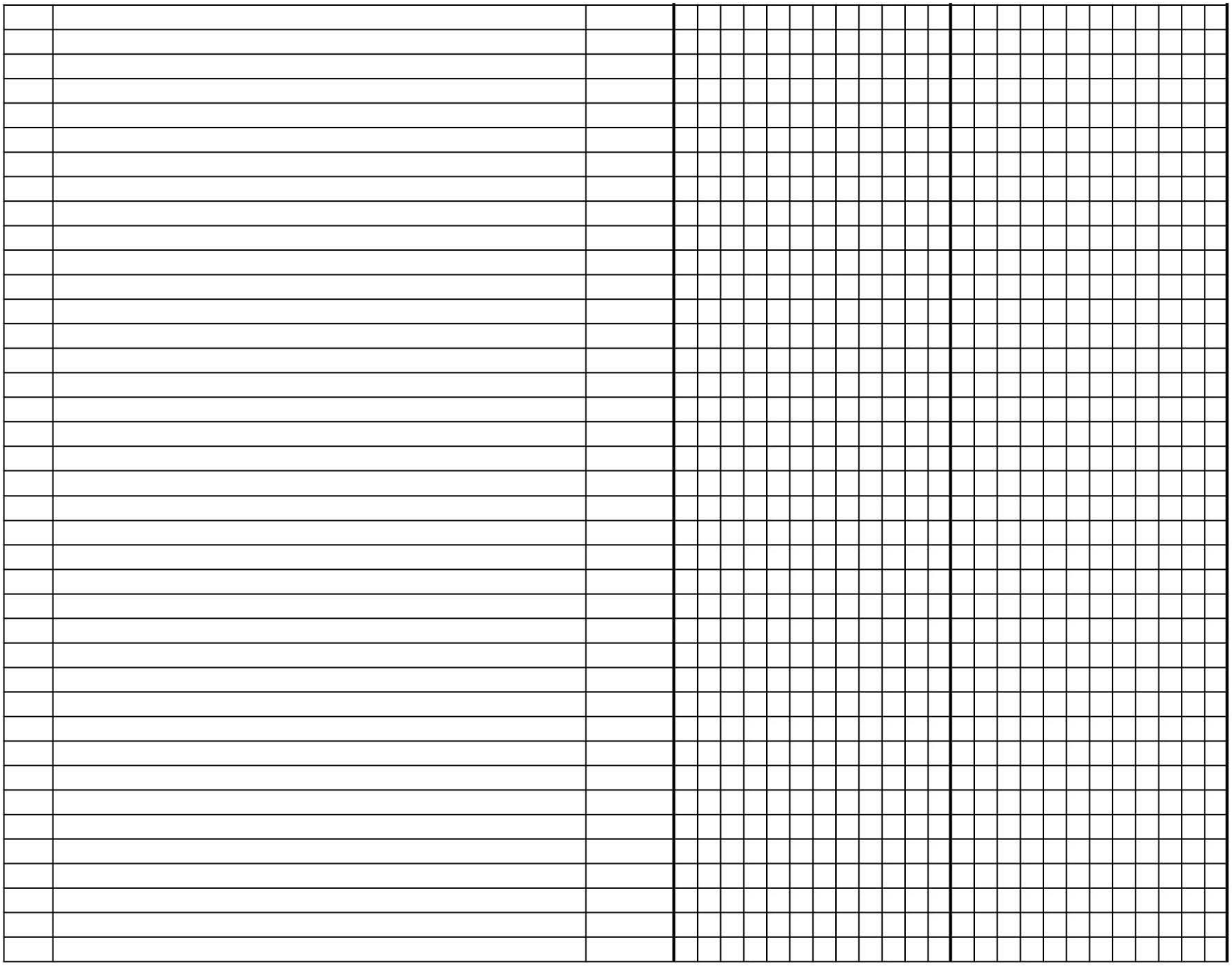


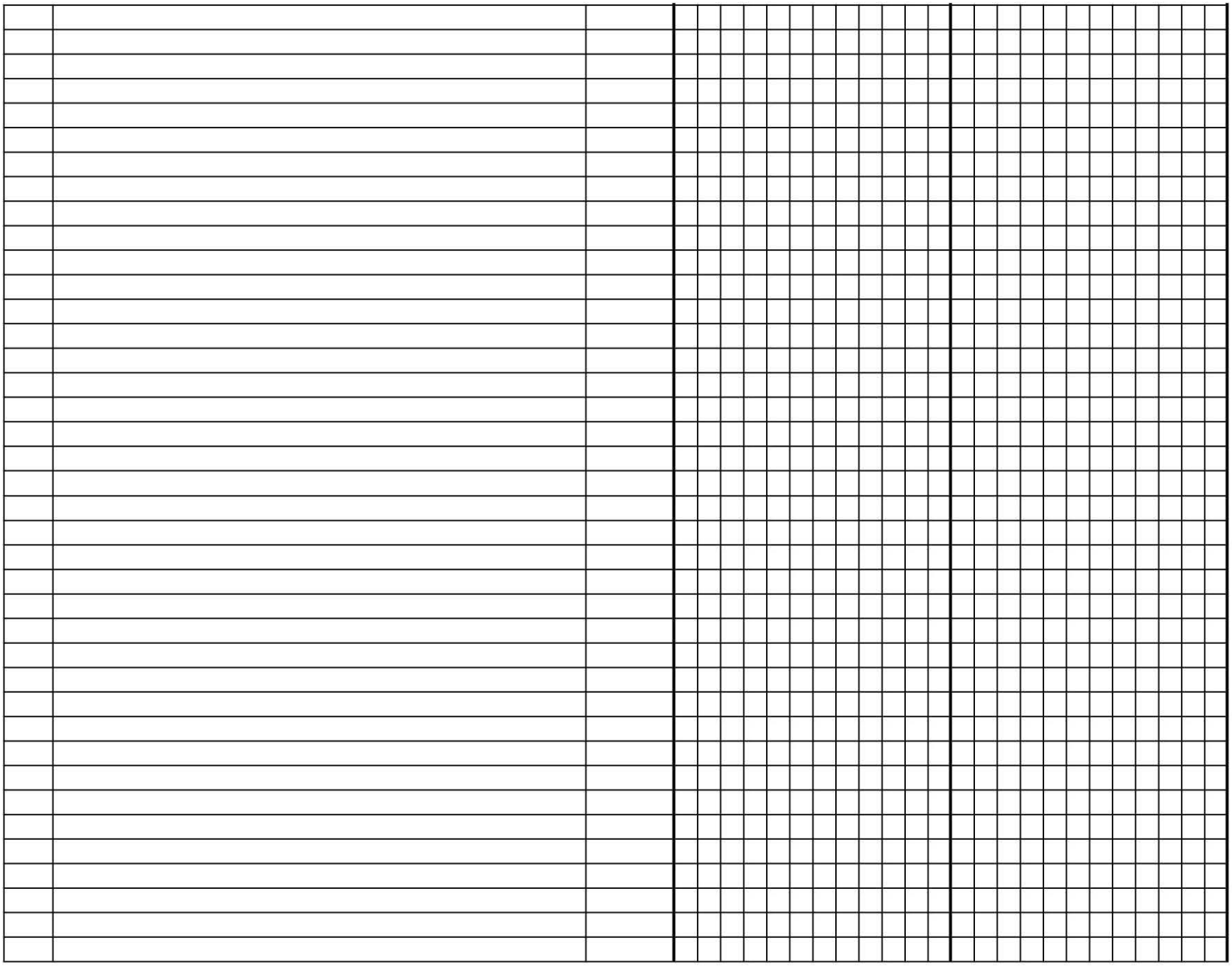


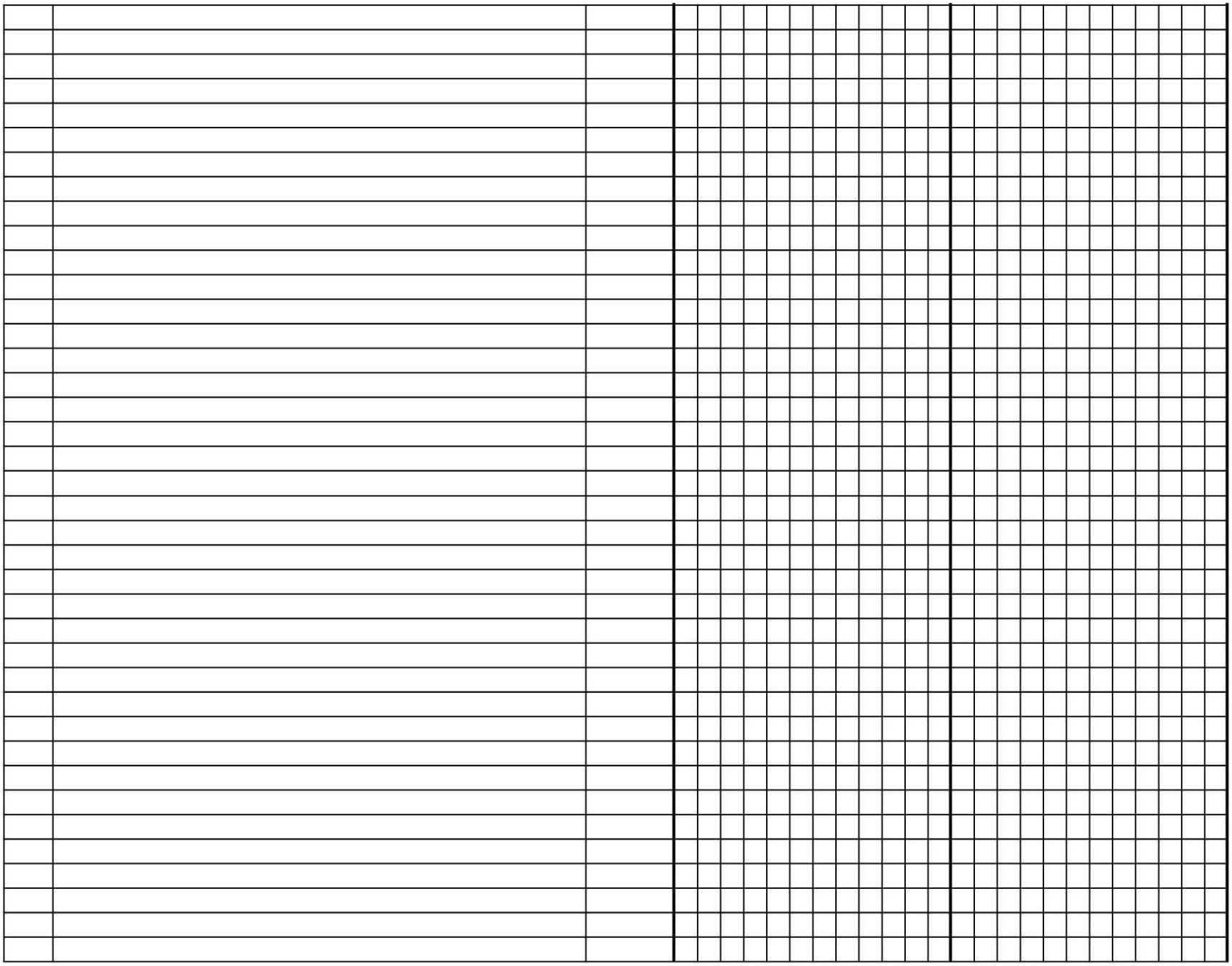


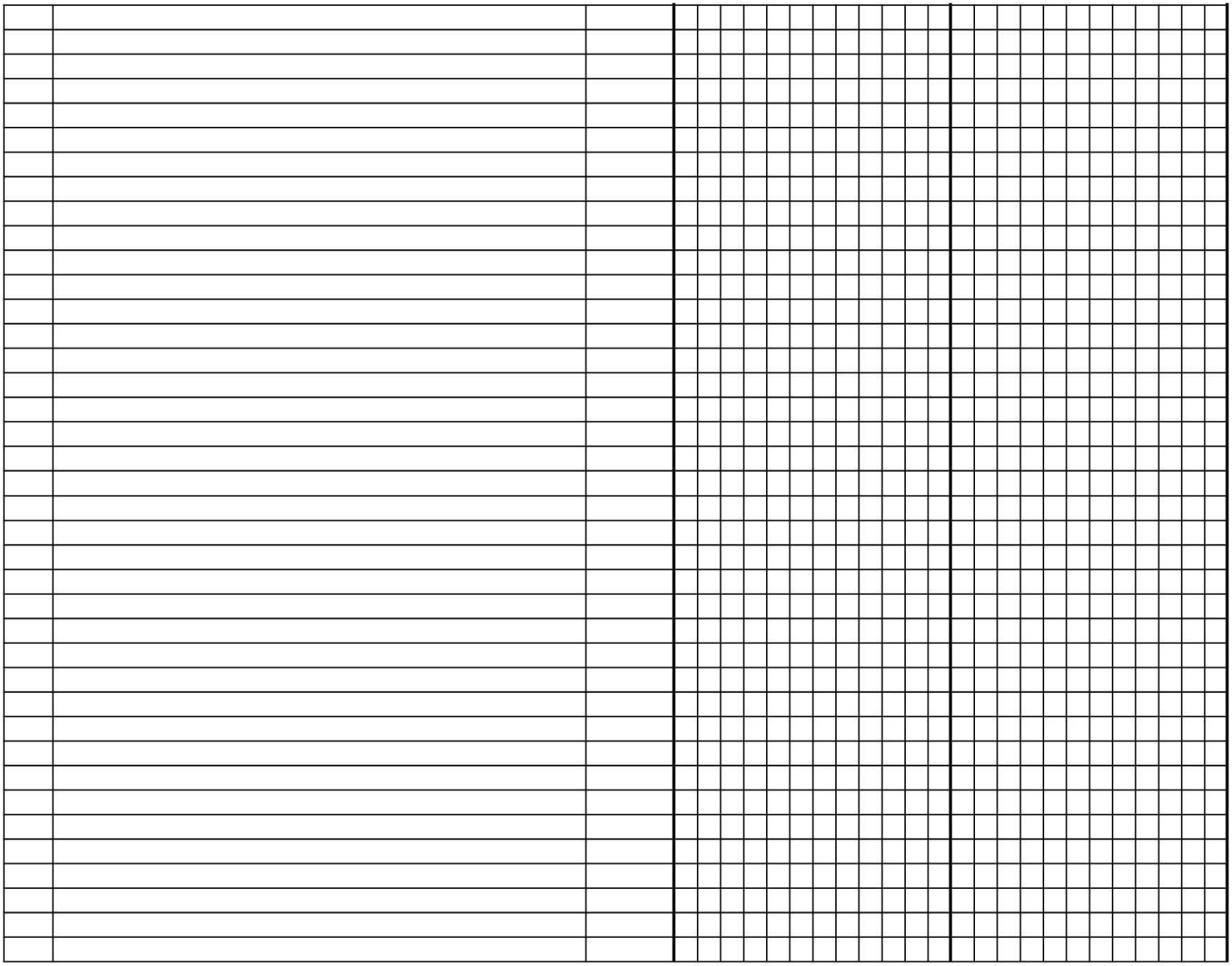


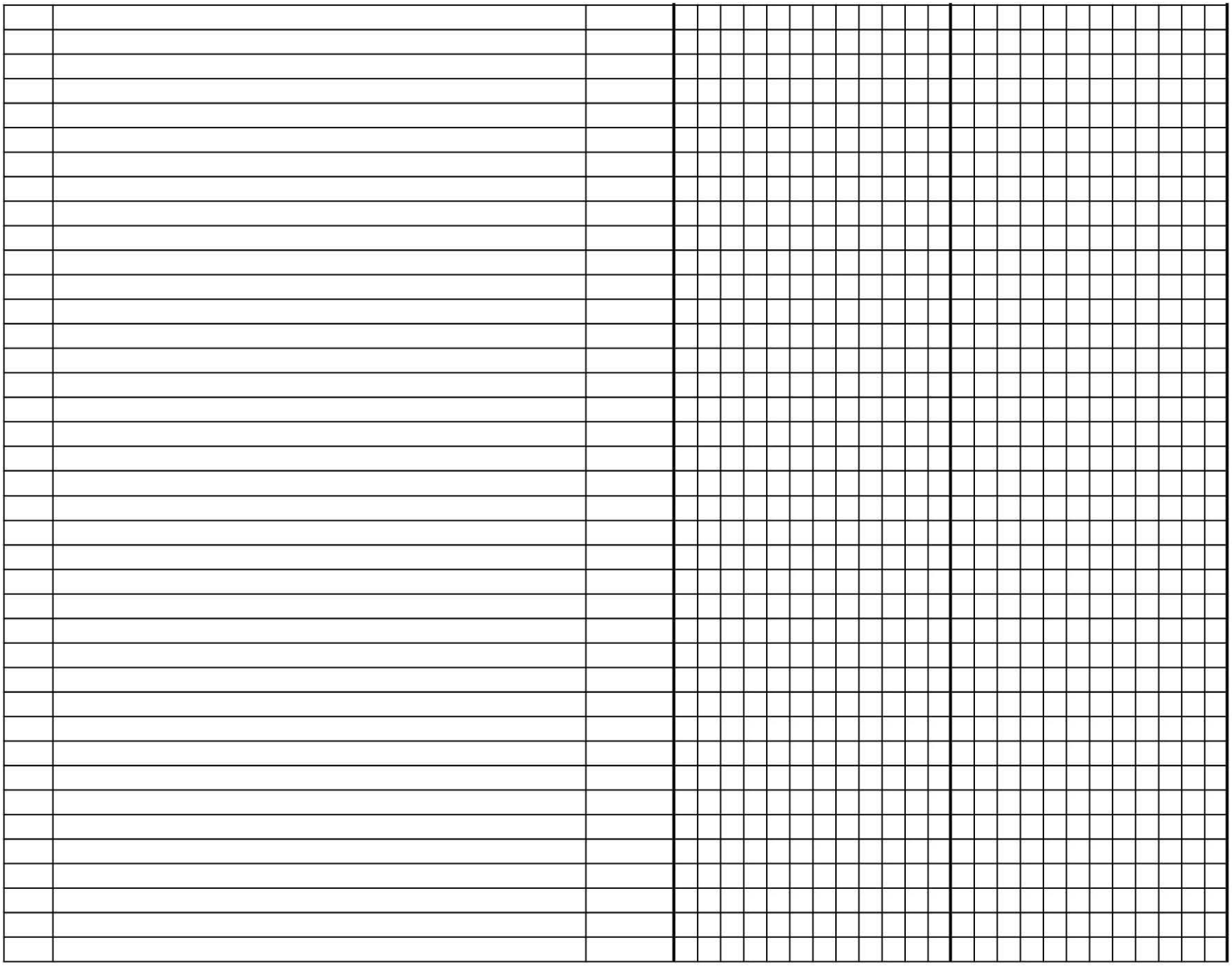


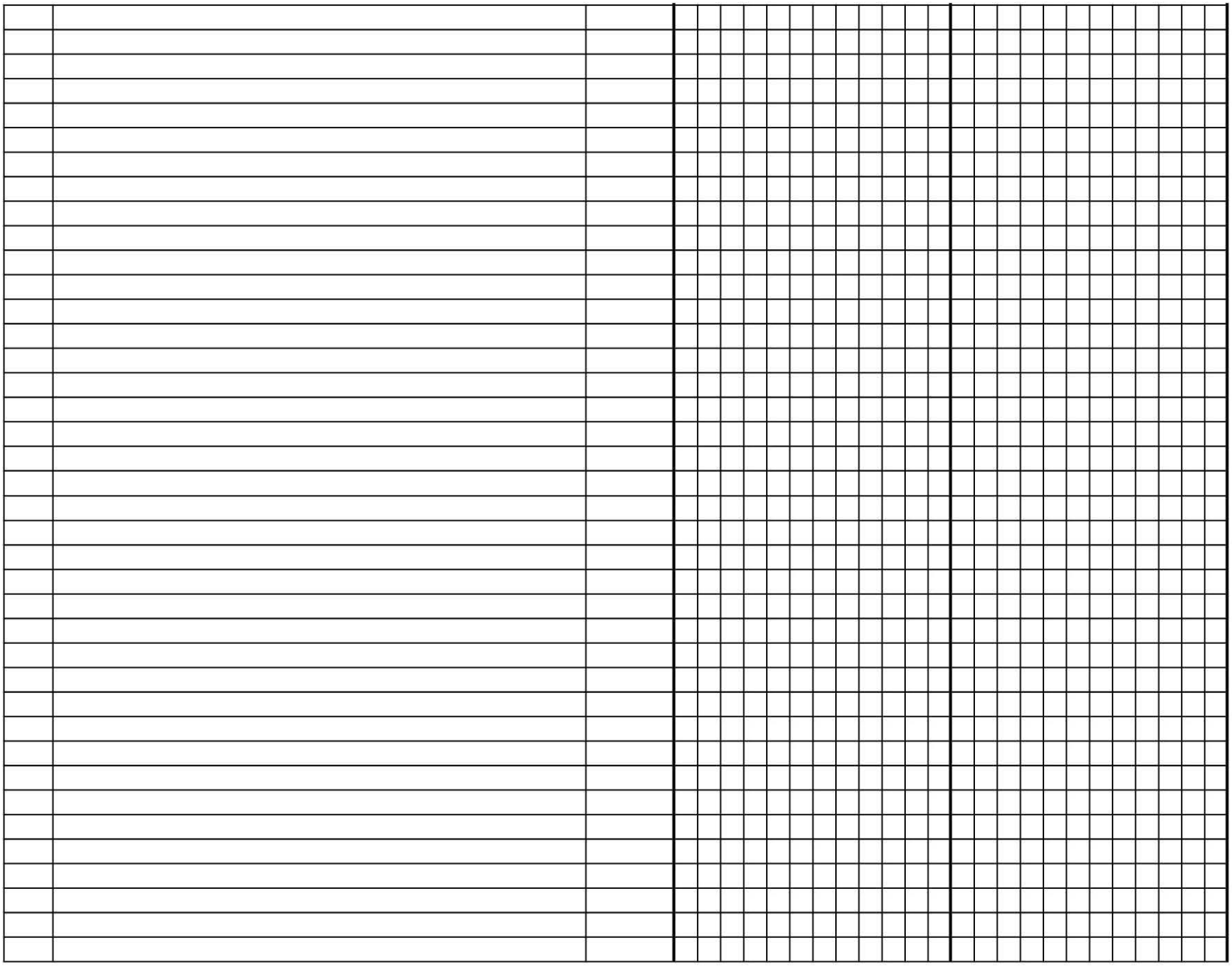


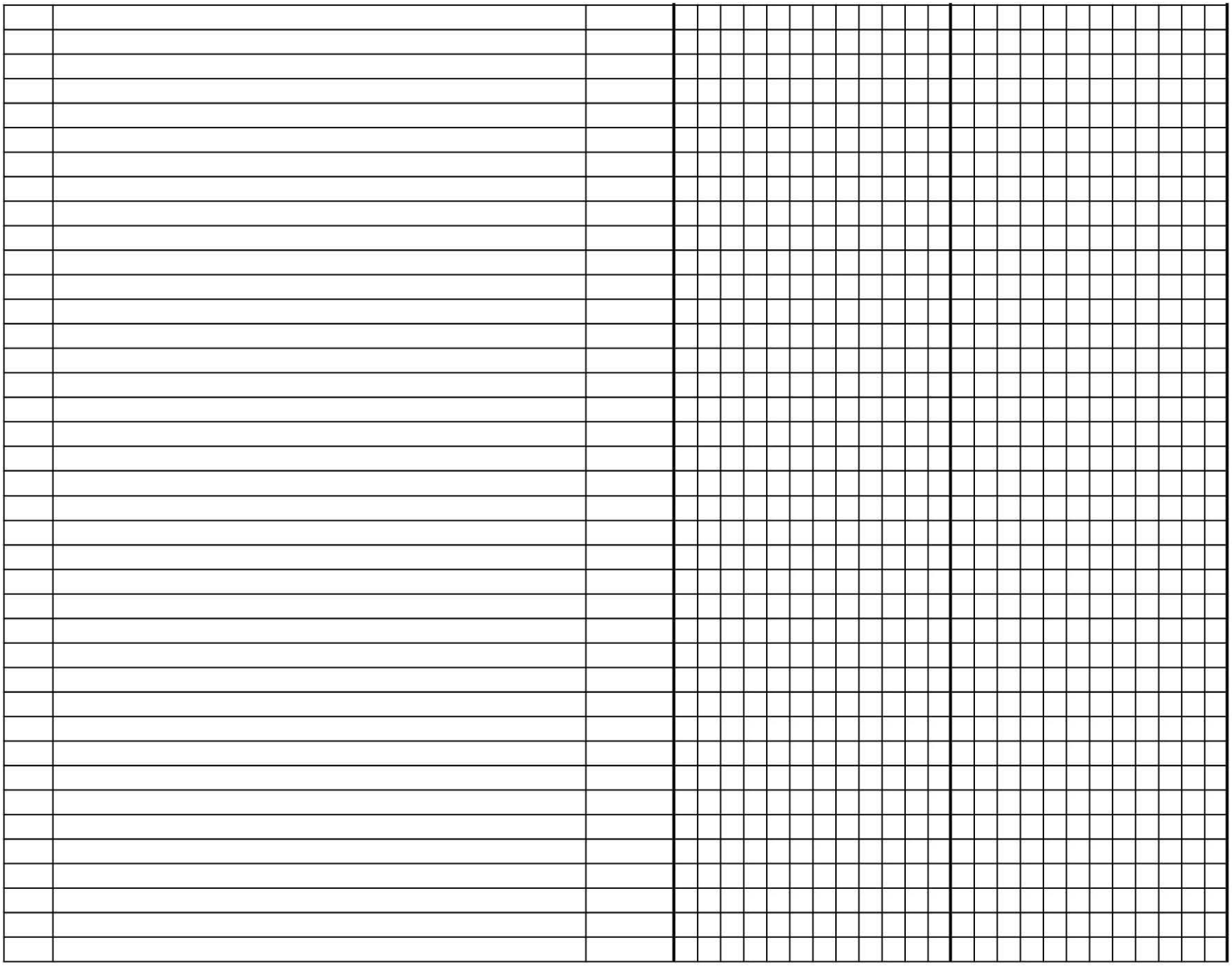


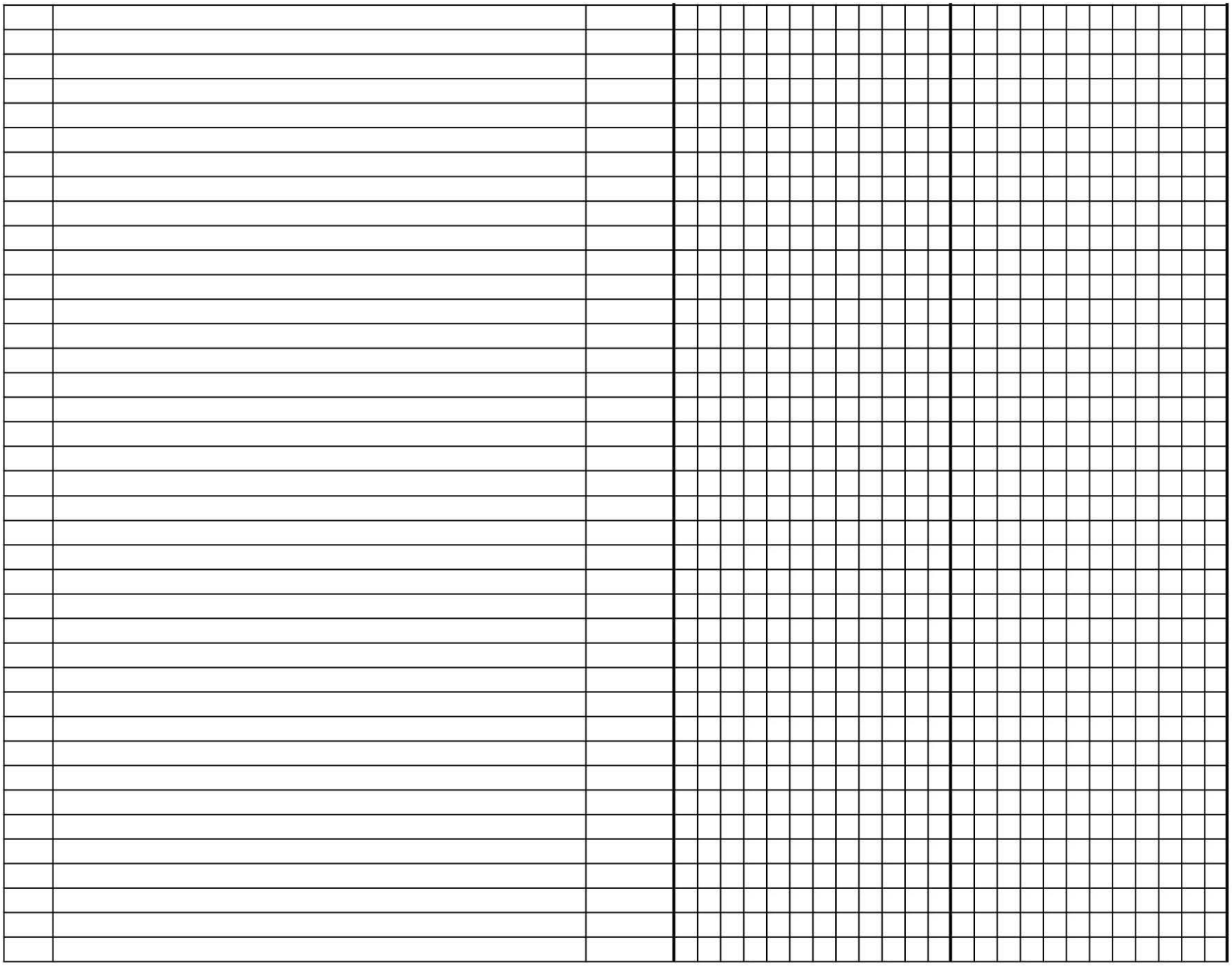


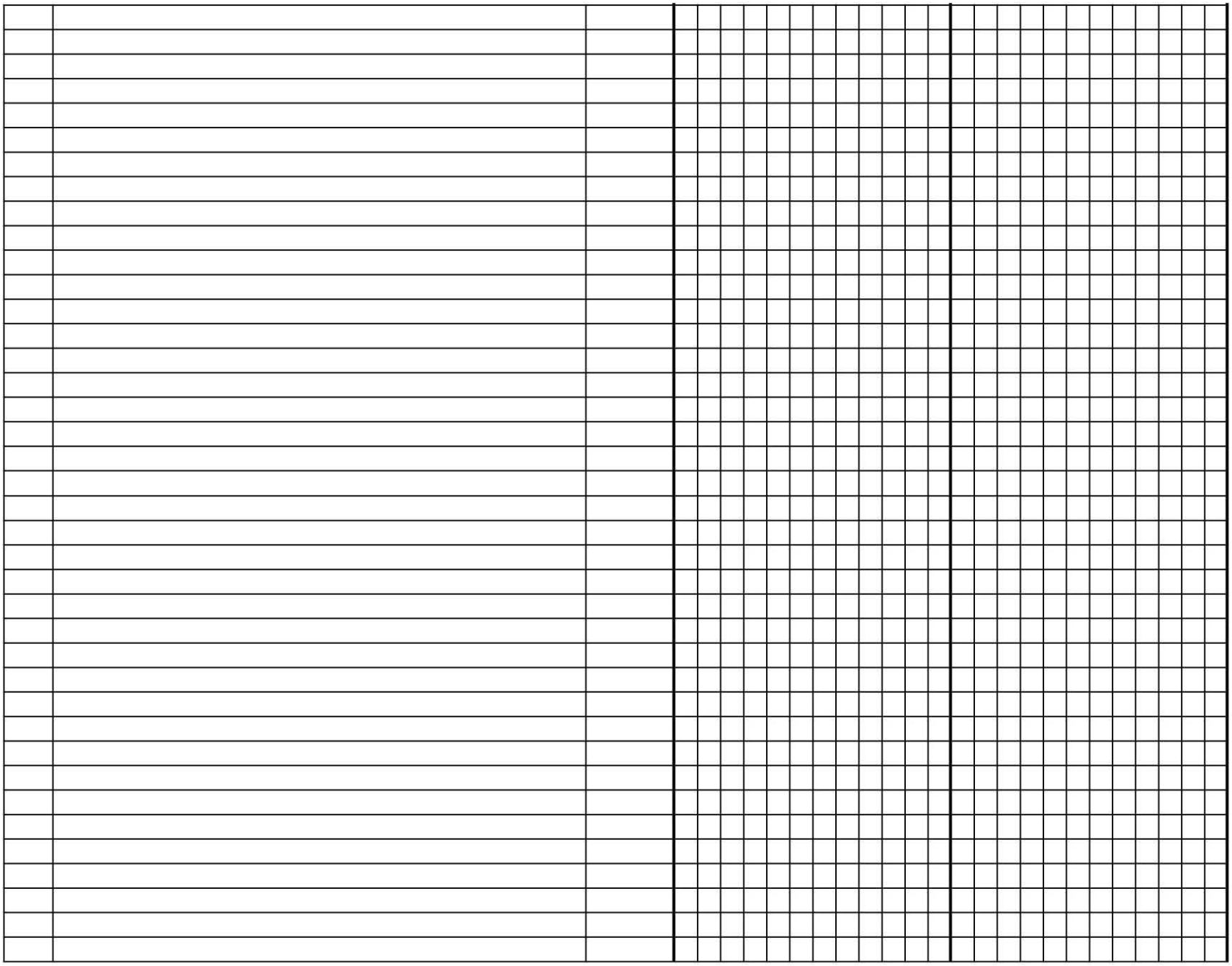


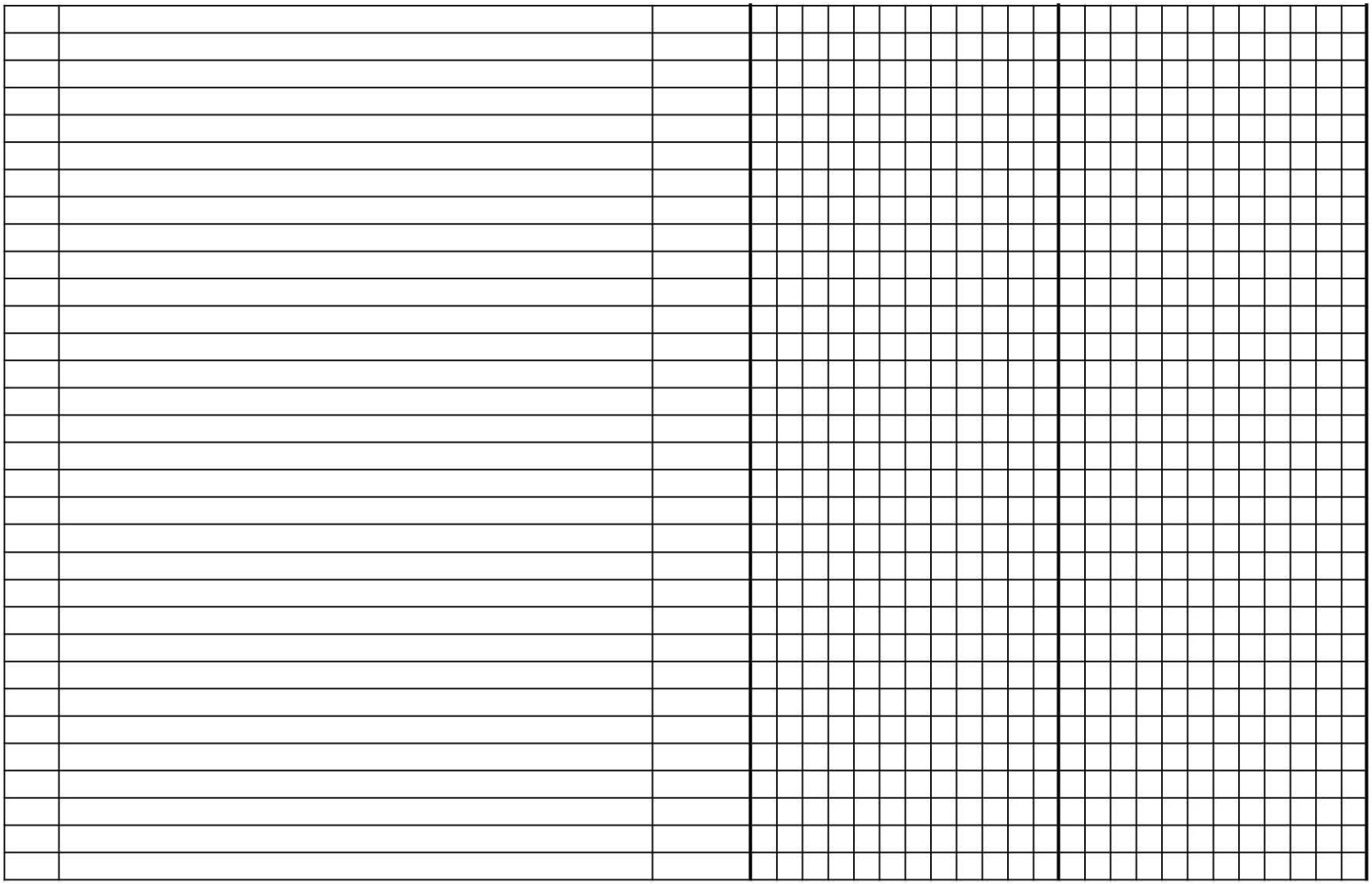












Ottawa County Water Quality Monitoring Action Plan and Deliverables

Task	Watershed	Responsible Party	Timeframe	Deliverables
5 Week *E.coli* sampling for concentrations & microbial source tracking	Bass River/Deer Creek	OCD, AWRI	Q3-4 of 2024, 27	1. Shareable data with *E. coli* concentrations, human *E. coli* presence/absence 2. Comparisons to water quality standards (WQS) 3. Target area maps for outreach and best management practices (BMPs)
	Sand/Crockery	OCD, AWRI	Q3-4 of 2026, 29	
	Pigeon River	OCD, AWRI	Q3-4 of 2025, 28	
	Rush Creek & Macatawa	OCD, ODC, AWRI, Hope	Q2-4 of 2024 Q2-3 of 2027	
	Direct Drainage Watersheds	OCD, AWRI	Q3 of 2025, 27	
	Spring Lk, Lake Macatawa, Little Black Lake	OCD, ODC, AWRI, Hope	Q3 of 2024, 25, 27, 28	
5 Week Water Quality sampling (nutrients, chlorides, total suspended solids)	Bass River/Deer Creek	OCD, AWRI	Q3-4 of 2024, 27	1. Datasets for nutrient concentrations 2. Datasets for suspended solids & other metrics 3. Comparisons to WQS 4. Target area maps & figures for outreach & potential BMPs
