

Allegan County Board of Commissioners



County Services Building
3283 – 122nd Avenue
Allegan, MI 49010
269-673-0203 Main Office
269-686-5331 Main Fax
<http://www.allegancounty.org>

*Jim Storey, Chairperson
Dean Kapenga, Vice Chairperson*

BOARD OF COMMISSIONERS MEETING – AGENDA

Thursday, March 24, 2022 – 1PM

County Services Building – Board Room
Virtual Connectivity Options **Attached**

DISTRICT 1

Dean Kapenga
616-218-2599
dkapenga@
allegancounty.org

1PM

CALL TO ORDER:

ROLL CALL:

OPENING PRAYER: Commissioner Tom Jessup

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: None

COMMUNICATIONS: Attached

APPROVAL OF MINUTES:

March 10, 2022

PUBLIC PARTICIPATION:

ADDITIONAL AGENDA ITEMS:

APPROVAL OF AGENDA:

PRESENTATIONS:

Retirement Recognition: Sergeant Morgan Sullivan

PROCLAMATIONS:

INFORMATIONAL SESSION:

Economic Development – Mandy Cooper

ADMINISTRATIVE REPORTS:

DISTRICT 2

Jim Storey
616-848-9767
jstorey@
allegancounty.org

DISTRICT 3

Max R. Thiele
269-673-4514
mthiele@
allegancounty.org

DISTRICT 4

Mark DeYoung
616-318-9612
mdeyoung@
allegancounty.org

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (3/18/22 & 3/25/22)
-

DISTRICT 5

Tom Jessup
269-637-3374
tjessup@
allegancounty.org

ACTION ITEMS:

1. None
-

DISTRICT 6

Gale Dugan
269-694-5276
gdugan@
allegancounty.org

DISCUSSION ITEMS:

1. Parks & Recreation—Bysterveld Park Walking Trail Improvement (211-205)
 2. Parks & Recreation—West Side Park Topographical Survey (211-220)
 3. Outside Lobbyists (Commissioner Kapenga)
-

DISTRICT 7

Rick Cain
269-744-7918
rcain@
allegancounty.org

NOTICE OF APPOINTMENTS & ELECTIONS:

APPOINTMENTS:

Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

1. Brownfield Redevelopment Authority
 - One Representative—term expires 12/31/19
 - One Representatives—term expires 12/31/21
2. Parks Advisory Board
 - One Representative—term expires 12/31/22
 - One Representative—term expires 12/31/21
3. Solid Waste Planning Committee
 - One Solid Waste Industry Representative—term expired 12/31/20
 - One Township Representative—term expired 12/31/19
 - One Industrial Waste Generator Representative—term expired 12/31/20
 - One Solid Waste Representative—term expired 12/31/19

ELECTIONS:

1. Community Mental Health:
 - Two General Public Representatives—term expires 3/31/22
 - One Family Representative—term expires 3/31/22
2. Commission on Aging
 - One Member At-Large Representative—term expired 12/31/22
3. Economic Development Commission
 - One Arts & Culture Representative—term expired 12/31/21
 - One Mfg./Industry Representative—term expired 12/31/21
 - One Real Estate/Development Representative—term expired 12/31/22
 - One Recreation/Tourism Representative—term expires 12/31/22

PUBLIC PARTICIPATION:

FUTURE AGENDA ITEMS:

- Opening Prayer: Commissioner Gale Dugan
- Informational Session: 57th District Court – Linda Lenahan, Administrator
- Motion to approve of claims paid and to incorporate into proceedings of the Board (4/1/22 & 4/8/22 & 4/15/22)
- Community Corrections Advisory Board (CCAB) Grant Application

REQUEST FOR PER DIEM/MILEAGE:

BOARDS AND COMMISSIONS REPORTS:

ROUND TABLE:

CLOSED SESSION: None scheduled

ADJOURNMENT: Next Meeting – Thursday, April 14, 2022, 1:00PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**



Allegan County Board of Commissioners



Allegan County Board of Commissioners Meeting

March 24, 2022



Allegan County
3283 122nd Ave
Allegan, MI 49010

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STEP 1: Connect to the Meeting

- OPTION 1: Zoom over Telephone

- Call (929) 205-6099 -or- (312) 626-6799 -or- (253) 215-8782
- Type in Meeting ID: 863 0066 7161, then #, then # again
- Type in Meeting Password: 32422, then #

- To raise your hand to speak, press *9
- To Mute and Unmute, press *6

<STOP here>

You do not have to continue reading the rest of the instructions.

- OPTION 2: Youtube

- Open Internet Explorer or Chrome
- Navigate to <https://www.youtube.com/channel/UCQIiZQstN2Pa57QAItAWdKA>
- Click on image of “Live” video

<STOP here>

You do not have to continue reading the rest of the instructions.

- OPTION 3: Zoom over Web browser

- Open Internet Explorer or Chrome
- Navigate to <https://zoom.us/j/86300667161>
- Meeting Password: 32422

<Continue with the rest of the instructions>

STEP 2: Enter registration information

The screenshot shows a web browser window with the URL `zoom.us/webinar/register/WN_YneHxuk_SjqfnMwchbtUEg`. The page title is "Webinar Registration".

Registration details:

- Topic: BOC Meeting - 4/9/2020
- Time: Apr 9, 2020 01:00 PM in Eastern Time (US and Canada)

Registration form fields (marked as required with an asterisk):

- First Name *
- Last Name *
- Email Address *
- Confirm Email Address *

Additional elements:

- I'm not a robot (reCAPTCHA)
- Join Webinar in Progress (button)
- reCAPTCHA challenge grid with the instruction "Select all images with" (partially visible)

Four blue arrows with white text provide instructions:

1. Enter name and email (points to the name and email input fields)
2. Click this box (points to the "I'm not a robot" checkbox)
3. Answer challenge question (points to the reCAPTCHA image grid)
4. Click when done. (points to the "Join Webinar in Progress" button)

Footer navigation links:

- About: Zoom Blog, Customers, Our Team, Why Zoom, Features, Careers, Integrations, Partners, Investors
- Download: Meetings Client, Zoom Rooms Client, Browser Extension, Outlook Plug-in, Lync Plug-in, iPhone/iPad App, Android App
- Sales: 1.888.799.9666, Contact Sales, Plans & Pricing, Request a Demo, Webinars and Events
- Support: Test Zoom, Account, Support Center, Live Training, Feedback, Contact Us, Accessibility

STEP 3: This Window will appear when connected.



STEP 4: Adjust audio settings (if needed)

The screenshot shows a meeting interface with a 'Settings' window open. The 'Audio' section is selected in the left sidebar. A context menu is open, showing options for speaker selection. Blue arrows labeled '1' and '2' indicate the steps to adjust audio settings.

Settings

- General
- Video
- Audio**
- Share Screen
- Virtual Background
- Recording
- Statistics
- Feedback
- Keyboard Shortcuts
- Accessibility

Speaker

Test Speaker Remote Audio

Output Level: _____

Volume:

Microphone

Test Mic _____

Input Level: _____

Volume:

Automatically adjust volume

Use separate audio device to play ringtone simultaneously

Automatically join audio by computer when joining a meeting

Mute my microphone when joining a meeting

Press and hold SPACE key to temporarily unmute yourself

Sync buttons on headset

Advanced

Context Menu:

- Select a Speaker
- ✓ Remote Audio
- Same as System
- Test Speaker & Microphone...
- Leave Computer Audio
- Audio Settings...

Meeting Content:

269-673-4514
mthiele@allegancounty.org

Economic Development — Greg King, Director
ADMINISTRATIVE REPORTS:

DISTRICT 4
Mark DeYoung
816-318-9612
mdeyoung@allegancounty.org

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (3/20/20 & 3/27/20)

Audio Settings ^

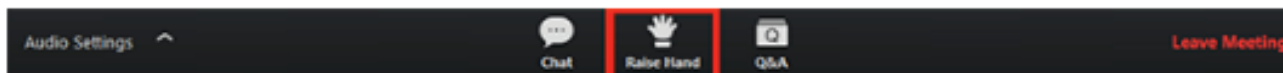
Chat Raise Hand Q&A

STEP 5: Raise hand to be recognized to speak.

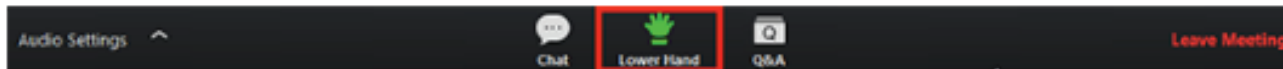
- Once “Raise Hand” is clicked, the Board Chairperson will receive notice and may UNMUTE your microphone when ready and verbally recognize you to speak.

On bottom of screen.

1. Click **Raise Hand** in the Webinar Controls.



2. The host will be notified that you've raised your hand.
3. Click **Lower Hand** to lower it if needed.



STEP 6: To leave the meeting

The screenshot displays a Zoom meeting window. At the top, a green banner reads "You are viewing Allegan County Administration's screen" with a "View Options" dropdown. In the top right corner, there is an "Enter Full Screen" button. The main area shows a document viewer for a Microsoft Word file titled "BOC20200409_agenda [Compatibility Mode] - Word". The document content includes the Allegan County Board of Commissioners logo and contact information for Jim Storey and Gale Dugan. The agenda items are listed as follows:

BOARD OF COMMISSIONERS MEETING – AGENDA

DISTRICT 1
Doan Kasperge
616-218-2599
dkasperge@allegancounty.org

DISTRICT 2
Jim Storey
616-848-9767
jstorey@allegancounty.org

DISTRICT 3
Max R. Thiele
269-673-4514
mthiele@allegancounty.org

DISTRICT 4
Marilyn D. Young

Virtual Meeting – Connectivity Instructions Attached

1PM

CALL TO ORDER:
ROLL CALL:
OPENING PRAYER:
PLEDGE OF ALLEGIANCE:
COMMUNICATIONS: Attached
APPROVAL OF MINUTES: Attached

PUBLIC PARTICIPATION:
ADDITIONAL AGENDA ITEMS:
APPROVAL OF AGENDA:
PRESENTATIONS:
PROCLAMATIONS:
INFORMATIONAL SESSION: Attached
ADMINISTRATIVE REPORTS:

CONSENT ITEMS:

The document viewer shows "PAGE 1 OF 2" and "251 WORDS". At the bottom of the Zoom window, the meeting control bar includes "Audio Settings", "Chat", "Raise Hand", "Q&A", and a red "Leave Meeting" button. A large blue arrow points to the "Leave Meeting" button.

Iron County Board of Commissioners
RESOLUTION
Urging the Return of State Workers to In-Person Operations

Whereas, in October 2021 the State of Michigan removed the set date for State workers to return to in-person operations and left each department or agency to set their own schedule to return, and

Whereas, each department and agency have the knowledge and resources to develop agency work plans to return to in-person operations; and

Whereas, the majority of businesses, industry, governmental operations, school districts and non-profit agencies have returned to on-site operations; and,

Whereas, Iron County has received complaints from citizens concerning the lack of accessibility and the delay of responsiveness due to State workers not operating within their on-site offices, as well as have experienced difficulties and delays in coordinating services between county offices and state departments and agencies such as DHHS; and,

Now Therefore Be It Resolved, that the Iron County Board of Commissioners urges Governor Whitmer to immediately direct department and state agencies to complete work plans to return to on-site operations as quickly as possible in order to provide the services and convenience that the citizen of Michigan expect from their government; and

Be it Further Resolved, that a copy of this Resolution be forwarded to all Michigan Counties, Senator Ed McBroom and Representative Greg Markkanen, the Michigan Association of Counties and Governor Gretchen Whitmer.

The foregoing resolution was moved by Commissioner _____ Mike Stafford _____ and

Supported by Commissioner _____ Jacob Conery _____.