	Sand/Crockery	OCD, AWRI	Q3-4 of 2026, 29	
	Pigeon River	OCD, AWRI,	Q3-4 of 2025, 28	
	Rush Creek & Macatawa	ODC, AWRI, Hope	Q2-4 of 2024 Q2-3 of 2027	
	Direct Drainage Watersheds	OCD, AWRI	Q3 of 2025, 27	
	Spring Lk, Lake Macatawa, LIttle Black Lake	OCD, AWRI, ODC, Hope	Q3 of 2024, 25, 27, 28	

Task	Watershed	Responsible Party	Timeframe	Deliverables
Installation of movable sondes, stream gauges, EnviroDIY, and monitoring buoy	Lake Macatawa/ Macatawa Watershed Rush Creek (EnviroDIY only)	ODC, AWRI, Hope	Q2-3 of 2024 installation with year round data collection throughout project duration	1. Year round datasets for all monitoring metrics (temperature, dissolved oxygen, turbidity, nutrients, etc.) 2. Discharge/flow measurements 3. Maps & figures with findings, target areas, etc. 4. TMDL annual report
Year round monitoring for phosphorus and chloride data	Lake Macatawa/ Macatawa Watershed	ODC, Hope, AWRI	Phosphorus - 2 weeks/year round (10 sites - watershed) Q3-4 continuous 5 yrs (5 in lake locations)	1. Year round datasets for phosphorus and chlorides 2. Phosphorus TMDL annual report 3. Chloride target area maps & figures for outreach & potential BMPs
	Rush Creek		Chlorides - monthly/year round	
Biological Surveys (fish, macros, habitat)	Sand/Crockery	OCD, AWRI	Q3-4 of 2024, Q3 of 2025	1. Datasets for fish surveys & macroinvertebrates according to best practices 2. Assessments on habitat quality/quantity at all sampling sites 3. Detailed reports on findings, meeting/not meeting designated uses,
	Direct Drainage		Q3-4 of 2025, 26,27,28	
	Spring Lk, Crockery Lk, Little Black Lake		Q3-4 of 2024 Q3 of 2025,26	

Task	Watershed	Responsible Party	Timeframe	Deliverables
	Pigeon/Rush/Macatawa if needed		Q3-4 of 2027, 28	recommendations for future BMPs
Road Stream Crossing (culverts & bridges) Surveys	Crockery	OCD	Q2-4 of 2024 Q2-3 of 2025	1. Maps showing all road stream crossings on select watersheds 2. Inventory detailing size, material, condition, flow metrics, etc. 3. Dissemination of data to all partners including OCWRC & OCRC 4. Identification of potential replacement and BMP sites (erosion & fish reconnection sites)
	Bass/Deer		Q2-3 of 2025, 26, 27	
	Direct Drainage & Rush Creek		Q3 of 2025 & ongoing as available	
Watershed Inventory & agricultural tillage surveys	Bass/Deer	OCD	2x (Q4 of 2024, 25, Q2 of 2025, 26)	1. Spring/fall tillage surveys & datasheets for select watersheds 2. Windshield surveys for select watersheds to identify critical areas & potential BMP locations 3. Critical area maps & figures, load estimates for select sites
	Sand/Crockery		2x (Q4 of 2024, 25, Q2 of 2027, 28)	
	Direct Drainage		Q4 of 2026, Q2 of 2027	
	Spring Lk, Crockery Lk, Little Black Lake		Q3 of 2024 Q2-3 of 2025,26,27	
Updates to Management Plans	LGR (Bass, Deer, Crockery, Sand, Rush), Pigeon	OCD, ODC, AWRI, Hope	Continuous throughout project	1. Data collected will be utilized in planned updates for the