Roll Call Vote:

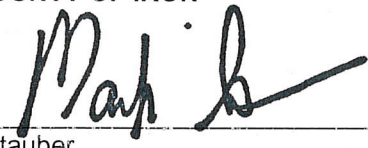
AYES: Patti Peretto, Mike Stafford, Mark Stauber, Jacob Conery


NAYES: none

ABSENT: Jeff Ofsdahl

Resolution Declared Adopted on 3/8/2022:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF IRON**

By: 
Mark Stauber
It's Chair

By: 
Julie Kezerle
It's Clerk



ALLEGAN COUNTY BOARD OF COMMISSIONERS

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MARCH 10, 2022 SESSION

JOURNAL 70

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DRAFT

MORNING SESSION

MARCH 10, 2022 SESSION - PLEDGE OF ALLEGIANCE, ROLL CALL

1/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Board Room of the County Services Building in the Township of Allegan on March 10, 2022 at 9:00 A.M. in accordance with the motion for adjournment of February 24, 2022, and rules of this board; Chairman Storey presiding.

The Deputy Clerk led the Board in the Pledge of Allegiance to the flag.

Upon roll call the following members answered as Commissioners for the respective Districts:

DIST #1	DEAN KAPENGA	DIST #5	TOM JESSUP
DIST #2	JIM STOREY	DIST #6	GALE DUGAN
DIST #3	MAX THIELE	DIST #7	RICK CAIN - Absent
DIST #4	MARK DeYOUNG		

PUBLIC PARTICIPATION - COMMENTS

2/ Chairman Storey opened the meeting to public participation and the following individual offered comment:

1. Monterey Township Supervisor Henry Reinart addressed the board regarding ARPA funds and broadband

AGENDA ADDITIONS

3/ Chairman Storey asked if there were any additions or changes to the agenda. Commissioner Storey asked to amend the agenda to move discussion item #2 Broadband Funding Models from Workgroup as discussion item #1.

Moved by Commissioner Kapenga, seconded by Commissioner Thiele to adopt the changes to the meeting agenda as requested. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

AGENDA - ADOPTED AS AMENDED

4/ Moved by Commissioner Kapenga, seconded by Commissioner Thiele to adopt the meeting agenda as amended. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

DISCUSSION ITEMS**BROADBAND FUNDING MODELS FROM WORKGROUP**

5/ Chairman of the Broadband Action Workgroup Austin Marsman and Project Manager Jill Dunham addressed the board with funding models on broadband. Discussion followed.

ALLEGAN COUNTY BROADBAND ACTION WORKGROUP

MARCH 2022

Who are we?

The Broadband Action Workgroup (BAW), established by the Allegan County Board of Commissioners, holds regular meetings on the first and third Thursday of each month.



What are our goals?

Upon verification of eligibility through the ARPA funds or identification/allocation of alternative funds, hire a directly employed or contracted project lead (and possibly team) to lead the project and deliver results for Board approved Specific, Measurable, Actionable, Realistic, Timebased (S.M.A.R.T.) goals.

Consider partners, technical professionals, and other stakeholders to serve as an advisory resource to the project team.

Gather necessary and relevant data to form S.M.A.R.T. Goals

Consider plans, proposals, legislative initiatives, and other resources to establish and implement plans for increased accessibility.

Timeline

September 2021

Steve Shults, GM/CEO of Bloomingdale Communications, met with the workgroup

Steve Sedore, Director of Operations for Allegan County, presented on County history in this area.

October 2021

Merit presented to the workgroup

Holland Board of Public Works presented their municipal broadband project to the workgroup

November 2021

Workgroup understood a need to hire a project manager

December 2021

Mandy Cooper, Lakeshore Advantage, presented on economic trends to the rest of the workgroup

Existing ARPA correspondence was reviewed and interview committee was formed

Bob Stewart, Frontier Communications State Director, presented to the workgroup

Timeline (cont.)

January 2022

The project manager interview process picked up steam and the committee met regularly

A communication from the workgroup was drafted (and sent 2/2/22) to all local government units to gauge interest

February 2022

Scoring sheet and procedure for review were approved by the workgroup.

Jill Dunham was hired as the Project Manager

Resolution was passed calling for the funding of MIHI (Michigan High Speed Internet Office)

March 2022

Great Lakes Energy presented to the workgroup

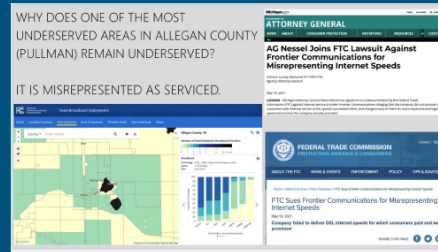
Steve Schuls, Bloomingdale Communications, returned to the workgroup

Next steps:

- Identifying the need and prioritizing areas
- Scoring matrix review
- Recommending **fundable** projects

Where is the interest?

Significant need has been communicated in Pullman (Lee Township); Green Lake (Leighton Township); as well as Monterrey Township and northern portions of the county.



It is the intent of the workgroup to recommend funding of projects that advance broadband access and affordability in Allegheny County. We see our role as reviewing and supporting funding requests before final approval by the Board of Commissioners.

Where do we go from here?

- Exploring options for surveys
- Prioritizing the investment(s) of ARPA funds

Scoring Sheet for Allegan County American Rescue Plan Act Grants

Name of Applicant				
Review Criteria				
ARPA Funding Requirements	Qualifies for Funding:		Does Not meet Expenditure Qualifications:	
	meets or exceeds 100 Mbps symmetrical service	<input type="checkbox"/> Yes <input type="checkbox"/> No	If does not meet expenditure qualifications, you may stop review here.	
	Provide service upon completion	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Incorporates federal low-income subsidy programs	<input type="checkbox"/> Yes <input type="checkbox"/> No		
ARPA Priorities	last-mile service	<input type="checkbox"/> Yes		
	service owned, operated, or affiliated with local governments	<input type="checkbox"/> Yes		
	communities currently lacking reliable 100/20 Mbps wireline	<input type="checkbox"/> Yes		
	lack of affordable access to broadband service	<input type="checkbox"/> Yes		
State and Broadband Funding Alignment	LNB Sufficient Access to Broadband 100/25 (USDA, RDOF)	<input type="checkbox"/> Yes		
	Be in a rural area (USDA, RDOF)	<input type="checkbox"/> Yes		
	Are was not previously funded or overlap with other funding service areas (USDA Reconnect)	<input type="checkbox"/> Yes		
Department of Commerce - Digital Equity Act	High poverty (USDA)	<input type="checkbox"/> Yes		
	low-income households, aging populations, incarcerated individuals, veterans, individuals with disabilities, individuals with a language barrier, racial and ethnic minorities, and rural inhabitants	<input type="checkbox"/> Yes		
Other Funding		<input type="checkbox"/> Yes		
If requestor is a local gov. unit, is it contributing significant funding as well as other resources to the success of project (Total of 5 Points Possible) Total Points Awarded				
Local unit contributing <50% ARPA	Local unit contributing <50% ARPA funds but contributing equivalent or greater funds for other sources.	Local unit contributing >50% ARPA or other funds to project.	Local unit contributing >50% ARPA or other funds to project and has significant local resources participating in project completion	
(0-4)	(5-9)	(10-14)	(15-20)	
Overall Project (Total of 5 Points Possible) Total Points Awarded				
Project poorly constructed and there would be little potential and/or community support	Project somewhat described but without enough detail to gauge impact or impact deemed low	Project well described with a complete picture and good community collaboration	Cleverly developed project with high potential for success; a novel proposal	
0	(1-2)	(3-4)	(5)	
Demonstrates a critical, identified need in the community: (Total of 10 Points Possible) Total Points Awarded				
Project goals are unclear or inappropriate; objectives not offered or not specific, measurable, achievable, realistic & time based, not related to the goals/objectives of ARPA	Project goals are clear; questionable objectives are offered that are weak or lack specificity or measures; Somewhat related to the goals/objectives of ARPA	Project goals are well framed and adequate; objectives are adequate to the task but could perhaps be strengthened; Clearly related to the goals/objectives of ARPA	Project goals are exceptionally well crafted; objectives are rich and do much in helping the project define success; Will definitely help reach the goals/objectives of ARPA RFP	
(0-2)	(3-5)	(6-8)	(9-10)	
Project Plan demonstrates a long-term investment in the community (Total of 20 Points Possible) Total Points Awarded				
Proposed steps are not offered or are not appropriate; Person/s responsible for different tasks are not stated or unclear; Time for completing steps not well established or may not be feasible	Proposed steps seem misguided or could be significantly improved; Person/s responsible for completing tasks are somewhat appropriate but could be improved; time for completing steps is offered but could be improved significantly	Proposed steps are adequate as presented; Person/s responsible for completing steps are adequate for the proposed effort; Time for completing steps seem as well founded and very achievable	Proposed steps are polished and well thought out; Person/s responsible for completing steps are well suited for the effort; Time for completing tasks is correctly assessed and confident this applicant can deliver on the planned work	
(0-4)	(5-9)	(10-14)	(15-20)	
Demonstrates an impact that extends beyond the boards of the local unit (Total of 5 Points Possible) Total Points Awarded				
-				

Appropriate partners or stakeholders are not involved, or no partners are identified	Some appropriate partners or stakeholders appear to be missing	The partners and stakeholders identified are adequate and their roles are clearly stated	The partners and stakeholders identified are fitting and will strengthen the project, and a letter of support provided that clearly indicates the partners role
0	(1-2)	(3-4)	(5)

Demonstrates a funding need that is beyond the ability of the local unit to fund solely through its allocation of ARPA funds as well as other resources (Total of 5 Points Possible) Total Points Awarded

Budget is very poorly constructed; disconnected from project	Budget marginally constructed, appropriately connected to the project with some exceptions	Budget matches well with scope or work as offered and is appropriate to the work	Budget is well crafted and in synergy with project plan
0	(1-2)	(3-4)	(5)

Demonstrates a long-term strategy to maximize impact and supports a strong and equitable recovery from the pandemic and economic downturn. (Applicant will receive extra points) Total Points Awarded

Purpose of grant was not	The purpose of the grants
0	(2)

Total Number of Points

Recommendations for Award Amount or other considerations:



**A RESOLUTION TO SUPPORT THE FUNDING AND STAFFING OF
THE MICHIGAN HIGH SPEED INTERNET OFFICE**

WHEREAS Governor Gretchen Whitmer, Lieutenant Governor Garlin Gilchrist, State Senator Aric Nesbitt, and State Representative Mary Whiteford have gone on the record that high speed broadband is a top infrastructure priority.

WHEREAS in Allegan County alone almost 34 percent of households do not have access to broadband at their homes.

WHEREAS the COVID-19 pandemic has demonstrated the dire and immediate need for affordable, reliable high speed broadband internet access at homes and businesses.

WHEREAS the digital divide is exacerbating the homework gap and learning inequity for students without broadband access at home.

WHEREAS educators are burdened with having to develop instruction for students both with and without high speed broadband at home.

WHEREAS lack of broadband access stifles entrepreneurship and attraction of both businesses and talent.

WHEREAS lack of broadband access negatively impacts economic development, property values, personal prosperity, education, health and safety and overall quality of life.

WHEREAS farmers rely on high speed broadband to monitor their crops, maintain their essential and costly equipment as well as tracking commodity prices, promoting agri-tourism and selling their products.

WHEREAS communities without broadband experience higher rates of lost lives, injury, and crime, and residents in these communities have difficulty leveraging capabilities like TeleHealth, online banking, virtual meetings, working remotely and distance learning.

WHEREAS broadband access can combat the isolation experienced by our seniors and those living alone by enabling them to stay connected to family and friends.

WHEREAS the Allegan County Board of Commissioners established the Broadband Action Workgroup in 2021 with the goal to feasibly close the digital divide and provide recommendations on the spending of funds.

WHEREAS a stated goal of the Broadband Action Workgroup is to consider plans, proposals, legislative initiatives, and other resources to establish and implement plans for increased accessibility.