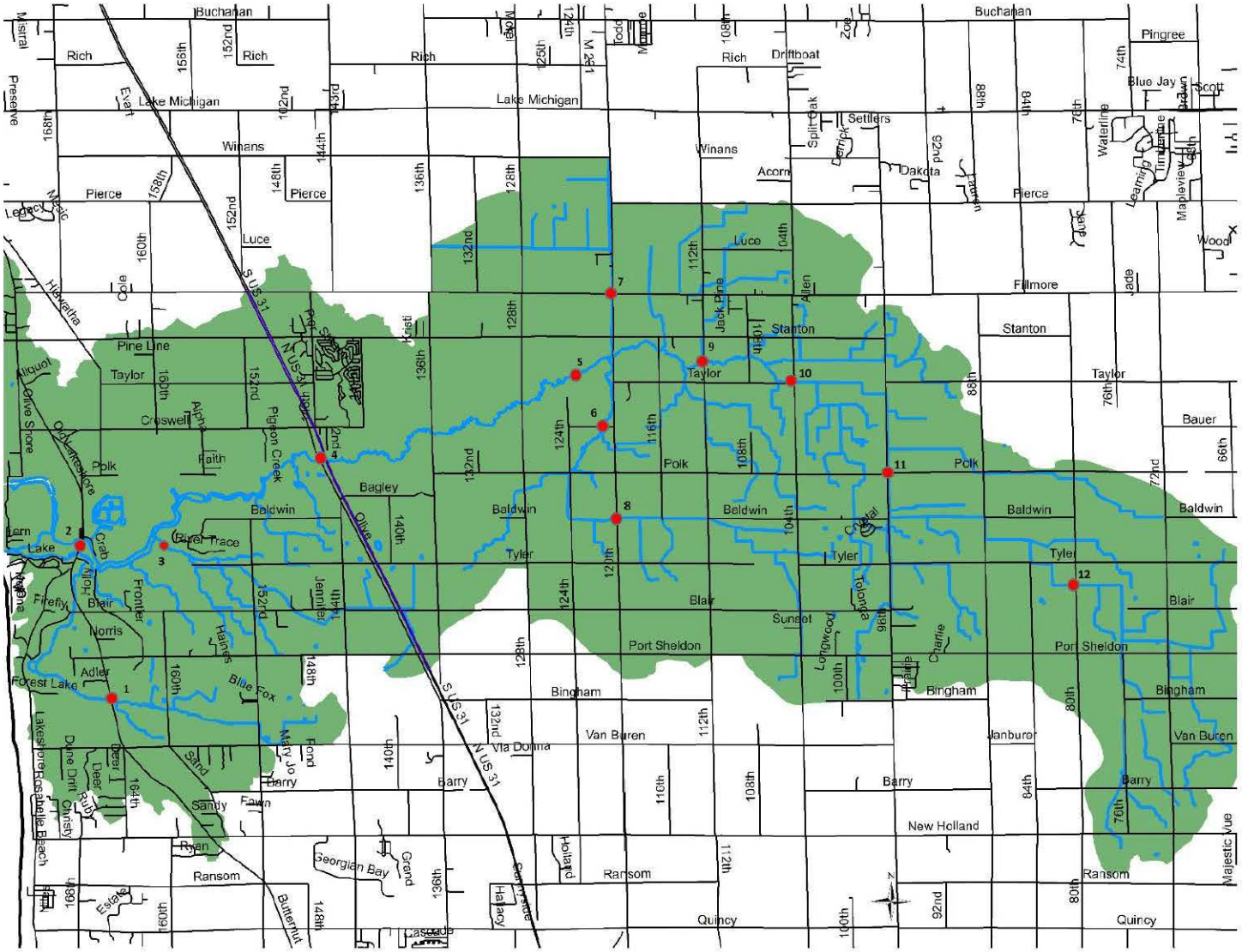
Task	Watershed	Responsible Party	Timeframe	Deliverables
& Lake Management Plans			duration	Macatawa Watershed and Lower Grand River Watershed Management Plans 2. Lake Management plans developed for Spring Lake, Little Black Lake, and Crockery Lake
Creation of a monitoring database/dashboard for all data collected	All watersheds listed in this plan	OCD, ODC, AWRI	Continuous throughout project duration	1. Creation of an accessible online dashboard with monitoring results 2. Migration of all existing data, management plans, total maximum daily load monitoring, and other information 3. Continuous maintenance of this platform
Quarterly reporting & project updates	All watersheds listed in this plan	OCD, ODC	Quarterly throughout the project duration	1. Submission of a quarterly report including project updates and financials 2. Deliverables checklist 3. Submission & dissemination of data collected during that quarter

Acronyms: OCD - Ottawa Conservation District ODC - Outdoor Discovery Center OCWRC - Ottawa County Water Resources Commission	LGR - Lower Grand River AWRI - Annis Water Resources Institute WQS - Water Quality Standards BMP - Best Management Practices

OCD Monitoring Budget				
Project Name: Ottawa County Water Quality Monitoring				
Recipient: Ottawa Conservation District				
I. Direct Costs				
A. Personnel			**Amount**	**Subtotal**
Name & Position Title	Salary/ Wage	Months or Hours		
Benjamin Jordan - Watershed Programs Coordinator	44	2080	$91,520.00	
Sarah Bowman - Watershed & Conservation Specialist	40	2080	$83,200.00	
Natalie Bekins - Executive Director	48	650	$31,200.00	$205,920.00
B. Supplies & Equipment	Quantity	Cost Per Unit		
Waders	10	$90.00	$900.00	
Sampling supplies (gloves, markers, labels, ice packs, etc)	1	$200.00	$200.00	
Macro sampling supplies	1	$100.00	$100.00	
Sondes	1	$30,000.00	$30,000.00	
Monitoring Buoy - Lake Macatawa	1	$150,000.00	$150,000.00	
EnviroDIY (Rush Creek)	1	$7,600.00	$7,600.00	
Backpack shocking units (P51 & Fish Surveys)	2	$5,000.00	$10,000.00	
RSX supplies (measuring tape, grade rod, eye level, etc)	1	$500.00	$250.00	$199,050.00
C. Travel	Miles	Rate		
Gas	17000	0.655	$11,135.00	$11,135.00
D. SubAwards (i.e., partners and subrecipients receiving funds)		Cost/Rate	Total	
Labratory Sample Analysis		1	$365,000.00	
Careerline Tech Center stream monitoring (Pigeon River)		1	$10,000.00	
ODC Network (Sample collection, coordination, etc)		1	$93,750.00	$468,750.00
E. Other		Cost/Rate		
Equipment maintenance (stream gauges, sondes, buoy)		11000	$55,000.00	
EnviroDIY maintennace			$5,000.00	$60,000.00
			Total Direct Costs (A - E)	$944,855.00
II Adminstrative costs and Overhead				
Applicant's indirect rate:			10.00%	
Modified Total Direct Costs* to apply indirect rate			$506,105.00	
Total Indirect Costs				$50,610.00
Total Monitoring Budget		**Direct and Indirect Cost (I+II)**		$995,465.00
** Modified total direct costs is defined by the State of Michigan as direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward.*				

Attachment 4

Pigeon River Sampling Sites



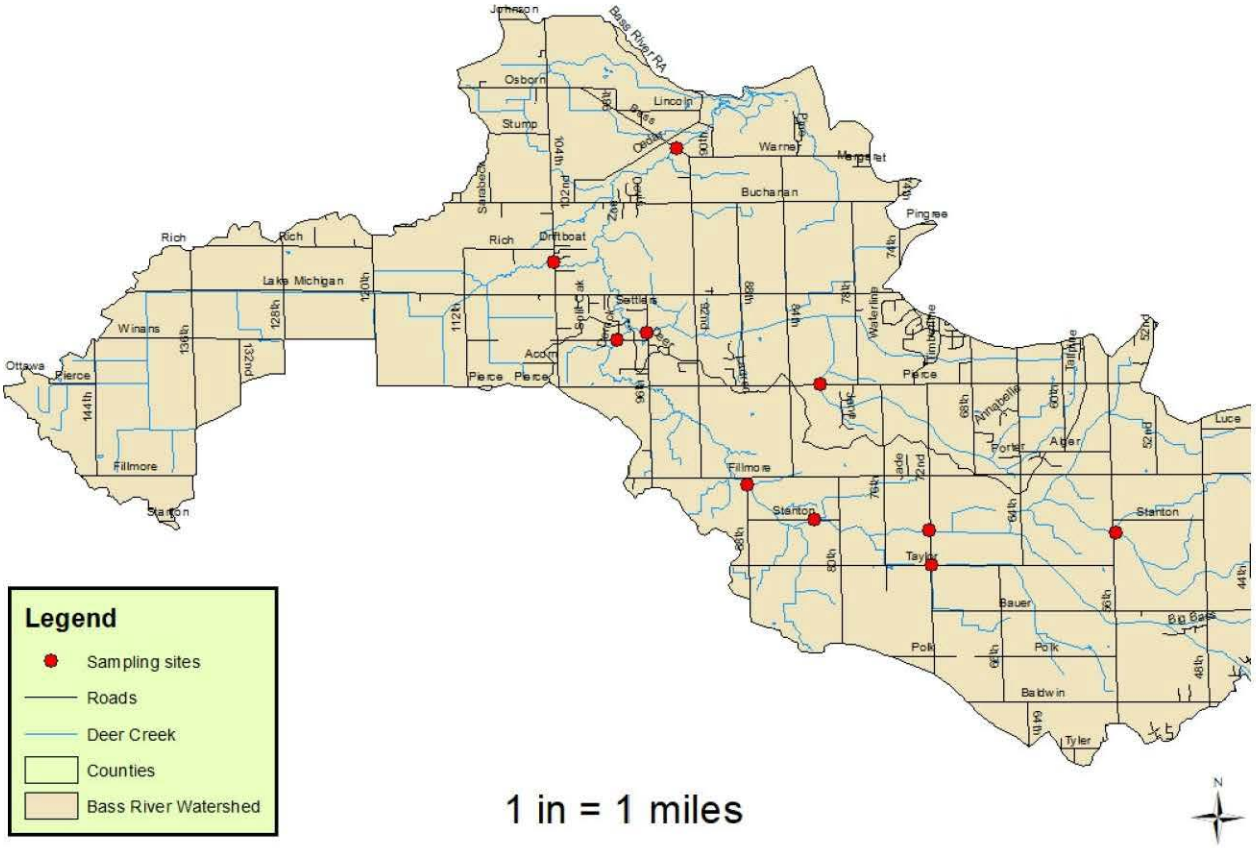


Figure 2. Sampling Locations in the Bass River Watershed

Attachment 4

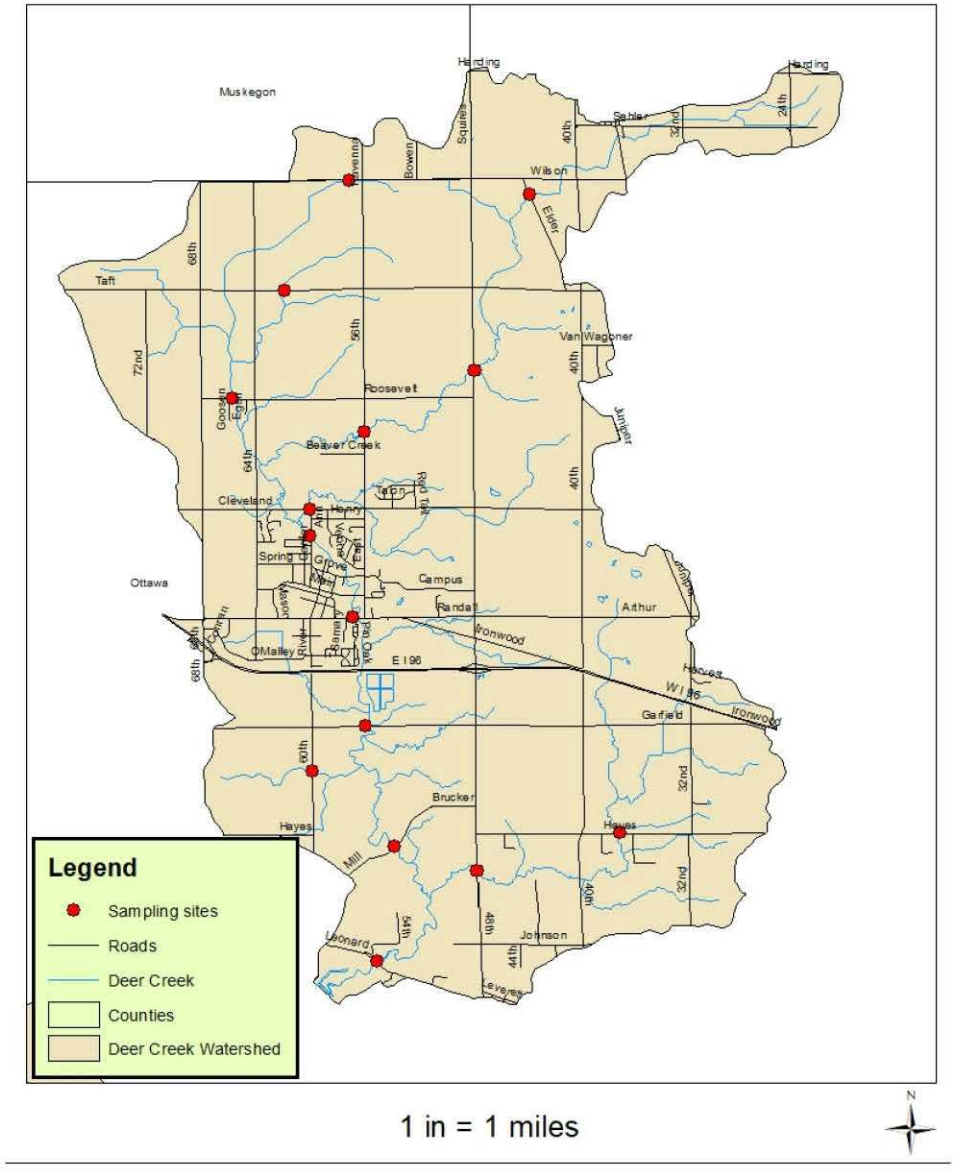
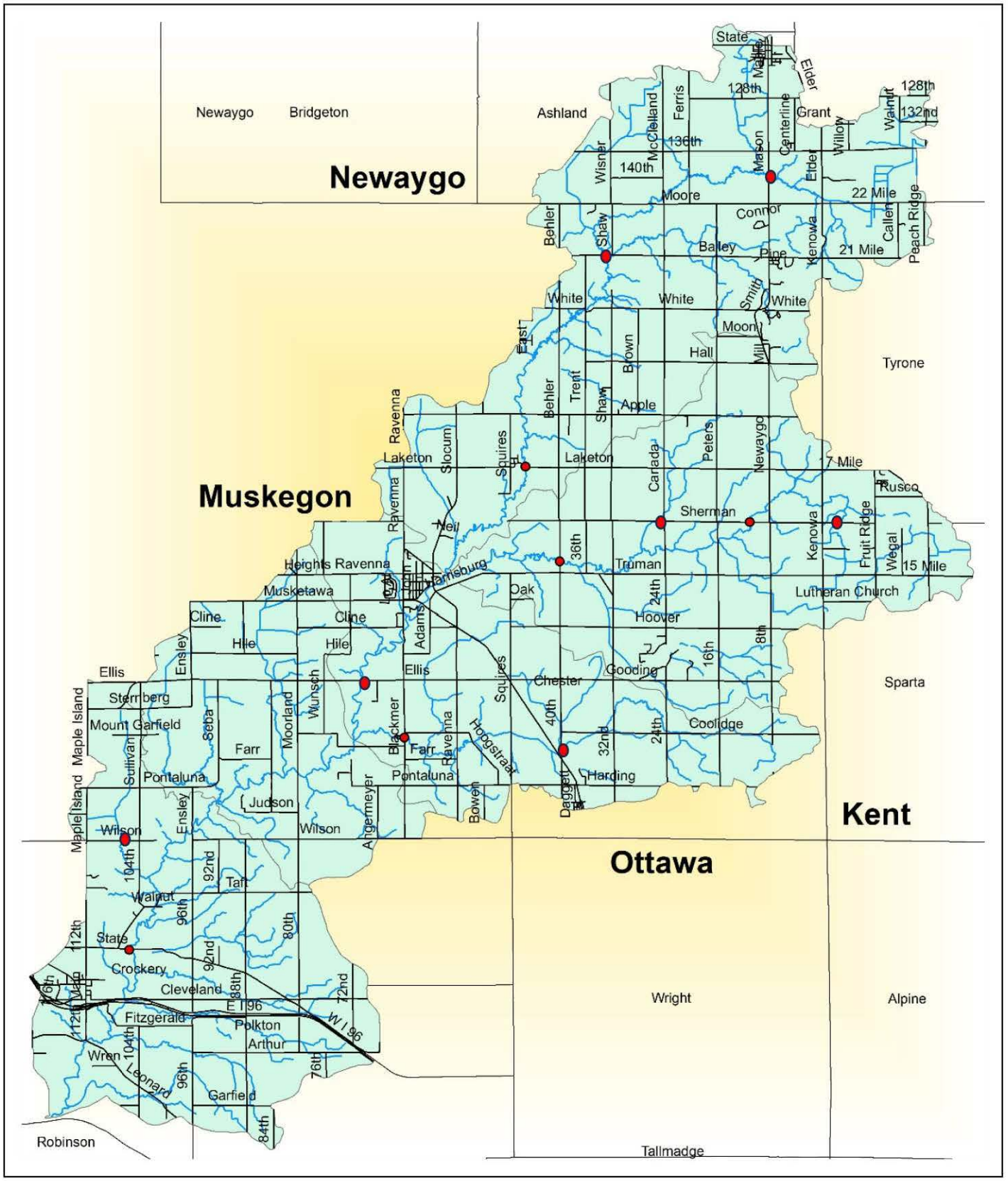


Figure 1. Sampling Locations in the Deer Creek Watershed

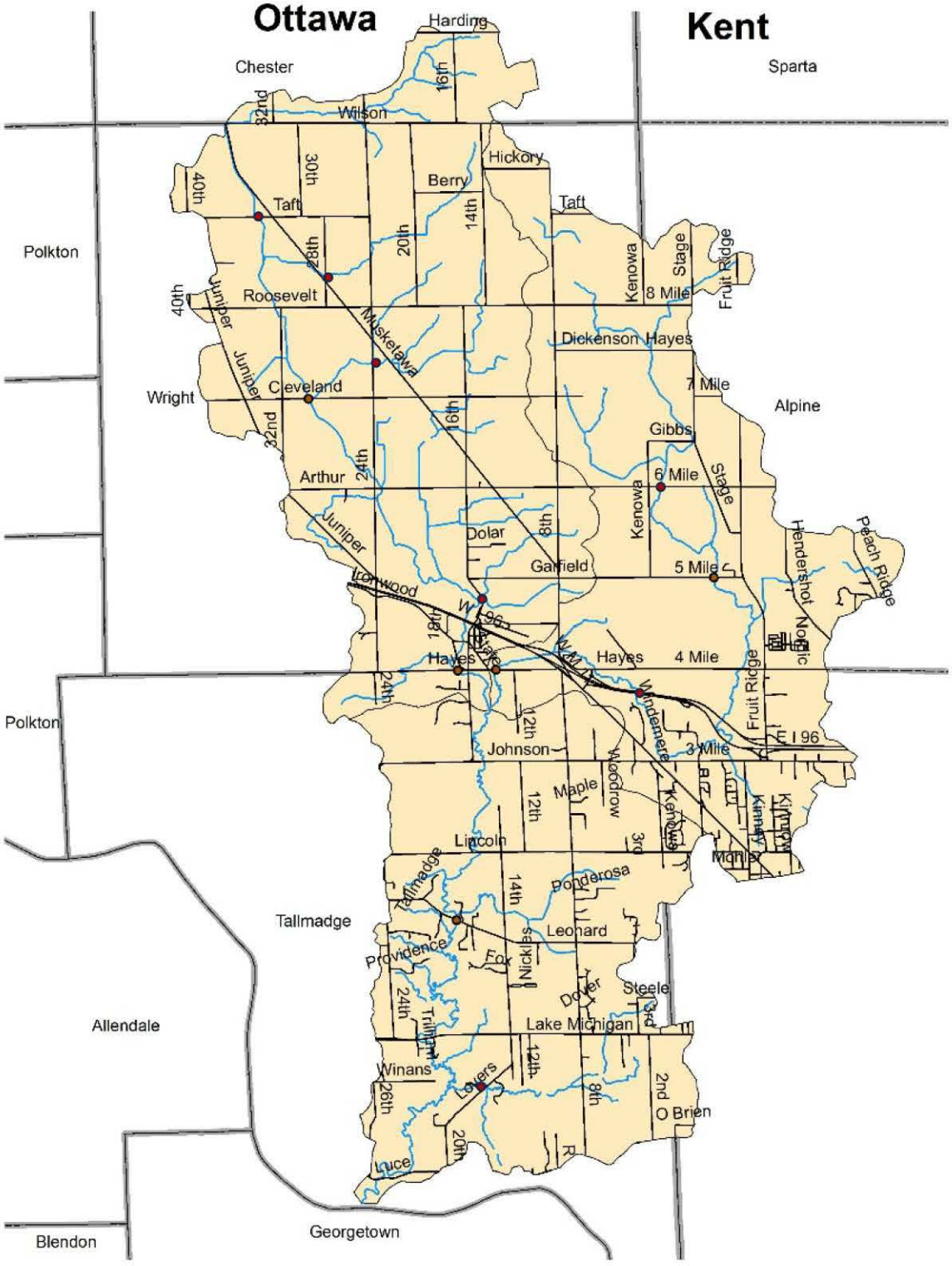
Attachment 4

Crockery Creek Watershed - Monitoring Locations



Attachment 4

Sand Creek Watershed - E. coli Monitoring



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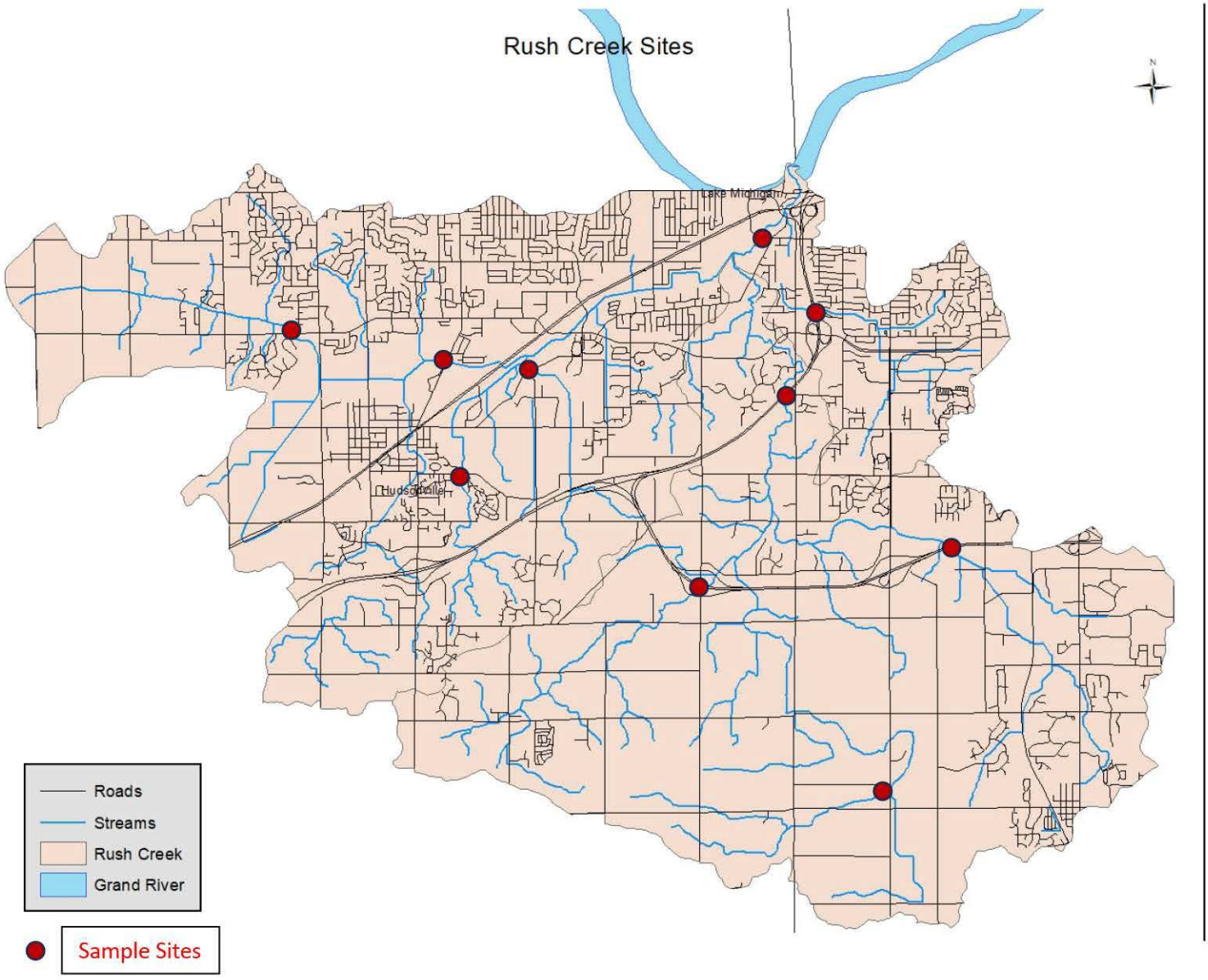

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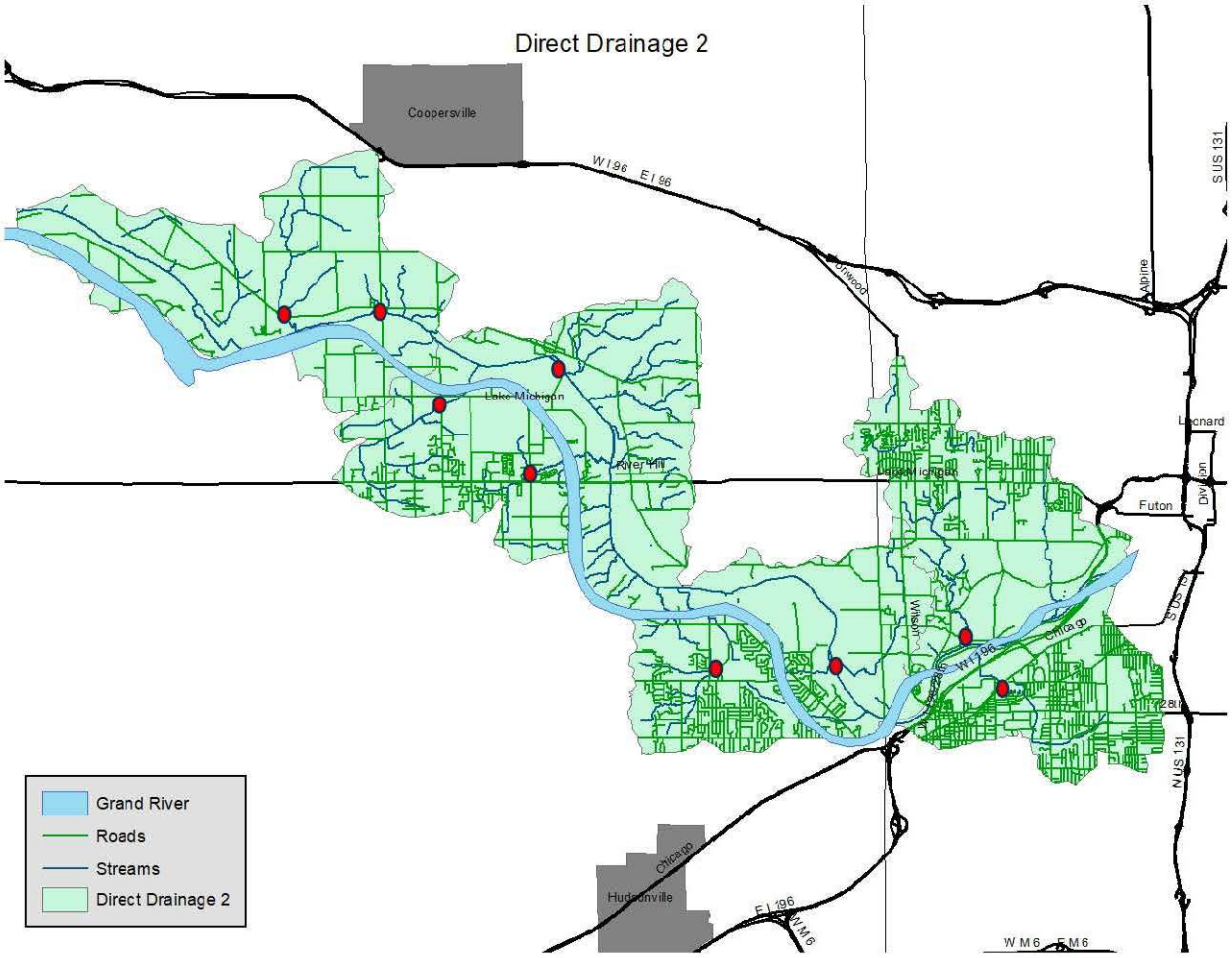
Attachment 4