RECOGNIZING that Governor Gretchen Whitmer established the Michigan Office of High Speed Internet on June 2, 2021 to coordinate and advance state efforts on expanding internet access.

RECOGNIZING the Infrastructure Investment and Jobs Act was signed into law by President Joe Biden on November 15, 2021 and has received bipartisan support including from Congressman Fred Upton (R-St. Joseph).

RECOGNIZING that Governor Gretchen Whitmer signed Executive Directive 2021-12 on November 29, 2021 readying state departments and agencies in response to the Infrastructure Investment and Jobs Act.

BE IT RESOLVED the Allegan County Broadband Action Workgroup supports funding and full-time staff for the Michigan High Speed Internet Office.

BE IT FURTHER RESOLVED the Allegan County Broadband Action Workgroup urges members of the State Legislature and Executive Office of the Governor to promptly reach an agreement to fund the Michigan High Speed Internet Office and appropriate federal funding to counties to expand broadband.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Gretchen Whitmer; Lieutenant Governor Garlin Gilchrist; State Senator Aric Nesbitt; State Representative Mary Whiteford; State Representative Steven Johnson; the Allegan County Board of Commissioners; and the Michigan Association of Counties.

Adopted: 2/17/22 Voice Vote Yes: 8 Ayes 0 Absent 3



Austin Marsman, Chairperson
Allegan County Broadband Action Workgroup

BREAK - 10:48 A.M.

6/ Upon reconvening at 11:01 A.M., the following Commissioners were present: Commissioner Kapenga, Storey, Thiele, DeYoung, Jessup and Dugan. Absent: Cain.

NATIONAL COMMUNITY SURVEY (NCS)—AUTHORIZE SURVEY

7/ **BE IT RESOLVED** the Board authorizes the County Administrator to negotiate and sign contract documents purchasing the services from the Polco National Research Center, Inc., 8001 Terrance Ave, Middleton, WI 53562; and

BE IT FURTHER RESOLVED that the Board appropriates \$24,200 for this project for the following services

- Polco Performance Plan 2022 \$17,000
- Full page of Custom Question \$4,800
- Remote Presentation of Results \$2,400

and contingent upon collection of the following contributing agencies

- Community Action of Allegan County \$2,000
- Allegan County Community Mental Health \$2,000
- Allegan Area Educational Services Agency \$1,000
- Allegan United Way \$500; and

BE IT FURTHER RESOLVED, Administration will build within the County's five year operational budget a plan to conduct a survey every three years; and

BE IT FINALLY RESOLVED that the Executive Director of Finance is authorized to make necessary budget adjustments within the existing operational budgeted funds and revenue collections to complete this project.

Moved by Commissioner Dugan, seconded by Commissioner DeYoung to take immediate action and approve the resolution as presented. Motion carried by roll call vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

BOARD PLANNING PROCESS - COUNTY NEWSLETTER

8/ Commissioner Kapenga had requested discussion on the possibility of Allegan County creating a newsletter similar to what Ottawa County is producing twice a year. A copy of Ottawa's newsletter was distributed to Commissioners. Discussion followed on constructing a newsletter for 2022 focused on the results from the 2019 Citizens Survey and the forthcoming Citizens Survey in 2022.

Moved by Commissioner DeYoung, seconded by Commissioner Kapenga to move forward with the development of a newsletter outlined by the County Administrator. Motion carried by roll call vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

PUBLIC PARTICIPATION - NO COMMENTS

9/ Chairman Storey opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

ADJOURNMENT UNTIL MARCH 24, 2022 AT 9:00 A.M.

10/ Moved by Commissioner Jessup, seconded by Commissioner Kapenga to adjourn until March 24, 2022 at 9:00 A.M. The motion carried by roll call vote and the meeting was adjourned at 11:45 A.M. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

AFTERNOON SESSION

MARCH 10, 2022 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL

11/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Board Room of the County Services Building in the Township of Allegan on March 10, 2022 at 1:00 P.M. in accordance with the motion for adjournment of February 24, 2022, and rules of this Board; Chairman Storey presiding.

The invocation was offered by District #4 Commissioner DeYoung.

The Deputy County Clerk led the Board in the Pledge of Allegiance to the flag.

Upon roll call the following members answered as Commissioners for the respective Districts:

- | | | | |
|---------|--------------|---------|--------------------|
| DIST #1 | DEAN KAPENGA | DIST #5 | TOM JESSUP |
| DIST #2 | JIM STOREY | DIST #6 | GALE DUGAN |
| DIST #3 | MAX THIELE | DIST #7 | RICK CAIN - Absent |
| DIST #4 | MARK DeYOUNG | | |

PUBLIC HEARING - GUN LAKE/MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT APPLICATION

12/ Deputy Clerk Tien tread the Notice of Public Hearing for the Gun Lake/Michigan Department of Natural Resources Trust Fund Grant Application that was published in the Allegan County News on March 3, 2022.

**COUNTY OF ALLEGAN
MICHIGAN DEPARTMENT OF NATURAL RESOURCES (MNRTF) TRUST FUND GRANT
APPLICATION/GUN LAKE**

The Board of Commissioners of the County of Allegan will hold a public hearing on March 10, 2022, at 1:00PM at the County Services Building, 3283—122nd Avenue, Allegan, Michigan for the purpose of affording citizens an opportunity to submit comments on the proposed MNRTF Grant Application for the County Gun Lake Park. The public may participate in the meeting/public hearing by calling 1-929-205-6099, Meeting ID: 863 0066 7161, and Meeting Password 31022. For other options connecting to the meeting, please visit the Full Calendar meeting date on the website at www.allegancounty.org or contact the County Administrator’s Office at 269-673-0239.

The County proposes to use \$300,000.00 of MNRTF funds to complete the improvements identified in the Gun Lake Master Plan.

A copy of the proposed MNRTF application and draft Master Plan for the County’s Gun Lake Park is available for public inspection at www.allegancounty.org under Connect – News Media Room or at the Office of the County Administrator (address below), weekdays, between 8:00AM and 5:00PM. Comments may be submitted in writing through March 9, 2022, to the address below or made in person at the public hearing.

The County will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the public hearing upon one (1) week notice. Individuals requiring auxiliary aids or services should contact the following in writing or by telephone:

Robert J. Sarro,
 County Administrator,
 3283 – 122nd Avenue,
 Allegan, Michigan, 49010
administration@allegancounty.org

Chairman Storey opened the meeting for the Public Hearing at 1:04 P.M.

Chairman Storey opened the meeting for public input and as there were no comments from the public, he closed the meeting for public participation.

Chairman Storey closed the public hearing at 1:05 P.M.

GUN LAKE PARK – AUTHORIZATION TO APPLY AND MATCH FUNDS FOR MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) GRANT

13/ WHEREAS, on May 13, 2021, the Allegan County Board of Commissioners supported the Gun Lake Park Improvement Project; and

WHEREAS, the Board of Commissioners supports the submission of the Michigan Natural Resources Trust Fund (MNRTF) grant application titled "Gun Lake Parks Improvements" to the Department of Natural Resources (DNR) for the development of the Gun Lake Park; and

WHEREAS, the proposed MNRTF grant application for the Gun Lake Park Improvement Project is supported by the Community's 5-Year approved Parks and Recreation Plan; and

WHEREAS, the Board of Commissioners is hereby making a financial commitment, using local revenue sharing funds (#104), to the project in the amount of \$116,100 matching funds, in cash and/or force account; and

THEREFORE BE IT RESOLVED that the Board of Commissioners hereby authorizes submission of the MNRTF grant application for \$300,000, and further resolves to make available its financial obligation amount of \$116,100 (27%) of a total \$416,100 project cost; and

BE IT FURTHER RESOLVED that the Board Chairman and/or the County Administrator are authorized to sign the necessary documents on behalf of the County and that the Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner Dugan, seconded by Commissioner Kapenga to take immediate action and approve the resolution as presented. Motion carried by roll call vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

COMMUNICATIONS

14/ Deputy Clerk Tien noted to the board that they received the following resolutions:

1. Cheboygan County resolution urging the return of State workers to in-person operations.
2. Muskegon County resolution honoring Black History Month

- 3. Grand Traverse County resolution supporting the Community Mental Health Authority and opposing current state legislation to change the Community Mental Health Authority
- 4. Commissioner Thiele read the attached email that was received from Michael Day

Dear Chairman Storey and Members of the Allegan County Board of Commissioners

I am writing to you to express my views regarding your recent 4-3 vote to deny funding to the Allegan County Health Department for critical covid 19 services.

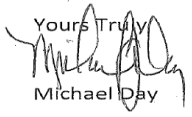
Many of you know me as a staunch supporter of the conservative expenditure of public funds. The expenditure of these funds must be evaluated on the basis of availability and need. This county has been allocated 22.9 million dollars in federal corona virus relief funds. Availability will certainly not be a problem.

While the four members who voted to deny funding may join with their political cronies in pointing to declining covid numbers as supporting their decision, this county still averages more than 50 new cases per day and only 51% of residents are fully vaccinated. The 14 day positivity rate remains high at 32% and our average daily case rate is higher than Wayne, Oakland, Macomb, Kent and Genesee counties. The need remains clear.

In the face of this statistical evidence and the recommendation of your health department your decision can only be viewed as a politically motivated lack of moral conscience.

As an immunocompromised constituent I resent your arrogant disregard for both the expert advice of your public health professionals and the health of the citizens of this county you are sworn to represent.

In closing I ask that you remember, it is never too late to do the right thing.

Yours Truly

 Michael Day

413 Midlakes Blvd
Plainwell Michigan 49080

2/24/2022

PUBLIC PARTICIPATION - NO COMMENTS

15/ Chairman Storey opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

FEBRUARY 24, 2022 SESSION MINUTES - ADOPTED

16/ Moved by Commissioner Dugan, seconded by Commissioner Thiele to approve the minutes for the February 24, 2022 session as distributed. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

AGENDA - ADOPTED AS PRESENTED

17/ Moved by Commissioner Thiele, seconded by Commissioner DeYoung to adopt the meeting agenda as presented. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

PRESENTATIONS: EMPLOYEE INTRODUCTIONS

18/ Circuit Court Administrator Jennifer Brink introduced the new Friend of the Court Administrator Lynn Bullard to the board.

MEMORIAM - GEORGE WESBEY

19/ Commissioner Storey read the memoriam resolution for George Wesbey to the board.

**ALLEGAN COUNTY BOARD OF COMMISSIONERS
I N M E M O R I A M**

George Wesbey

May 31, 1928 - January 10, 2022

TO THE HONORABLES, THE BOARD OF COUNTY COMMISSIONERS,
Gentlemen:

WHEREAS, our Almighty God in His providence has removed from this life our friend and public servant, George Wesbey; and

WHEREAS, the members of this Board, recognize and are grateful for his passionate, lifetime commitment to citizenship, and public service in our Allegan County Community. From January 1993 to December 2002, George served as District #5 Commissioner of the Allegan County Board of Commissioners including serving as Vice-Chairperson in 1996. While a County Commissioner, George also served on various Commissions including the County Services Board, Human Resources Committee, Lower Scott Lake Board, Transportation Coordinating Committee, and the Area Agency on Aging; and.

WHEREAS, George's joys were founded in family, friends, golf and education.

THEREFORE, BE IT RESOLVED, that we, the Allegan County Board of Commissioners, deploring his loss, not only to his family, but to his friends, to the public and to ourselves, do hereby extend our sincere sympathy to his bereaved family; and in cherishing his memory in respect to his many virtues, we do hereby instruct the Clerk of this Board to properly inscribe a page of this Journal to his memory and to forward a copy of this resolution to his family.

Dated at Allegan, Michigan, this 10th day of March 2022.

Jim Storey, Chairperson

Dean Kapenga, Vice-Chair

The members of the Board of Commissioners rose for a moment of silence to honor the life and memory of George Wesbey.