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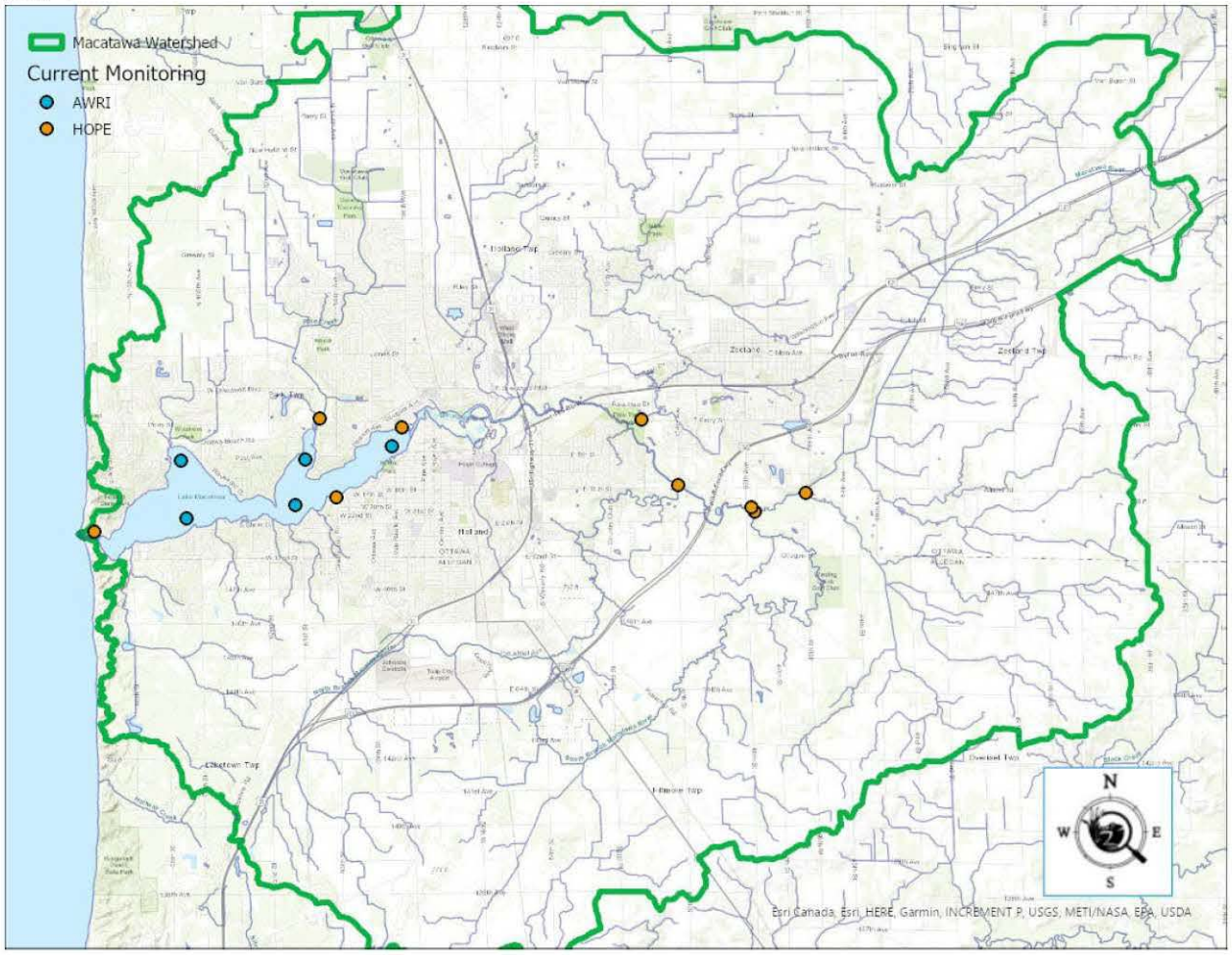
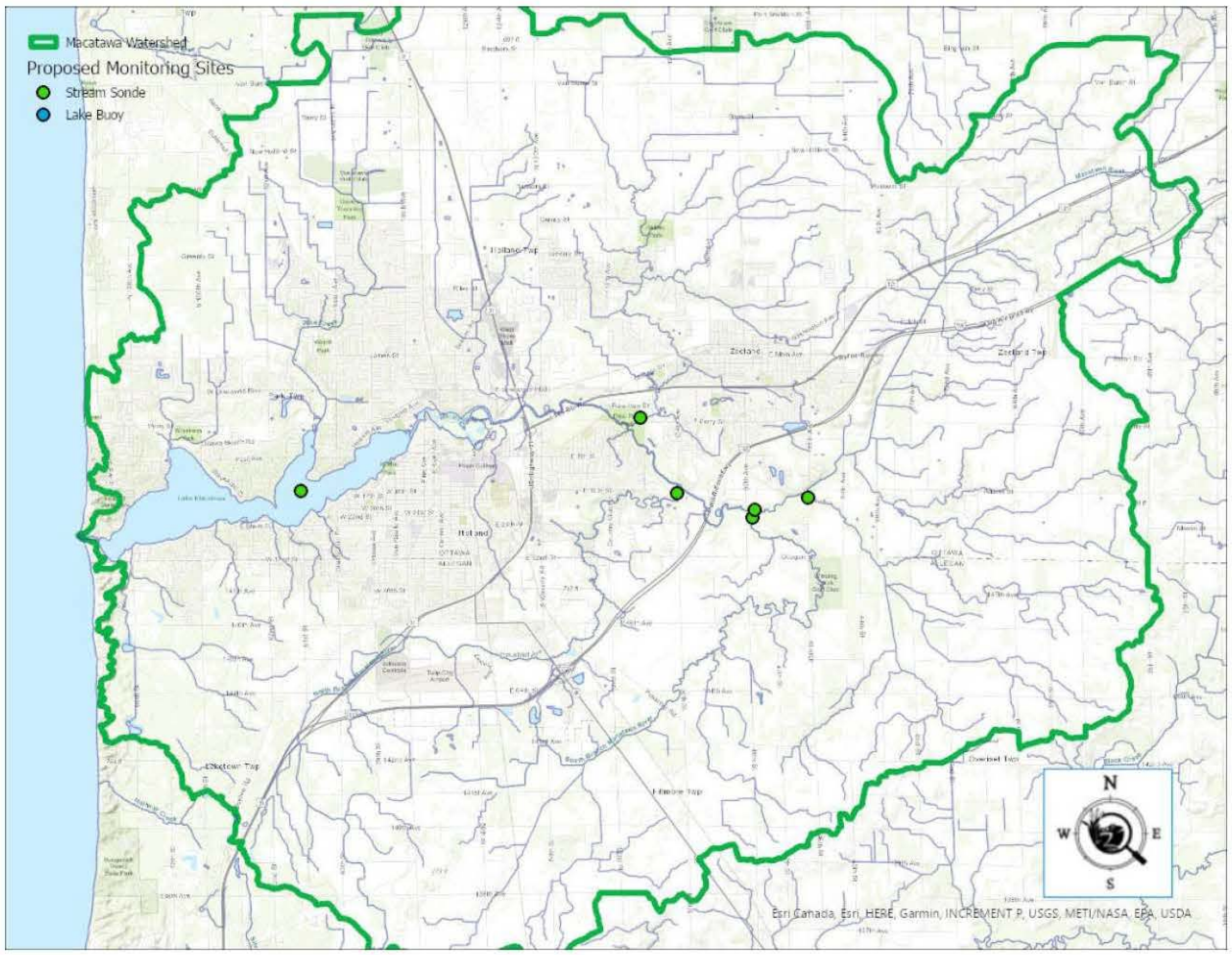




Position Paper of the Ottawa County Water Resources Commissioner Regarding the Monsanto TMDL Settlement Fund Payment

What is the Monsanto Settlement?

Ottawa County recently received a substantial settlement check of approximately $6.5 million as the result of a class action lawsuit filed against Monsanto for contamination of stormwater systems. A question has arisen about how these funds can or should be spent or allocated. The Water Resources Commissioner is circulating this paper, because the settlement specifically relates to duties and obligations of the office of the Ottawa County Water Resources Commissioner. This Position Paper is not, nor is it intended to be a legal opinion, but rather a statement of the Water Resources Commissioner's policy position given the background and circumstances surrounding the Class Action Settlement.

How did the class action begin?

The lawsuit was initiated by the following governmental entities: City of Long Beach, Mayor and City Council of Baltimore, City of Berkeley, City of Chula Vista, County of Los Angeles, City of Oakland, City of Portland, Port of Portland, City of San Diego, City of San Jose, and City of Spokane. The lawsuits were filed against Monsanto in federal district courts in their respective jurisdictions, but they were administered together and settled as a group. In their complaints, the various entities asserted that Monsanto manufactured a class of industrial chemicals called polychlorinated biphenyls ("PCBs") between the 1930s and 1977 and stated various causes of action against Monsanto for alleged PCB-related impairments to the environment, including to water bodies. They alleged that PCBs are present at sites and public properties, including in stormwater, stormwater and wastewater systems, water bodies, sediment, natural resources, fish and wildlife. The governmental entities sought compensatory damages and injunctive and equitable relief.

How did the lawsuit expand to include Ottawa County as a plaintiff?

As a part of the litigation process, lawyers for the plaintiffs decided that the action could be brought forward as a class action. Every class action includes a definition of the persons or entities that qualify to be included the class of plaintiffs. In this case, the class member definition included the following: "As of June 24, 2020 only, but not later, a NPDES Phase I or II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs."

The class members were identified using three publicly maintained and available databases, as follows: (1) the U.S. EPA 303(d) list of bodies of water impaired by PCBs; (2) USGS HUC 12 Watersheds; (3) U.S. Census Bureau. Using this data, it was determined that Ottawa County was a class member. Ottawa County did not have to file a claim to receive a settlement. It received a notice that it was identified as a class member, and was given the choice to "opt out" of the class if it desired to sue Monsanto on its own. The county did not opt out.

What entitles Ottawa County to a settlement check?

The Settlement Agreement between Monsanto and the class plaintiffs is divided into four different "funds." Only one of those funds pertain to Ottawa County. This fund is called the "TMDL" Fund. TMDL stands for "Total Maximum Daily Load." A TMDL is "the calculation of the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards for that particular pollutant. A TMDL determines a pollutant reduction target and allocates load reductions necessary to the source(s) of the pollutant." https://www.epa.gov/tmdl/overview-total-maximum-daily-loads-tmdls#1

Ottawa County has certain responsibilities under the National Pollution Discharge Elimination System ("NPDES") permit issued to it by the State of Michigan through the Department of Environment, Great Lakes, and Energy ("EGLE"). These are carried out by the Ottawa County Water Resources Commissioner as follows:

- Oversee the Federal mandated program for NPDES (National Pollutant Discharge Elimination System) Phase II Water Regulations. The Ottawa County Water Resources Commissioner and the County of Ottawa apply yearly to the State of Michigan Department of Environmental Quality for storm water discharges from Municipal Separate Storm Sewer Systems (MS4s) to receive a Watershed General Permit. The Permit is in compliance with the provisions of the Federal Water Pollution Control act. The permit is for point source discharges of storm water from MS4 owners or operators.

- Department of Environment, Great Lakes, and Energy for storm water discharges from Municipal Separate Storm Sewer Systems (MS4s) to receive a Watershed General Permit. The Permit is in compliance with the provisions of the Federal Water Pollution Control act. The permit is for point source discharges of storm water from MS4 owners or operators.

Under the class settlement agreement, a settlement class member will receive a payment from the TMDL Fund if "it is subject to and/or responsible for a TMDL, TMDL Alternative, or TMDL Direct-to-Implementation regulation, promulgated or updated after January 1, 2010, wherein PCB is a named constituent." (Class Action Settlement Agreement, p. 17 – Attachment #1) The Ottawa County Water Resources Commissioner has the obligation to create and carry out a TMDL Implementation Plan under its NPDES Permit from EGLE. (NPDES Permit issued to Ottawa County Water Resources Commissioner – Attachment #2). Thus, Ottawa County was eligible for, and received, a settlement from the Class Action TMDL Fund.

The calculation to arrive at the amount of the award was based on the watershed areas that contain PCBs and a factor that measures the amount of impervious surface of that area. Adjustments were then made for other factors such as population of the area.

What is the purpose of the settlement funds received by Ottawa County?

It is critical to note that, under the Class Action Settlement Agreement, ***"TMDL funds are intended to compensate Settlement Class Members for restitution and remediation including***

mitigation of contaminated property, stormwater, and/or stormwater systems, including compliance with a TMDL." (Class Action Settlement, p. 18)

The settlement was not intended to be a source of funds for general county priorities, but rather to directly respond to the county's obligations under its NDPES permit for its MS4. The MS4 administered by the county is essentially storm water drainage through the county's established drains as well as storm water drainage systems maintained by other governmental entities within the county as administered by the Water Resources Commissioner under the county's NDPES permit. ***There is no other reason why the county is being provided these settlement funds.***

Aren't the settlement funds "unrestricted?"

Yes and no. Legally, there are no specific restrictions attached to the funds such that an accounting is necessary to the court overseeing the settlement (or any other agency). In that sense, the funds are indeed "unrestricted." Nevertheless, the Settlement Agreement makes it clear that the funds are to compensate for restitution and remediation of contaminated property, stormwater, and/or stormwater systems, including -- but not necessarily limited to – compliance with a TMDL. Thus, in that sense it is proper to consider the funds as limited to expenses related to those activities and no other. If the settlement funds are used for other county priorities, when the need for restitution and remediation of contaminated stormwater systems arises in the county in the future, the county will be answerable to why those funds are no longer available.

Could the county be legally responsible for repaying settlement funds that are not used as intended by the Settlement Agreement?

This is unknown at this point, but the possibility of legal action taken by entities that would have benefited from the fund for restoration and remediation, now or in the future, exists. This settlement is not a "windfall" to augment the general county budget or to fund general county priorities. It is a fund with a specifically described intention for which the public has a legitimate right to expect that it be used as intended.

What should the county do with these funds?

Given the purpose of the settlement payment, these funds should be earmarked to support the work of the County Water Resources Commissioner in the administration of and compliance with the county's NPDES Permit toward the elimination of pollutants in the county's MS4. The settlement is purposed to clean up the county's stormwater discharge and it should be dedicated to that cause.

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Human Resources
Submitted By:	Marcie Ver Beek
Agenda Item:	Sheriff's Office Personnel Request - AV

Suggested Motion:

To approve a proposal to increase the four (4) Audio Video Specialists, 1.0 FTE full-time, benefited Group T Level 7 to 1.0 FTE full-time benefited Unclassified Level 8 for a total cost of $16,142.

Summary of Request:

The Ottawa County Sheriff's Office is implementing body and in car cameras. Originally, in the budget cycle the positions were requested as Group T- Level 7, and approved. We have currently found that more extensive job duties and responsibilities will be needed of these positions, and will be similar to the same position (Video Audio Specialist) in the Prosector's Office, therefore we are looking to correct this prior to filling the positions.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	Yes	No	N/A
$16,142.00	$16,142.00		☑	☐	☐

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:

Approved at May 7, 2024 Finance and Administration Committee Meeting

2024 Estimated Costs per Deductions
Employee Costs

Sheriff's Office - Audio-Video Specialist
Group T Paygrade 7 to Unclassified Paygrade 8

FTE	Wages	Benefits	TOTAL COST
1.0000	$ 50,000.60	41,414.51	91,415.11
1.0000	$53,486.68	41,964.10	95,450.78
		Difference	4,035.66
	4 positions	=	16,142.64

Sheriff's Audio/Video Specialist-Unclassified Paygrade 8

POSITION SUMMARY

This position processes open records requests for body worn camera, in-car camera, and other digital media, including the review and redaction of video/audio for public release for the Ottawa County Sheriff's Office. Performs related information technology services duties as required. May require assistance to the Records Division to provide minimum staffing requirements to assist with customer service. Must have a working knowledge of the Records Management System (RMS) and the Michigan Freedom of Information Act (FOIA) statutes.

DUTIES AND RESPONSIBILITIES

The listed examples of work are not intended to be all-inclusive. They may be modified with additions, deletions, or changes as necessary.

Essential Duties & Responsibilities

Reviews, analyzes, and processes open records requests and court subpoenas for relevant body worn camera, in-car camera, or other digital media, as well as other documents, and data records and 911 Recordings.
Responds to requests for public records in accordance with FOIA Freedom of Information Act, regulations, and departmental policies and procedures, making redactions as necessary before release.
Searches, compiles, analyzes, and redacts video, audio, and documents.
Ensures the department's electronic open records and criminal justice records procedures, processes, and other documentation are up to date with current and accurate content.
Improves practices and procedures for efficient and accurate processes.
Diagnoses and resolves issues related to video/audio redaction, software, tools and practices.
Provides training as needed of the open records processes, polices, requirements, and software tools used to perform searches, analysis, and redaction of digital video and other open records and criminal justice records
Understands and follows complex written and oral instructions and applies proper policies, procedures, and guidelines.
Must maintain the confidentiality and integrity of sensitive information obtained or reviewed.
Provides exceptional and timely customer support with the emphasis on excellent oral and written communications to requestors and staff.
Participates in operations of other Law Enforcement information technology services as required.
Ensures compliance with privacy and legal standards in the collection and storage of audio-visual data.
Ensures the chain of custody for audio-visual materials in accordance with legal requirements.
Keeps abreast of current technical advances and industry changes. Provides expert courtroom testimony as required.
May gather and provide confidential information regarding internal investigations.

PREPARATION AND TRAINING

Education: High School Diploma or GED required, Associate's degree strongly preferred. Combined with post-secondary or vocational coursework in computer technical training, Informational Technology, Criminal Justice, Forensic Science or similar field and two years of clerical experience preferably in law enforcement or an equivalent combination of education, training, and experience.

Certifications and/or Licensures: None

Required Driver's License: Valid Michigan driver's license.

KNOWLEDGE, SKILLS, AND ABILITIES

Experience working in audio/video software editing and redacting both audio and video.
Experience with multiple media platforms/players preferred.
Highly skilled in standard computer operating systems and software (Adobe Acrobat, Windows, Microsoft Office, Excel, Word, PowerPoint) with strong ability to learn new software.
Experience with digital video editing and redaction tools and practices.
Knowledge of the Freedom of Information Act, regulations, and departmental policies and Criminal Justice Records laws.
Ability to view and analyze challenging information through the lens of law enforcement, in alignment with legal and investigative frameworks.
Excellent powers of observation
High moral character with a clean background
Good working knowledge of the criminal justice system
Thorough understanding of confidentiality
Ability to work positively and objectively with managers, employees, and applicants with a wide range of cultural and socio-economic backgrounds and with varying levels of interpersonal communication skills.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

Work is performed in a standard office environment, requiring sitting for extended periods of time, and occasional light lifting (up to 15 lbs.). Job requires visual and physical capabilities to perform work on computers and associated equipment for prolonged periods of time (4-6 hours daily).

Must be able to pass an in-depth background check for CJIS purposes.

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
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:	General Fund Cost:	Included in Budget:	☐ Yes	☑ No	☐ N/A
$0.00	$0.00				

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:

Approved at Finance and Administration Committee May 7, 2024

	Fund	Department	Explanation	Revenue	Expense
06-1704	General Fund	Sheriff	To recognize revenue and appropriate expense for the cost of service reimbursement from a local unit after a HAZMAT Callout.	$ 4,920.00	$ 4,920.00
07-122	Governmental Grants	Circuit Court	Toadjust the grant amount to match the award for the Michigan Drug Court Grant Program. Total Grant: $157,000 Grant Period: FY24	$ 8,000.00	$ 8,000.00
07-1092	Parks & Recreation	Parks Department	To recognize revenue and appropriate expense for the donation of land to Parks. The property is 30 acres and is deed restricted for recreational use.	$ 265,716.00	$ 265,716.00
07-1097	Health Fund	Public Health	To recognize revenue and appropriate expense for the new NACCHO Vector Control Collaborative grant. This grant will provide a mentor who will provide on-site technical assistance to the ongoing vector-borne disease surveillance and prevention program. Funding will be used for payroll, indirect costs, and other operating costs. Total Grant: $14,999 Grant Period: FY24	$ 14,999.00	$ 14,999.00
07-1112	Health Fund	Public Health	To recognize revenue and appropriate expense for the new Measles Readiness and Reponse Grant through MDHHS. This grant will support the Health Department in establishment of a measles readiness and response plan, supplement their ability to assess risk and prepare communities for measles outbreaks. The funding can be used for targeted outreach to vulnerable communities and to support response to measles cases. Total Grant: $25,000 Grant Period: FY24	$ 25,000.00	$ 25,000.00
07-1511	General Fund	Sheriff	To recognize revenue and appropriate expense for a private donation to help cover the costs of a new K9 unit.	$ 11,000.00	$ 11,000.00
07-1512	General Fund	Administrator Contingency	To appropiate expense for professional services related to the OCCDA dispatch center quit claim deed.		$ 610.00 $ (610.00)

Action Request

Electronic Submission – Contract # 2297

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIONERS

Meeting Date: 5/14/2024

Vendor/3rd Party: TEAM PINK CORP.

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: IDEMA EXPLORERS TRAIL TEAM PINK TRAIL EASEMENT

Suggested Motion:

To approve acquisition of an easement from Team Pink Corp. for the purpose of constructing, operating, and maintaining a portion of the Bass River Segment of the Idema Explorers Trail at a cost of $10,000.

Summary of Request:

As part of on-going efforts to secure land and easements as required for construction, operation, and maintenance of the Idema Explorers trail along the Grand River, this easement provides a key linkage between State and County owned properties near the Bass River State Recreation Area.

Financial Information:

Total Cost: $10,000.00	General Fund Cost: $0.00	Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/7/2024

TRAILWAY EASEMENT

Parcel No. 70-09-17-200-12
Bass River Segment
Non-Motorized Trail Project

THIS INDENTURE made and entered into this 24th day of April, 2024, by and between **TEAM PINK CORP.**, a Michigan corporation, with a mailing address of 8275 Warner Street, Allendale, Michigan 49401 hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

BACKGROUND:

For and in consideration of ten thousand dollars ($10,000) the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

> **Fee Description**: East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17, Town 7 North, Range 14 West, approximately 40 acres (Tax Parcel No. 70-09-17-200-002), hereinafter "Burdened Property."

The Easement area, which Grantor intends to use as a public non-motorized trailway for a bicycle path and walkway (the "Trailway"), is described as follows:

> **Easement Description**: An approximate 800 foot long by 30 foot wide strip of land running easterly and westerly to be situated and located in the area between 50 feet and 300 feet south of the northern boundary line of the Burdened Property, and as shown on the Easement Sketch Map attached as **Exhibit A**, hereinafter "Easement"; provided at such time as Grantee has determined the proposed route of the Trailway, the design specifications and route shall be submitted to Grantor for its consideration and route location approval, at which time the parties will amend this Easement to provide for the specific route to be utilized for this Easement Description and the Trailway location.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Trailway

(including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Trailway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Trailway Easement as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of such Trailway Easement, together with the right to install signs on the adjacent land as to the use by the public.

The Grantor warrants that they have the right and authority to grant this Trailway Easement as above-described and own the lands covered by the Trailway Easement. The Grantor grants such Easement to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors, guests, and assigns, **FOREVER**, subject to its amendment to locate the specific "as-built" route for this Trailway Easement.

The Trailway Easement shall include, but not be limited to, the right to enter upon it any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Trailway, together with the right to excavate a foundation for the location of such Trailway. This Trailway Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Trailway which may interfere with the location, construction, maintenance, repair or upkeep of such Trailway. The County, as a consideration for granting the right to construct and install such Trailway, shall be obligated to fill and grade to ground level the areas adjoining the Trailway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass alongside such Trailway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the Trailway Easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Trailway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County's expense.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or arising out of the construction, installation, repair, upkeep, maintenance or presence of the Trailway over and across the piece or parcel of land of Grantor, except where caused by the negligence or intentional acts of the Grantor, or the Grantor's heirs, representatives, successors or assigns. The Grantor further agrees that the Grantor will not construct a building, structure or improvement on such Trailway Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Trailway, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

All provisions of this Indenture, including the benefits and burdens, shall run with the land and bind all owners and all heirs, successors, assignees, tenants, and personal representatives of Burdened Parcel.

Non-use or limited use of the Easement shall not prevent the County or its successors or assigns from later use of the same to the fullest extent authorized in this Indenture.

This Trailway Easement may be amended, altered, modified, or terminated by, and only by, the mutual written agreement of all parties, then owning or having an interest of record in the Burdened Parcel affected by the amendment or by all parties owning or having an interest of record in the Easement or power to be terminated. The parties have agreed that the location for such improved Trailway

Easement will, prior to construction, have its intended centerline staked with a monument every 50 feet as to its intended location, and upon completion of construction of the trailway improvements, a legal description will be prepared by a licensed surveyor at the expense of the County and this Trailway Easement will be amended by the parties to locate within a 50 foot wide strip of land, the "as-built" location of this Trailway Easement.

The Easement and right-of-way herein granted may be utilized for ingress and egress by the County or any emergency service agency to provide, without limitation, access for fire and police vehicles, ambulances and rescue vehicles, and other lawful governmental or private emergency services, including adjoining extensions of the Trailway Easement.

If the Burdened Property is subdivided or split and results in additional parcels, then any additional owners of such new parcels will hold title to such parcels subject to the terms of this Easement.