STATE OF MICHIGAN) ss
COUNTY OF ALLEGAN)

I, Bob Genetski, Clerk of the Allegan County Board of Commissioners and Clerk of the County of Allegan, do hereby Certify that the Above Resolution was duly adopted by said Board on March 10th of year 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Court in Allegan, Michigan, this 10th day of March.

Bob Genetski, Clerk-Register

INFORMATIONAL SESSION

20/ County Clerk/Register of Deeds Bob Genetski presented his 2021 Annual Report to the board. Please see www.allegancounty.org for the full report. Located under Connect - Annual Reports and State of the County Report.

ADMINISTRATIVE REPORTS:

21/ Administrator Sarro continued the Board Planning from the morning session on the board goals planning process and reviewed the Project Scoping Form. The purpose of this document is to gauge the value a project idea has in reaching a desired future state, gauging the project's impact on budget and resources, and charting a course for next steps. Discussion followed.

Administrator Sarro also reviewed his written report which was submitted to Commissioners. Highlights included: employee engagement, cyber security, Allegan County Conservation District millage distribution, community health needs assessment and PACE financing.

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

22/ **WHEREAS**, Administration has compiled the following claims for March 4, 2022 and March 11, 2022; and

WHEREAS, the following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board; and

WHEREAS, said claims are listed in the 2022 Claims folder of the Commissioners' Record of Claims.

March 4, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	123,348.27	123,348.27	
Parks/Recreation Fund - 208	3,746.00	3,746.00	
Friend of the Court - Cooperative Reimb. - 215	1,493.17	1,493.17	
Friend of the Court - Other - 216	80.00	80.00	
Health Department Fund - 221	38,669.06	38,669.06	
Solid Waste/Recycling - 226	7,583.65	7,583.65	
Multi Agency Collab Committee - 245	523.83	523.83	
Animal Shelter - 254	6,631.00	6,631.00	
Indigent Defense Fund - 260	50,776.81	50,776.81	
Grants - 279	5,150.66	5,150.66	
Crime Victims Rights Grant - 280	571.04	571.04	
Transportation Fund - 288	557.41	557.41	
Child Care Fund - 292	31,501.07	31,501.07	
Senior Services Fund - 298	1,201.43	1,201.43	
Central Dispatch CIP - 496	70,921.65	70,921.65	
Delinquent Tax Revolving Fund - 516	3,270.27	3,270.27	
Self-Insurance Fund - 677	372,007.31	372,007.31	
Drain Fund - 801	19,790.00	19,790.00	
TOTAL AMOUNT OF CLAIMS	\$737,822.63	\$737,822.63	

March 10, 2022 Session

March 11, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	280,996.92	280,996.92	
General Fund – 1010	226.01	226.01	
Parks/Recreation Fund - 208	5,057.91	5,057.91	
Friend of the Court – Cooperative Reimb. - 215	394.97	394.97	
Health Department Fund - 221	14,221.59	14,221.59	
Solid Waste/Recycling - 226	1,168.10	1,168.10	
Palisades Fund - 257	151.02	151.02	
Indigent Defense Fund - 260	3,078.08	3,078.08	
Central Dispatch Fund - 261	5,964.98	5,964.98	
Concealed Pistol Licensing Fund - 263	65.43	65.43	
Local Corrections Officers Training Fund - 264	2,000.00	2,000.00	
Justice Training Fund - 266	2,500.00	2,500.00	
Law Library Fund - 269	2,272.12	2,272.12	
Grants - 279	6,567.11	6,567.11	
Transportation Fund - 288	90,327.64	90,327.64	
DHHS Board - 290	10.18	10.18	
Child Care Fund - 292	32,313.62	32,313.62	
Veterans Relief Fund - 293	836.49	836.49	
Senior Services Fund - 298	13,848.00	13,848.00	
American Rescue Plan Act – ARPA - 299	6,102.00	6,102.00	
Capital Improvement Fund - 401	4,111.80	4,111.80	
Revolving Drain Maintenance Fund - 639	459.20	459.20	
Self-Insurance Fund - 677	4,080.61	4,080.61	
Drain Fund - 801	27,917.28	27,917.28	
TOTAL AMOUNT OF CLAIMS	\$504,671.06	\$504,671.06	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for March 4, 2022 and March 11, 2022.

Moved by Commissioner Dugan, seconded by Commissioner Thiele to adopt the report of claims for March 4, 2022 and March 11, 2022. Motion carried by roll call vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

APPOINTMENTS – WEST MICHIGAN REGIONAL PLANNING COMMISSION

23/ Chairman Storey announced the appointment of the following individuals to the West Michigan Regional Planning Commission to the remainder of a 1-year term; term to expire 12/31/2022.

Jim Storey, 344 W. 35th St., Holland (Alternate)
 Robert Sarro, 3283 122nd Ave, Allegan (County Representative)
 Amanda Murray, 1940 Hollow Creek Dr SE, Caledonia (Private Sector)

Moved by Commissioner Jessup, seconded by Commissioner DeYoung to approve the appointments as made. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

PUBLIC PARTICIPATION - NO COMMENTS

24/ Chairman Storey opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

FUTURE AGENDA ITEMS

25/ Commissioner Kapenga requested to have discussion on outside lobbyists

ADJOURNMENT UNTIL MARCH 24, 2022 AT 1:00 P.M.

26/ Moved by Commissioner DeYoung, seconded by Commissioner Kapenga to adjourn until March 24, 2022 at 1:00 P.M. The motion carried by voice vote and the meeting was adjourned at 3:20 P.M. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.



Deputy Clerk

Board Chairperson

Minutes approved during the 00/00/2022 Session

Annual Investor Update

Allegan County



LAKESHORE
ADVANTAGE

WEST MICHIGAN'S BUSINESS ADVANTAGE
www.LakeshoreAdvantage.com



Update Overview

- Organizational overview
- Impact in Allegan County
- Looking forward
- 2021 Business Intelligence Report

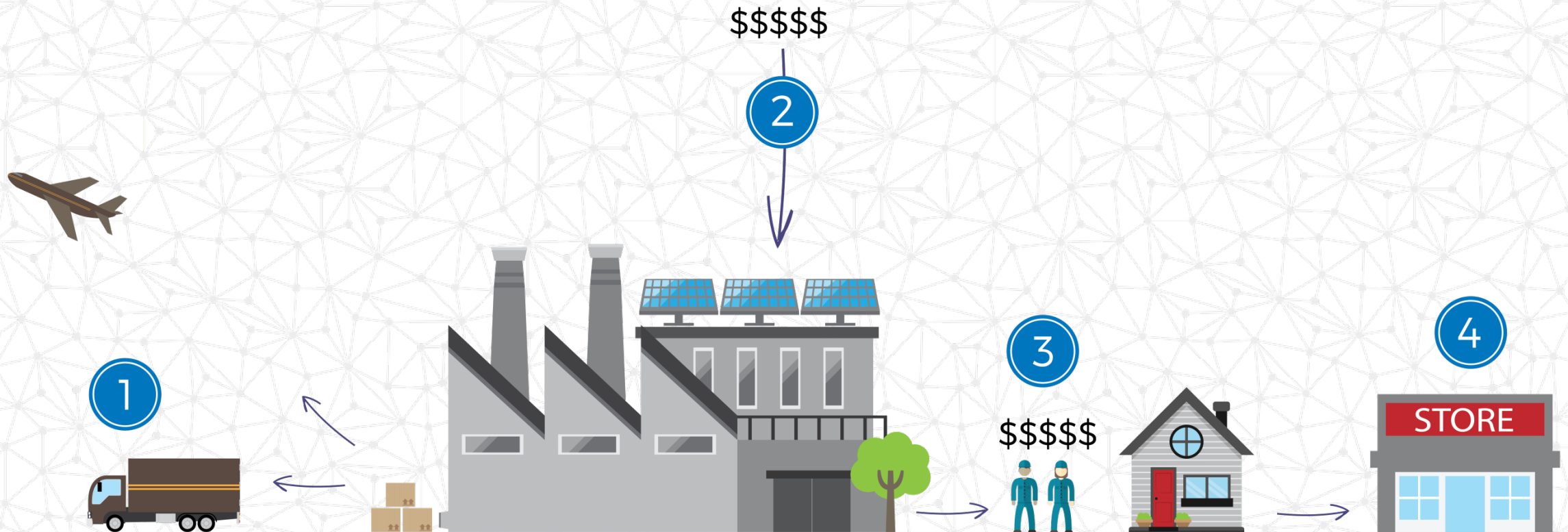


- Non-profit established in 2003
- Led by 20-member board of directors
- 12-member team
- Focused solely on current and future primary employers in Alleghen & Ottawa counties

Maintain A Robust Primary Business Base

Primary employers generate
Gross Domestic Product (GDP) for our region.

These employers form the very core of the region's economic vitality.



Act as An Extended Member of Your Team

Allegan County 2021



193

Total Primary Employers
in Allegan County



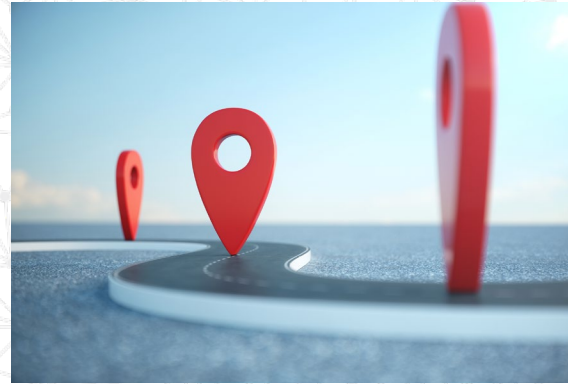
75

Companies We Met With
in Allegan County

= 38%

Act as An Extended Member of Your Team

Allegan County 2021



**Diverse Emerging
Workforce
Presentation**

*Created for Allegan
County*

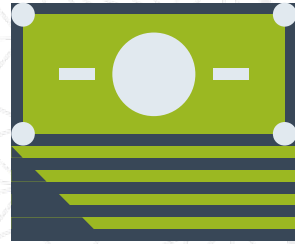
**Allegan County
Broadband
Citizens Workgroup
Member**

**Training Grants
Training Center
Equipment Grant &
Talent Pathways**

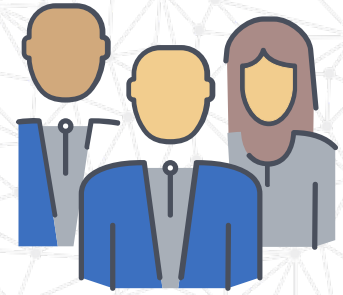
Overcome Barriers to Growth



21 business expansion projects



\$259.9 million private investment



694 new/retained jobs

Allegan County 2021

9 business expansion projects

\$24 million private investment

249 new/retained jobs

Look Forward



28 total projects in pipeline

8 projects located in Allegan County

\$2 billion in private investment

3 – YEAR PICTURE



Industry 4.0



*Educational
Attainment*



*Diverse
Emerging
Workforce*



*Regional and
Talent
Attraction*



*Startup
Support*



*Overcoming
Economic
Challenges*

ACTIVITY UPDATE



2021 Industry Trends

Release of annual
business intelligence
data



SURGE Center

Pilot business incubator
at 44 E. 8th Street, Suite
400, Holland, MI 49423



New Hires

Jacque Edwards,
Brand Manager
Joseph Pierce
Grant Specialist

Coming Soon!

Business Solutions Manager
SURGE Operations Director

The cover features a central graphic with a yellow circle, a grey circle, and a dashed orange line. Below the title is a blue wavy line and a small blue square icon.

BUSINESS INTELLIGENCE REPORT 2021

Created by **Lakeshore Advantage**

METHODOLOGY

Lakeshore Advantage and partnering organizations interview over 120 local executives each year to understand growth opportunities and obstacles to growth in Allegan, Ottawa and Muskegon counties. This report includes the analysis of interview responses collected during 2021 and other data to show key points about the economic health of area employers and the region as a place to do business.



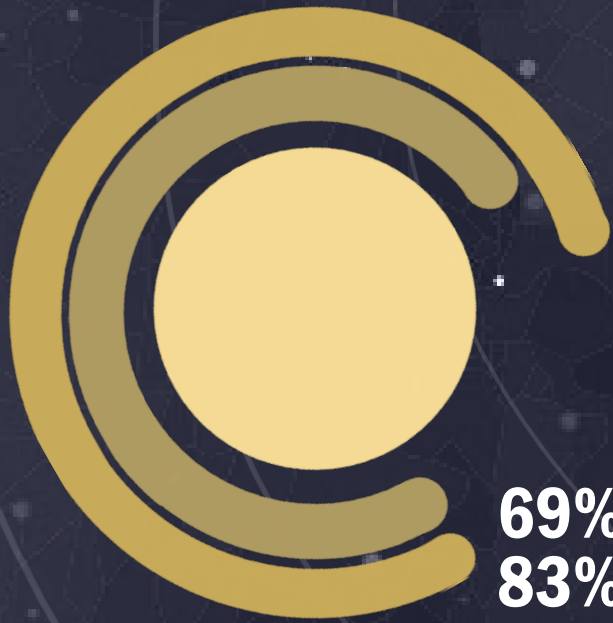
RECENT GROWTH

In spite of COVID-19's effects, our region has remained strong, showing **positive growth trends** rooted in the strength of our manufacturing industry.

MARKET SHARE GROWING

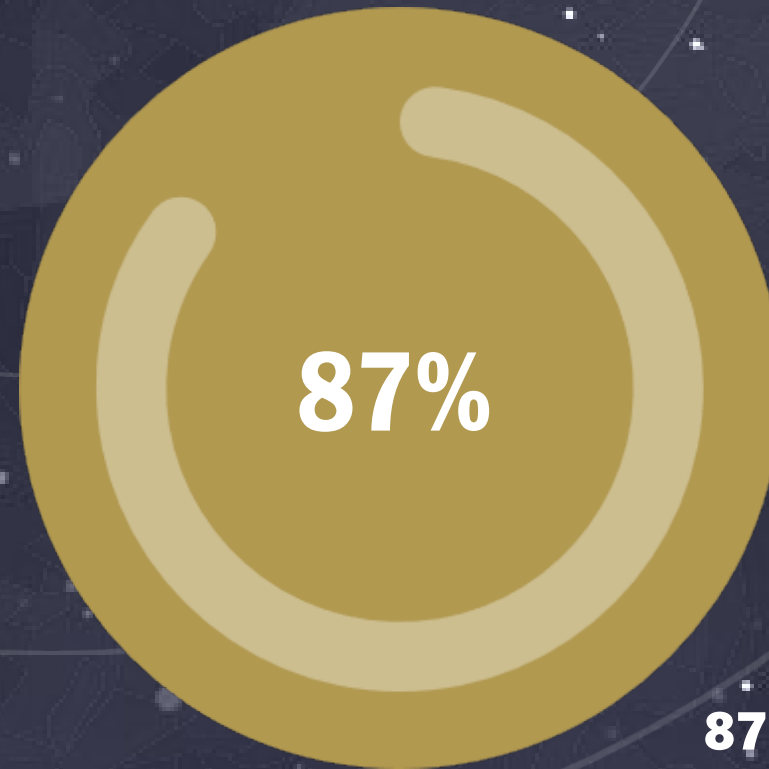


95% of companies
reported market share
increasing or stable



69% 2019
83% 2021

83% reported total company sales were increasing or stable in 2021



87%

87% are introducing new products/services/capabilities.

MANUFACTURING MATTERS



Manufacturing accounts for **44%**
of 2020 GRP for Allegan and
Ottawa County.



70%

of employers serve
more than **1 industry**



CHALLENGES

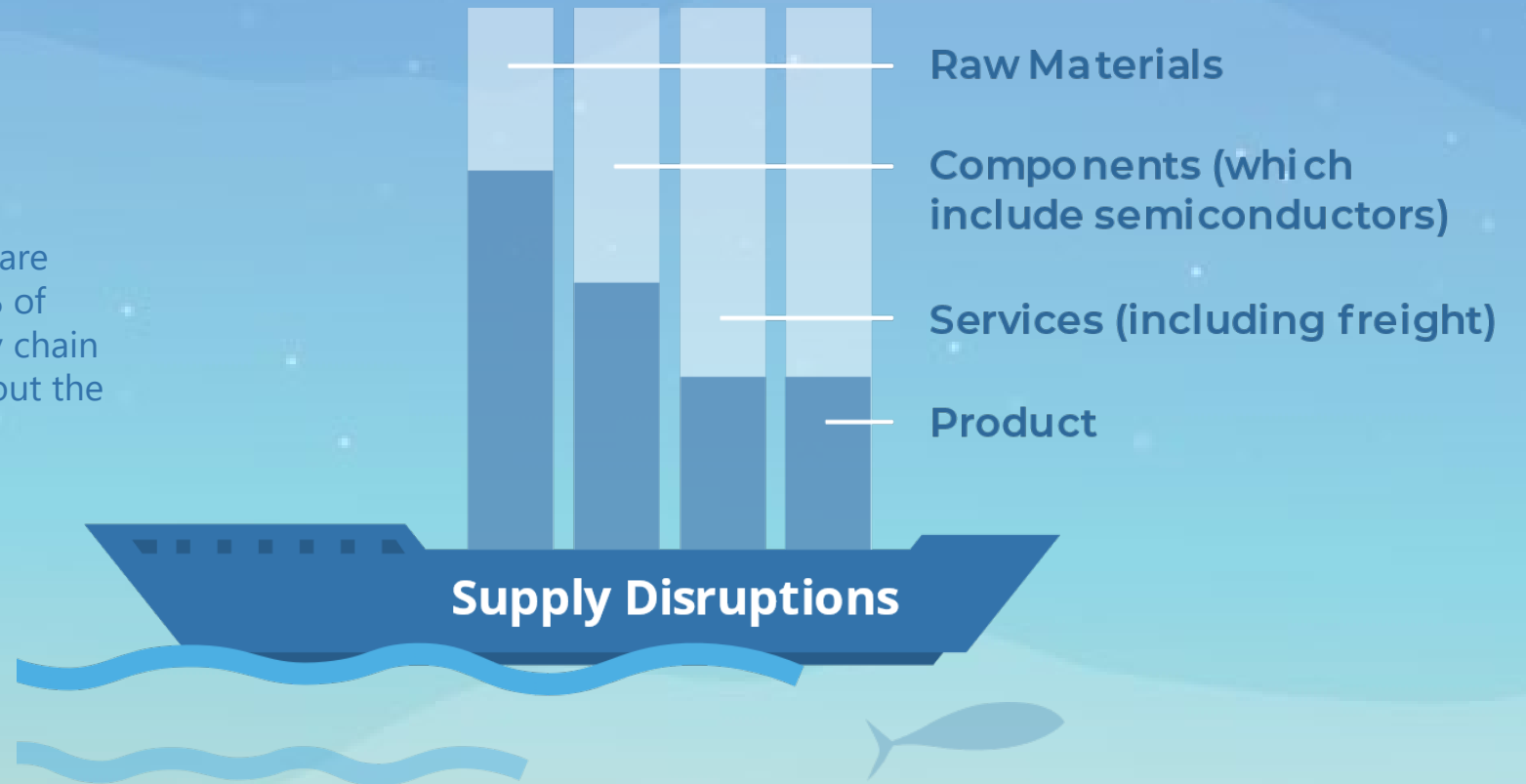


In the wake of a global pandemic, **labor shortages** and **supply chain disruptions** continued to challenge lakeshore businesses in 2021.

SUPPLY CHAIN ISSUES

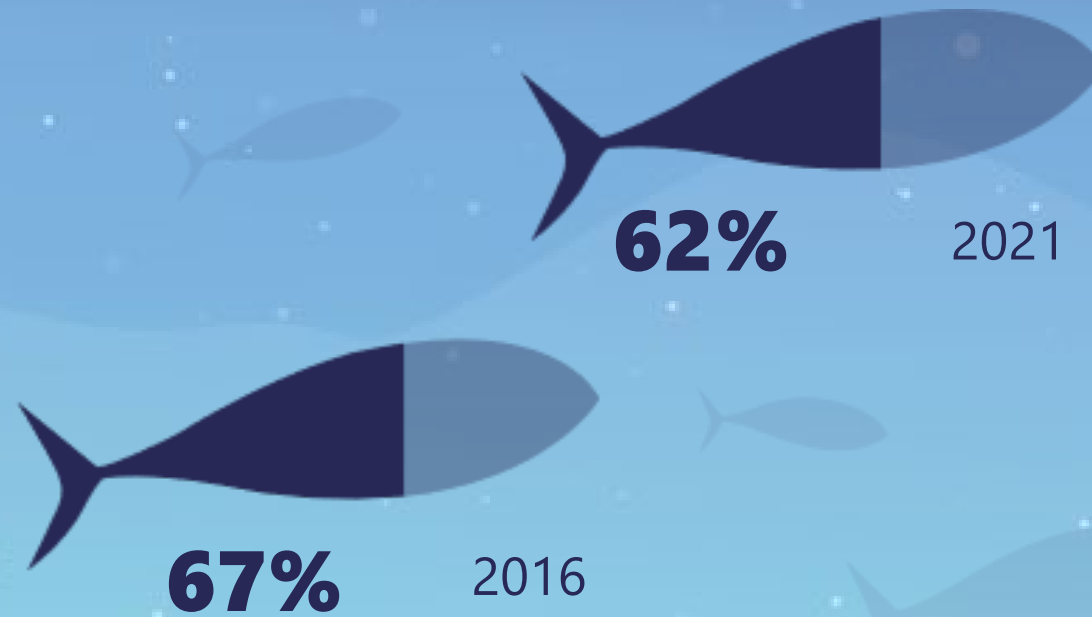


Post-pandemic supply disruptions are still affecting companies, with **83%** of companies reporting recent supply chain issues, compared to **70%** throughout the nation (Blane-Canada, 2021).



Labor Force

Participation Rate:



75% companies reported recruitment problems



FUTURE GROWTH

With a strong manufacturing base serving a wide variety of industries, **the West Michigan lakeshore will continue to champion business growth and expansion.**

EXPANSION PLANS



\$12.3 Million

Average capital investment

12

Average net new jobs

49k

Average square feet

69% of companies reported plans to expand in the next 3 years compared to **73%** in 2019.

2021

69%

2019

73%



BUSINESS INTELLIGENCE REPORT 2021

Created by **Lakeshore Advantage**



METHODOLOGY

Lakeshore Advantage and partnering organizations interview over 120 local executives each year to understand growth opportunities and obstacles to growth in Allegan, Ottawa and Muskegon counties. This report includes the analysis of interview responses collected during 2021 and other data to show key points about the economic health of area employers and the region as a place to do business.

Thank You

Mandy Cooper
Vice President of Strategic Initiatives
Amanda.Cooper@lakeshoreadvantage.com
p: 616.772.5226



LAKESHORE
ADVANTAGE

WEST MICHIGAN'S BUSINESS ADVANTAGE
www.LakeshoreAdvantage.com



S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FINANCE - CLAIMS & INTERFUND TRANSFERS

WHEREAS, Administration has compiled the following claims for 3/18/22, 3/25/22; and

WHEREAS, the following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board; and

WHEREAS, said claims are listed in the 2022 Claims folder of the Commissioners' Record of Claims.

March 18, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	92,005.59	92,005.59	
County Road Fund - 201	235.23	235.23	
Parks/Recreation Fund - 208	235.98	235.98	
Friend of the Court - Cooperative Reimb. - 215	1,292.59	1,292.59	
Health Department Fund - 221	33,982.14	33,982.14	
Solid Waste/Recycling - 226	50,330.17	50,330.17	
Brownfield Redevelopment Auth - 243	11,704.10	11,704.10	
Indigent Defense Fund - 260	4,591.34	4,591.34	
Grants - 279	3,866.61	3,866.61	
Sheriffs Contract - Wayland Township - 286	74,151.28	74,151.28	
Transportation Fund - 288	2,428.86	2,428.86	
Child Care Fund - 292	7,482.19	7,482.19	
Veterans Relief Fund - 293	422.41	422.41	
Senior Services Fund - 298	49,877.17	49,877.17	
Capital Improvement Fund - 401	243,284.30	243,284.30	
Medical Care Facility Fund - 512	59.65	59.65	
Delinquent Tax Revolving Fund - 516	438.55	438.55	
Tax Reversion 2018 - 629	270.00	270.00	
Self-Insurance Fund - 677	2,285.34	2,285.34	
Drain Fund - 801	78,218.32	78,218.32	
TOTAL AMOUNT OF CLAIMS	\$657,161.82	\$657,161.82	

March 25, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
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General Fund - 101	240,795.44	240,795.44	
Parks/Recreation Fund - 208	227.98	227.98	
Friend of the Court - Cooperative Reimb. - 215	3,252.99	3,252.99	
Health Department Fund - 221	5,507.63	5,507.63	
Indigent Defense Fund - 260	34,938.19	34,938.19	
Central Dispatch Fund - 261	22,459.71	22,459.71	
Concealed Pistol Licensing Fund - 263	902.40	902.40	
Grants - 279	2,633.59	2,633.59	
Sheriffs Contract - Wayland Township - 286	622.16	622.16	
Transportation Fund - 288	3,058.19	3,058.19	
Child Care Fund - 292	8,042.22	8,042.22	
Senior Services Fund - 298	2,763.64	2,763.64	
American Rescue Plan Act - ARPA - 299	2,730.80	2,730.80	
Capital Improvement Fund - 401	16,266.58	16,266.58	
Central Dispatch CIP - 496	267,317.40	267,317.40	
Delinquent Tax Revolving Fund - 516	304.96	304.96	
Tax Reversion 2019 - 619	21,436.20	21,436.20	
Tax Reversion - 620	63.83	63.83	
Revolving Drain Maintenance Fund - 639	36.01	36.01	
Fleet Management/Motor Pool - 661	1,668.98	1,668.98	
Self-Insurance Fund - 677	18,172.89	18,172.89	
Drain Fund - 801	13,069.34	13,069.34	
TOTAL AMOUNT OF CLAIMS	\$666,271.13	\$666,271.13	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for 3/18/22, 3/25/22 and interfund transfers.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

PARKS & RECREATION - BYSTERVELD PARK WALKING TRAIL IMPROVEMENT

WHEREAS, the Allegan County Board of Commissioners (Board) appropriated \$20,000 for a 2022 capital project to improve the walking trails at Bysterveld County Park; and

WHEREAS, consistent with the County's Purchasing Policy, an RFP process was used to solicit competitive bids for this project; and

WHEREAS, the bid recommended for award was the low bid, but exceeds the \$20,000 budgeted amount.

THEREFORE BE IT RESOLVED that the Board authorizes an additional appropriation of \$6,000 from #104 Local Revenue Sharing fund balance (to be transferred to and expenses paid from #401 Capital) as necessary to make this award and fully fund the project; and

BE IT FINALLY RESOLVED that the County Administrator and/or the Board Chairperson are authorized to sign the necessary documents on behalf of the County and that the Executive Director of Finance is authorized to make the necessary budget adjustments to complete this action.

REQUEST FOR ACTION - PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 211-049 RFA Date: 3/4/2022 RFA Submitted By: Kristin VanAtter

PROJECT/SERVICE: Bysterveld Park Walking Trail Improvements
Project/Service Description: Grade, add crushed limestone, compact and restore approximately 1/2 mile of walking trails at Bysterveld County Park.
Project/Contract # 1009-22 Contact Info: bgildea@allegancounty.org
Department: Information Services Contact Name: Brandy Gildea

PROCUREMENT METHOD: Public Solicitation / RFP
4 Firms invited to bid and bidding opportunity posted to County Website. 2 Bids received

CONTRACT AWARD: \$23,822.08
Parties - County and: Land Tech WMI, Holland, MI
Contract Duration: Scope of Work Completion
Evaluation Team: Brandy Gildea, Kristin VanAtter, Valdis Kalnins
References Checked: Yes Debarred: No

BUDGETARY ACTION NEEDED: BOC - Budget Adjustment or Additional Appropriation Needed
Amount: \$6,000 Source: #104 Fund Balance To Account: 401-751.097-974.000

FUNDING SOURCE: #104 Local Revenue Sharing transfer out to #401 for parks capital expenditures
\$ 20,000.00 Approved Appropriations to Date
\$ 6,000.00 Additional Appropriation Requested through this RFA
\$ - Expenditures to Date
\$ 23,822.08 Award Amount
\$ 2,177.92 Funds Remaining

AWARD THRESHOLD: CAO - Budgeted Capital Procurement under \$50,001

NEW CONTRACT SUMMARY: New County Agreement without modifications

BID PRESENTATION FOR PROJECT #: 1009-22
Project Name: Bysterveld Walking Trail Improvements
Service Area: Parks and Recreation
Budgeted Amount: \$ 20,000.00
Bid Amount: \$23,222.08
Difference: -\$3,222.08
Over/Under Budget OVER
Federal grant dollars: No
State dollars: No
Evaluation Team: Brandy Gildea, Valdis Kalnins
Award Recommendation: LandTech WMI
Award Criteria: Lowest bidder with satisfactory references
References supplied and checked? Yes
[Debarred party?](#) No

Date: 3/7/2022

Advertised: County website and invitations to bid

of Firms Invited to Bid: 4

in West Michigan: 4

in Allegan County: 3

Mandatory Pre-bid Meeting: No

of Pre-bid Meeting Attendees: N/A

of Bids Received: 2

VENDOR TABLE	Vendor 1	Vendor 2
Company Name	LandTech WMI	Riverwork's Construction
Company Address1	2450 Van Ommen Dr., Ste. B	5776 143rd Ave
Company Address2		
City, State, Zip	Holland, MI 49424	Holland, MI 49423

COST TABLE		
Total Material Cost	\$ 15,871.90	\$ 46,000.00
Total Labor Cost	\$ 1,275.00	\$ 30,000.00
Other Cost	\$ 5,475.18	\$ -
Total Base Cost (not to exceed)	\$ 23,222.08	\$ 76,000.00
Additional Permit Allowance	\$ 600.00	\$ 250.00



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Bysterveld Park Walking Trail Improvement Services Contract #1009-22

This contract packet incorporates the following documents:

Bysterveld Park Walking Trail Improvement Services Agreement	2
Agreement and Scope of Work Clarifications.....	8
Attachment A – Scope of Work	9
Exhibit A – Gravel Overlay	11
Attachment B – Cost Proposal.....	12
Attachment C – Contractor’s Proposal	13

Bysterveld Park Walking Trail Improvement Services Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Contractor Name: LandTech WMI

Contractor Address: 2450 Van Ommen Dr. Suite B, Holland, MI 49424

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion and expiration of all warranties and guarantees provided by the Contractor on the work performed, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days’ written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a copy of its Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. County Employees

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

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

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

26. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

27. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

28. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Bysterveld Park Walking Trail Improvement Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 2/11/2022
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 2/24/2022

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:

County:

Sign:

 _____

Sign: _____

Name:

SHAUN MCLARTY _____

Name: _____

Robert J. Sarro

Title:

SALES & DESIGN _____

Title _____

Allegan County Administrator

Date:

2/22/22 _____

Date: _____

Agreement and Scope of Work Clarifications

No material clarifications to the Agreement or Scope of Work were posted during the open bidding process or changes made to the Agreement or Scope of Work prior to award.

Attachment A – Scope of Work

1. INTRODUCTION

- 1.1** Contractor shall provide and overlay 22A crushed concrete gravel along various sections of the Bysterveld County Park walking trail according to the scope of work outlined herein.
- 1.2** Bysterveld County Park is located at 4171 14th Street Dorr, MI 49323.

2. SCOPE OF SERVICES

2.1 General Conditions

- 2.1.1 Signs and Barriers: Contractor shall sign and block off work areas from vehicular and pedestrian traffic while conducting work and remove temporary signs and barriers as soon as work is completed at each site.
- 2.1.2 Contractor shall remove all debris and trash generated in performing the work under this Agreement from each site on a daily basis. Disposal of these materials, is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws.
- 2.1.3 Damage to County Property: Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities shall be reported to the County and shall be repaired promptly by the Contractor when ordered to do so by the County at no cost to the County. All repairs of damage to existing facilities shall be made to the satisfaction of the County. Failure to repair damage shall be just cause for withholding payment due to Contractor.
- 2.1.4 Damage to Public/Private Property: Any damage of public or private property caused by Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the County. Contractor shall inform County of any damage caused by Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of County, County reserves the right to repair or replace that which was damaged or assess Contractor such cost as may be reasonable and related to damaged caused by Contractor, and deduct these costs from any payment due to Contractor.
- 2.1.5 Contractor shall be responsible for notification to MISS DIG, one number utility alert (1-800-482-7171), for location of public utility service lines where digging or deep excavation operations could disturb or sever such lines. Contractor shall pay for all repairs, restoration and damages resulting from failure to properly fulfill such notification and location requirements at no cost to the County.

2.2 Scope of Work

Contractor shall:

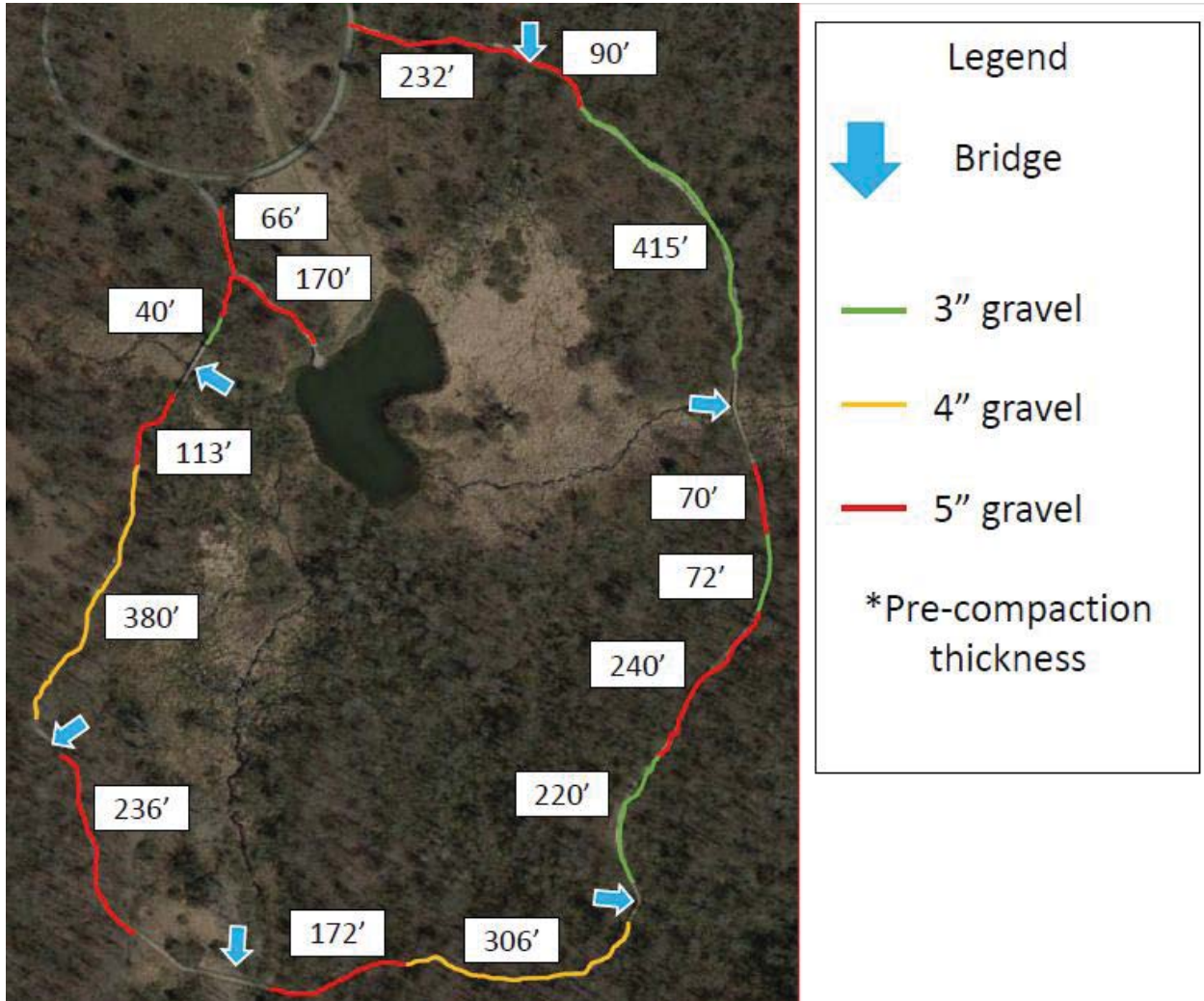
- 2.2.1 Secure all permits required to perform the necessary work.
- 2.2.2 Only perform work when ground is dry and firm (but not frozen) so as not to cause damage to the trail while transporting materials to work sites.
- 2.2.3 Clear area for plywood sheathing to bypass pedestrian bridges. Any damage caused to the bridges will need to be fixed by Contractor.
- 2.2.4 Provide and overlay 22A crushed concrete gravel in 3” gravel, 4” gravel and 5” gravel thickness on various section of trail as indicated in Exhibit A – Gravel Overlay according to the following method:
 - 2.2.4.1 Power rake the existing section of path to loosen material, angling to the center.
 - 2.2.4.2 Lay fresh crushed concrete on top at the specified depth to a width of six feet, crowned in the middle for drainage.
 - 2.2.4.3 Compact crushed concrete 20% starting along the sides of the path and finishing with the middle.
- 2.2.5 Repair and level any sections of trail damaged by Contractor’s equipment.

2.3 Scheduling

- 2.3.1 All work is to be scheduled at least five (5) business days in advance and coordinated through:

Brandy Gildea
Parks Manager
(269) 673-0378
bgildea@allegancounty.org

Exhibit A – Gravel Overlay



Attachment B – Cost Proposal

3. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

3.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax. Neither shall be added to the costs presented in this cost proposal or added by the Contractor to any invoice billing the County.

3.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

3.3 Invoices:

All invoices must reference contract #1009-22, itemize services rendered and be sent by email to projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010

3.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Total Material Cost	\$ 15,871.90
Total Labor Cost	\$ 1,275.00
Other Cost (specify):	\$ 5,475.18 EQUIPMENT, MOBILIZATION
Total Base Cost (not to exceed)	\$ 23,222.08
Additional Permit Allowance (if applicable). Actual permit cost to be itemized as a separate line item on invoices.	\$ 600.00



LandTech



Colossians 3:23

Geo-technical Site Work Excavation Construction Environmental Landscaping

ShoreTech

Bio-engineered Shorelines Seawalls Stone Revetment Wetlands Docks/Boat lifts Floating Structures

Aesthetics Function Stewardship

ATTN: Kristin VanAtter - Project Management Specialist

RFP #1009-22 Bysterveld Park Walking Trail Improvement Services Bysterveld Park

2/22/2022

LINE	QTY	DESCRIPTION	4171 14th St. Dorr, MI 49323	UNIT	UNIT PRICE	EXTENDED PRICE
1		SITE EVALUATION, EVALUATION, MEASUREMENTS, PHOTOS, DESIGN LAYOUT, MATERIAL LIST			ALLOWANCE	
2		MDEQ PERMIT APPLICATION AND COMPLETION FEES - PRE-APP MTG MAY BE REQUIRED			ALLOWANCE	
3		SESC PERMIT APPLICATION AND COMPLETION FEES			ALLOWANCE \$	600.00
4		HEALTH DEPT. PERMIT APPLICATION AND COMPLETION FEES - COUNTY			ALLOWANCE	
5		ZONING REVIEW AND APPLICATION COMPLETION FEES - CITY OR TOWNSHIP			ALLOWANCE	
6		BUILDING PERMIT APPLICATION AND COMPLETION FEES - CITY, TWP OR COUNTY			ALLOWANCE	
7		ASSOCIATION PRESENTATION FOR REVIEW AND APPROVAL, AS NEEDED			ALLOWANCE	
8	1	TOTAL PERMIT ALLOWANCES			\$	600.00
9	1	MOBILIZATION / DEMOBILIZATION OF EQUIPMENT, MATERIALS AND CREW - TRUCKS / FUEL / TRAILERS			LUMP SUM \$	1,231.71
10	1	PEDESTRIAN NOTIFICATION/SIGNAGE/CAUTION TAPE AND BLOCKADES			LUMP SUM \$	288.60
11	1	SITE PREP, ACCESS PATHS, CLEAR AREA FOR PLYWOOD SHEATHING TO BYPASS PED. BRIDGES			LUMP SUM \$	658.47
12	1	BRIDGE BYPASS SHEATHING (INSTALL AND REMOVAL)			LUMP SUM \$	1,333.30
13	1	POWER RAKE EXISTING PATH; LOOSEN MATERIAL FOR NEW AGGREGATE TO AFFIX TO EXISTING			LUMP SUM \$	2,590.00
14	250	CRUSHED CONCRETE, TYPE 22A CREATING A SIX (6) FOOT WIDE PATH*		CYS	\$ 57.00	\$ 14,250.00
15	1	MATERIAL COMPACTION, 20%			LUMP SUM \$	1,295.00
16	1	HAND LABOR; SHOVELING AND RAKING MATERIALS			LUMP SUM \$	1,275.00
17	1	SITE CLEANUP, SORTING CONSTRUCTION WASTE, RECYCLING, TRANSPORT			LUMP SUM \$	300.00
18		TOTAL LABOR, EQUIP, MATERIALS & ASSOCIATED COSTS, NOT INCLUDING PRELIM ALLOWANCES			\$	23,222.08
19		TOTAL PROJECT COST			\$	23,822.08
20		COMBINED 50% DEPOSIT - SEE TERMS AND CONDITIONS BELOW			\$	11,911.04
21		10% DEPOSIT TO LOCK IN QUOTED PRICING (SEE TERMS AND CONDITIONS)			\$	2,382.21

NOTES

- * UP TO 240 CYS OF CRUSHED CONCRETE. MATERIALS ARE DELIVERED IN 25T AND 50T ORDERS
- * BID PRICE WILL BE ADJUSTED IF ADDITIONAL PERMITS ARE NEEDED.

TERMS AND CONDITIONS

10% DEPOSIT WITH SIGNED CONTRACT LOCKS IN QUOTED PRICING AND PLACES PROJECT ON THE SCHEDULE
 PROJECTS LESS 30 DAYS IN DURATION ARE INVOICED AT COMPLETION OF PROJECT, DUE UPON RECEIPT.
 PROJECTS GREATER THAN 30 DAYS IN DURATION ARE INVOICED ON PROGRESS DRAWS EVERY TWO WEEKS, DUE UPON RECEIPT
 ALL ACCOUNTS 30 DAYS PAST DUE ARE SUBJECT TO 18% A.P.R. TIME DIFFERENTIAL CHARGES AS ALLOWED BY MICHIGAN LAW
 ALL ACCOUNTS 60 DAYS PAST DUE LOOSE ALL WARRANTIES, EXPRESSED OR IMPLIED
 ALL ACCOUNTS 60 DAYS PAST DUE ARE SUBJECT TO ALL LEGAL COLLECTION AND RECOVERY COSTS
 WE NOW EXCEPT ALL MAJOR CREDIT CARDS AT A CONVENIENCE FEE OF 1.75%



Submitted By:

Date: 2/22/22

Accepted by:

Date:

2450 Van Ommen Dr. Holland, MI. 49424 suite B

Office: (616) 928-0786 Fax: (616) 928-0787

Website: landtechwmi.com Email: shaun@landtechwmi.com

February 22, 2022

Kristin VanAtter – Project Management Specialist
Allegan County Services Building
3283 122nd Ave
Allegan, MI 49010

LandTech WMI Letter of Proposal: RFP #1009-22 Bysterveld Park Walking Trail Improvement Services

LandTech WMI is pleased to submit a letter of proposal for the Bysterveld Park Trail Walking Trail Improvements project. After reviewing the information provided and completing multiple site visits we feel that we have accurately represented all aspects needed to effectively complete this project with timeliness, efficiencies, public safety and site stewardship in the forefront of our mind(s).

PROPOSAL CONTENT

8.1 - Company Information:

- 8.1.1 *Legal Name* – LandTech WMI
Year Established – 2009
Company Size – 22 employees, \$8.5 million in sales annually
- 8.1.2 *Location* – 2450 Van Ommen Dr. Holland MI, 49424
Current Location Established – June 2021
- 8.1.3 *Project Contact Information* – Shaun McLarty, Design & Sales
(616) 928-0786
shaun@landtechwmi.com
- 8.1.4 *5 Year Disciplinary Action* – No

8.2 - Company Experience:

- 8.2.1 *Three References of Similar Work Performed*
 - Martin, Jason – 231-233-3651
80' x 13' Association Road restoration. Power Rake and Articulated Blade grading, top-dressed with 22a and roller compacted.
 - MacEachern, James – 269-277-7866
Cut 8' wide access into Lake Michigan shoreline bluff to observation setting. Graded and installed infilled geo-web with topsoil & turf.

- Smith, Jim – 269-929-2060
Cut grate into slope, installed 45' x 25' parking area with 8' wide turf block driveway.

8.3 – Scope of Work

8.3.1 *Describe Equipment and Process*

- Planned: 2 Track Driven Skid Steers on site for the duration of the project. 'Trail Closed' signage, barricades and pedestrian notification will be set and moved to close the trail where work is being conducted while keeping as much of the trail system open while ensuring public safety throughout the project.

Phase 1 - Prep bridge bypasses:

- Forestry Mulcher attachment to clear equipment path adjacent to all bridges.

Phase 2 – Close approximately half of the trail system to the public, from entrance to designated bridge. Lay plywood sheathing adjacent to bridges (or where best access allows) for equipment to bypass. With a power rake attachment on skid steer, loosen current path material angling towards the path's center and to a depth that is below any existing surface variation.

Phase 3 – Overlay 22A crushed concrete to specified depth (or as needed) to achieve proper depth, with crown in center for proper drainage. Crushed concrete will be transported with a skid steer 2 ½ yard hopper attachment along with standard front bucket as needed.

Phase 4 - Compact crushed concrete to 20% starting with the outsides of the path then the center to ensure proper drainage crown/pitch. Work will start from the section that is the furthest away from the entrance, (within the closed portion of trail) then back towards the entrance. As sections between bridges/boardwalks are completed the plywood sheathing will be picked up, any needed restorations will be made, and that section of trail will be re-opened to the public.

Phase 5 – Completely re-open repaired side/sections of trail system, move all signage and repeat Phases 2, 3 and 4 on remaining side/sections.

Phase 6 – Inspect and cleanup project site including any grading and leveling area where crushed concrete was delivered/staged in parking area.

8.3.2 *Anticipated duration of on-site work*

- 10 working days (weather depending)

8.3.3 *If contract awarded on March 15, 2022 what is the estimated completion date assuming that the County expects completion by May 13, 2022*

-Current estimated project completion by May 6, 2022.

*****Spring weather conditions will directly affect the project starting date. With good-faith intentions to complete the project within the County's timeline expectations we also want to be confident that we will minimize disruption to potentially saturated terrain adjacent to the bridges and pathways. *****

-Open communication and project scheduling would be conducted with Brandy Gildea.

8.3.4 *Any proposed variances from County's scope of work described in Attachment A:*

-None

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

PARKS & RECREATION - WEST SIDE PARK TOPOGRAPHICAL SURVEY

WHEREAS, the Allegan County Board of Commissioners (Board) appropriated \$12,500 in mid-year capital funds on 1/27/2022 to complete Phase I of the West Side Beach Access Planning; and

WHEREAS, after evaluating the topographic data currently available for the park and taking into consideration the significant changes to the bluff over the past decade and the high cost of construction in this environment given minor elevation changes, the awarded contractor has requested that a topographic survey be completed now, as part of Phase I instead of at the start of Phase III as originally intended.

THEREFORE BE IT RESOLVED that the Board authorizes an additional \$3,000 to be appropriated from #208 Parks Fund Balance within the 2022 budget to fund the completion of a topographic survey of West Side County Park; and

BE IT FINALLY RESOLVED that the County Administrator and/or the Board Chairperson are authorized to sign the necessary documents on behalf of the County and that the Executive Director of Finance is authorized to make the necessary budget adjustments to complete this action.

REQUEST FOR ACTION - PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 211-144 RFA Date: 3/9/2022 RFA Submitted By: Valdis Kalnins

PROJECT/SERVICE: West Side County Park Beach Access
Project/Service Re-establish beach access at West Side County Park
Description:
Project/Contract # 1016-21A Contact Info: bgildea@allegancounty.org
Department: Parks Contact Name: Brandy Gildea

PROCUREMENT METHOD: Not Applicable

CONTRACT AWARD: Allegan County and Abonmarche Consulting
Contract Duration: Additional Scope of Work to be incorporated into Agreement

BUDGETARY ACTION NEEDED: None / BOC - Budget Adjustment or Additional Appropriation Needed
Amount: \$ 3,000 Source: #208 Parks Fund Balance To Account: 401-751.094-974.000

FUNDING SOURCE: #208 Parks Fund Balance to match original project funding source

\$ 12,500.00	Approved Appropriation
\$ 3,000.00	Additional Appropriation Requested through this RFA
\$ 15,500.00	Total Funding available if this RFA is approved
\$ -	Actual Expenditures to Date
\$ 12,500.00	Committed Expenditures to Date
<hr/>	
\$ 3,000.00	Funds Remaining

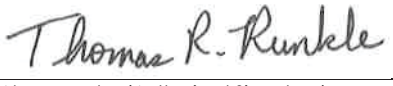
AWARD THRESHOLD: CAO - Budgeted Capital Procurement under \$50,001

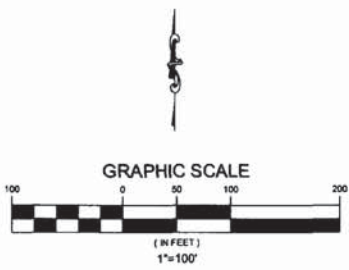
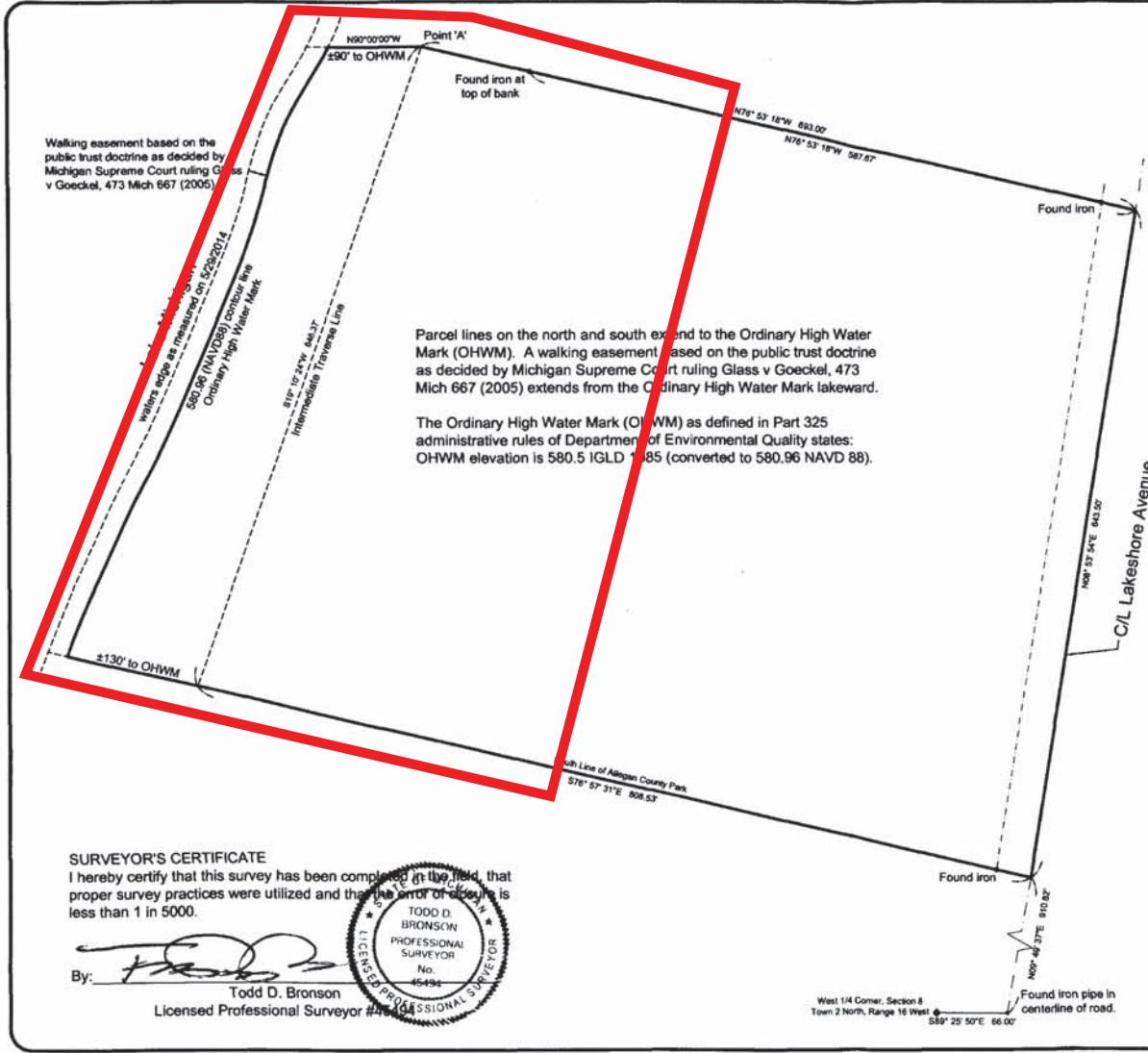
AMENDMENT OR MODIFICATION TO EXISTING CONTRACT:

Does amendment extend the contract: No
Does amendment change risk and liability: No
Does the amendment result in a cost increase:

Yes, accepting the topo proposal will increase the project cost by \$3,000 for Contractor to complete a topographical survey of West Side County Park needed in order to accurately determine viable designs and estimate costs for providing beach access. Given the enormous changes to the bluff over the past decade and the high costs of excavating / earth moving, after reviewing the currently available generally elevation data, it was determined that these data were insufficient to support the analysis needed.

Project Scope Change Directive No. 1


Date of Issuance: March 10, 2022	Effective Date:
Owner: Allegan County	Owner's Contract No.:
Engineer: Abonmarche	Abonmarche Project No.: 22-0220
Project: West Side County Park Beach Access	
Contract: Dated 2/8/2022	Phase of Contract: 250 – Topographic Survey
Abonmarche is directed to proceed promptly with the following change(s):	
Description: Add original proposal's Scope Item 14.3.2.III.B – Topographic Survey: \$3,000 Lump Sum Abonmarche will perform a topographic survey of the areas circled in red on the attached boundary survey for basis of site design and development. The survey will show property lines, rights-of-way, easements, location of existing pavement and sidewalk and curbs adjacent to site, with elevation data. The survey will also show location of observed above-ground evidence of utility locations in and adjacent to the site. Public utilities (water, sanitary sewer, storm sewer) will be located provided the Owner contacts Miss Dig to have these utility locations flagged. Data will be collected based on the Michigan State Plane Coordinate System, with elevations referenced to the North American Vertical Datum of 1988. Using the Owner-provided boundary survey CAD file completed by Summit Engineering in 2016, we will draft the existing site survey information into AutoCAD format for use as a base plan for design development and cost estimating. All work is to be carried out under the terms and conditions of Contract #1016-21A for Architectural Services – West Side County Park Beach Access fully executed between Abonmarche Consultants, Inc. and the County of Allegan on 2/8/2022 inclusive of any subsequent mutually agreed upon amendments.	
Reason for Change: <input checked="" type="checkbox"/> Client Request <input type="checkbox"/> Unknown/Unforeseen Issue Explanation/Supporting Documentation: See Section 14.3.2 of Abonmarche's original proposal, dated October 20, 2021.	
Estimated Change in Professional Fees/Times:	
Professional Service Fees:	\$ 3000 increase
Est. Impact on Schedule:	30 days increase
Est. Impact to Regulatory or Administrative Requirements, including schedule: NA	
Basis of change in Professional Fees:	
<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Time and Materials
<input type="checkbox"/> % of Construction	<input type="checkbox"/> Other:
SUBMITTED BY:	AUTHORIZED BY:
By: 	By:
Abonmarche (Authorized Signature)	Client (Authorized Signature)
Title: Project Manager	Title:
Date: 3/10/2022	Date:

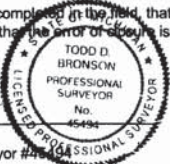



Parcel description per Liber 414, Page 224 : Three acres off the southwest corner of the north half of the northwest quarter of section eight, and eight acres and thirteen and one half square rods off the north end of the northeast fractional quarter of section seven and north end of such portion of southwest quarter of northwest quarter of section eight as lies west of center of highway; all of said land in town two north, range sixteen west. It is hereby intended to convey a body of land commencing in center of highway at southeast corner of land west of highway formerly owned by J. Warrick and running thence west along line of said land to Lake Michigan forty two rods, thence south along shore of Lake Michigan thirty nine rods, thence east to center of said highway forty nine rods, thence north by east along center of said highway to place of beginning thirty nine rods; containing eleven acres and thirteen and one half rods.

Being more particularly described as: Part of the Northwest 1/4 of Section 8 and part of the Northeast fractional 1/4 of Section 7 all in Town 02 North, Range 16 West, Ganges Township, Allegan County, Michigan described as: Commencing at the West 1/4 Corner of Section 8; thence South 89°25'50" East 66.00 feet along the East-West 1/4 line of said Section 8 to the centerline of Lakeshore Avenue; thence North 09°49'37" East 910.82 feet to the Point of Beginning; thence North 08°53'54" East 643.50 feet along the centerline of Lakeshore Avenue; thence North 76°53'18" West 693.00 feet to the intermediate traverse line (point 'A'); thence North 90°00'00" West to the Ordinary High Water Mark; thence southerly along the Ordinary High Water Mark ±630 feet; thence South 76°57'31" East to a point bearing South 19°10'24" West 646.37 feet along the intermediate traverse line from point 'A'; thence continuing South 76°57'31" East 808.53 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE
I hereby certify that this survey has been completed in the field, that proper survey practices were utilized and that the error of closure is less than 1 in 5000.

By: 
Todd D. Bronson
Licensed Professional Surveyor #164164



REVISIONS: 4/25/2016: Add Ordinary High Water Mark 7/12/2016: Add original description. 7/19/2016: Revised north prop line.	 SUMMIT SURVEYING, INC. P.O. Box 410 Allegan, MI 49401 Phone (616) 865-7190	PREPARED FOR: Allegan County 3283 122nd Ave Allegan, MI 49010	DRAWN BY: Todd Bronson
			DATE: July 18, 2016
			JOB NUMBER: 0041903 SCALE: 1"= 100'