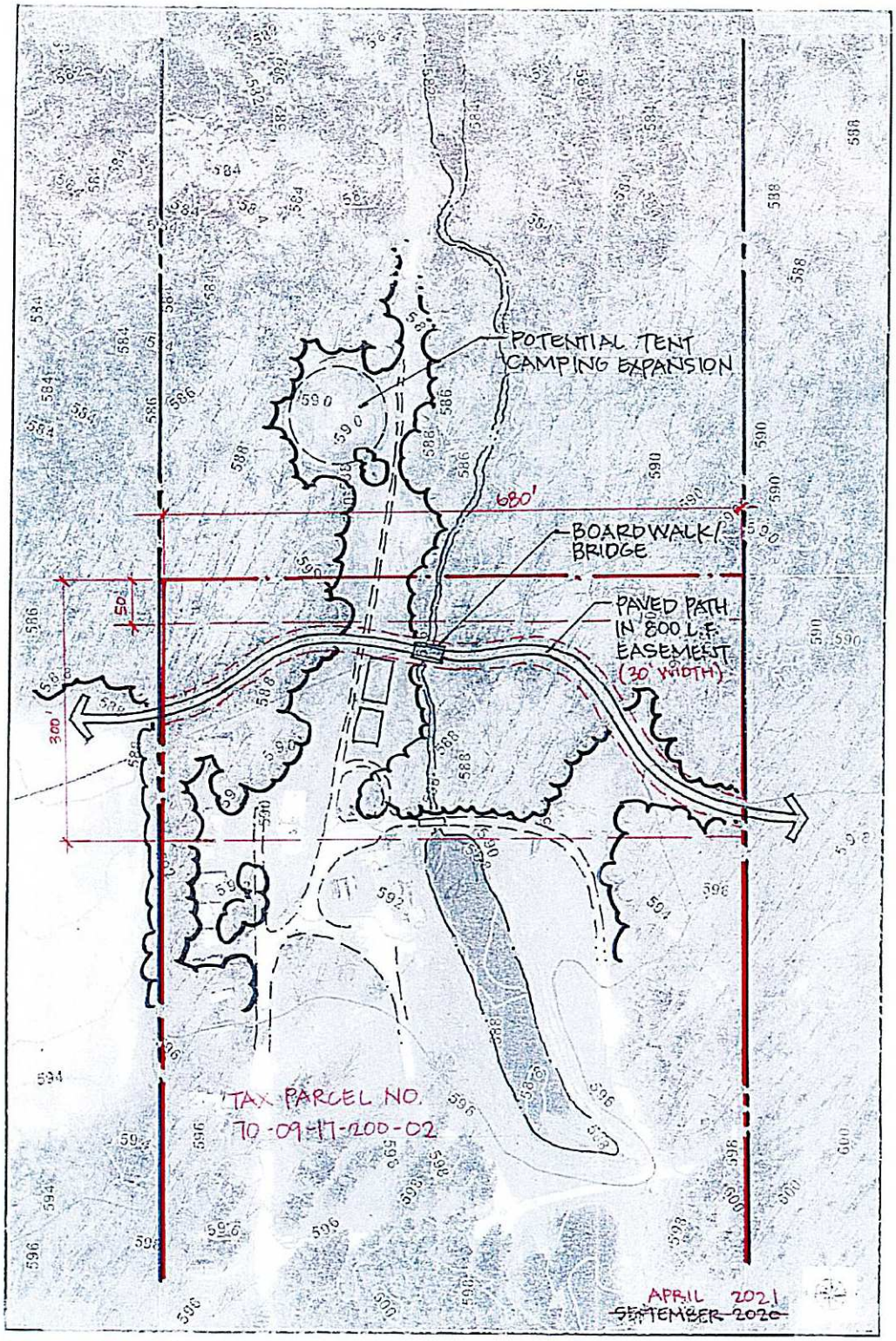
If any term, covenant, or condition of this Indenture or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Indenture, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Trailway Easement shall be valid and enforced to the fullest extent permitted by law.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

[Signatures on Next Page]

Exhibit A
Easement Sketch



EASEMENT SKETCH
Allendale KOA

0 50 100 200
Feet

Ottawa County Parks & Recreation Commission

TEAM PINK CORP.
a Michigan corporation

By: _____
Dione Brown
Its: President

By: _____
Robert M. Brown POA Sandra Brown
Its: Secretary

STATE OF MICHIGAN)
ss.
COUNTY OF OTTAWA)

On this 24th day of April, 2024, before me in Ottawa County, Michigan, personally appeared Dione Brown and Robert M. Brown POA for Sandra Brown to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed on behalf of said corporation.

_____
Notary Public, Muskegon County, Michigan
Acting in Ottawa County
My commission expires: 7/18/28

Drafted By:
C. Nicholas Curcio
Curcio Law Firm PLC
16905 Birchview Drive
Nunica, MI 49448

When Recorded Return To:
Grantee

RACHEL SANCHEZ
Notary Public, State of Michigan
County of Muskegon
My Commission Expires 18-Jul-2028
Acting in the County of Ottawa

OTTAWA COUNTY

By: _____ _____
Joe Moss, Chairperson Date
Board of Commissioners

By: _____ _____
Justin F. Roebuck, Clerk/Register Date

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Administration
Submitted By:	Jordan Epperson
Agenda Item:	Housing Commission Appointment

Suggested Motion:

To remove John Gibbs from the Ottawa County Housing Commission and appoint Jon Anderson in the vacancy.

Summary of Request:

N/A

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Administration
Submitted By:	Jordan Epperson
Agenda Item:	2024 Grand Valley Metropolitan Council Appointment

Suggested Motion:

To appoint Jon Anderson to the Grand Valley Metropolitan Council for Ottawa County for 2024.

Summary of Request:

N/A

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Administration
Submitted By:	Jordan Epperson
Agenda Item:	2024 Lakeshore Advantage Appointment

Suggested Motion:

To appoint Jon Anderson to the Lakeshore Advantage Board for Ottawa County for 2024.

Summary of Request:

N/A

Financial Information:

Total Cost:	$0.00	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Administration
Submitted By:	Jordan Epperson
Agenda Item:	2024 Road Millage Resolution

Suggested Motion:

To approve the language contained within the resolution for renewal of the ten (10) year Road Millage to appear on the primary ballot on August 6, 2024.

Summary of Request:

The following resolution contains language to appear before voters on the 2024 Primary Ballot on August 6, 2024.

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION TO APPROVE BALLOT LANGUAGE FOR A MILLAGE RENEWAL TO PROVIDE FUNDS FOR RECONSTRUCTION, RESURFACING, AND PREVENTATIVE MAINTENANCE OF PUBLIC ROADS AND STREETS WITHIN OTTAWA COUNTY, PLACE THE MILLAGE RENEWAL PROPOSAL ON THE BALLOT FOR THE AUGUST 6, 2024, PRIMARY ELECTION, AND CERTIFICATION OF THE BALLOT QUESTION LANGUAGE.

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 14th day of May, 2024 at 9:00 AM local time.

PRESENT: Commissioners: _____
_____
_____

ABSENT: Commissioners: _____

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

WHEREAS, Section 20b of the general highway law, being MCL 224.20b, expressly authorizes the Board of Commissioners for the County of Ottawa to submit to the county electorate the question of a tax levy for highway, road, and street purposes.

WHEREAS, the Board of County Road Commissioners of the County of Ottawa has the primary responsibility to provide reasonably safe roads for public travel through construction and maintenance activities.

WHEREAS, the voters of Ottawa County in 2014 supported a 0.50 mill countywide road millage for the reconstruction, resurfacing, and preventative maintenance of public roads and streets in Ottawa County for a period of ten (10) years (2015-2024), and

WHEREAS, the countywide road millage funds were utilized for road improvements and repairs for the benefit and safety of the citizens of Ottawa County, and

WHEREAS, 100% of the millage revenue generated within each Township, City, or Village over the current countywide road millage period were utilized to provide reasonably safe roads through reconstruction, resurfacing, and preventative maintenance on public roads within each respective Township, City, and Village, and

WHEREAS, the limited road improvement and maintenance revenues that come from the State of Michigan through Public Act 51 of 1951 have not kept up with inflation and increased construction costs, thus reducing the amount of construction and maintenance activities needed to provide reasonably safe roads.

WHEREAS, on April 9, 2024, the Board of County Road Commissioners of the County of Ottawa formally requested that the Board of Commissioners place the ten-year (2025-2034) renewal of the .50 mill countywide road millage on the August 6, 2024, ballot for voter consideration, the Board of Commissioners moved to place the countywide road millage renewal on the August 2024 ballot for voter consideration, and the motion passed, but there was no accompanying Resolution from the Ottawa County Board of Commissioners.

WHEREAS, in order to comply with MCL 224.20b, the Ottawa County Board of Commissioners believes a Resolution by the Ottawa County Board of Commissioners is appropriate and, in consideration of the proposed ten (10) year renewal of the .50 mill countywide road millage to fund road improvements in Ottawa County, as more fully set forth in the ballot question language contained in this Resolution, agrees that the electors of Ottawa County should have the opportunity and the right to consider and vote upon this proposal at the August 6, 2024 Primary Election.

WHEREAS, the Ottawa County Board of Commissioners, at its regularly scheduled meeting on May 14, 2024, has reviewed and approved the language of the ballot question set forth below.

NOW THEREFORE BE IT RESOLVED BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS, that there shall be submitted to the electors of the County of Ottawa at the Primary Election to be held on August 6, 2024, the following ballot question with the following ballot language:

Shall the current countywide road millage rate, as approved by the voters in 2014, be renewed at a reduced rate for a period of ten (10) years beginning in the 2025 calendar year and ending December 31, 2034, as provided for by Section 6 of Article IX of the Michigan Constitution of 1963, for the sole purpose of funding the reconstruction, resurfacing, and preventative maintenance of public roads and streets within Ottawa County?

The current countywide road millage rate is 0.4767 mills. Based on Headlee rollbacks, the estimated reduced millage rate in 2025 will be 0.4578 mill (approximately Forty-Six Cents ($0.46) of each One Thousand ($1,000) Dollars of Taxable Value) assessed against taxable property within the County of Ottawa, Michigan. If approved and levied in its entirety in the first year of authorization, this millage will raise an estimated $7,142,000. In accordance with State law, the countywide road millage will be disbursed to the Ottawa County Road Commission, the Cities of Coopersville, Ferrysburg, Grand Haven, Holland, Hudsonville, and Zeeland, and the Village of Spring Lake.

BE IT FURTHER RESOLVED, that the Ottawa County Board of Commissioners hereby certifies to the Ottawa County Clerk that the following ballot question language is the

appropriate ballot language to be submitted to the voters in Ottawa County at the Primary Eelction to be held on August 6, 2024:

Shall the current countywide road millage rate, as approved by the voters in 2014, be renewed at a reduced rate for a period of ten (10) years beginning in the 2025 calendar year and ending December 31, 2034, as provided for by Section 6 of Article IX of the Michigan Constitution of 1963, for the sole purpose of funding the reconstruction, resurfacing, and preventative maintenance of public roads and streets within Ottawa County?

The current countywide road millage rate is 0.4767 mills. Based on Headlee rollbacks, the estimated reduced millage rate in 2025 will be 0.4578 mill (approximately Forty-Six Cents ($0.46) of each One Thousand ($1,000) Dollars of Taxable Value) assessed against taxable property within the County of Ottawa, Michigan. If approved and levied in its entirety in the first year of authorization, this millage will raise an estimated $7,142,000. In accordance with State law, the countywide road millage will be disbursed to the Ottawa County Road Commission, the Cities of Coopersville, Ferrysburg, Grand Haven, Holland, Hudsonville, and Zeeland, and the Village of Spring Lake.

BE IT FURTHER RESOLVED, that the Ottawa County Clerk is hereby instructed to carry out all appropriate statutory duties as set forth in this Resolution and the election laws of the State of Michigan so that the question of adoption may be submitted to the voters on August 6, 2024.

FINALLY, BE IT 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

CERTIFICATE

STATE OF MICHIGAN)

)ss.

COUNTYOFOTTAWA)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Ottawa County Board of Commissioners, Ottawa County, Michigan, at a regular meeting duly called and held on the 14th day of May, 2024, the original of which is on file in my office.

_____

JUSTIN F. ROEBUCK, Ottawa County Clerk/Register of Deeds

Action Request

Committee:	Board of Commissioners
Meeting Date:	05/14/2024
Requesting Department:	Strategic Impact
Submitted By:	Paul Sachs
Agenda Item:	Public Hearing Date - Terra Station Brownfield Plan Amendment

Suggested Motion:

To set a public hearing on the proposed Brownfield Plan Amendment for Terra Station Ventures LLC on Tuesday, May 28, 2024, to be held in the Ottawa County Board Room at 6:30 PM.

Summary of Request:

Terra Station Ventures LLC submitted an application for a Brownfield Plan Amendment (the Amendment) to the Ottawa County Brownfield Redevelopment Authority (OCBRA). On April 18, the OCBRA unanimously passed a motion recommending approval of the Amendment by the Ottawa County Board of Commissioners. The enabling statute, Act 381 (the Brownfield Redevelopment Act), authorizes the use of Tax Increment Financing through Brownfield Plan Amendments, and requires a public hearing to be held before the governing body (Ottawa County Board of Commissioners) considers a resolution approving the Amendment. The OCBRA is requesting that a public hearing be held during the May 28 meeting so that a resolution approving the Amendment can be considered at the June 11 meeting.

The project, commonly referred to as Terra Station, proposes to construct a complex of 12 buildings with associated parking and infrastructure improvements. Eleven buildings will be comprised of residential rental units and one will be a mixed-use concept with retail space on the ground level and residential rental units above. Of the 141 units of new housing stock this project will create, the applicant commits to maintaining 35 of those units at an affordable rent rate targeted to 80% - 95% Area Median Income (AMI) earning residents. The project is sited at 3302 Prospect Street in the City of Hudsonville, the former site of Farmers Co-op.

The Amendment requests approval to capture a maximum of $5,772,634 in State and local taxes over a maximum of 18 years, as allowed under the Brownfield Redevelopment Financing Act. The captured taxes will be used to reimburse Terra Station Ventures LLC for eligible costs as defined by Act 381, including potential rent loss related to the affordable housing units that created a financing gap for the developer. This reimbursement amount will not exceed $4,303,100. The remaining capture will be used to reimburse the OCBRA for administrative costs, deposited into the State Brownfield Revolving Fund as required by the Act, and deposited into the Local Brownfield Revolving Fund.

If approved, this project will be the first in the County to utilize the changes to the Act that passed in 2023, which makes certain housing property and certain housing development activities eligible for tax increment financing via a Brownfield Plan Amendment. The OCBRA currently administers four other Brownfield Plan Amendments located in the Village of Spring Lake, Wright Township, and Blendon Township.

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: