AGENDA
Regular Meeting of the County Board of Commissioners
Van Buren County

January 26, 2021 4:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

    1.

2. ADDITIONS/DELETIONS TO THE AGENDA

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

    A. ** Minutes - January 12, 2021

5. PUBLIC COMMENT

6. PRESENTATION

7. ADMINISTRATIVE AFFAIRS COMMITTEE

    Recommendation/Discussion:

    A. Road Commission - Appointment

    B. Declaration of a State of Emergency - Extension

    C. **CivicClerk - Agenda/Minutes Software

8. BUILDINGS AND GROUNDS COMMITTEE

    Recommendation/Discussion:

    A. **Recreation Plan Update

9. FINANCE/AUDITING COMMITTEE

    Recommendation/Discussion:

    A. Village of Paw Paw Commercial Rehabilitation District
    B. Charter Township of South Haven Commercial Rehabilitation District
    C. **Economic Development Corporation Strategic Development Fund
    D. **Homeland Security Grant Renewal
    E. **Jail Remote Video Arraignment/Meeting Rooms
    F. **Tilt Skillet Purchase
    G. **Purchase of Copy Machines for the Courts
    H. **Assistant Prosecuting Attorney Starting Salary Exception

10. LABOR NEGOTIATIONS AND CONTRACTS

Recommendation/Discussion:

11. TRANSIT COMMITTEE

Recommendation/Discussion:

12. VETERAN'S SERVICES COMMITTEE

Recommendation/Discussion:

13. PUBLIC COMMENT

14. CLOSED SESSION

15. BOARD CORRESPONDENCE

    A. Hayden Creek Documents

    B. Baraga County

    C. Grand Traverse County Pandemic Resolution

    D. Houghton County Resolution

16. COMMITTEE/OUT-BOARD ASSIGNMENTS

17. ORGANIZATIONAL MEETING

18. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

	Description
	Zoom Invite

VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

Richard Godfrey, Chairman
Mike Chappell, Vice-Chair

Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol

NOTICE:

Due to COVID-19 On Tuesday, January 26, 2021 there will be a Public Hearing at 2:50 pm followed by the regular Committee of the Whole and Board of Commissioners meeting at 3:00 pm and 4:00 pm. Meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.
When: Jan 26, 2021 02:50 PM Eastern Time (US and Canada)
Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:
https://us02web.zoom.us/j/83884669172

Or iPhone one-tap :
US: +13126266799,,83884669172# or +19292056099,,83884669172#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

POSTED: 01/22/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.
If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.
Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven at 219 East Paw Paw Street Suite 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, ext. 1271.

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Minutes

MINUTES
County Board of Commissioners
Van Buren County

January 12, 2021 4:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

 1.

 On the above date the regular meeting of the Board of Commissioners was called to order at 4:04 p.m. by Richard Godfrey, Chairman of the Board.

 The roll was called by County Clerk Suzie Roehm with the following commissioners answering to their name and district: Gail Patterson-Gladney, District 1 (remotely from City of South Haven, Van Buren County, MI); Kurt Doroh, District 2; Richard Godfrey, District 3; Mike Chappell, District 4 (remotely from Hartford Township, Van Buren County, MI); Randy Peat, District 5 (remotely from Paw Paw Township, Van Buren County, MI); Donald Hanson, District 6; and Paul Schincariol, District 7.

2. ADDITIONS/DELETIONS TO THE AGENDA

 None.

3. APPROVAL OF AGENDA

 All items on the agenda marked with '' are part of the consent agenda. Commissioners or the public can request that items be removed from the consent agenda.**

 Motion to approve the agenda as presented.

 Roll Call Vote: All Yes

 Motion by Gail Patterson-Gladney, Second by Mike Chappell, Carried

4. APPROVAL OF MINUTES

 A. ** Minutes - December 08, 2020

 Motion by Gail Patterson-Gladney, Second by Mike Chappell, Carried

5. PUBLIC COMMENT

6. PRESENTATION

7. ADMINISTRATIVE AFFAIRS COMMITTEE

 A. Village of Breedsville Annexation of Columbia Township Property

 The property owner has withdrawn the request and the Village of Breedsville has passed a resolution to rescind their original resolution for annexation.

 Motion to NOT approve the petition for annexation received from the Village of Breedsville.

 Roll Call Vote: All Yes

 Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

8. BUILDINGS AND GROUNDS COMMITTEE

9. FINANCE/AUDITING COMMITTEE

A. Claims

CLAIMS RESOLUTION C1/01-12-2021

WHEREAS, claims in the amount of $974,408.00 for December 2020 were submitted and reviewed. NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves total claims in the amount of $974,408.00.

Roll Call Vote: All Yes

Motion by Paul Schincariol, Second by Kurt Doroh, Carried

B. Municipal Auction

FINANCE RESOLUTION F1/01-12-2021

WHEREAS, the request is for approval for the sale by public auction of articles of County-owned property which have been taken out of service, at the Municipal Auction conducted by Biddergy on Tuesday, January 26, 2021, and;
WHEREAS, The following articles of County-owned property:
2007 Ford Pickup Truck, VIN number 1FTRX14W87FA70781. Assigned to Buildings and Grounds.
2010 Ford Econoline Van, VIN number 1FBSS3BL6ADA44756. Assigned to the AWP.
2011 Ford Pickup, VIN number 1FTEX1EM3BFD07827. Assigned to EOC.
2011 Ford Crown Victoria, VIN number 2FABP7BVXBX181768. Assigned to Specialty Courts.
2013 Ford Explorer, VIN number 1FM5K7AR9DGB78889. Assigned to Sheriff's Office.
2013 Ford Explorer, VIN number 1FM5K7AR5DGC40403. Assigned to Sheriff's Office.
2016 Ford Explorer, VIN number 1FM5K8ARXGGA72073. Assigned to Sheriff's Office.
One Stihl Weed Trimmer. Model FS 45.
Eight Stihl Weed Trimmers. Model fS 56 RC.
Four Stihl Weed Trimmers. Model 55 R.
Four Stihl Weed Trimmer Engines. Model M 5 311.
WHEREAS, each of the weed trimmers no longer operate. The cost of repairs would be equal to or greater than the cost of replacement., and;
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the request for sale by public auction, articles of County-owned property at the Municipal Auction conducted by Biddergy on Tuesday, January 26, 2021.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

10. LABOR NEGOTIATIONS AND CONTRACTS

11. TRANSIT COMMITTEE

12. VETERAN'S SERVICES COMMITTEE

13. PUBLIC COMMENT

14. CLOSED SESSION

15. BOARD CORRESPONDENCE

16. COMMITTEE/OUT-BOARD ASSIGNMENTS

- **Municipalities**
- **Administrative Affairs**
- **Technology Committee**
- **Brownfield Redevelopment**
- **Michigan Association of Counties**
- **SW Michigan Planning**
- **Palisades Stakeholders**
- **Foreign Relations**
- **Swearing-in Ceremony**
- **Covid vaccine**
- **Finance Committee**
- **Transit Committee**
- **Bangor Recycling**
- **Organizational Meeting**
- **Emergency Operations**
- **Economic Development**
- **Kinexus**
- **Area Agency on Aging**
- **Market Van Buren**

Administrator Faul

- **Covid 19 update**

17. ORGANIZATIONAL MEETING

18. ADJOURNMENT

The meeting was adjourned at 4:25 p.m.

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Richard Godfrey, Chairperson

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Suzie Roehm, County Clerk

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

Description
- **Resolution**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **ADMINISTRATIVE AFFAIRS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Van Buren County Board of Commissioners is responsible for making appointments to the Van Buren County Road Commission, and;

WHEREAS, the request is to accept the resignation of Mr. Geoffrey Moffat and to appoint Mr. Todd Hackenberg to fill the vacancy, and;

WHEREAS, Mr. Moffat's term expires December 31, 2024. The appointment of Mr. Hackenberg would be to fill this term.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the appointment of Mr. Todd Hackenberg to the Van Buren County Road Commission for a term to expire December 31, 2024.

Signed: ______________________________

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Date: January 26, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **ADMINISTRATIVE AFFAIRS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, on March 10, 2020, the County of Van Buren, Michigan was informed that in response to the novel coronavirus, COVID-19, a state of emergency was declared by the Governor of the State of Michigan; and

WHEREAS, on March 13, 2020, the County of Van Buren, Michigan was informed that in response to the novel coronavirus, COVID-19, a national state of emergency was declared by the President of the United States; and

WHEREAS, the Van Buren/Cass District Health Department was partially activated on March 2, 2020, and fully activated on March 17, 2020; and

WHEREAS, the Van Buren County Emergency Operations Center was partially activated on March 25, 2020, in support of Public Health in acquiring resources to deal with the pandemic, and has since been demobilized; however, the Van Buren County Emergency Operations Center remains ready to assist and may be partially or fully activated consistent with the Emergency Operations Plan which has been functioning since March 25, 2020 as necessary; and

WHEREAS, any widespread outbreak within the County of Van Buren could hinder and/or cease most daily operations within the entire County and overwhelm Emergency Medical Services, hospitals and urgent care facilities; and

WHEREAS, as a result of the requirements placed on the local health department personnel (including, but not limited to, education, enforcement, contact tracing, planning, testing and vaccination deployment), additional staff, volunteers, services, supplies/equipment and afforded liability protection may be needed to continue to protect public health; and

WHEREAS, Michigan Department of Health and Human Services (MDHHS) and Michigan Occupational Safety and Health Administration (MIOSHA) rules and orders exist requiring, or advising of, preventive measures to be in place to protect public health, including limitations on gatherings and use of remote technologies; and

WHEREAS, public bodies within Van Buren County have complied with orders or have voluntarily elected to meet virtually and may elect to continue such practice under this Declaration to protect public health consistent with the Open Meetings Act as amended; and

WHEREAS, in the absence of a current State of Michigan declared State of Emergency, it is necessary to declare a local State of Emergency**.**

THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners, in accordance with Section 10 of 1976 PA 390, as amended, and the Open Meetings Act, as amended, hereby declares that a "local state of emergency" exists within our jurisdiction as of November, 24 2020 and that local resources and funding are being utilized to the fullest possible extent, and the Emergency Operations Plan will be partially or fully implemented as this pandemic necessitates.

BE IT FURTHER RESOLVED that this Declaration which was scheduled to expire on January 31, 2021, will be extended until and expire on December 31st, 2021, unless otherwise extended or repealed by the Board of Commissioners.

Signed: ______________________________

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Date: January 26, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED ☐

SECONDED BY: NOT CARRIED ☐

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Resolution
	SOW

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **ADMINISTRATIVE AFFAIRS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to utilize another platform from CivicPlus, their agenda setting platform, CivicClerk to replace our current platform, Novus, and;

WHEREAS, Clerk Roehm and the Administration Department are pleased with the upgrades CivicClerk has to offer, and;

WHEREAS, the first year of CivicClerk with their implementation costs is $8,239 and starting year two, $7,144.20 annually.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the request to purchase CivicClerk and authorizes the Board Chair to sign on its behalf.

Signed: ____

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Date: January 26, 2021 ____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-10111-1
Date: 6/25/2020 1:58 PM
Expires On: 1/29/2021
Product: CivicClerk

Client:
Van Buren County MI - CivicClerk

Bill To:
Van Buren County MI - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hannah Meadows	x	meadows@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Premium Package	Premium Package - Max Number of Boards: 7	
1.00	CivicClerk- Premium Annual Fee	CivicClerk- Premium Annual Fee	Renewable
2.00	CivicClerk Consulting (1h, virtual)	CivicClerk Virtual Consulting	One-time
3.00	CivicClerk Configuration	CivicClerk Configuration	One-time
2.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Design	CivicClerk Design -- includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time
1.00	CivicClerk Design	CivicClerk Design -- includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time

~~List Price - Year 1 Total~~	~~USD 14,686.00~~
Total Investment - Year 1	USD 8,329.00
Annual Recurring Services - Year 2	USD 7,144.20

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby

attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.

5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. The parties agree to cooperate in a timely manner to complete the Project Development Division of Work, as set forth on Addendum 1 hereto.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: ______________________________

Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Complete the implementation questionnaire • Provide Word versions of your agendas and item reports	• Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Be prepared to schedule a call for system review • Provide feedback on any needed changes	• Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Provide a list of users • Provide any additional feedback and changes	• Enter user list with appropriate security settings • Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Schedule a presentation for administrator training • Schedule a presentation for end user training	• Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training	• Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

Description

- **Resolution**
- **Final Draft**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **BUILDINGS & GROUNDS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, a plan which addresses the future use and development of parks, recreation areas, open spaces and greenways has been developed Van Buren County with the assistance of the County Planning Commission and the Southwest Michigan Planning Commission, and;

WHEREAS, the planning process included public input opportunities such as Planning Commission meetings, a survey and a public comment period, and;

WHEREAS, the plan has been developed to meet the recreational needs (based on data and public input) of the County; and

WHEREAS, the County held a public 30-day public comment period and a public hearing to take comment of the plan; and

WHEREAS, the County Planning Commission has recommended the plan to the County Board for adoption; and

NOW, THEREFORE BE IT RESOLVED, The Van Buren County Board of Commissioners hereby adopts the Van Buren County Community Park, Recreation, Open Space and Greenway Plan 2021-2026.

Signed: ______________________________________

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Date: January 26, 2021 ______________________________________

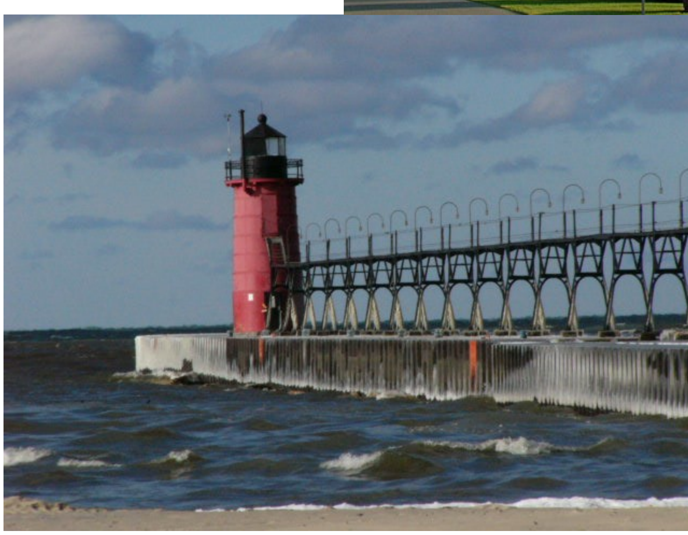
FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

Van Buren County, Michigan

COMMUNITY PARK, RECREATION, OPEN SPACE, AND GREENWAY PLAN



2021 —2026

Adopted by the Van Buren County Board of Commissioners January 26, 2021

Van Buren County

COMMUNITY PARK, RECREATION, OPEN SPACE, AND GREENWAY PLAN

2021 – 2026

The Southwest Michigan Planning Commission prepared this plan for Van Buren County with assistance from representatives from the following organizations:

- Van Buren County Planning Commission
- Van Buren County Administration and Board of Commissioners
- Van Buren County Road Commission
- Those who provided feedback via phone, email, written comments and survey responses

Special thanks to the South Haven/Van Buren County Convention and Visitors Bureau for funding the plan development.

Southwest Michigan Planning Commission
185 E. Main Street Suite 701 |Benton Harbor, MI 49022
www.swmpc.org | swmpc@swmpc.org | 269.925.1137

Van Buren County Administration & the Department of Land Service – Planning and Community Development
219 Paw Paw St. Suite 303 | Paw Paw, MI 49079
www.vbco.org | 269.657.8253

Van Buren County Road Commission
P.O. Box 156 | 325 West James Street | Lawrence, MI 49064
www.vbcrc.org| vbcrc@comcast.net | 269.674.8011

Table of Contents

List of Tables and Figures

Tables

Figures

Section 1. Plan Overview

This is an update to Van Buren County's 2012-2017 plan for parks and recreation resources at the county level. It will guide the County's approach to parks and recreation planning through 2026.

Parks and recreational facilities in Van Buren County add real value to their surrounding communities and improve the quality of life for residents of all backgrounds and abilities by promoting healthy lifestyles, encouraging social interaction and providing access to natural areas.

"Public attention tends to focus on recreation, because we want exercise, or on parks, because we need a place to get it. Some citizens may visit a park monthly, or weekly -- the most active among us, even daily. However, every day, every one of us benefits from the effect of open space and greenways. They contribute dramatically to our property values, community character, and personal wellbeing.

Visiting a park for recreation may create evidence in our calendars, our memories, our selfies, or even our laundry. Benefits from open space and greenways accrue elsewhere, in the smell of the air, the clarity of the water, the stability of the community -- even whether we see wild birds from our kitchen window." Gary Stock, Van Buren County resident

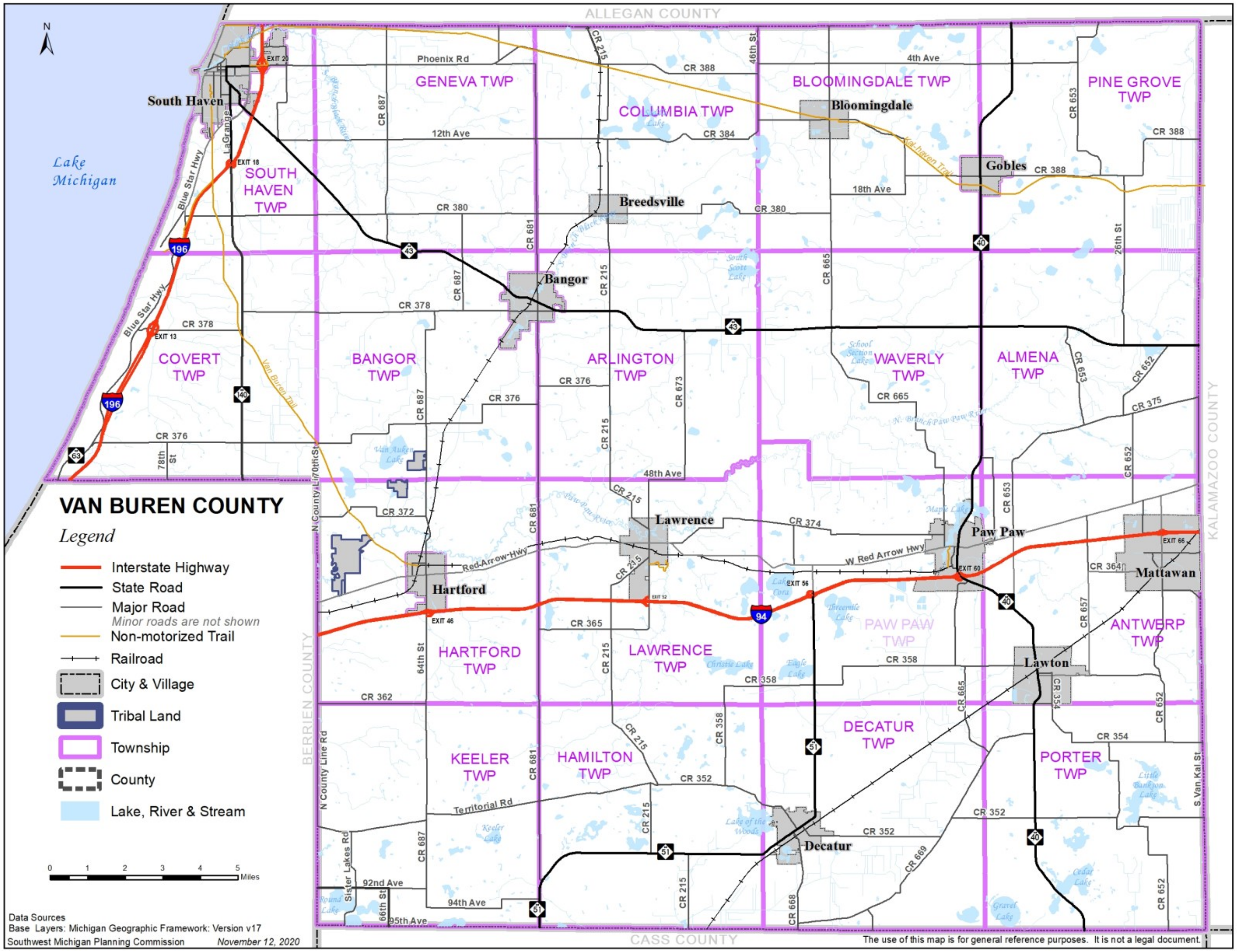
Mission
Through this plan, Van Buren County seeks to provide quality recreational resources to its residents and visitors. The County recognizes the importance of recreational amenities – including parks, natural areas, open spaces, land and water trails, lake and river access points and recreational programming – as they contribute to places where people want to live, spend their leisure time and do business. The County strives to develop its parks and recreation amenities with these benefits in mind and with particular emphasis on stewardship of historically significant assets, natural features, fragile lands, water quality and green infrastructure.

Vision
Van Buren County will enhance the quality of life for *all* current and future generations through its recreational resources.

Section 2. Community Description

Van Buren County is located in southwest Michigan and covers 611 square miles. In 2010, the total population for Van Buren County was 76,258, down slightly from the 2000 census number of 76,263. The 2019 population estimate is even lower at 75,677. Its residents are dispersed across four cities (Bangor, Gobles, Hartford and South Haven), seven incorporated villages (Bloomingdale, Breedsville, Decatur, Lawrence, Lawton, Mattawan and Paw Paw) and eighteen townships (see Table 8 in the Appendix for a full list.). The County spans small urban, suburban and rural settings and is home to one community college branch (Lake Michigan College South Haven), dozens of lakes (129 larger than ten acres) and two major rivers (the Paw Paw and Black Rivers). For more information on Van Buren County, visit the Van Buren County's website at www.vbco.org.

Figure 1 (Map) Area of Plan, Van Buren County



People - Demographics and Population Growth

Over the past two decades (1990 to 2010), the population in Van Buren County increased by over 10%. Growth has slowed somewhat in the past decade, yet the county remains the only one in its three-county region of southwest Michigan (includes Berrien and Cass) that experienced growth during this time.

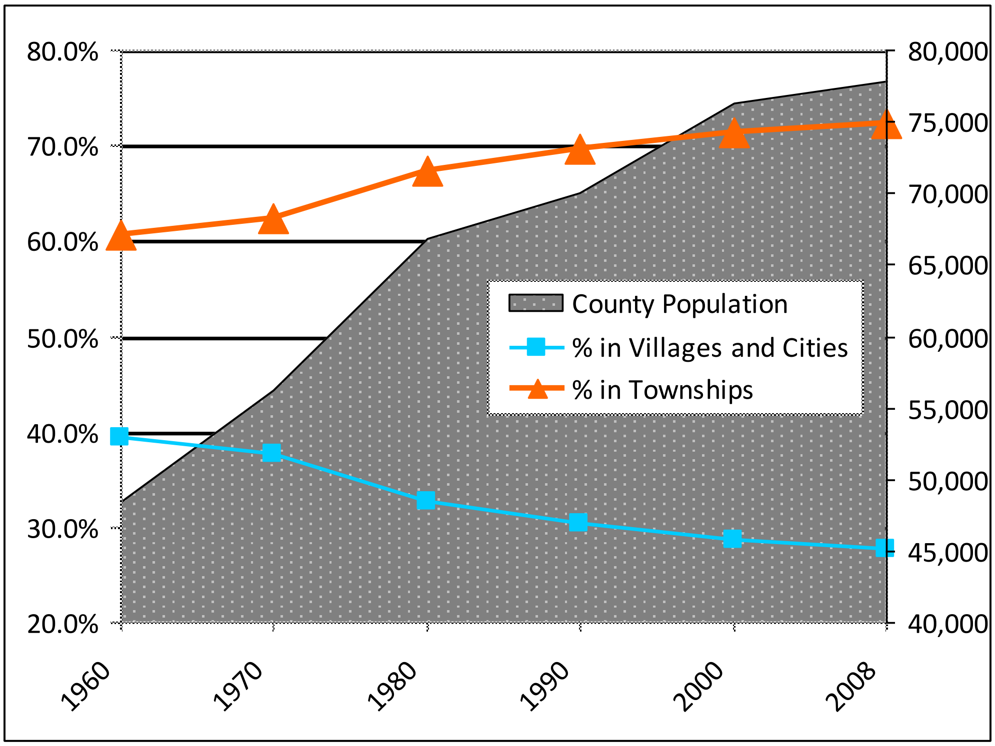
Table 1. Population Change by Municipality Type, Van Buren County | 1960 – 2010

	1960	1970	1980	1990	2000	2010	1960-2000	2000-2010
Almena	1,288	1,845	2,956	3,581	4,226	4,992	228.1%	18%
Antwerp	2,456	2,312	3,910	5,039	6,298	8,285	156.4%	31%
Arlington	1,392	1,645	1,884	1,929	2,075	2,073	49.1%	-0.09%
Bangor	1,443	1,708	1,993	1,948	2,121	2,147	47.0%	1%
Bloomingdale	1,176	1,493	1,953	2,351	2,836	3,103	141.2%	9%
Columbia	1,374	1,657	2,004	2,339	2,479	2,588	80.4%	4%
Covert	2,323	2,659	2,706	2,855	3,141	2,888	35.2%	-8%
Decatur	1,275	1,603	1,684	1,856	2,078	1,907	63.0%	-8%
Geneva	1,850	2,392	2,984	3,162	3,975	3,573	114.9%	-10%
Hamilton	1,023	1,167	1,586	1,515	1,797	1,489	75.7%	-17%
Hartford	1,746	2,211	2,707	3,032	3,159	3,274	80.9%	3%
Keeler	2,109	2,234	2,638	2,344	2,601	2,169	23.3%	-16%
Lawrence	1,421	1,555	2,114	2,115	2,282	2,263	60.6%	-0.8%
Paw Paw	2,067	2,592	3,207	3,645	3,738	3,507	80.8%	-6%
Pine Grove	1,528	1,835	2,379	2,594	2,773	2,949	81.5%	6%
Porter	1,047	1,360	2,041	2,086	2,406	2,466	129.8%	2%
South Haven	2,766	3,416	4,174	4,185	4,046	3,983	46.3%	-1%
Waverly	1,044	1,313	2,130	2,188	2,467	2,554	136.3%	3%
Township Total	29,328	34,997	45,050	48,764	54,498	56,210	85.8%	3%
Bloomingdale	471	496	537	503	528	454	12.1%	-14%
Breedsville	245	209	244	213	235	199	-4.1%	-15%
Decatur	1,827	1,764	1,915	1,760	1,838	1,819	0.6%	-1.0%
Lawrence	773	790	903	915	1,059	996	37.0%	-5%
Lawton	1,402	1,358	1,558	1,685	1,859	1,900	32.6%	2%
Mattawan	~~	1,569	2,143	2,456	2,536	1,997	~~	-22%
Paw Paw	2,970	3,160	3,211	3,169	3,473	3,534	16.9%	1%
Village Total	7,688	9,346	10,511	10,701	11,528	10,899	49.9%	-5%
Bangor	2,109	2,050	2,001	1,922	1,933	1,885	-8.3%	-2%
Gobles	816	801	816	769	815	829	-0.1%	1%
Hartford	2,305	2,508	2,493	2,341	2,476	2,688	7.4%	8%
South Haven	6,149	6,471	5,943	5,563	5,013	4,403	-18.5%	-12%
City Total	11,379	11,830	11,253	10,595	10,237	9,805	-10.0%	-4%
VB Co. Total	48,395	56,173	66,814	70,060	76,263	76,258	57.6%	-0.006%

Source: U.S. Census (1960 – 2010); U.S. Census

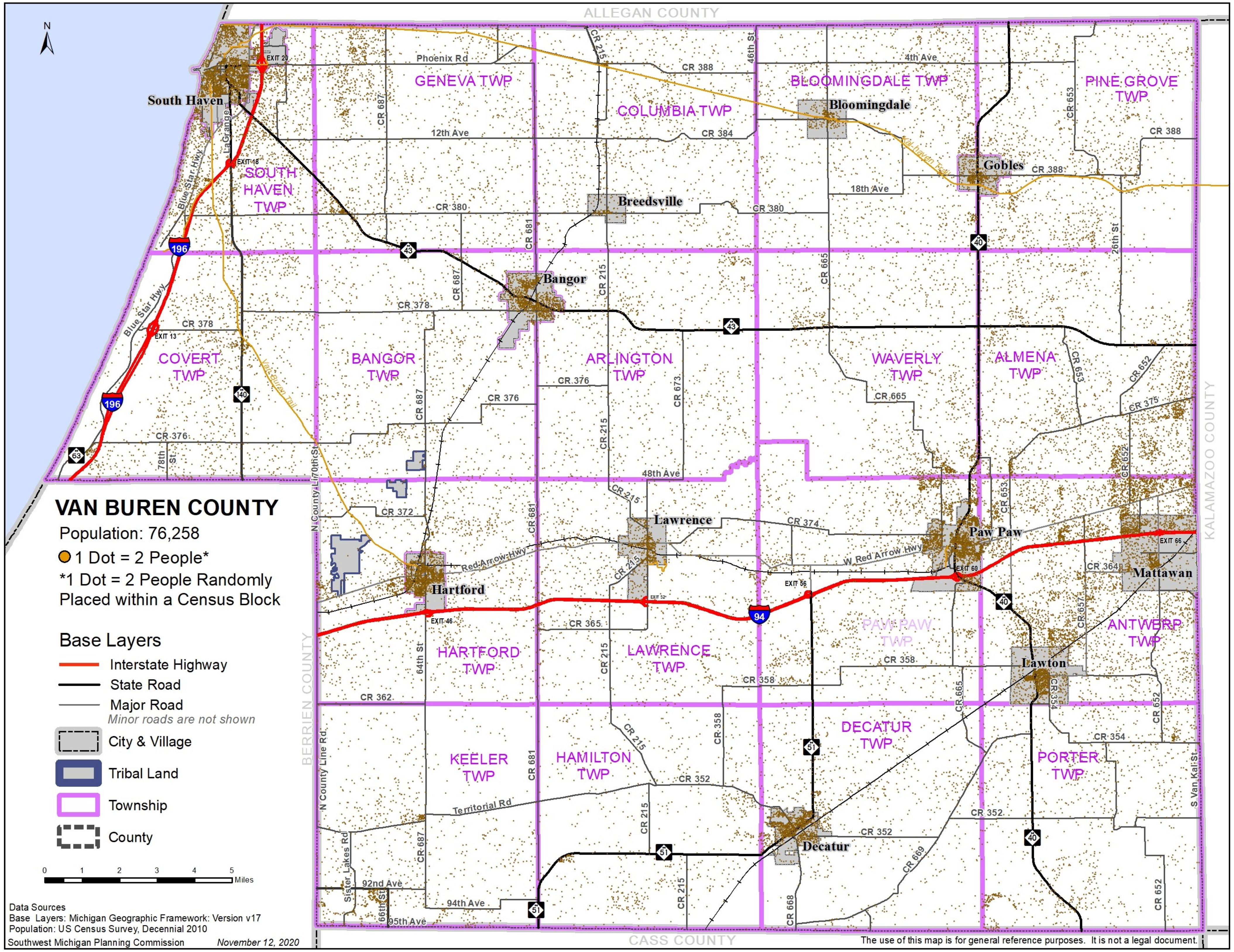
Much of this growth is concentrated on the county's eastern edge, where the Village of Mattawan and Almena and Antwerp Townships fall into the City of Kalamazoo's commuter-shed. The Villages of Mattawan and Lawton, and the Cities of South Haven and Hartford, experienced growth from 2000 to 2010. Nine townships (Almena, Antwerp, Bangor, Bloomingdale, Columbia, Hartford, Pine Grove, Porter, and Waverly) grew during this time, suggesting a slight land use shift from residents living near traditional downtown areas to more rural settings.

Figure 2 (Chart) Population change by municipality type, Van Buren County | 2000 - 2008



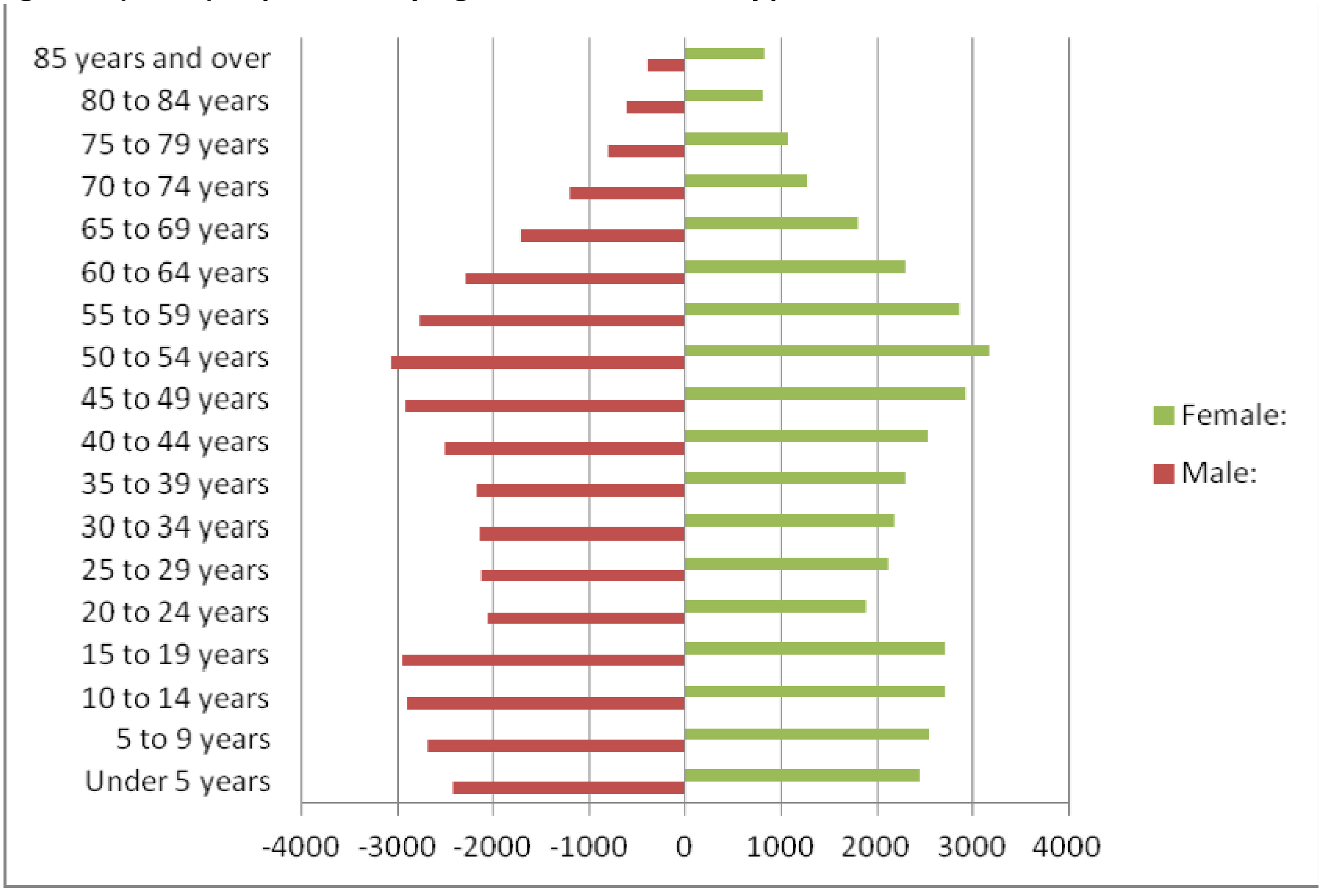
By racial composition, 2019 population estimates put Van Buren County as primarily White (91.5%), 4% African American and 4.6% other. The county has 11.7% reporting Hispanic/Latino ethnicity. Between 2000 and 2009, proportionally large increases of residents identifying themselves as Asian, Hispanic/Latino and "some other race" not defined on the U.S. Census survey forms have contributed to the county's growth.

Figure 3 (Map) Population Density, Van Buren County



By gender, Van Buren County houses slightly more women than men. As the county's "baby-boomer" residents' age, its collective population also ages; this pattern reflects patterns throughout much of the region and the country. The 2019 census estimates that 6% of the county's population is under 5 year of age, 23% are under 18 years of age and 18% are over 65 years and over.

Figure 4 (Chart) Population by Age, Van Buren County|2010



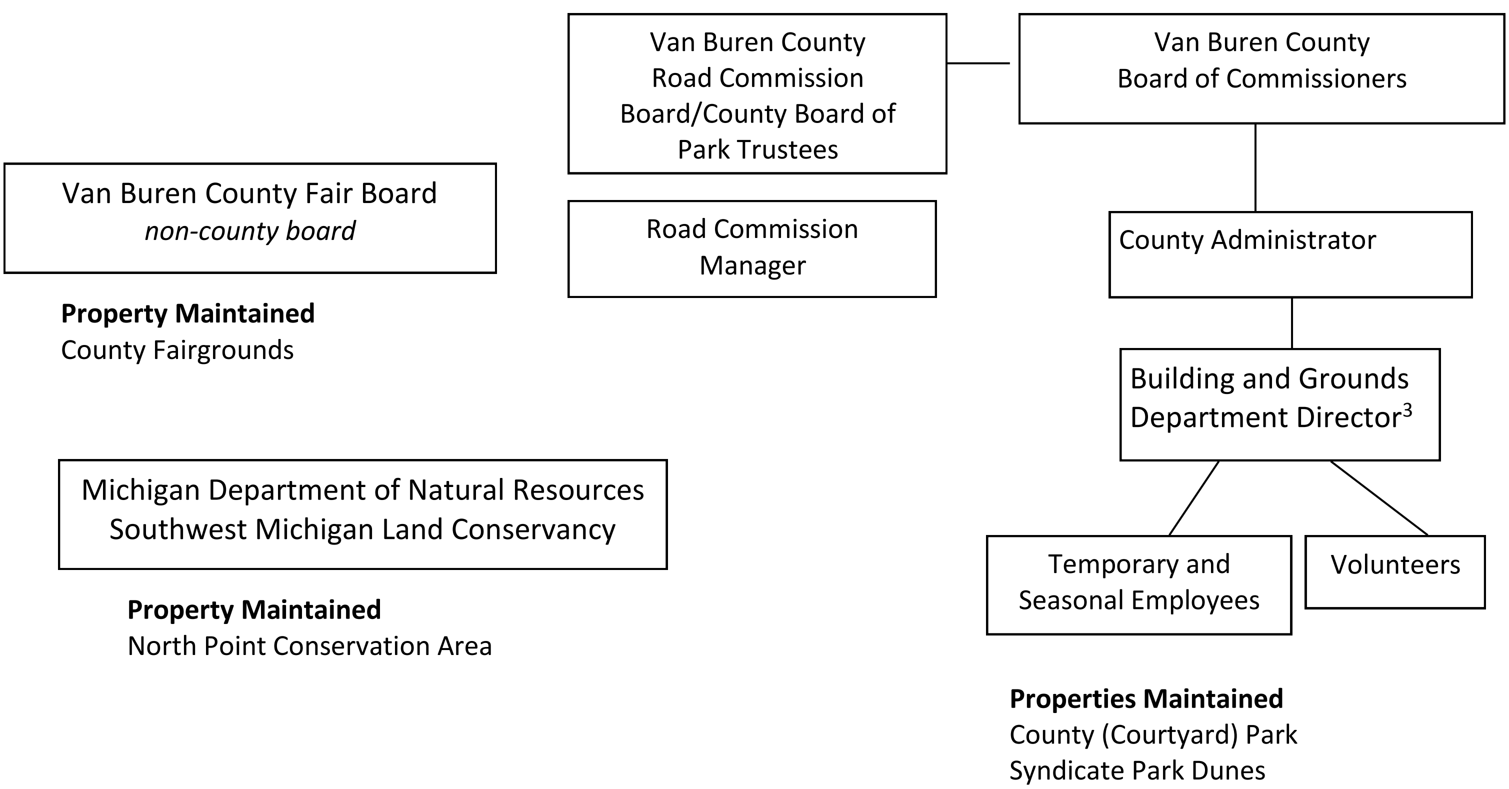
Section 3. Administrative Structure

Organizational Charts, Legal Authority and Board Membership

The four properties addressed in this plan's recreation inventory fall under the purview of two boards/departments: the Board of Commissioners and the Board of County Park Trustees. Per Michigan Public Act 90 of 1913, "*whenever the board of supervisors of any county shall have adopted a resolution to purchase, condemn, or to accept certain lands for park purposes and make an appropriation therefore . . . there shall be created a board of 3 members to be known and designated as county park trustees.*" The Act goes on to state, "*In counties operating under the county road system, the board of county road commissioners is hereby designated and shall then act as the county park trustees.*" The members of the County Road Commission currently fill the seats on this board and currently do not manage any county park lands.

The current administrative structure for the county's recreation system is shown in Figure 5. The basic operations and maintenance functions affecting Van Buren County's recreation inventory are the responsibilities of one staff position within the County Buildings and Grounds Department.

Figure 5 (Chart) Administrative Structure, Van Buren County



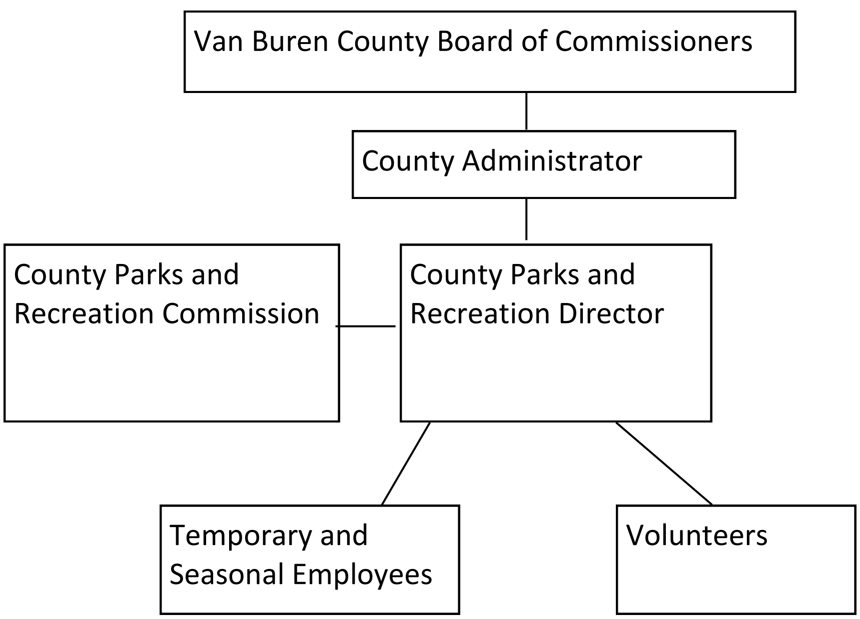
It is envisioned, over time, the County Park Trustees (or a board with an equivalent function under a different name) will manage a budget and make decisions about all of the County's parks, recreational facilities and programming.

In the event that the Board of Commissioners chooses to create a full County Parks and Recreation Commission under Michigan Public Act 261 of 1965 to operate, maintain and improve upon the County's parks and recreation resources per this plan's recommendations, the County Parks and Recreation Commission will comprise the following members:

- The Chair of the Road Commission
- The Drain Commissioner
- The Planning Commission Chairperson
- Seven board-appointed members

(See the Appendix for documentation of the relevant Michigan legislation.)

Figure 6 (Chart) Potential Future Administrative Structure, Van Buren County



Properties Maintained
County (Courtyard) Park
Syndicate Park Dunes

Current Funding Sources & Budgets

Van Buren County's Buildings and Grounds department's "grounds care" expenditures are inclusive for the County Courthouse – where the County Park is located. The Building and Grounds department did provide funding for maintenance of the North Point Conservation Area on Lake Michigan; however, that area is now leased to the Michigan Department of Natural Resources.

The County Fairgrounds are leased from the County and maintained/operated by a non-governmental board. The Van Buren Youth Fair Association, a 501(c)3 corporation, leases approximately 85 acres from Van Buren County.

No county department prepares an annual budget explicitly for parks and recreation resources, though this may become a task for the Board of Park Trustees or a future Parks Commission. The following is a list of potential funding sources to provide an outline of options for the County's future approach to funding parks and recreation resources within its borders.

State-Level

- The Michigan Natural Resources Trust Fund (MNRTF), established in 1976, funds capital improvements and land acquisitions for local/state parks through a granting process. The MNRTF accepts applications annually. See Table 4 for an inventory of local projects in Van Buren County funded via the MNRTF since 1976.

- The Michigan Department of Natural Resources MDNR's Recreation Passport Program replaces the Motor Vehicle Permit system that has funded state parks in Michigan since 1961. Through the program, motorists can pay a state-park access fee ($12 annually) when renewing license plates. The program will primarily fund the maintenance and operations of MDNR properties; the MDNR will use a percentage for local park improvements as well.

- The Michigan Parks and Recreation Association's foundation provides "financial support to people and programs that work to enrich the health and well-being of all Michigan citizens through increased access to recreation and outdoor experiences," https://www.mparksfoundation.org/.

County-Level

Over 80% of Van Buren County respondents to the Growing Greener Survey conducted by MSU in 2009 indicated a willingness to pay some amount annually for greater conservation efforts throughout the county; nearly one third of these respondents would pay over $25 per year and supported the following funding options – millages and user fees – by nearly 50% and 65%, respectively.

- Many Michigan counties levy a millage to fund parks, recreation and land preservation. Under 30% of respondents to the Growing Greener survey indicated opposition to a parks and recreation millage. A county-wide millage vote on a 0.25 mill for parks, recreation and land preservation could generate approximately $750,000 a year.

- The Van Buren County Road Commission (VBCRC) previously funded operations and maintenance of the Kal-Haven and Van Buren trails and their adjacent campgrounds through user fees. Since 2011 the Van Buren County Road Commission discontinued the user fee for the trail and contracted with the MDNR for trail maintenance. Growing Greener survey respondents were highly supportive of using user fees to fund parks and recreation resources, suggesting it may be a viable option for developing the County's parks and recreation offerings.

Other

- The Trust for Public Land has resources for federal-level funding options. More are at http://www.tpl.org/.
- The National Park Service, https://www.nps.gov/subjects/partnerships/
- The National Recreation and Park Association listing of grant opportunities, https://www.nrpa.org/our-work/Grant-Fundraising-Resources/
- The National Transportation Enhancements Clearinghouse, http://ruraltransportation.org/national-transportation-alternatives-clearinghouse/

Volunteers & Other Organizations

Volunteers in Van Buren County contribute an immense amount of time and effort to improve parks and recreation resources for Van Buren County's residents and visitors. This section briefly describes and lists contact information for organizations and coalitions in Van Buren County, southwest Michigan and around the State, that contribute to maintaining, promoting and developing recreation resources throughout the county.

- The **Friends of the Kal-Haven Trail ("the Friends")** is a non-profit (501(c)3) organization that works in cooperation with Van Buren County to expand and enhance the facilities of the Kal-Haven and Van Buren Trails, promotes the use of the trails through sponsored events and other promotional activities and performs other acts consistent with and complementary to the maintenance and operations of the trails.
    - **Website:** https://kalhaven.org/

- **Friends of Blue Star Trail -** In 2009, a group of stakeholders from Allegan and Van Buren counties came together to discuss the possibility of creating a non-motorized connection from South Haven to Saugatuck. The group included municipal representatives from the City of South Haven, South Haven Charter Township, City of Saugatuck, Village of Douglas, Ganges Township, Casco Township, and Saugatuck Township. The group has recently formed a Friends group and has established themselves as a non-profit organization. The Friends group is now seeking contributions for their project and is working with the Allegan County Road Commission in developing their vision of a non-motorized off-road shared use path along the roadway known as Blue Star Highway.
    - **Website:** http://www.fotbst.org/

- The **Two Rivers Coalition** is a citizen-based group working to protect the health of the Black- and Paw Paw-River watersheds (See Figure 8 for a map of Van Buren County's watersheds.) through conservation, education and advocacy.
    - **Website:** http://tworiverscoalition.org/

- **Boy Scout Troops** have completed Eagle Scout Projects on the North Point property – i.e. planting hundreds of trees, maintaining trails and installing erosion control measures.

- The **Bangor/South Haven Heritage Water Trail Association** is a volunteer group working to maintain a canoe and kayak trail encompassing 21 miles of the south branch of the Black River between the cities of Bangor and South Haven in Van Buren County. The association improves and promotes the water trail through newsletters, promotional events, outreach and river clean-up days. This group dissolved in late 2020 and the responsibilities for the water trail will be coordinated by the **South Haven/Van Buren County Convention and Visitors Bureau**.
    - **Website:** www.bangorsouthhavenwatertrail.org

- The **Van Buren County Conservation District (Van Buren CD)** "is a local agency established to coordinate and implement conservation and natural resource programs, in partnership with [local, state and federal] entities to provide valuable technical assistance, financial assistance and educational opportunities to the people of Van Buren County, Michigan." Van Buren CD also serves as staff for the Van Buren County Land Preservation Board.
    - **Website:** http://vanburencd.org/

Organizations Beyond County Borders

Trails, greenways and protected lands provide many opportunities for cross-jurisdictional collaborations. The following organizations represent trail, greenway and conservation planning and organizational efforts at the regional and state levels that affect parks and recreational amenities in Van Buren County.

- The **Friends of the Kalamazoo River Valley Trail** partner with the Parks Foundation of Kalamazoo County and the Kalamazoo County Parks Department to provide programming to maximize the benefits of the Kalamazoo River Valley Trail, a planned 35-mile paved-asphalt trail throughout Kalamazoo County, connected to the Kal-Haven Trail.
    - **Website**: www.kalcounty.com/parks/krvt/

- The **West Michigan Trails and Greenways Coalition**, formed in 2000, is a non-profit group of donors, organizations and volunteers dedicated to developing non-motorized trails and greenways into a linked system that connects wilderness areas, parks, historic landmarks and cultural sites throughout west Michigan**.**
    - **Website:** www.wmtrails.org/

- The **Michigan Trails and Greenways Alliance** is a non-profit organization that fosters and facilitates the creation of an interconnected statewide system of trails and greenways for recreation, health, transportation, economic development and environmental/cultural preservation purposes.
    - **Website:** www.michigantrails.org

- Created in 1991 by area residents, the **Southwest Michigan Land Conservancy (SWMLC)** seeks to permanently protect the natural, historic and scenic landscapes to ensure the health and quality of life for the people of southwest Michigan through gifts, conservation easements, education, outreach, research, recreation and volunteer opportunities. As of October 2020, SWMLC owns 12 preserves encompassing 1,058 acres (it was 584.4 acres in 2011) and holds 11 conservation easements encompassing 924 acres (It was 135.3 acres in 2011) in Van Buren County. It also plays a direct role in the preservation of Van Buren County's natural resources, entering into an agreement with the Van Buren County Board of Commissioners to hold and enforce the conservation easement on the North Point property in December 2009. The SWMLC has a partial interest in and must approve any management or use proposal for the North Point property.
    - **Website:** www.swmlc.org

- The **Nature Conservancy** is an international organization which preserves the plants, animals and natural communities that represent the diversity of life on Earth by protecting lands and waters they need to survive. The Nature Conservancy owns three preserves in Van Buren County (Ross Coastal Plain Marsh in Covert Township, East Branch Prairie Preserve and the Paw Paw Prairie Fen Preserve both in Antwerp Township) totaling 2,556 acres. The Nature Conservancy also holds three conservation easements in Van Buren County totaling 166 acres.
    - **Website:** www.nature.org/

- The **Michigan Nature Association (MNA)** is a non-profit, conservation organization dedicated to protecting Michigan's exceptional natural habitats and extraordinary endangered plants and animals. The MNA has six preserves in Van Buren County with only two being open to the public (Bavicks Sand Dunes Nature Sanctuary (40 acres in Covert Township) and the Phillips Family Memorial Nature Sanctuary (79 acres in Hamilton Township)).
    - **Website:** www.michigannature.org/

- The **Michigan Audubon Society** "connects birds and people for the benefit of both through conservation, education and research efforts in the state of Michigan."
    - **Website:** www.michiganaudubon.org/

School Districts, Public Agencies, Cross-Jurisdictional Coalitions and Private Entities

Resource-sharing and cross-border collaboration help provide a full set of recreation resources and programming to Van Buren County residents and visitors. In some neighborhoods and communities, school facilities (mapped in Figure 7) may serve as a primary recreation resource. The following include cross-jurisdictional planning coalitions and other efforts with significance for Van Buren County's recreation resources.

- As of 2010, the **South Haven Area Recreational Authority (SHARA)** is a collaboration between the City of South Haven, South Haven Charter Township, and South Haven School District in Van Buren County and Casco Township in Allegan County. The SHARA was initially established to provide the acquisition, construction, operation, maintenance and improvement of the land and facilities that may now or subsequently comprise the South Haven Area Recreational Park (SHARP). The SHARA is also established to acquire, construct, operate, maintain and improve public parks and other purposes as may from time to time be authorized by Act 321 all within a specified jurisdictional limits of the cities, townships and villages that may be part of the SHARA.

- The **Van Buren Intermediate School District (Van Buren ISD) – Wildlife Habitat Project** is an educational initiative based around creating an outdoor learning environment to “enhance education, wellness and stewardship.” Educators, volunteers and students use a half-mile boardwalk in Lawrence Township on the Van Buren ISD Campus (open to the public year-round) as a learning site.

Section 4. Inventories

Van Buren County residents rely on a variety of recreational facilities throughout the county. These include parks, land and water trails, open spaces, golf courses, campgrounds, lake/river access points, etc. that are owned and maintained by cities, villages and townships, Van Buren County, the Michigan Department of Natural Resources (MDNR), and private entities, i.e. conservation/land trust organizations, "Friends" groups and private landowners.

County Owned Properties

At the time of this plan's adoption, Van Buren County has no department dedicated explicitly to maintaining the County's recreation resources. With input from County staff, minutes from the County Board of Commissioners' meetings and other planning documents (i.e. Van Buren County's Master Plan and local recreation plans.

Table 2 lists four recreational facilities that comprise the recreation amenities currently available at the County level. This plan uses the local and regional recreation and open space classification system that the Michigan Department of Natural Resources (MDNR) suggests (See Table 5 in the Appendix for an overview.). This classification system is widely used throughout the state and country.

Table 2. County Owned Properties, Van Buren County

Park Name	Acres	Type	Accessibility Rating*	Fee
North Point Conservation Area	17	Natural Resource Area	1	No
County (Courtyard) Park	0.70	Mini-Park	3	No
Van Buren County Fairgrounds	85	Special Use	3	Yes
Syndicate Park Dunes	20	Natural Resource Area	1	No

***Accessibility Rating** - The Michigan DNR provides the following measure of parks' and recreational facilities' accessibility:*
1 = none of the facilities/park areas meet accessibility guidelines
2 = some of the facilities/park areas meet accessibility guidelines
3 = most of the facilities/park areas meet accessibility guidelines
4 = the entire park meets accessibility guidelines
5 = the entire park was developed/renovated using the principles of universal design

North Point Conservation Area

North Point Conservation Area is a County-owned, 17-acre parcel on Lake Michigan that includes approximately 330 feet of Lake Michigan beach, forested critical dunes and wetlands. It abuts the lake just north of the Van Buren State Park. In 2020, this property was leased to the Michigan Department of Natural Resources for 20 years and is now considered part of Van Buren State Park and is accessed through the State Park. Since December 2009, this property also has a conservation easement on it held by the Southwest Michigan Land Conservancy.

Residents often refer to the North Point Conservation Area as the "old Boy Scout Camp," because Boy Scouts in southwest Michigan have used and maintained the property for generations. Several Boy Scouts have completed Eagle Scout Projects on the site – i.e. planting hundreds of trees, maintaining trails and installing erosion control measures.

County (Courtyard) Park

The County Park is a 0.7-acre mini-park in downtown Paw Paw adjacent to the Van Buren County courthouse. Features include an eight-foot wide sidewalk, markers denoting the four corners of the original 1840 county courthouse, a gazebo and four benches. Its most frequent users are Village of Paw Paw residents and visitors.

Van Buren County Fairgrounds

The Van Buren County Fair Board (Fair Board), a 501(c)3 corporation, leases approximately 85 acres from Van Buren County and has for the past 50 plus years. The Fair Board operates the Van Buren County Youth Fair on these grounds.

The Fair Board and volunteers have contributed to the development of a campground and buildings to supplement a “natural amphitheater” with hillside seating. In 2005, the fair board paved surfaces throughout the grounds to increase accessibility. Additional information on the Van Buren County Youth Fair can be found at: www.vanburenyouthfair.com/

Syndicate Park Dunes

Van Buren County owns over 20 acres of critical dune along Lake Michigan in South Haven Township in a subdivision called Syndicate Park. Most of this property was obtained through tax foreclosures. Due to erosion, Van Buren County worked with Southwest Michigan Planning Commission to secure a grant to restore the dune ecosystem. The grant was used to stabilize and slow down the advancing dune that was threatening neighboring residences, improve access to the beach while supporting protection of the restored dune, and to provide education on dune ecosystems. For more information visit https://www.swmpc.org/syndicatepark.asp.

Other Major Recreational Assets

Van Buren State Park

Van Buren State Park is comprised of 400 acres of land located along the Lake Michigan shoreline in northern Van Buren County. The focal points of the park are its high dune formations and one mile of sandy beach. Van Buren became a state park in May of 1965 when the original 167-acre plot was purchased from the Harry LaBar Drake family. Since then two other land purchases have been made to form the current park. The campground has 220 modern campsites, located approximately 400 yards from Lake Michigan.

Paw Paw River Water Trail

The 68 mile long Paw Paw River Water Trail begins in the Village of Paw Paw in Van Buren County. There are two impoundments (Briggs Pond and Maple Lake) in the village above the dam which can be paddled. The river portion of the water trail begins immediately below the Maple Lake Dam. The Paw Paw River then winds its way 66 miles through a large, wildlife rich floodplain forest corridor through Van Buren and Berrien Counties. Along the way, the river runs through or skirts the edge of the communities of Lawrence, Hartford, Watervliet, Coloma, and Riverside. Ultimately, the Paw Paw River joins the St. Joseph River in Benton Harbor, approximately one half mile from Lake Michigan. For more information visit www.pawpawriverwatertrail.org.

Bangor to South Haven Heritage Water Trail

This water trail is one of nine designated heritage water trails in Michigan, offering 15 interpretive signs along the Black River. There are two "family-friendly" sections on the water trail. The first is the upper three miles from Lions Park in Bangor downstream to County Road 687. The other is an eight-mile section from the Basic Family Access Site (County Road 384) to South Haven. The section between County Road 687 and the Basic Family Access (CR 384) is called the "wilderness section," and paddlers can expect obstacles, major ones. For more information visit http://www.bangorsouthhavenwatertrail.org

Lake Michigan Water Trail

The southwest portion of the Lake Michigan Water Trail is from the Michigan/Indiana state line to Holland, Michigan. You will paddle along spectacular sand dunes, wilderness areas and quaint beach towns providing many opportunities to eat, shop, play and rest. Beach towns include New Buffalo, Bridgman, St. Joseph, Benton Harbor, South Haven, Saugatuck/Douglas and Holland. Visit https://www.michiganwatertrails.org/trail.asp?ait=ctv&ctid=40 for more information.

Pure Michigan Trail Town – South Haven

In May of 2019, South Haven was one of the first four communities to be awarded the designation as a Pure Michigan Trail Town. The City of South Haven, the South Haven/Van Buren County Convention & Visitors Bureau, Van Buren County, the State Department of Natural Resources, the Southwest Michigan Land Conservancy and many other community groups, various trailfriends' groups and organizations have developed and promoted a vast network of trails in and surrounding the City of South Haven. In fact, South Haven serves as the confluence for fourteen formal trails, including the Kal-Haven Trail Sesquicentennial State Park, the Van Buren Trail State Park, the Bangor/South Haven Heritage Water Trail, the Maritime District Harborwalk Trail, U.S. Bicycle Route 35, Lake Michigan Water Trail Southwest, the Great Lakes Fisheries Heritage Trail, and several others. In addition to this Trail Town designation, the Kal-Haven Trail was awarded the designation of Pure Michigan Trail in February, 2020.

Many projects including trail development, signage and wayfinding, collateral material development and trail events have been executed over the past several years. Our community has committed to a long-term plan to continue to grow these trail assets, and to develop a cohesive marketing strategy to promote our trails. Our plan also involved coordination with our community school system to develop educational components for local area children on trail appreciation and stewardship.

Other Resources in Van Buren County

In Van Buren County, there are many state and local inland lake public accesses https://www.michigan.gov/dnr/0,4570,7-350-79119_79144_80285---,00.html

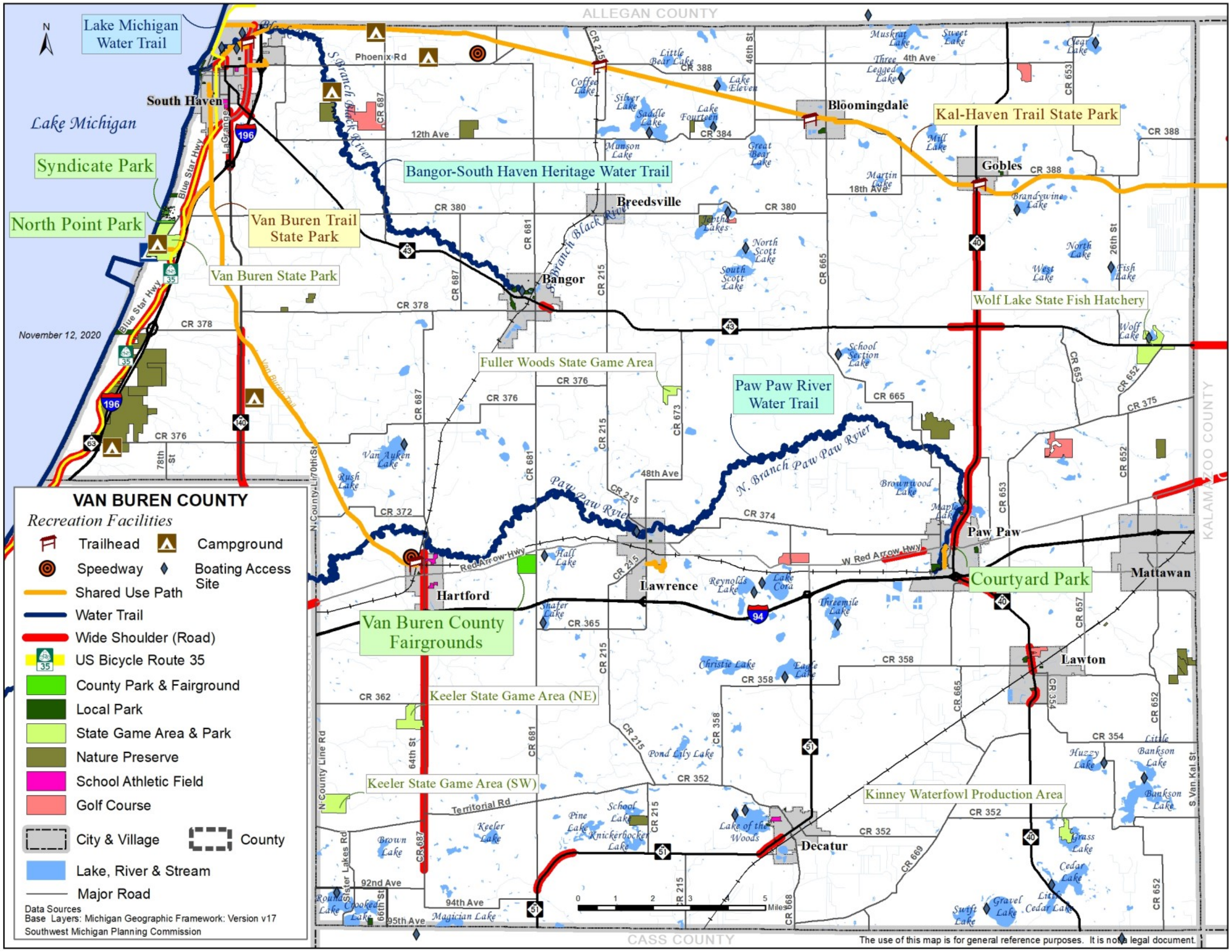
The only community pool available in the county is in South Haven located at the South Haven High School.

There are snowmobiling trails in Van Buren County (map found here https://www.michigan.gov/som/0,4669,7-192-29907_29953_30000-31074--,00.html).

The MDNR has a Hunting Access Program for private lands in Michigan (a list of properties by county can be found here https://www.michigan.gov/documents/dnr/DNR_HAP_lands_list_439893_7.pdf), but currently there are no properties in Van Buren County enrolled in the program.

There are also many local recreation resources provided by cities, villages, townships and school districts available in Van Buren County.

Figure 7 (Map) Recreational Resources, Van Buren County



Non-Motorized Inventory

Recently, the Southwest Michigan Planning Commission completed a non-motorized plan for southwest Michigan which includes Van Buren and six other counties in Michigan Department of Transportation's southwest region. For this plan, on-road facilities are defined as paved shoulders with a minimum width of four feet and bike lanes with a minimum width of five feet. There are just over 568 miles of roads with non-motorized facilities (paved shoulders and bicycle lanes) in southwest Michigan. Often on-road facilities are easier to construct than off-road facilities because the road agency usually has all or most of the required right-of-way and would not need to purchase property, which can be a major expense.

A significant on-road non-motorized facility in the region is Blue Star Highway and M-63 which follows Lake Michigan in Allegan, Berrien, and Van Buren counties. There is an on-road four foot paved shoulder along this route and it also connects to the Kal-Haven and Van Buren Trails in South Haven. As Blue Star Highway travels south into Berrien County, it becomes M-63 (a state highway) which also has paved shoulders into St. Joseph.

There is also a paved shoulder from Paw Paw to Gobles on M-40. This facility connects Paw Paw with the Kal-Haven Trail. If the Fruitbelt Trail should ever come to be, there would be a "circular" trail throughout the County. Also, it helps connect the Lawton/Mattawan Trail to Kal-Haven in the absence of the Fruitbelt Trail.

In addition, many of the roads in southwest Michigan, where traffic is low (less than 2,500 average daily traffic count) and where sight distances are not problematic, offer important connections, especially in rural areas. In the seven-county region of southwest Michigan, there are over 2,260 miles of paved roads with average daily traffic (ADT) counts of fewer than 2,500 vehicles per day (364 miles in Van Buren County). This figure does not include many roads for which traffic counts are not available, so the number of miles is quite higher than reflected, especially in rural areas. These roads provide experienced bicyclists with many miles of biking opportunities in a shared-use configuration.

Table 3. Miles of Trail and Road Facilities in Southwest Michigan

County	On Road Facilities (paved shoulders/ bike lanes) (miles)	State Roads Average Daily Traffic less than 2,500 miles)	Other Roads Average Daily Traffic Less than 2,500 (miles)	Off Road Improved Shared Use Paths (miles)
Berrien	90	10	446	17
Branch	29	13	269	5
Calhoun	107	14	277	40
Cass	54	9	324	2
Kalamazoo	201	0.3	180	75
St. Joseph	40	7	347	2
Van Buren	47	0	364	35
Total	568	53.3	2,207	176

There are 176 miles of off-road improved and 29 miles of unimproved non-motorized facilities in the region. Van Buren has 13 miles of unimproved trail (Van Buren Trail State Park) and 35 miles of improved (Kal-Haven Trail). Kalamazoo County is the leader in the region with 75 miles of off-road improved facilities.

Van Buren County has a portion of the **US Bicycle Route 35**. The U.S. Bicycle Route System is a national network of regionally and nationally significant bicycling routes spanning multiple states. The purpose of the US Bicycle Route numbering system is to facilitate travel between states on routes identified as suitable for long-distance cycling and for those comfortable riding with traffic. US Bicycle Routes can include a variety of conditions and traverse various facility types including shared use trails, paved shoulders, no paved shoulders, etc. **US Bicycle Route 35** is a 500-mile route that runs from Indiana through Michigan to Sault Ste. Marie, Canada, generally following the Lake Michigan shoreline and through the eastern Upper Peninsula. While some portions of US Bicycle Route 35 are signed, users should not rely solely on signs for navigating the route.

Great Lake to Lake Trail Route #1 - Formerly known as the Airline Trail, this trail system will be 270 miles and go through 34 towns, 42 townships and nine counties from South Haven to Port Huron. The trail utilizes 16 existing trail systems. In the Southwest Region it utilizes the Kal-Haven Trail State Park, Kalamazoo River Valley Trail, Battle Creek Linear Park, Calhoun County Trailway and the Albion River Trail. For more information visit https://greatlaketolaketrails.org/.

Kal-Haven Trail State Park

The Kal-Haven Trail, which opened in 1991, is a 33.5-mile linear multi-use greenway that links Kalamazoo, with over 70,000 residents, to South Haven, the largest city in Van Buren County with a population of 4,403 according to 2010 U.S. Census.

The trail is built on the abandoned Kalamazoo & South Haven Railroad route. The MDNR purchased the right-of-way to the route in 1987 and eventually converted the railroad bed to a trail with a limestone/slag surface. Non-motorized bicyclists and hikers regularly use the trail, as do snowmobilers (Snowmobiling is permitted on the trail when there is a 4" snow base.); there is also an adjacent equestrian trail. The Kal-Haven Trail is the first leg of the Great Lake to Lake Trails system in Michigan and is considered Route #1 connecting South Haven to Port Huron.

For several years, Van Buren County assisted the MDNR with trail maintenance. That is no longer the case. In the past, user fees had funded a substantial portion of maintenance and operations for the trail (along with the Van Buren Trail). As of the MDNR's 2011 fiscal year, however, there will be no fee for trail use. Van Buren Public Transit operates a shuttle service for trail users and their bicycles for a small fee. Parking is available in South Haven (94 spaces), Kalamazoo (89 spaces) and along the trail at 6th street (20 spaces), near the City of Gobles (15 spaces) and near the Village of Bloomingdale (20 spaces). More information on the Kal-Haven is available online here: https://www2.dnr.state.mi.us/ParksandTrails/Details.aspx?id=353&type=SPTR.

Van Buren Trail State Park

The Van Buren Trail is a 14-mile, linear, multi-use trail that links two cities in Van Buren county: South Haven (4,403 residents according to the 2010 U.S. Census) and Hartford (2,668 residents according the 2010 U.S. Census estimates). The trail's width varies from 10 to 18 feet and its surface is undeveloped ranging from rough ballast stones to long sections of sand, to a grassy two-track. Many mountain bikers and equestrian riders use the trail. It runs through open farmland, blueberry fields, dense brush and wooded areas, and crosses the Paw Paw River north of Hartford. The MDNR is currently conducting a feasibility study to improve the surface of the Van Buren Trail State Park. Parking is available in Hartford (an unpaved grass lot contains space for an estimated 30 cars.) and in South Haven (a wide, unpaved area off of the trail at Lovejoy Avenue contains space for approximately 15 cars.) More information on the Van Buren Trail can be found at https://www2.dnr.state.mi.us/ParksandTrails/Details.aspx?id=354&type=SPTR.

The following non-motorized network gaps were identified for Van Buren County in the 2021 MDOT Southwest Region plan. This is a list of local/regional efforts to expand non-motorized opportunities in the county. The list of on-road (shoulders/bike lanes) and off road network priorities were identified through public input and from local planning efforts. These are not listed in any order.

Blue Star Trail - In 2009, a group of stakeholders from Allegan and Van Buren counties came together to discuss the possibility of creating a non-motorized connection from South Haven to Saugatuck. The Friends group is seeking contributions for their project and is working with the Allegan County Road Commission in developing their vision of a non-motorized off-road shared use path along the roadway known as Blue Star Highway. Information can be found by visiting their website at http://www.fotbst.org/

M-40 Corridor - Three sections along M-40, in the Village of Lawton and Paw Paw, and heading north out of the Village of Lawton, need a facility.

Fruitbelt Trail - This route follows a railroad from Hartford to Paw Paw making an important east – west connection.

Antwerp Township Regional Trail – This route along I-94 between Paw Paw and Mattawan is an important east-west connection.

On-Road Network Priorities:

- 95th to CR 690 – Sister Lakes Trail Head
- CR 690 from 95th to M-152
- M-152 (92nd Ave.) from CR 690 to CR 687
- CR 687 from 92nd Ave to 90th Ave
- CR 681 – Kal-Haven Trail to Bangor
- M-43 – South Haven to Bangor
- M-40 – Lawton to Paw Paw
- M-51 – Decatur to I-94

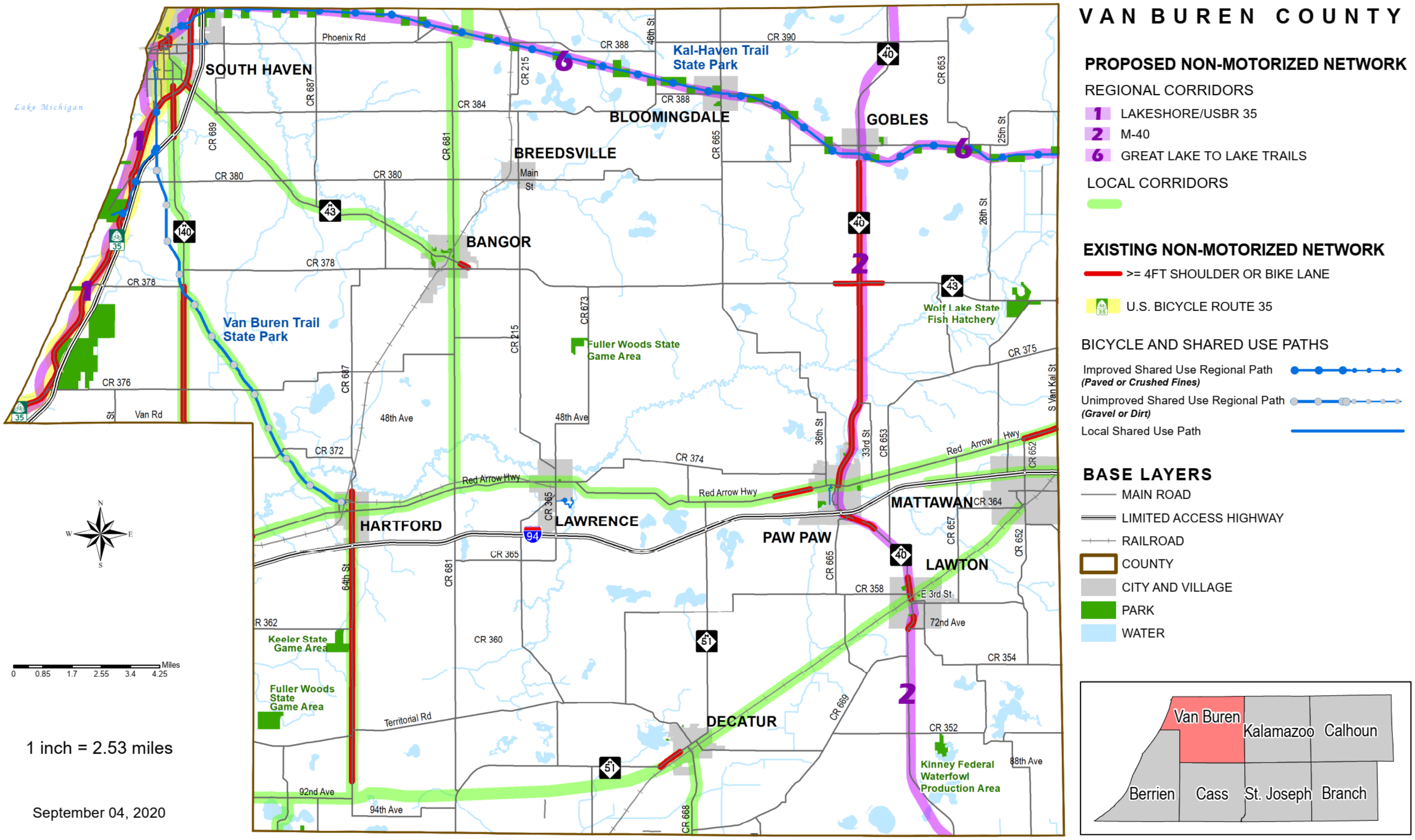
Off-Road Network Priorities:

- Fruitbelt Trail – Hartford to Paw Paw
- N. Van Kal Street
- Antwerp Regional Trail – Paw Paw to Mattawan
- Pave the Van Buren Trail – Van Buren State Park to Hartford
- Blue Star Trail

Other Priorities:

- Single track at Van Buren Street Park
- M-40 – Lawton to Gobles – the rumble strips make the paved shoulders too narrow

Figure 8 (Map) Existing and Planned Non-Motorized Facilities



Natural Resource Inventory

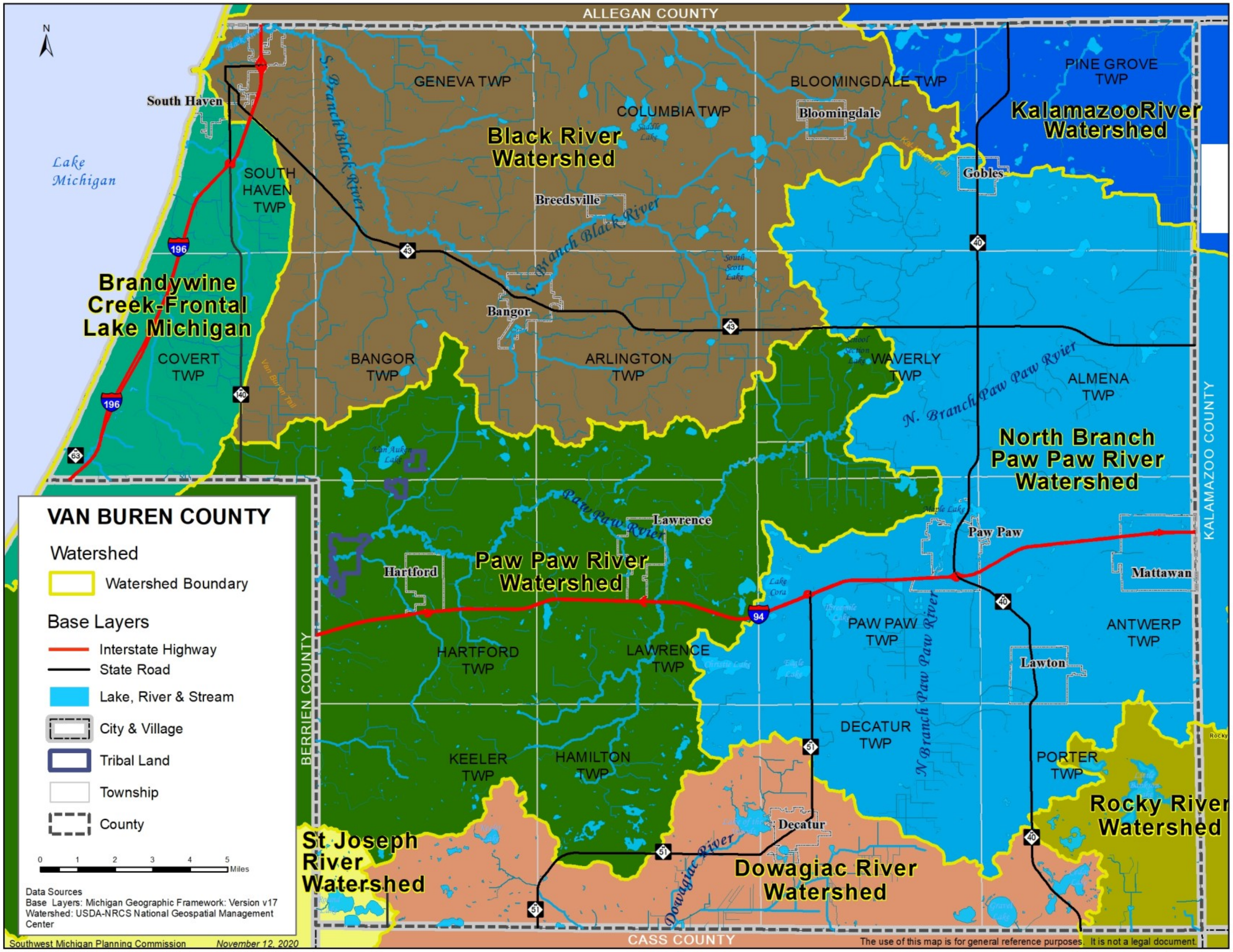
As a county within the Great Lakes basin, Van Buren County's natural environment was largely formed by glaciers thousands of years ago. Its soils, topography and especially its hydrology influence the ways in which residents and visitors recreate and use land throughout the county.

Soils. A variety of soils in the county (dry & wet, well-draining and poorly-draining) are well-suited for agricultural production. The last soil survey in Van Buren County was published in 1986; see https://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/survey/ for more information.

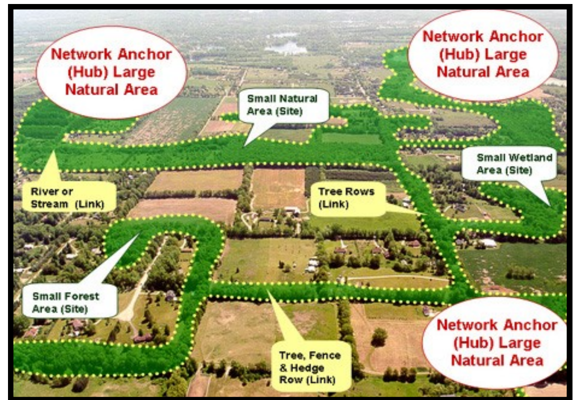
Topography. Van Buren County's highest elevation (1,060 feet above sea level) is in Antwerp Township. Much of the County's topography ranges from knobby ridges and basin-like depressions (from three glacial moraines -- Kalamazoo, Valparaiso and Lake Border), to gentle slopes and flat bottomland near river flood plains.

Hydrology. The entire county is within the Lake Michigan basin. The Van Buren County hydrologic system mostly falls within three major watersheds -- the Paw Paw River, which drains almost two-thirds of the county; the Dowagiac River, flowing southwesterly into Cass County; and the Black River, which drains the northwestern portion of the county. A very small area in the northeast corner of the county drains to the Kalamazoo River Watershed. Both the Paw Paw and Dowagiac Rivers are tributaries of the larger St. Joseph River Watershed which empties into Lake Michigan in St. Joseph, MI. Groundwater, surface water features (lakes, rivers, streams and ponds) and wetlands comprise these watersheds. The county's largest water feature is the 20 miles of Lake Michigan shoreline, which borders its western edge.

Figure 9 (Map) Watersheds, Van Buren County



Van Buren County is blessed with many natural features including sand dunes, beaches, forests, wetlands, and endangered species habitat. The county also enjoys the benefits of an extremely diverse local agricultural economy. Figure 10 is a map of potential conservation areas in Van Buren County. This map was developed by the Michigan Natural Features Inventory and shows areas in the County which are dominated by natural vegetation that have various levels of potential for harboring high quality natural areas and unique natural features. More information on the model used to develop this map can be found at www.swmpc.org/swmi.asp.



Green infrastructure is an interconnected network of public, private, and working lands with assets such as large natural areas called hubs (vineyards, orchards, farmlands, wetlands, forests, parks, beaches) connected by rivers corridors, tree lines and trails.

The following maps show critical dunes in Van Buren County as designated by the State of Michigan and wetlands. Sand dunes and wetlands are extremely important for animal and plant diversity. These resources are also important for protecting the shoreline and water quality.

Figure 10 (Map) Potential Conservation Areas in Van Buren County (2007)

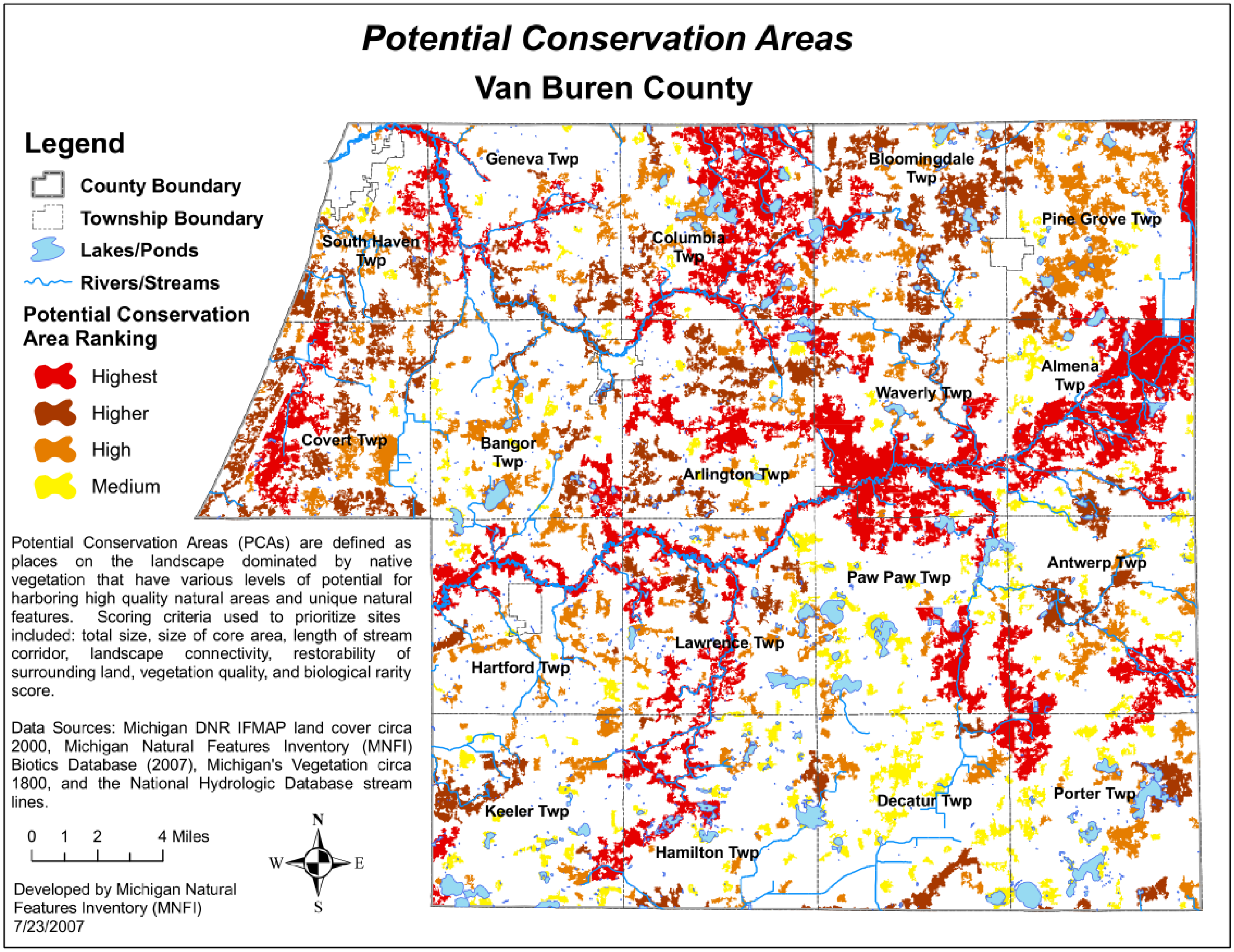


Figure 11 (Map) Critical Dunes, Van Buren County

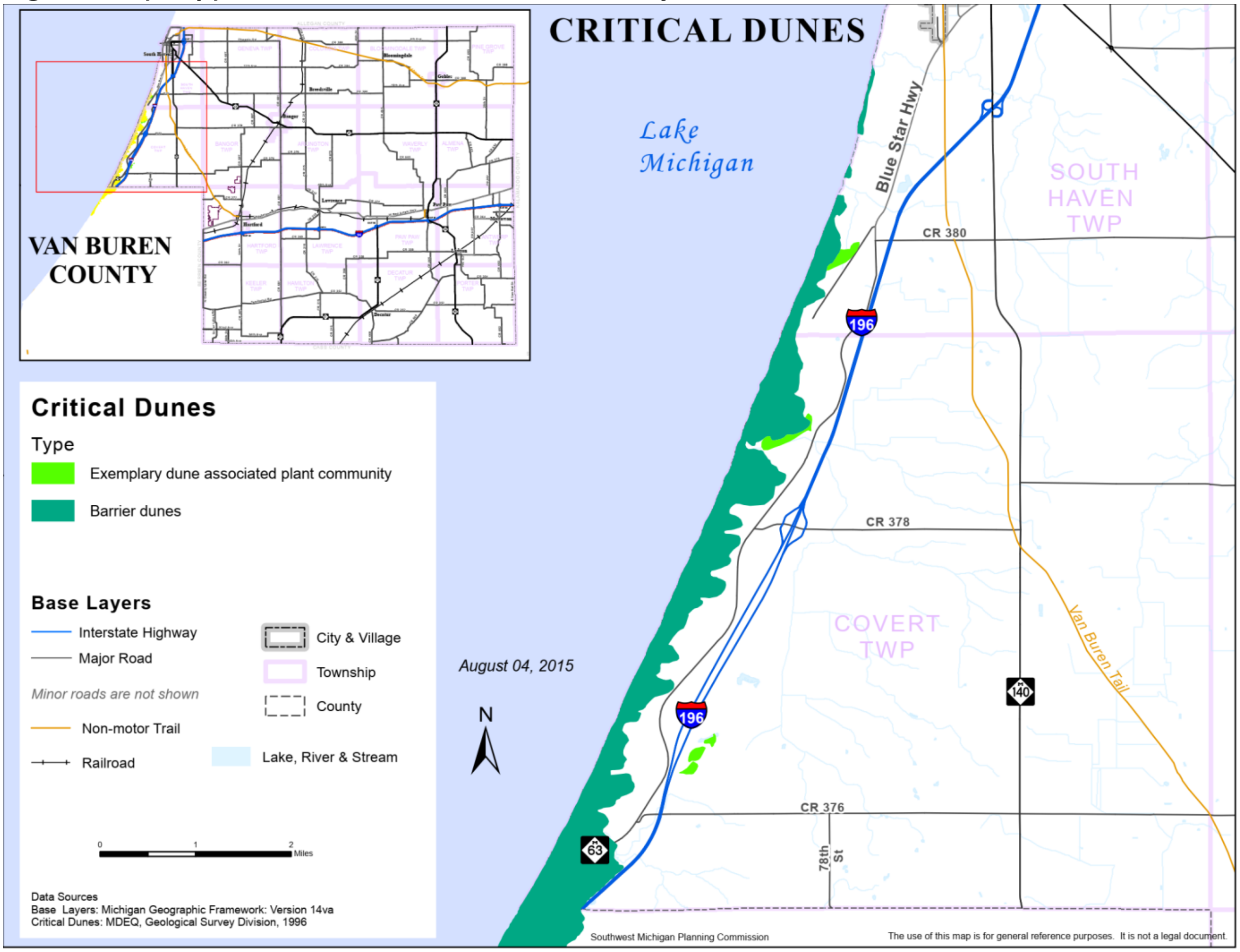
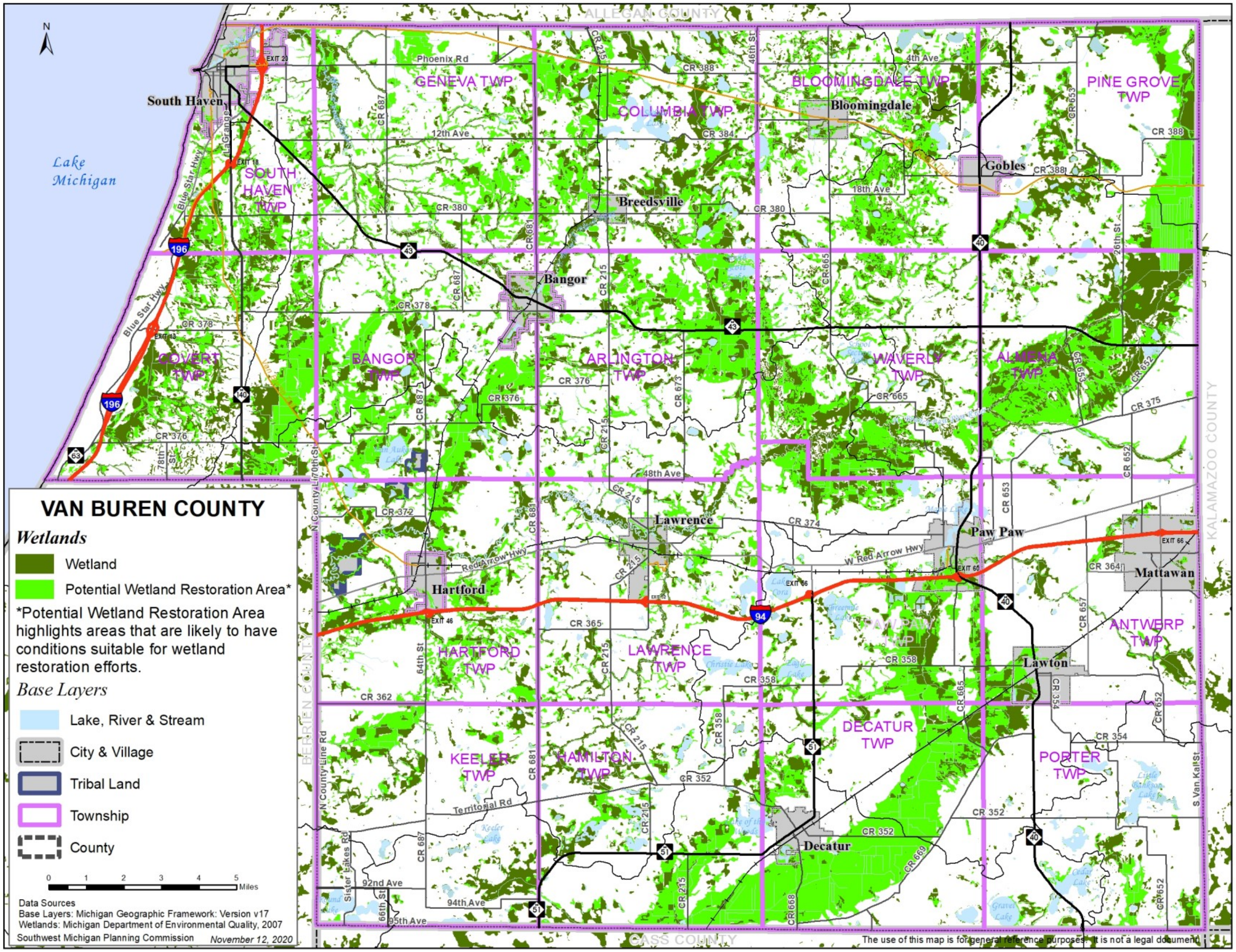


Figure 12 (Map) Wetlands, Van Buren County



MDNR Grant Inventory

None of the county facilities in this recreation inventory have been funded via the Michigan Natural Resources Trust Fund as of the end of 2020. Since the Trust Fund's establishment in 1976, Van Buren County has received a total of $15,775,700 to fund acquisitions and developments projects. Table 4 provides an overview of these projects.

Table 4. Michigan Natural Resources Trust Fund Grants Awarded in Van Buren County | 1976-2020

City of South Haven	South Shore Recreation Area	600,000	Acquisition
DNR - Parks and Recreation Division	Covert ORV Use Area	300,000	Acquisition
City of Bangor	Bangor Park	61,500	Acquisition
DNR - Wildlife Division	Lane Lake Acquisition	340,000	Acquisition
DNR - Parks and Recreation Division	Amicus Corp.-Van Buren SP	2,200,000	Acquisition
DNR - Wildlife Division	Mentha State Game Area	2,500,000	Acquisition
Village of Paw Paw	Community Park Development	169,900	Development
City of South Haven	Dyckman and Packard Beach	84,000	Development
City of Bangor	Black River Heritage Trail and Boardwalk Project	252,800	Development
South Haven Township	Deerlick Creek Park Acquisition	1,000,000	Acquisition
City of Bangor	Veterans Park and Kiwanis Park Additions	37,800	Acquisition
City of South Haven	South Beach Improvements	250,000	Development
City of Hartford	Ely Park Improvement	29,600	Development
City of South Haven	Elkenburg Park Improvements	254,800	Development
City of South Haven	South Beach Park Extension Acquisition	665,000	Acquisition
City of South Haven	Van Buren Trail Connection Development	217,400	Development
DNR - Wildlife Division	Porter Township SGA Land Initiative	1,800,000	Acquisition
DNR - Fisheries Division	Wolf Lake Fish Hatchery Development	295,000	Development
DNR - Parks and Recreation Division	Paw Paw to Hartford Multi-use Trail Partnership	750,000	Acquisition
South Haven Area Recreation Authorit	Pilgrim Haven Development Project	50,000	Development
City of South Haven	North Beach Park Improvements	300,000	Development
City of South Haven	Black River Park Skid Pier Replacement	37,500	Development
South Haven Area Recreation Authorit	14th Avenue Parcel Acquisition	300,000	Acquisition
South Haven Area Recreation Authori	Pilgrim Haven Development Project Phase II	100,000	Development
DNR - Michigan Historical Center	Kal-Haven Trail Interpretation Project	46,300	Development
City of South Haven	Black River Park Skid Pier Replacement	37,500	Development
City of South Haven	South Haven Splash Pad	300,000	Development
DNR - Wildlife Division	Cornish SGA Acquisition	534,600	Acquisition
South Haven Area Recreation Authorit	Pilgrim Haven Natural Area - Royle Addition	2,262,000	Acquisition

Section 5. The Planning Process

The planning process for the Van Buren County Parks & Recreation Plan began in the summer of 2020. It consisted of establishing a scope of work for the plan, an analysis (data-gathering) and assessment (public input and opportunity exploration) phase.

A profile of the County's assets (its natural and physical features and the characteristics of its residents), the County's administrative structure and other elements that are unique to Van Buren County was compiled. Preceding sections illustrate these findings.

The assessment phase began in late summer 2020. The current recreational assets in Van Buren County were researched and summarized. Input was gathered from the County Planning Department, the County Administration, the Van Buren County Convention and Visitor's Bureau and the Van Buren County Road Commission.

Public Input

Van Buren County residents and other interested parties informed this plan through an online survey offered from October 13, 2020 to November 13, 2020. Below is a summary of survey results and detailed survey results can be viewed in the Appendix.

- 317 responses to the survey.
- 78% respondents were full time residents; 4% second home owner and 7% lived outside the county (most lived in neighboring counties or worked in Van Buren County).
- Responses were received from all 29 municipalities.
- Most respondents were 41-60 years of age (40%); 36% were over 61 years of age and 24% were 19-40.
- 89% of respondents think recreational opportunities attract residents and tourists for a positive economic impact and 96% think it enhances quality of life in Van Buren County.
- The recreational opportunities that are much more needed are nature preserves/conservation areas, hiking, youth activities, inland lake beaches, canoe/kayak launches, senior activities, paved multi-use trails and concerts.
- The recreational activities that are not currently offered in Van Buren County and respondents would like to see are trails (21%); water trail/access sites (7%); atv trails (7%), dog park (4%).
- If the Phoenix Road Black River Heritage Water Trail site is improved, respondents would like to see the following amenities: bathrooms (34%), safe parking, accessible launch, picnic/grill area, and signage. Other ideas included bike rack, trash and recycling bins, boat wash station, drinking water and storage lockers.
- For County Park in Paw Paw, desired improvements include more benches/covered seating, more picnic areas, lighting in warmer months and a playground.
- For the County Fairgrounds, more events/concerts was the most desired improvement. Other improvements include bathrooms, septic system, parking, showers and more paved pathways.
- For North Point, even though now managed by the MDNR, the desired improvements include trail signage (including interpretive), bathrooms and improved parking.
- For Syndicate Park Dunes, desired improvements include parking and signage.
- For accommodating respondents with disabilities, the following was identified: more wheelchair access especially for the beaches. Other ideas included accessible swings, dedicated parking and trees for shade.

- For last comments about recreation in Van Buren County, 12% of respondents want to see more trails and paved shoulders.

In person workshops/sessions were not possible because of the COVID-19 pandemic. However, in June 2019 SWMPC held a county-wide workshop for the MDOT-funded seven-county non-motorized map and plan for southwest Michigan in Lawrence, Michigan to gather input on non-motorized facilities in the county and region.

The input from these efforts were utilized to update the goals and action plan.

Plan Adoption Process

After recommendation of approval from the County Planning Commission on December 16, 2020, the Van Buren County Board of Commissioners set a 30 day public comment period from December 14 through January 26, 2021 and held a public hearing on January 26, 2021. During the comment period, the draft plan was available on the Van Buren County (www.vbco.org) website and available at the County Administration Building. This plan was adopted on January 26, 2021 by the County Board of Commissioners. Adoption related documentation can be found in the Appendix.

Next Steps

Parks and recreation planning in Van Buren County is a developing process. This plan performs two functions:

- Provides guidance for capital improvements affecting parks & recreation throughout Van Buren County; and
- Provides a toolkit for a new board focused on parks and recreation maintenance, operations and planning to develop baseline knowledge about:
    - the County's current recreation resources and inventory;
    - municipalities' recreation resources, inventory, planning and priorities; and
    - County residents' priorities for parks and recreational facilities in Van Buren County.

Section 6. Action Plan

The following pages present a twofold strategic plan for developing Van Buren County's recreation and open space resources. This twofold approach grew out of the planning process, during which it became clear that while the County sought to improve its recreation offerings through capital improvements, it also needed to develop an internal strategy to help shape a unified County-level approach to parks and recreation.

Goals & Objectives

This sub-section lays out prioritized objectives that fall under the following six goals. Objectives under each of the goals are prioritized based on input from both the public and county staff and elected officials. The following six goals fall loosely in order from highest to lowest priority.

1. Preserve and enhance the recreational facilities Van Buren County currently owns, leases and maintains.

2. Leverage resources and relationships between partners to develop and acquire new land for parks, recreation and open spaces where applicable.

3. Encourage universal access to both County- and municipality-owned and maintained park and recreation facilities in Van Buren County.

4. Explore the creation of a park and recreation department to manage the County's recreation facilities and future programming and manage/implement this recreation plan.

5. Maintain and promote a comprehensive inventory of the countywide park and recreation system — including parks, preserves and recreation facilities owned and operated by Van Buren County, its 29 municipalities, the State of Michigan and private entities.

6. Provide structured support for individual municipalities' recreation planning efforts, encouraging collaboration both within Van Buren County and beyond its borders.

This sub-section provides a capital improvement plan for the two facilities that currently fall under Van Buren County's management. This plan prioritizes suggested improvements for the County's recreation properties based on public input. Future amendments to this plan may choose to further prioritize and add to these suggested capital improvements. Individual improvements fall under the following prioritizations:

- Three Stars (***) → higher priority
- Two stars (**) → mid-level priority
- One star (*) → less-immediate priority
- Hash sign (#) → started or completed

Goal 1 | Preserve and enhance the recreational facilities Van Buren County currently owns, leases and maintains.

Objective	Priority
Adequately maintain and operate the County's recreational facilities	***
Maintain properties' low impact on the environment and surrounding land uses	***
Encourage connectivity between facilities and natural areas with non-motorized connections	***
Improve access (for all residents, pedestrians, bicycles and automobiles where applicable) to all facilities	**
Consistently engage local residents regarding the impact of recreational facilities on surrounding land uses and quality of life	**
Encourage year-round use of the County's recreation facilities	**

Under this goal, the two top priorities speak to some of the most basic functions of a county parks and recreation system:
(1) Adequately maintain and operate the County's recreational facilities. This is perhaps the most basic goal of the County in terms of park and recreation planning. Through adequately maintaining and operating its current recreational facilities, the County can establish its role as a recreation resource provider.

(2) Maintain properties' low impact on the environment and surrounding land uses. Public sentiment in Van Buren County leans heavily toward identifying and preserving the County's natural features. This importance placed on existing natural infrastructure and its benefit to residents' quality of life should factor into the way the County preserves and enhances its current recreational facilities. This might include engaging in low-impact maintenance and operations practices or consulting surrounding land owners when considering significant changes on County property.

Goal 2 | Leverage resources and relationships between partners to develop and acquire new land for parks, recreation and open spaces where applicable.

Objective	Priority
Inventory all County-owned property and designate appropriate properties as "priority" recreation properties based on recreational needs and desires of the community and the natural resource inventory	***
Annually inventory all tax-foreclosed properties adjacent to current County-owned/operated and locally owned/operated parkland, preservation land and recreational facilities; explore the feasibility of acquiring land for recreation purposes	***
Partner with non-profits, municipalities and others to secure land for recreation and to improve recreational opportunities.	***
Explore funding structures at the County level for land acquisition, development and maintenance of recreational areas	*

A number of private and/or non-profit organizations along with the County's Land Preservation Board currently work to preserve open space and farmland in Van Buren County. These include the Van Buren County Conservation District, the Southwest Michigan Land Conservancy, the Michigan Nature Association and The Nature Conservancy. Many private landowners preserve open space in Van Buren County through conservation easements, purchase of development rights (PDR) programs and Michigan's Farmland and Open Space Preservation Act (P.A. 116).

Further, municipalities can direct new development to existing village and city centers and preserve the surrounding natural features and farmlands in the county. The maps in the natural resources inventory section can be used as a guide to understand where the most important remaining natural lands are located.

Goal 3 | Encourage universal design for both County- and municipality-owned and maintained parks and recreation facilities in Van Buren County.

Objective	Priority
Encourage cities, villages and townships to incorporate universal design standards in their recreation plans and provide universal access to recreational amenities	***
Provide for universal access at county owned recreation amenities	**
Explore options for adopting and enforcing countywide signage guidelines for (a) wayfinding and (b) marketing points of interest near recreation amenities	*

Ensuring that all Van Buren County residents are able to access park and recreation resources is part of a healthy parks and recreation system. Many local and state parks and recreation departments are moving toward developing and updating facilities with universal access. Additionally, "Universal Access" is one of the Michigan State Comprehensive Outdoor Recreation Plan's (SCORP's) priorities.

Per a 2006 Michigan Department of Natural Resources (MDNR) article, the term Universal Access refers to "'more than just making a facility wheelchair-friendly . . . [it] goes beyond just mobility issues and associated features to incorporate technology, materials and design considerations that provide for all people in any case of a mobility, sight, hearing or mental disability.'" Some useful resources for considering accessibility in parks and recreation planning:

- The National Park Service Harpers Ferry Center, https://www.nps.gov/subjects/hfc/
- Massachusetts Department of Conservation and Recreation's Universal Access Program, https://www.mass.gov/orgs/universal-access-program
- The National Center on Accessibility, www.ncaonline.org
- The Principles of Universal Design from the Center for Universal Design, see Appendices, www.ncsu.edu/www/ncsu/design/sod5/cud/about_ud/udprinciplestext.htm

Universal design refers to broad-spectrum ideas meant to produce buildings, products and environments that are inherently accessible to both people without disabilities and people with disabilities.

The term "Universal design" describes the concept of designing all products and the built environment to be aesthetic and usable to the greatest extent possible by everyone, regardless of their age, ability, or status in life.

Further, public input in the recreation planning process in Van Buren County indicates county residents' strong desire to integrate land-use planning and open-space preservation with the County's recreation planning to ensure the protection of high quality natural features.

Goal 4 | Explore the creation of a parks and recreation department to manage the County's parks and recreation facilities and future programming and manage/implement this recreation plan.

Objective	Priority
Assemble an advisory board comprised of community members, staff, etc. to work with a Parks and Recreation Commission (currently the Board of Park Trustees, which has limited jurisdiction) in its implementation of the plan	***
Convene planning commission/road commission staff to discuss the best approach to effectively build park & recreation commission capacity and implement this plan.	*
Begin holding regular meetings of a Parks and Recreation Commission (currently the Board of Park Trustees, which has limited jurisdiction) using the parks & recreation plan to guide meeting agendas	*

Goal 4 of this plan supports the potential formation of a parks and recreation department to consolidate County-level parks and recreation efforts, including the implementation of this plan. Under this goal, the highest priority objective suggests that the County assemble an advisory board comprised of community members, staff and others to work with the park & recreation commission in its implementation of the plan. This advisory board could assist with the implementation of this plan and any amendments over the next five years.

Goal 5 | Maintain and promote a comprehensive inventory of the countywide parks and recreation system — including parks, preserves and recreation facilities owned and operated by Van Buren County, its 29 municipalities, the State of Michigan and private entities.

Objective	Priority
Present an annual report detailing changes with recreation amenities in Van Buren County to Board of Commissioners	**
Comprehensively promote all recreation facilities throughout the County	**
Create a database of the current recreation facilities/resources inventory and perform a survey of changes, plans and updates at the local level. Include spatial data with these updates for GIS analysis	*

The process should be a proactive one where the county often reminds municipalities and others to send updates. Email reminders once or twice a year would be appropriate. A base inventory of local recreational assets was included in the 2011 plan, but not in this update. This base inventory can serve as starting point for a county-wide inventory along with the information on county and other significant recreational resources detailed in this plan.

Goal 6 | Provide structured support for individual municipalities' recreation planning efforts, encouraging collaboration both within Van Buren County and beyond its borders.

Objective	Priority
Provide municipalities with baseline asset information to inform their recreation planning processes	***
Encourage local municipalities to engage the County planning commission at both the beginning and end of the recreation planning process	***
Establish a process to reach out to elected officials on a regular basis	**
Encourage individual actors to collaborate on non-motorized recreation and transportation planning processes	*

The objectives under this goal speak to the need for outreach at the County level. The two high-priority objectives under this goal are:

<u>(1) Provide municipalities with baseline asset information to inform their recreation planning processes</u>. The Planning Commission can suggest that cities, villages and townships review (a) the county-wide park inventory from the County's 2011 Recreation Plan, (b) a county-wide inventory of "plentiful prime natural areas" (see natural resource inventory for maps of Van Buren County's key potential conservation areas) (c) a measure of how recreation resource standards measure against current provisions (i.e. "acres per capita" measures) and other information as part of the information-gathering stage of their own recreation planning processes.

(2) Encourage local municipalities to engage the County planning commission at both the beginning and end of the recreation planning process. Van Buren County's 29 municipalities are currently required to submit draft (or completed) recreation plans to the County Planning Commission. In keeping with this objective, the body in charge of parks and recreation might consider adding an additional step to this process, such as requesting notification at beginning of the plan development process (this notification is currently required by state law for the master planning process). Further, the County Planning Commission when sending correspondence regarding Master Plan updates could also include a reminder to let the County know if any recreation plans are being updated soon or currently.

Recreation Capital Improvements

The following capital improvements serve as guidelines for the facilities that are currently operated and managed by Van Buren County as parks & recreation properties.

County (Courtyard) Park

Project	Estimated Cost	Priority
Add more benches and covered seating	$5,000	**
Add picnic areas with phone charging stations	$10,000	**
Provide lighting in the warmer months	$15,000	*
Add a playground with accessible swings.	$30,000	*

Syndicate Park Dunes

Project	Estimated Cost	Priority
Provide parking for hiking and beach access opportunities	$3,500 (using existing county property)	**
Install more signage about the unique natural resources.	$3,000	**

Even though the County Fairgrounds and North Point are managed by other entities, the survey respondents desired the following improvements to these facilities.

County Fairgrounds: More events/concerts, improved bathrooms, septic system, parking and shower facilities.

North Point: trail markers, historical signage, bathrooms and parking.

General Capital Improvements (Not Necessarily Tied to a Specific Property)

There is an increased awareness that coordination and cooperation is needed to provide exceptional recreational opportunities in Van Buren County. Also, many recreational resources such as land and water trails traverse through several local municipalities requiring a coordinated effort to provide and develop these resources. With this county-wide recreation plan, the County will be in a position to partner with local municipalities and other entities to purchase property and develop additional recreational opportunities for county residents and visitors.

There is a strong desire for more non-motorized opportunities. Currently, groups are working on these major connections:

Blue Star Trail connecting South Haven (Van Buren and Kal Haven Trails) to Saugatuck and beyond.

Antwerp Township Trail connecting Mattawan to Paw Paw.

Fruitbelt Trail connecting Hartford to Paw Paw.

There are also several roads that could be improved with 4 foot shoulders or bike lanes to make important connections for walking and biking throughout the county. See a list of priority roads in the non-motorized inventory section.

A current project is to improve the Phoenix Road Black River Heritage Water Trail access site. The access site could include the following amenities: parking with dedicated accessible parking spaces, bathrooms, an accessible launch, picnic/grill area, and signage. Other amenities could include a bike rack, trash and recycling bins, a boat wash station, drinking water and storage lockers for kayaks/canoes.

There are also current efforts along the Paw Paw River Water Trail to improve signage by placing signs at every road crossing. Other efforts include improving and adding more access sites along the River.

There is also a strong desire for more nature preserves/conservation areas in the county, especially with hiking trails. A potential future opportunity for expanding recreation lands in the county would be to acquire the soon to be retired Pallisades Nuclear Plant property located in Covert Township along Lake Michigan.

Another opportunity for development of passive recreation and canoe/kayak access is the MDNR owned Riverwood Property along the Black River in South Haven.

There is also growing interest in creating a dune trail that would connect SWMLC properties, Pilgrim Haven and Porter Legacy Dunes, south through Syndicate Park (on County owned parcels or easements) and to Northpoint/Van Buren State Park then eventually to the Palisades property if it becomes public.

There is also a desire for more youth and senior activities in the county. Programs through senior services, schools and other organizations should be expanded and promoted. There is currently only one community pool in the county in South Haven so another community pool would be beneficial.

The following table lists several potential projects by priority. Estimated costs do not include the cost of property acquisition and will also depend on all of the amenities provided.

Project	Estimated Cost	Priority
Acquire and improve water trail access and facilities along the Paw Paw River Water Trail and Bangor to South Haven Heritage Water Trail.	TBD	***
Create more Lake Michigan access points and provide more wheelchair accessible accesses to beach/lake.	TBD	***
Expand non-motorized network of shared use paths and paved shoulders (see non-motorized section for priority routes such as the Fruitbelt Trail, Blue Star Trail and the Antwerp Township Trail connecting Mattawan to Paw Paw).	Paved shoulders - $40,000/mile. Shared use Path - $1 million/ mile.	***
Allocate more County-owned land or purchase new land for recreation use/conservation areas.	TBD	***
Develop a single track/mountain biking trail.	TBD	***
Create more inland lake boating access points and beaches.	TBD	**
Implement public art projects on recreation properties throughout Van Buren County.	TBD	**
Develop a dog park.	$20,000	*
Develop pickle ball courts	$40,000	*
Develop recreation resources for equestrian users.	TBD	*
Develop an ice rink.	$30,000	*
Develop a disc golf course.	$25,000	*
Develop a facility for off-road vehicles.	TBD	*

Appendices

Table 5. Michigan Department of Natural Resources Park Classification

Classification	General Description	Location Criteria	Size Criteria
Mini-Park	Used to address limited, isolated or unique recreational needs.	Less than ¼ mile distance in residential setting.	Between 2,500 sq. ft. and one acre in size.
Neighborhood Park	Neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. Focus is on informal active and passive recreation.	¼- to ½-mile distance and uninterrupted by non-residential roads and other physical barriers.	5 acres is considered minimum size. 5 to 10 acres is optimal.
School Park	Depending on circumstances, combining parks with school sites can fulfill the space requirements for other classes of parks, such as neighborhood, community, sports complex and special use.	Determined by location of school district property.	Variable-depends on function.
Community Park	Serves broader purpose than neighborhood park. Focus is on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves two or more neighborhoods and ½ to 3 mile distance.	As needed to accommodate desired uses. Usually between 30 and 50 acres.
Large Urban Park	Large urban parks serve a broader purpose than community parks and are used when community and neighborhood parks are not adequate to serve the needs of the community. Focus is on meeting community-based recreational needs, as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves the entire community.	As needed to accommodate desired uses. Usually a minimum of 50 acres, with 75 or more acres being optimal.
Natural Resource Area	Lands set aside for preservation of significant natural resources, remnant landscapes, open space and visual aesthetics/buffering.	Resource availability and opportunity.	Variable.
Greenway	Effectively tie park system components together to form a continuous park environment.	Resource availability and opportunity.	Variable.

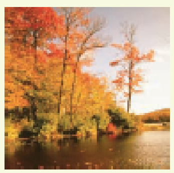
Classification	General Description	Location Criteria	Size Criteria
Sports Complex	Consolidates heavily programmed athletic fields and associated facilities to larger and fewer sites strategically located throughout the community.	Strategically located community-wide facilities.	Determined by projected demand. Usually a minimum of 25 acres, with 40 to 80 acres being optimal.
Special Use	Covers a broad range of parks and recreation facilities oriented toward single- purpose use.	Variable-dependent on specific use.	Variable.
Private Park / Recreational Facility	Parks and recreation facilities that are privately owned yet contribute to the public park and recreation system.	Variable-dependent on specific use.	Variable.
Park Trail	Multipurpose trails located within greenways, parks and natural resource areas. Focus is on recreational value and harmony with natural environment.	• Type I: Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists / in-line skaters. • Type II: Multipurpose hard-surfaced trails for pedestrians and bicyclists/in-line skaters. • Type III: Unimproved multipurpose trails for pedestrians, mountain bikes and horses.	
Connector Trail	Multipurpose trails that emphasize safe travel for pedestrians to and from parks and around the community. Focus is as much on transportation as it is on recreation.	Type I: Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists / in-line skaters located in independent r.o.w. (e.g., old railroad r.o.w.). • Type II: Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists/in-line skaters. Typically located within road r.o.w.	
On-Street Bikeway	Paved segments of roadways that serve as a means to safely separate bicyclists from vehicular traffic.	Bike Route: Designated portions of the roadway for the preferential or exclusive use of bicyclists. Bike Lane: Shared portions of the roadway that provide separation between motor vehicles and bicyclists, such as paved shoulders.	
All-Terrain Bike Trail	Off-road trail for all-terrain (mountain) bikes.	Single-purpose loop trails usually located in larger parks and natural resource areas.	
Cross-County Ski Trail	Trails developed for traditional and skate-style cross-country skiing.	Loop trails usually located in larger parks and natural resource areas.	
Equestrian Trail	Trails developed for horseback riding.	Loop trails usually located in larger parks and natural resource areas. Sometimes developed as multipurpose with hiking and all-terrain biking where conflicts can be controlled.	

Figure 13 (Chart) Massachusetts Department of Conservation and Recreation, Universal Access Brochure
www.mass.gov/dcr/universal_access/docs/accessbroch.pdf

Selected Parks – Places to Go on Your Own

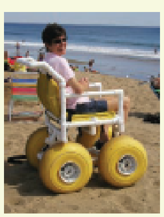
CHART CODES

- ● **Accessible:** Meets all codes and guidelines for accessibility.
- ◐ **Fair Accessibility:** Meets many of the ADA standards with few barriers. Some visitors with disabilities may require assistance.
- ⊘ **Minimal Accessibility:** Does not meet ADA standards and has significant barriers. Many/most visitors with disabilities will need assistance.
- NA Not available or not applicable.



This chart highlights a selection of most recommended parks for accessible visitation. Each offers accessible attractions though not all park features may be accessible. If you have any questions or hesitation prior to visiting, call the park in advance to verify conditions.

Beach wheelchairs are now available at more DCR facilities than shown in the chart at right. Please visit **www.mass.gov/universal_access** for more locations. Call in advance to reserve beach wheelchairs (to ensure one will be available for your visit.)



Many of the Boston area parks can be reached by public transportation. For information on public transportation to the sites listed, check with the Massachusetts Bay Transportation Authority website at **www.mbta.gov**

	Restrooms	Visitors Center /Contact Station	Interpretive Program	Trail Opportunity	Picnicking	Swimming	BeachChair #
WESTERN							
Ashuwillticook Rail Trail, Adams to Lanesborough, 413-442-8928	●	●	NA	●	●	NA	NA
D.A.R. State Forest, Rte. 112, Goshen, 413-268-7098	●	●	●	●	◐	⊘	1
Mt. Greylock State Reservation, 30 Rockwell Rd., Lanesborough, 413-499-4262	●	●	●	●	◐	NA	NA
Pittsfield State Forest, 1041 Cascade Street, Pittsfield, 413-442-8992	◐	NA	●	●	●	NA	NA
Savoy Mountain State Forest, 260 Central Shaft Road, Florida, 413-663-8469	◐	NA	◐	●	●	◐	NA
CENTRAL							
Blackstone River State Park, 287 Oak Street, Uxbridge, 508-278-7604	●	●	●	◐	◐	NA	NA
Dunn State Park, 289 Pearl St., Rte. 101, Gardner, 978-632-7897	●	●	●	●	●	◐	1
Erving State Forest, 200 East Main Street, Erving, 978-544-3939	●	NA	●	⊘	●	●	1
Lake Wyola State Park, 94 Lakeview Road, Shutesbury, 413-367-0317	●	◐	NA	NA	●	●	1
Mt. Tom State Reservation, 125 Reservation Road, Holyoke, 413-534-1186	●	●	●	●	●	NA	NA
Norwottuck Rail Trail, Amherst – Northampton, 413-586-8706	●	NA	●	●	NA	NA	NA
Robinson State Park, North Street, Agawam, 413-786-2877	●	NA	NA	●	◐	◐	NA
NORTHEAST							
Great Brook Farm State Park, 84 Lowell Road, Carlisle, 978-369-6312	●	●	●	◐	●	NA	NA
Halibut Point State Park, Gott Avenue, Rockport, 978-546-2997	●	●	●	◐	◐	NA	1
Harold Parker State Forest, 1951 Turnpike Road, N. Andover, 978-686-3391	◐	NA	●	●	◐	◐	2
Hopkinton State Park, 71 Cedar St., Hopkinton, 508-435-4303	◐	NA	NA	◐	◐	◐	2
Nahant Beach & Lynn Shore Reservation, Lynn, Nahant, 781-485-2303	●	NA	●	●	◐	◐	2
Salisbury Beach State Reservation, Reservation Road, Salisbury, 978-462-4481	●	◐	◐	NA	●	◐	12

Appendix Text A – Michigan Public Act 90 of 1913, Section 123.66

Source: legislature.mi.gov/%28S%28fqaiui451cebqt45grd3q1v1%29%29/mileg.aspx?page=getobject&objectname=mcl-123-66&query=on&highlight=county%20AND%20park%20AND%20trustees

123.66 County park trustees; board of county road commissioners; rules and regulations, resolution, publication; report to board of supervisors.
Sec. 6.

Whenever the board of supervisors of any county shall have adopted a resolution to purchase, condemn or to accept certain lands for park purposes and make an appropriation therefore under the provisions of sections 1 and 2 of this act, there shall be created a board of 3 members to be known and designated as "county park trustees." In counties operating under the county road system, the board of county road commissioners is hereby designated and shall then act as the county park trustees. In all other counties the board of supervisors, at the time of making the appropriation above provided for, shall name and appoint from their number 3 members to be known and designated as county park trustees. Said board of trustees shall have the management, control and expenditure of such funds when collected and shall hold in trust for the county the title to any real estate so purchased, acquired by condemnation or accepted by way of gift or devise for park purposes and shall supervise the improvement of any such property so purchased, acquired or accepted as authorized by the board of supervisors. Said board of park trustees shall have the power to impound water on any property so purchased, acquired by condemnation or accepted for park purposes and to form a lake thereon whenever they deem it necessary in the course of improving such property for park purposes. Such trustees shall also have the care and control of such park property and may make reasonable rules and regulations and enforce the same when made respecting the use by the public of such park property: Provided, That no such rule or regulation shall become effective until (1) it has been approved by resolution of the board of supervisors, (2) such resolution containing such rule or regulation has been published at least once in a newspaper of general circulation within the county and (3) such rule or regulation has been posted in at least 3 conspicuous places in such park property, the posters to be not less than 10 inches by 12 inches in size and printed in legible type. Such posting shall be continuously maintained. They shall elect a chairman and secretary from among their number. All expenditures of funds so appropriated shall be paid only by the county treasurer on the warrant or voucher of the chairman and 1 other member of such board. The trustee so appointed shall make a full report to the board of supervisors at each October session as to the condition of the property and the expenditure of funds. The members of such board of county park trustees shall continue to act until their successors have been duly elected or appointed. In all counties of this state operating under the county road system when this act takes effect, the board of "county park trustees" heretofore appointed shall be immediately dissolved and cease to exist and the board of county road commissioners shall take the place thereof and thereafter exercise the powers and perform the duties of the board of county park trustees, taking possession of all books, records and office equipment of such former board.

History: 1913, Act 90, Eff. Aug. 14, 1913 ;-- CL 1915, 2323 ;-- Am. 1921, Act 36, Eff. Aug. 18, 1921 ;-- Am. 1923, Act 215, Eff. Aug. 30, 1923 ;-- CL 1929, 2398 ;-- Am. 1931, Act 268, Eff. Sept. 18, 1931 ;-- Am. 1939, Act 275, Eff. Sept. 29, 1939 ;-- CL 1948, 123.66 ;-- Am. 1953, Act 165, Imd. Eff. June 3, 1953

Appendix Text B - Michigan Public Act 261 of 1965, Section 46.351

Source: https://legislature.mi.gov/%28S%28z1q5rrrcnkvqomijmqab5eqt%29%29/mileg.aspx?page=getObject&objectName=mcl-46-351

46.351 County parks and recreation commission; creation; membership; terms; vacancy; commission as county agency; rules and regulations; compensation.

Sec. 1.

(1) The county board of commissioners of a county, by resolution adopted by a 2/3 vote of all its members, may create a county parks and recreation commission, which shall be under the general control of the board of commissioners.

(2) The county parks and recreation commission shall consist of the following members:

(a) The chairperson of the county road commission or another road commissioner designated by the board of county road commissioners.

(b) The county drain commissioner or an employee of the drain commissioner's office designated in writing by the drain commissioner.

(c) One of the following:

(i) In a county that elects a county executive under section 9 of 1973 PA 139, MCL 45.559, the county executive or a designee of the county executive.

(ii) In a county with a population of 1,000,000 or less, the chairperson of the county planning commission or another member of the county planning commission designated by the county planning commission. In a county that does not have a county planning commission, the chairperson of the regional planning commission shall serve on the county parks and recreation commission if that person is a resident of that county. If the chairperson of the regional planning commission is not a resident of that county, then the board shall, by a 2/3 vote, appoint a member of the regional planning commission who is a resident of that county to serve on the county parks and recreation commission.

(d) Seven members appointed by the county board of commissioners, not less than 1 and not more than 3 of whom shall be members of the board of commissioners.

(e) For counties with a population greater than 750,000 but less than 1,000,000, the county board of commissioners shall appoint a neighborhood representative. The appointee under this subdivision shall be an officer of the homeowners or property owners association that represents the largest area geographically that is located totally or partially within 1,000 feet of the property boundary of the most frequently used county park who is willing to serve on the county parks and recreation commission. If a homeowners or property owners association is not located within 1,000 feet of that park or no officer is willing to serve, then the appointee shall be a resident who lives within 1/2 mile of that park and who is willing to serve on the county parks and recreation commission. If no resident lives within 1/2 mile of that park or no resident is willing to serve, then the appointee shall be a resident of the city, village, or township in which that park is located who is willing to serve on the county parks and recreation commission. The first appointment under this subdivision shall be made not more than 60 days from October 17, 2003 or not more than 60 days from the date a county qualifies for an appointment under this subdivision.

(3) Of the members first appointed by the county board of commissioners, 2 shall be appointed for a term ending 1 year from the following January 1, 2 for a term ending 2 years from the following

January 1 and 3 for a term ending 3 years from the following January 1. The first member appointed by a qualifying county under subsection (2)(e) shall be appointed for a term ending 2 years from the following January 1. From then on, each appointed member shall be appointed for a term of 3 years and until his or her successor is appointed and qualified. Each term shall expire at noon on January 1. A vacancy shall be filled by the county board of commissioners for the unexpired term.

(4) The county parks and recreation commission is an agency of the county. The county board of commissioners may make rules and regulations with respect to the county parks and recreation commission as the board of commissioners considers advisable. The members of the county parks and recreation commission are not full-time officers. The county board of commissioners shall fix the compensation of the members.

History: 1965, Act 261, Imd. Eff. July 21, 1965 ;-- Am. 1981, Act 223, Eff. Mar. 31, 1982 ;-- Am. 1986, Act 99, Imd. Eff. May 14, 1986 ;-- Am. 1990, Act 84, Imd. Eff. May 25, 1990 ;-- Am. 2000, Act 496, Imd. Eff. Jan. 11, 2001 ;-- Am. 2003, Act 187, Imd. Eff. Oct. 17, 2003 ;-- Am. 2006, Act 588, Imd. Eff. Jan. 3, 2007

Appendix Text C- Press release for online survey

October 13, 2020

PRESS RELEASE
Contact Information:
Marcy Hamilton, Senior Planner
Southwest Michigan Planning Commission
269-925-1137 x1525
hamiltonm@swmpc.org

VAN BUREN COUNTY PARKS & RECREATION

Van Buren County is working to update its parks and recreation plan. Having an approved parks and recreation plan is especially important as it establishes eligibility for certain state and federal grants. As part of the planning process, public input about parks and recreation opportunities in Van Buren County is being sought. You can take an on line survey by visiting https://www.surveymonkey.com/r/VanBurenCounty. The survey takes less than 10 minutes to complete and will be open through November 13, 2020.

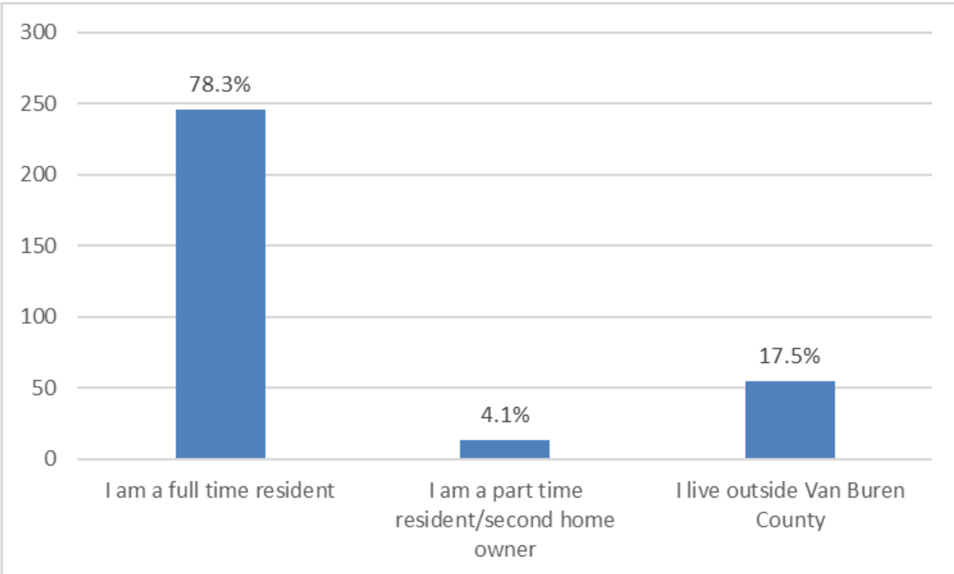
Parks and recreation improve the quality of life for residents, help maintain and attract residents and businesses, promote healthy physical and mental lifestyles, provide opportunities for social connections, protect natural features and the environment and improve property values.

If you have any questions regarding the survey, you can contact Marcy Hamilton with the Southwest Michigan Planning Commission at 269-925-1137 x 1525 or at hamiltonm@swmpc.org . The Southwest Michigan Planning Commission is assisting Van Buren County with the development of a state approved plan.

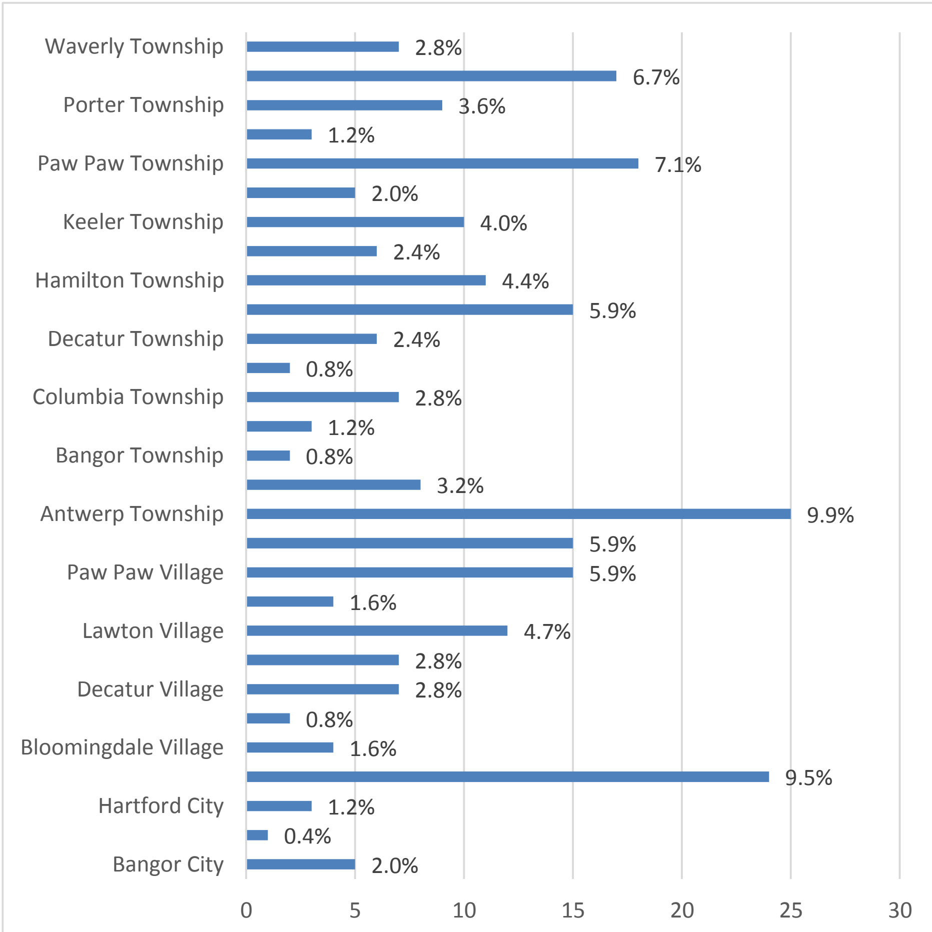
Appendix Text D – Detailed Survey Results

There were 317 responses to the 2020 survey.

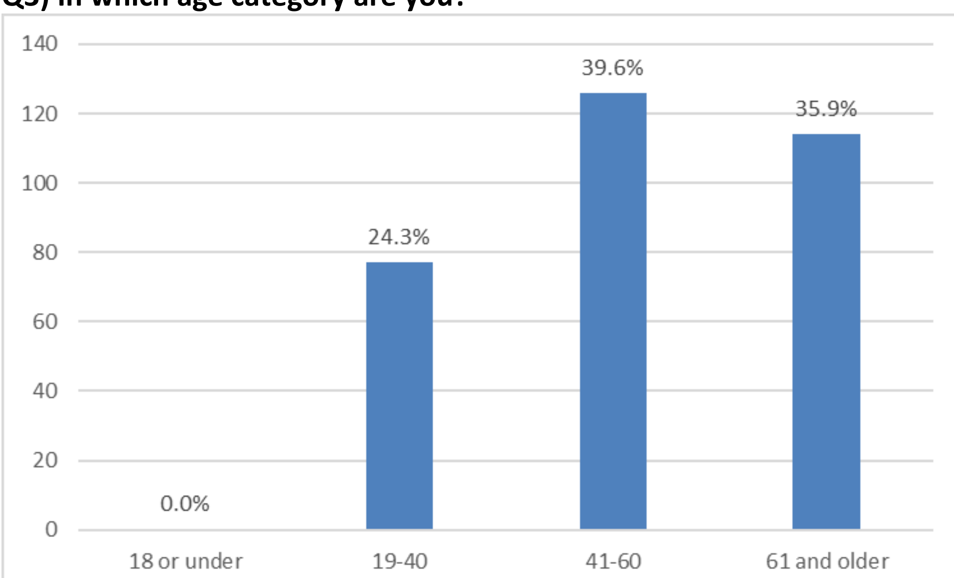
Q1) Do you live in Van Buren County?



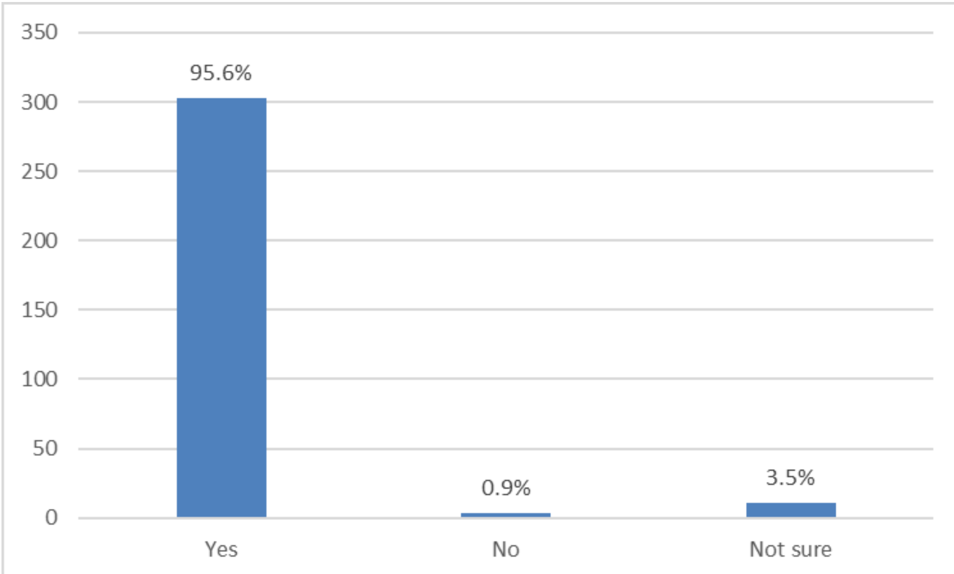
Q2) If you reside (full or part-time) in Van Buren County, which City, Village or Township is your residence located in?



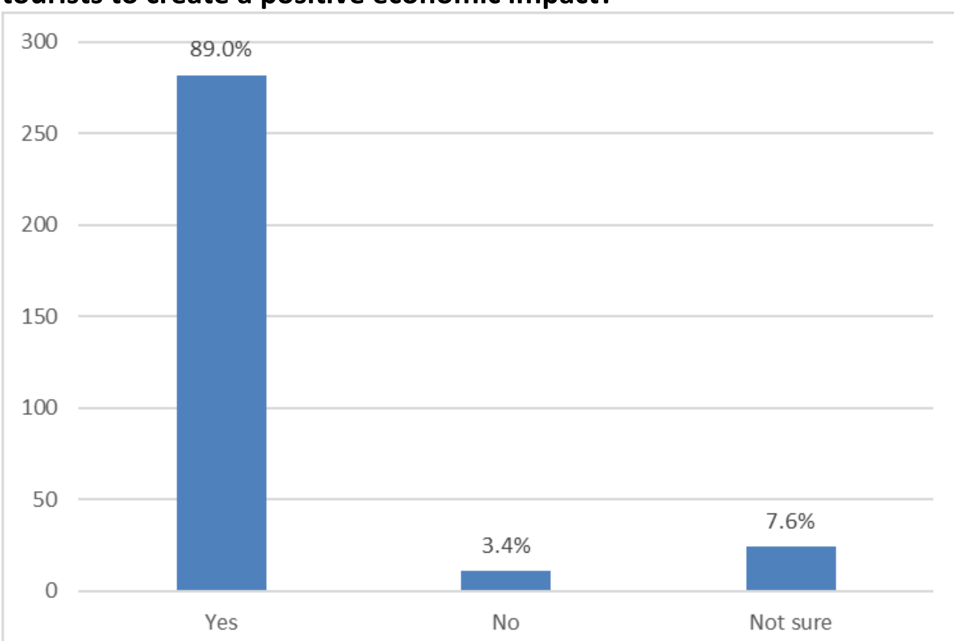
Q3) In which age category are you?



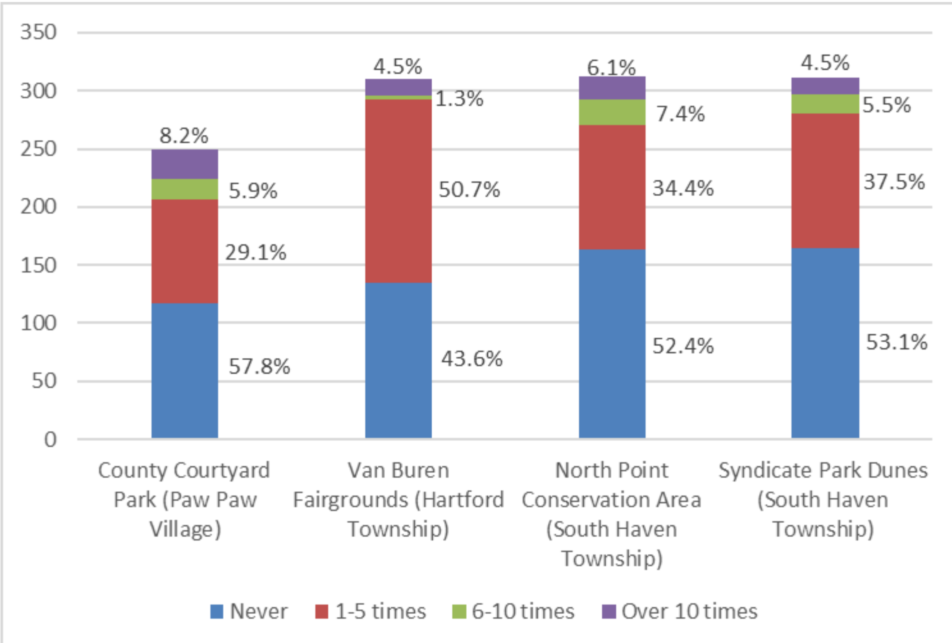
Q4) Do parks, trails and open spaces throughout Van Buren County enhance residents' quality of life?



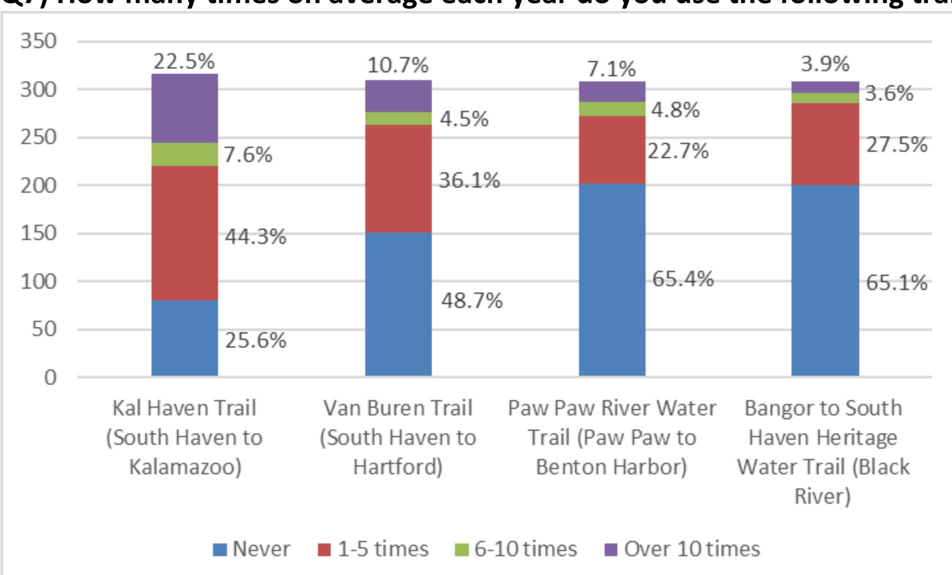
Q5) Do parks, trails and open spaces throughout Van Buren County attract visitors and tourists to create a positive economic impact?



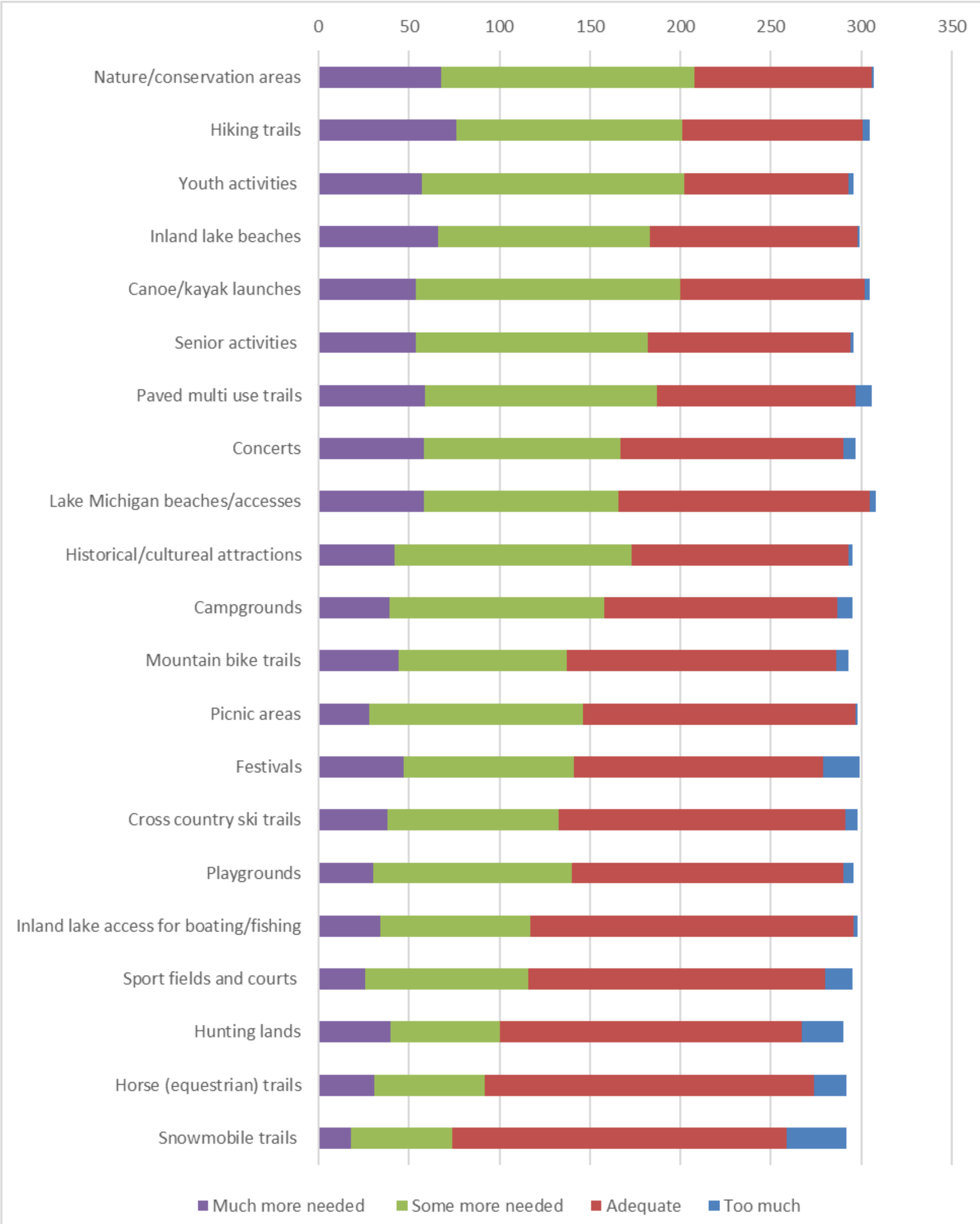
Q6) How many times on average each year do you visit the following properties owned by Van Buren County?



Q7) How many times on average each year do you use the following trails?



Q8) How do you feel about the amount of the following recreation resources/activities offered in Van Buren County?



Q9) Are there any recreational opportunities or activities currently not offered in Van Buren County that you would like to see?
Trails (23), atv trails (8), water trails/access (8), dog park (5), pickelball (4), pool (4), campgrounds (4), dark sky park (3), disc golf (3), equestrian (3), hunting (3), ice rink (2), splash pad (2), nature areas (2), accessible fishing (2), concert in parks (2), county park system (1), inland lake beaches (1), model airplane area (1), picnic area (1), shooting range (1), sporting events (1), sports fields (1), tours/interpretive (1), and yoga (1).

Q10) A grant to develop a canoe/kayak access site on the Black River at Phoenix Street will be submitted next year, do you have any suggestions for amenities at this site?
Bathrooms (42), parking (19), launch accessible (16), picnic/grill area (13), signage (11), drinking water (8), boat wash (7), trash cans (5), storage lockers (3), accessible fishing (1), bike rack (1), and lighting (1).

Q11) Are there specific improvements you would like to see at the County Courtyard Park (Paw Paw Village)?
Benches (6), expanded picnic area (5), playground (3), lighting in warmer months (2), art/sculpture (2), drinking water fountain (1), farmers' market venue (1), historical signage (1), ice rink (1), landscaping (1), and native plants/garden (1).

Q12) Are there specific improvements you would like to see at Van Buren County Fairgrounds (Hartford Township)?
More events/concerts (13), improve parking (4), improve bathrooms (3), improve septic (3), improve drainage (2), no mow areas/native (2), parking lot lighting (2), paved paths (2), shower facility (2), allow pets (1), better internet (1), better reservations (1), education venue (1), hiking trails (1), improve barns (1), improved parking (1), landscaping (1), restrooms on south end (1), and signage for recycling (1).

Q13) Are there specific improvements you would like to see at North Point Conservation Area (South Haven Township)?
Trail signage (9), parking (8), bathrooms (5), trash/recycling (3), and dog area (1).

Q14) Are there specific improvements you would like to see at Syndicate Park Dunes (South Haven Township)?
Parking (7), signage (7), control invasive species, dog area (1), picnic tables (1), and trash/recycling cans (1).

Q15) If you or someone in your family has any disabilities or limitations, are there any specific improvements at any of the county properties that you would like to better accommodate you and your family?
Wheelchair access (5), beach handicap access (3), accessible swings (2), dedicated parking (2), more benched on trails (2), trees for shade (2), sensory activities (1), public restrooms (1), paved trails (1), flat trails (1), horses as transportation (1), and accessible kayak launches (1).

Q16) Do you have any other comments or suggestions regarding Parks and Recreation Facilities or Opportunities in Van Buren County?

Trail/paved shoulders (12), promote (5), more conservation areas (5), horse trails (4), more accessibility (3), water trail accesses (2), Van Buren Trail surface (2), parking along Van Buren Trail (2), native plants (2), inland beach/launch (2), dog beaches/parks (2), atv trails (1), education (1), lease County Park to village (1), more beaches (1), nature center (1), park in Grand Junction (1), pave KalHaven (1), trail etiquette signs (1), and trash/recycling (1).

Appendix Text E - ADA Accessibility Guidelines for Recreation Facilities – Summary

www.access-board.gov/recreation/final.htm#SUMMARY

AGENCY: Architectural and Transportation Barriers Compliance Board.

ACTION: Final rule.

SUMMARY: The Architectural and Transportation Barriers Compliance Board (Access Board) is issuing final accessibility guidelines to serve as the basis for standards to be adopted by the Department of Justice for new construction and alterations of recreation facilities covered by the Americans with Disabilities Act (ADA). The guidelines include scoping and technical provisions for amusement rides, boating facilities, fishing piers and platforms, golf courses, miniature golf, sports facilities and swimming pools and spas. The guidelines will ensure that newly constructed and altered recreation facilities meet the requirements of the ADA and are readily accessible to and usable by individuals with disabilities.

DATES: The guidelines are effective October 3, 2002. The incorporation by reference of certain publications listed in the guidelines is approved by the Director of the Federal Register as of October 3, 2002.

FOR FURTHER INFORMATION CONTACT: Peggy Greenwell, Office of Technical and Information Services, Architectural and Transportation Barriers Compliance Board, 1331 F Street, NW, suite 1000, Washington, DC 20004-1111. Telephone number (202) 272-0017 (Voice); (202) 272-0082 (TTY). E-mail address: greenwell@access-board.gov.

SUPPLEMENTARY INFORMATION:

Availability of Copies and Electronic Access

Single copies of this publication may be obtained at no cost by calling the Access Board's automated publications order line (202) 272-0080, by pressing 2 on the telephone keypad, then 1 and requesting publication S-43 (Recreation Facilities Final Rule). Persons using a TTY should call (202) 272-0082. Please record a name, address, telephone number and request publication S-43. This document is available in alternate formats upon request. Persons who want a copy in an alternate format should specify the type of format (cassette tape, Braille, large print, or ASCII disk).

Appendix Text F - The Principles of Universal Design
www.ncsu.edu/www/ncsu/design/sod5/cud/about_ud/udprinciplestext.htm

Version 2.0 - 4/1/97 Compiled by advocates of universal design, listed in alphabetical order: Bettye Rose Connell, Mike Jones, Ron Mace, Jim Mueller, Abir Mullick, Elaine Ostroff, Jon Sanford, Ed Steinfeld, Molly Story and Gregg Vanderheiden. Major funding provided by: The National Institute on Disability and Rehabilitation Research, U.S. Department of Education

UNIVERSAL DESIGN: The design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. The authors, a working group of architects, product designers, engineers and environmental design researchers, collaborated to establish the following Principles of Universal Design to guide a wide range of design disciplines including environments, products and communications. These seven principles may be applied to evaluate existing designs, guide the design process and educate both designers and consumers about the characteristics of more usable products and environments.

The Principles of Universal Design are presented here, in the following format: name of the principle, intended to be a concise and easily remembered statement of the key concept embodied in the principle; definition of the principle, a brief description of the principle's primary directive for design; and guidelines, a list of the key elements that should be present in a design which adheres to the principle. (Note: all guidelines may not be relevant to all designs.)

PRINCIPLE ONE: Equitable Use | The design is useful and marketable to people with diverse abilities.
Guidelines:

- **1a.** Provide the same means of use for all users: identical whenever possible; equivalent when not.
- **1b.** Avoid segregating or stigmatizing any users.
- **1c.** Provisions for privacy, security and safety should be equally available to all users.
- **1d.** Make the design appealing to all users.

PRINCIPLE TWO: Flexibility in Use | The design accommodates a wide range of individual preferences and abilities.
Guidelines:

- **2a.** Provide choice in methods of use.
- **2b.** Accommodate right- or left-handed access and use.
- **2c.** Facilitate the user's accuracy and precision.
- **2d.** Provide adaptability to the user's pace.

PRINCIPLE THREE: Simple and Intuitive Use | Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.
Guidelines:

3a. Eliminate unnecessary complexity.
3b. Be consistent with user expectations and intuition.
3c. Accommodate a wide range of literacy and language skills.
3d. Arrange information consistent with its importance.
3e. Provide effective prompting and feedback during and after task completion.

PRINCIPLE FOUR: Perceptible Information | The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
Guidelines:
4a. Use different modes (pictorial, verbal, tactile) for redundant presentation of essential information.
4b. Provide adequate contrast between essential information and its surroundings.
4c. Maximize "legibility" of essential information.
4d. Differentiate elements in ways that can be described (i.e., make it easy to give instructions or directions).
4e. Provide compatibility with a variety of techniques or devices used by people with sensory limitations.

PRINCIPLE FIVE: Tolerance for Error | The design minimizes hazards and the adverse consequences of accidental or unintended actions.
Guidelines:
5a. Arrange elements to minimize hazards and errors: most used elements, most accessible; hazardous elements eliminated, isolated, or shielded.
5b. Provide warnings of hazards and errors.
5c. Provide fail safe features.
5d. Discourage unconscious action in tasks that require vigilance.

PRINCIPLE SIX: Low Physical Effort | The design can be used efficiently and comfortably and with a minimum of fatigue.
Guidelines:
6a. Allow user to maintain a neutral body position.
6b. Use reasonable operating forces.
6c. Minimize repetitive actions.
6d. Minimize sustained physical effort.

PRINCIPLE SEVEN: Size and Space for Approach and Use | Appropriate size and space is provided for approach, reach, manipulation and use regardless of user's body size, posture, or mobility.
Guidelines:
7a. Provide a clear line of sight to important elements for any seated or standing user.
7b. Make reach to all components comfortable for any seated or standing user.
7c. Accommodate variations in hand and grip size.
7d. Provide adequate space for the use of assistive devices or personal assistance.

Please note that the Principles of Universal Design address only universally usable design, while the practice of design involves more than consideration for usability. Designers must also incorporate other considerations such as economic, engineering, cultural, gender and environmental concerns in their design processes. These Principles offer designers guidance to better integrate features that
meet the needs of as many users as possible.

Appendix G – Approval Documents

Van Buren County Planning Commission Minutes Recommending Approval
Copy of Public Notice for public comment period and public hearing
Van Buren County Board of Commissioners– Minutes of Public Hearing
Van Buren County Board of Commissioners Resolution to Adopt Plan
Copy of Transmittal Letter to County Planning Department
Copy of Transmittal to Southwest Michigan Planning Commission
Copy of Transmittal to Michigan Department of Natural Resources
Plan Certification Checklist

Van Buren County Planning Commission
219 Paw Paw Street, Suite-302, Paw Paw, MI 49079-1492
Telephone (269) 657-8243 **Fax** (269) 657-0579

December 16, 2020
Van Buren County Planning Commission
Virtual

Minutes

Call to Order & Attendance 6:30: Celinda Gilmore, Jan Petersen, Kurt Doroh, Pam Stermer, Tony Hemenway, Ray Martin, (abs. Scott, Cedarquist, Jeff Radtke, Barb Rose

Approve Agenda: On a Martin/Doroh motion unanimous

Approval Minutes of October 28, 2020 meeting On a Doroh/Martin motion unanimous

Public Comment: No comment

Reports:
County Commissioner- Doroh reported
Southwestern Michigan Commission Representative (Only if meeting scheduled) Doroh reported
Local Visits - Doroh- Columbia, City of Bangor

Unfinished Business:

VBC Community Park, Recreation, Open Space, and Greenway Plan: Petersen/ Martin motion to make recommendation to Board of Commissioners in adoption of VBC Community Park, Recreation, Open Space, and Greenway Plan. Comments included plan was very comprehensive, well written, supports local efforts.

New Business:

Paw Paw Twp.- Ordinance 271, Zoning Ordinance Text Amendments- on a Martin/Doroh motion to concur with PC recommendations to Township Board to adopt these amendments. Unanimous

Nominating committee session
Petersen, Martin, and Hemenway made up the subcommittee. Their recommendation for Pam Stermer to be Chair, and Scott Cedarquist to be Vice-Chair. Vote unanimous.

Adjourn: 7:15

AFFP
Public Comment/Hearing

Affidavit of Publication

STATE OF MICHIGAN } SS
COUNTY OF VAN BUREN }

Courtney Kruger, being duly sworn, says:

That she is Legal Clerk of the South Haven Tribune, a Weekly newspaper of general circulation, printed and published in South Haven, Van Buren County, Michigan; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

December 13, 2020

Publisher's Fee: $ 165.80

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Courtney Kruger

Subscribed to and sworn to me this 13th day of December 2020.

Julie Gaines

Julie Gaines, Notary Public 05/24/2024

60000654 61164669 269-657-2547

HPalladium 180
VAN BUREN COUNTY
219 E PAW PAW ST STE 303
PAW PAW, MI 49079

LEGAL NOTICE
NOTICE OF PUBLIC COMMENT PERIOD
AND PUBLIC
HEARING NOTICE

Van Buren County, Michigan will hold a Public Comment Period for the Van Buren County Community Park, Recreation, Open Space and Greenway Plan from December, 14 2020 to January 26, 2021.

The plan will be available for review during business hours (possibly by appointment due to COVID-19) at the Van Buren County Administration Building (219 E Paw Paw Street, Paw Paw, MI) which are Monday through Friday from 8:30 a.m. - 5:00 p.m. The plan is also available for review on the Internet at www.vbco.org.

Written comments can be submitted by email to hamiltonm@swmpc.org or by mail to SWMPC, 376 W. Main Street, Ste 130, Benton Harbor, MI 49022 and must be received by January 26, 2021.

The Van Buren County Board of Commissioners will also hold a Public Hearing on the draft plan on January 26, 2021, via Zoom:
https://us02web.zoom.us/j/83884669172
Webinar ID:
838 8466 9172

At this meeting, the public will have the opportunity to give oral and/or written comments and also ask questions regarding the plan. All interested parties are urged to attend.

LEGAL NOTICE

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Webinar ID: 838 8466 9172

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Southwest Michigan Planning Commission

January 27, 2021

Van Buren County Planning Commission
Mr. Ted Thar
219 Paw Paw Street
Paw Paw, MI 49079

Dear Mr. Thar,

Enclosed please find a copy of the adopted Van Buren County Community Park, Recreation, Open Space and Greenway Plan: 2021-2026 for your records. This five-year plan reflects the County's commitment to comprehensive recreational planning that includes measures to protect natural resources through responsible use and provides opportunities for residents of all ages and abilities to participate in healthful living.

Sincerely,

Marcy Hamilton

Marcy Hamilton
Senior Planner

376 West Main Street, Suite 130 • Benton Harbor, MI 49022-3651

p 269.925.1137 • f 269.925.0288 • w www.swmpc.org • e swmpc@swmpc.org

Southwest Michigan Planning Commission

January 27, 2021

Mr. K. John Egelhaaf, Director
Southwest Michigan Planning Commission
376 W. Main Street, Ste 130
Benton Harbor, MI 49022

Dear Mr. Egelhaaf:

Enclosed please find a copy of the adopted Van Buren County Community Park, Recreation, Open Space and Greenway Plan: 2021-2026 for your records. This five-year plan reflects the County's commitment to comprehensive recreational planning that includes measures to protect natural resources through responsible use and provides opportunities for residents of all ages and abilities to participate in healthful living.

Sincerely,

Marcy Hamilton

Marcy Hamilton
Senior Planner

376 West Main Street, Suite 130 • Benton Harbor, MI 49022-3651

p 269.925.1137 • f 269.925.0288 • w www.swmpc.org • e swmpc@swmpc.org

Southwest Michigan Planning Commission

January 27, 2021

Michigan Department of Natural Resources
Grant Management
Lansing, MI

To Whom It May Concern:

Enclosed please find a copy of the adopted Van Buren County Community Park, Recreation, Open Space and Greenway Plan: 2021-2026 for your records. This five-year plan reflects the County's commitment to comprehensive recreational planning that includes measures to protect natural resources through responsible use and provides opportunities for residents of all ages and abilities to participate in healthful living.

Sincerely,

Marcy Hamilton

Marcy Hamilton
Senior Planner

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County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

Description
Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, pursuant to PA 210 of 2005, on January 11th, 2021 Village of Paw Paw established a Commercial Rehabilitation District ("District") within the village upon written request of a commercial business enterprise being SLATE STONE LLC; and

WHEREAS, in so doing the Village Council of the Village of Paw Paw after notice and a public hearing was held determined that the District meets the requirements as set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice of the Resolution was forwarded to Van Buren County by certified mail pursuant to MCL 207.843(4) and Van Buren County has 28 days to reject the establishment of the District; and

WHEREAS, Van Buren County desires to support the establishment of the District and waive its right to reject the Village of Paw Paw 's establishment of the District as provided under MCL 207.843(5).

NOW, THEREFORE BE IT RESOLVED, by Van Buren County that the following described parcel(s) of land situated in the Village of Paw Paw, Van Buren County, and State of Michigan, to wit:

547-224,223 535-315 923-910 1385 13-3-14 COM AT PT ON FORMER CEN L OF S KALAMAZOO ST 1194' NLY OF E & W 1/4 L, TH N 88 DEG 23' 33" W 33' TO BEG OF DES, TH N 88 DEG 23' 33" W 179', TH N 0 DEG 08' 27" E 99', TH N 88 DEG 23' 33" W 85', TH N 0 DEG 08' 27" E TO SLY L OF COMMERCIAL AVE, TH S 88 DEG 56' 33" E ALG SAME 252.55', TH S 25 DEG 32' 33" E 19.93' TO W L OF S KALAMAZOO ST, TH S 1 DEG 04' 33" E ON SAME 129' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-030-00;

638-533+535 216-62 1387 13-3-14 BEG ON 1/8 L AT PT S 0 DEG 08' 27" W 118.3' FROM CEN OF NW 1/4, TH S 88 DEG 23' 33" E 185', TH N 0 DEG 08' 27" E 99', TH N 88 DEG 23' 33" W 85', TH N 0 DEG 08' 27" E TO SLY L OF COMMERCIAL AVE, TH WLY ALG SD S L 100' TO N & S 1/8 L, TH S 0 DEG 08' 27" W ON SAME TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-032-00;

819-48 843-722 1390-F1C 13-3-14 BEG ON S L COMMERCIAL AVE AT INTER OF N & S 1/8 L IN NW 1/4, TH S 143.3', TH N 89 DEG 20' W 150', TH N TO S L SD AVE, TH S 89 DEG 05' E 150' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-052-00;

1390-F1D 13-3-14 BEG ON S L OF COMMERCIAL AVE AT PT N 89 DEG 05' W 150' FROM N & S 1/8 L IN NW 1/4, TH N 89 DEG 05' W 50', TH S 144.4', TH S 89 DEG 20' E 50', TH N TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-053-00;

1390-F16 13-3-14 791-91 791-90 996-303-302 1064-299 BEG ON S L OF COMMERCIAL AVE AT PT N 89 DEG 05' W 200' FROM N & S 1/8 L IN NW 1/4, TH S 144.4', TH N 89 DEG 20' W 100', TH N 144.9' TO S L SD AVE, TH S 89 DEG 05' E 100' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-055-00;

1390-F1B 13-3-14 593-556 1031-979 BEG ON S L COMMERCIAL AVE AT PT N 89 DEG 05' W 300' FROM N & S 1/8 L IN NW 1/4, TH S 144.9', TH N 89 DEG 20' W 79' TH N 145.3' TO S L SD AVE, TH S 89 DEG 05' E 79' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-051-00;

1241-A 3-14 COM AT INTER OF E & W 1/4 L & FORMER CEN L OF S KALAMAZOO ST, TH N 1 DEG 04' 33" W ALG CEN L 1675', TH N 88 DEG 55' 27" E 52' TO E L OF S KALAMAZOO ST & PT OF BEG DES, TH N 1 DEG 04' 33" W ALG SD E L 145', TH N 88 DEG 55' 27" E 28', TH N 64 DEG 35' 27" E TO WLY SH OF E BRANCH PAW PAW RIVER, TH SELY ALG SD SH L TO PT N 88 DEG 55' 27" E OF BEG, TH S 88 DEG 55' 27" W TO BEG UNPLATTED. Also known as Tax ID 80-47-161-006-00;

760-406 703-05 1241-B 3-14 COM AT PT 1675' N 1 DEG 4' 33" W FROM INTER OF FORMER CEN L KALAMAZOO ST & E & W 1/4 L, TH N 88 DEG 55' 27" E 52' TO BEG DES, TH S 1 DEG 4' 33" E ALG SD ST 155.35', TH S 83 DEG 57' 30" E 80.51', TH S 72 DEG 22' 30" E 178', TH N 1 DEG 4' 33" W 222.42', TH S 88 DEG 55' 27" W 248.49' TO BEG UNPLATTED. Also known as Tax ID 80-47-161-007-00.

be and here is established as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005 to be known as Gateway Commercial Rehabilitation District No. 1806 and Van Buren County supports the District's establishment and hereby waives its right to reject the Village's establishment of the District.

Signed: ____

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Date: January 26, 2021 ____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED ☐

SECONDED BY: NOT CARRIED ☐

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, pursuant to PA 210 of 2005, on December 9th, 2020 South Haven Charter Township established a Commercial Rehabilitation District (“District”) within the Township upon written request of a commercial business enterprise being MAHI LODGING INC.; and

WHEREAS, in so doing the Township Board of South Haven Charter Township after notice and a public hearing was held determined that the District meets the requirements as set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice of the Resolution was forwarded to Van Buren County by certified mail pursuant to MCL 207.843(4) and Van Buren County has 28 days to reject the establishment of the District; and

WHEREAS, Van Buren County desires to support the establishment of the District and waive its right to reject South Haven Charter Township’s establishment of the District as provided under MCL 207.843(5).

NOW, THEREFORE BE IT RESOLVED, by Van Buren County that the following described parcel(s) of land situated in South Haven Charter Township, Van Buren County, and State of Michigan, to wit:

75-D2 11-1-17 1103-47 1153-838 *** W 205 FT OF N 660 FT OF E 1/2 E 1/2 NE 1/4 NE 1/4. ALSO DESC AS COM AT NE COR; TH S89D15'05" W 125.79 FT FOR POB; TH CONT S89D15'05" W 205 FT; TH S00D50'46" W 660 FT; TH N89D15'05" E 205 FT; TH N00D50'46" E 660 FT TO POB. *** SPLIT ON 10/07/2020 FROM 80-17-011-029-00; FOR 2021

be and here is established as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005 to be known as Commercial Rehabilitation District No. 1 and Van Buren County supports the District’s establishment and hereby waives its right to reject the Township’s establishment of the District.

Signed: ____

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Date: January 26, 2021 ____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED ☐

SECONDED BY: NOT CARRIED ☐

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to establish an Economic Development Strategic Fund using allowable administrative expenses from the Community Development Block Grant - Economic Development Revolving Loan Fund, and;

WHEREAS, The County's Revolving Loan Fund is rooted in the State of Michigan's Community Development Block Grant (CDBG) program, which is funded by the US Department of Housing and Urban Development (HUD), and;

WHEREAS, HUD/CDBG allows for 18% of loan payments to be used for reimbursing program administration expenses. Eligible expenses include: Salaries of staff, travel costs, program administration, rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space, and;

WHEREAS, Historically, Van Buren County has taken a minimal reimbursement, deciding to leave money in the fund to benefit businesses, and instead choosing to only be reimbursed for "hard" expenses such as public hearing notices and legal/closing costs. This means many "soft" eligible expenses have not been reimbursed to the county. Once approved for reimbursement by the state, the County can utilize the authorized dollars at its discretion.

WHEREAS, the proposal is to utilize the "soft" eligible dollars for the development of a "County Strategic Fund". Once populated, the fund will be managed by the County's Economic Development Corporation Board.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to establish an Economic Development Strategic Fund and to place eligible reimbursed administrative expenses from the Revolving Loan Fund into this Fund.

Signed: ______________________________

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Date: January 26, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

Description

- **Resolution**
- **Agreement**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is for approval of the 2020 Homeland Security Grant Program Agreement, and;

WHEREAS, this is the next grant award in the continuation of the Homeland Security Grant program. This grant award covers the period of September 1, 2020 to May 31, 2023. This grant award will be allocated and purchasing will be approved by the 5th District Regional Planning Board. There are no changes from previous approved grant awards or procedures, and;

WHEREAS, Signed grant agreement documents are requested to be back to the State of Michigan no later than Friday, January 29, 2021, and;

WHEREAS, Total Federal Funds Obligated to Van Buren County (Sub recipient), acting as the Fiduciary Agent on behalf of and as part of the Region 5 Board, are $688,788.00.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request of approval of the 2020 Homeland Security Grant Program and authorizes the Board Chair to sign on its behalf.

Signed: ____

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Date: January 26, 2021 ____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

Michigan State Police

Emergency Management and Homeland Security Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME		CFDA NUMBER
County of Van Buren	Fiscal Year 2020 Homeland Security Grant Program		97.067
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)		FEDERAL AWARD DATE
38-6007133	EMW-2020-SS-00044-S01		9/1/2020
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM	TO
074305459		09/01/2020	05/31/2023
RESEARCH & DEVELOPMENT	Funding		Total
N/A	Federal Funds Obligated by this Action		$688,788
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient		$688,788
None on file	Total Amount of Federal Award		$13,631,755

FEDERAL AWARD PROJECT DESCRIPTION

Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)

DETAILS

Funding requirements are found on page 2 (Section III) of the grant agreement.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2020 Homeland Security Grant Program
Grant Agreement

September 1, 2020 to May 31, 2023

CFDA Number: 97.067
Grant Number:
EMW-2020-SS-00021

This Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF VAN BUREN

(hereinafter called the Subrecipient)

I. Purpose

The FY 2020 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2020 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 5 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf and as a part of the regional board for the FY 2020 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2020 SHSP investments, support capability targets established in the THIRA and gaps identified in the SPR, and align to projects specifically approved by the Recipient.

Subrecipients must take a regional approach when determining the best use of FY 2020 HSGP funds. Subrecipients must consider the needs of local units of government, tribal governments, the private sector, and nonprofit and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities.

II. Statutory Authority

Funding for the FY 2020 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020,* (Public Law No. 116-93*).*

The Subrecipient agrees to comply with all FY 2020 HSGP program requirements in accordance with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, the FY 2020 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2020 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov, select Title 2.

2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

A. The **County of VanBuren**, acting as the Fiduciary Agent on behalf of and as a part of the Region 5 Board, is awarded $**688,788** under the FY 2020 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

B. The FY 2020 HSGP covers eligible costs from September 1, 2020, to May 31, 2023.

C. HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.

D. At least $**172,197** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at http://www.fema.gov/national-planning-frameworks. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2020 HSGP.

E. The FY 2020 HSGP includes the following four national priority area funding requirements:
   1) Enhancing cybersecurity (including election security);
   2) Enhancing the protection of soft targets/crowded places (including election security);
   3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;

4) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least $**34,440** of award funds must be dedicated towards enhancing cybersecurity, at least $**34,440** must be dedicated towards the protection of soft targets/crowded places (including election security), and at least $**34,440** must be dedicated towards addressing emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2020 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program.

F. A maximum of $**344,394** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. A definition of personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.

G. Exactly $**34,439** of award funds is allocated to the Subrecipient to be used solely for management and administration (M&A) purposes associated with the HSGP award. M&A allowable costs are defined in the *FY 2020 Homeland Security Grant Program Notice of Funding Opportunity,* and the *FEMA Preparedness Grants Manual* located at http://www.fema.gov/homeland-security-grant-program.

H. The Subrecipient may only fund projects which directly support one of the FY 2020 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2020 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2020 SHSP investment justification.

I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.

J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review <u>must</u> be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

K. A portion of FY 2020 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.

L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Refer to the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.

C. The subrecipient shall not use FY 2020 HSGP funds to generate program income.

D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:

   1. Subrecipient Risk Assessment Certification
   2. Standard Assurances
   3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
   4. Audit Certification (EMD-053)
   5. Request for Taxpayer Identification Number and Certification (W-9)
   6. Other documents that may be required by federal or state officials

E. The Subrecipient agrees to act as the Fiduciary Agent on behalf and as a part of the regional board for the FY 2020 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

   1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.

   2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

   3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2020 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.

   4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to PO box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in

meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsdor by emailing EMD_HSGP@michigan.gov.

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2020 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.

7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

   a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
   d. Non-federal organizations which expend $750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.

10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any

project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://beta.SAM.gov.

13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.

15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit **one** Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of $10,000 or more. All of the following requirements must be met when requesting advanced funds:

A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
B. The Subrecipient must place advanced funds in an interest-bearing account.
C. The Subrecipient may retain interest up to $500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over $500.
E. The Subrecipient must remit any interest earned over $500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq*.; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq*., and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2020, to May 31, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to follow grant agreement requirements or special conditions.
D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other report or document.
G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient
The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Van Buren County	074305459
Subrecipient Name	Subrecipient's DUNS Number
Richard Godfrey	Chairman of the Board
Printed Name	Title
Signature	Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney, Commander	Deputy State Director, Emergency Management and Homeland Security Division
Printed Name	Title
	10/15/2020
Signature	Date

For the Regional Board
The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 5 Homeland Security Planning Board has chosen the **County of VanBuren** to act as the Fiduciary Agent on behalf of and as a part of the regional board for the FY 2020 HSGP.

	Regional Board Chair
Printed Name	Title
Signature	Date

EMHSD-RA (04/2019)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	DUNS #:
Van Buren County	Van Buren	074305459

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   ☐ No grants
   ☐ 1-3 grants
   ☐ 4-5 grants
   ☑ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   ☑ 0-25% of staff
   ☐ 26-50% of staff
   ☐ 51-75% of staff
   ☐ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   ☐ Yes
   ☑ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years?
   (Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)
   ☑ Never Audited or No
   ☐ Unsupported costs (lack of documentation)
   ☐ Unreasonable use of funds
   ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   ☑ Yes
   ☐ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:	Date:
Brigitte Vegter	12/1/2020
Authorized Representative Printed Name: Brigitte Vegter	Title: Fiduciary

Point of Contact Printed Name:	Title:	Email:
Brigitte Vegter	Fiduciary	vegterb@vbco.org

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property

Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature ______________________ Date ______________

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Van Buren County
219 E Paw Paw Street Suite 201
Paw Paw, MI 49079

2. Application Number and/or Project Name

CFDA# 97.067 EMW-2020-SS-00021

3. Grantee IRS/Vendor Number

FY2020 Homeland Security Grant Program

4. Typed Name and Title of Authorized Representative

Richard Godfrey
Chairman of the Board of Commissioners for Van Buren County

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

EMD-053 (04/2018)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend $750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients MUST submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name FY2020 Homeland Security Grant Program (HSGP)	CFDA Number 97.067		
II. Subrecipient Information			
Subrecipient Name Van Buren County			
Street Address 219 E Paw Paw Street Suite 201	City Paw Paw	State MI	ZIP Code 49079
III. Certification for Fiscal Year			

Subrecipient Fiscal Year Period: Oct to Sept.

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☒ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to**: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Signature of Subrecipient's Authorized Representative	**Date**

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to ***www.irs.gov/FormW9*** for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Van Buren County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
219 E Paw Paw Street Suite 201

Requester's name and address (optional)

6 City, state, and ZIP code
Paw Paw, MI 49079

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

3 8 – 6 0 0 7 1 3 3

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients
Fiscal Year 2020 Homeland Security Grant Program

Article I. Summary Description of Award

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from the Recipient to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

Article IV. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI. Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII. USA Patriot Act of 2001

Subrecipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX. **Trafficking Victims Protection Act of 2000**
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article X. **Terrorist Financing**
Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XI. **SAFECOM**
Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII. **Debarment and Suspension**
Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII. **Copyright**
Subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. **Civil Rights Act of 1964 - Title VI**
Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XV. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVI. **Americans with Disabilities Act of 1990**
Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XVII. **Age Discrimination Act of 1975**
Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XVIII. Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX. Acknowledgment of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XX. DHS Specific Acknowledgements and Assurances

All, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate MSP officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XXI. Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance subrecipients must complete the assurances applicable to their program as instructed by MSP. Please contact MSP EMHSD if you have any questions. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIII. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV. Non-supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI. National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII. Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

Article XXIX. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXX. Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXI. Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXII. **Federal Debt Status**

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII. **False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIV. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXV. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVI. **Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXVII. **Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXVIII. **Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIX. Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.. In order to initiate an EHP review of your project, you must complete an alignment and allowability form and submit it to EMD_HSGP@michigan.gov. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify MSP EMHSD.

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve the purchase of five single and two double video arraignment/meeting rooms including polycom units for the Jail, and;

WHEREAS, there are safety and efficiency needs to improve our capabilities to conduct remote arraignments and private attorney-client meetings in the jail. The installation of the proposed booths will address this not just for the COVID situation but also in the future after some of the present restrictions are removed, and;

WHEREAS, the pods reduce the need for inmate transfer not just for Court proceedings but attorney-client meetings required for the Public Defender's Office. The pods reduce the need for physical remodeling of the jail and preserves space for other educational activities, and;

WHEREAS, the total cost is $55,564.42 to be paid from Capital Improvements. $46,075 for the Pods and $9489.42 for the Polycom Units

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to approve purchase of five single and two double video arraignment/meeting rooms including polycom units for the Jail and authorizes the Board Chair to sign on its behalf.

Signed: ______________________________

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Date: January 26, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to purchase a new Tilt Skillet for the Jail kitchen, and;

WHEREAS, The Jail's Tilt Skillet has become inoperable and requires maintenance or replacement. The Tilt Skillet is a high-value piece of equipment for our kitchen. It is the primary piece of equipment for preparing inmate meals in large quantities. Since the Tilt Skillet has been down, we have seen a significant delay on food preparation and delayed serving times, and;

WHEREAS, Midwest Food Equipment Service has stopped by the facility twice and have found additional issues, and;

WHEREAS, the cost for a 30-gallon Tilt Skillet is $15,988.98

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request purchase a new Tilt Skillet for the Jail kitchen and authorizes the Board Chair to sign on its behalf.

Signed: ______________________________

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Date: January 26, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

Description
- **Resolution**
- **Lease**
- **Maintenance**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve a lease agreement with Applied Imaging to replace seven large multi-function devices (copy/print/fax machines), and;

WHEREAS, as part of our regular replacement schedule, the court must obtain a new fleet of copy machines to replace our existing aging devices. We are also streamlining our replacement schedule to be on the same 60-month lease cycle to minimize the number of requests brought before the board, and;

WHEREAS, Applied Imaging had the best offer. They are agreeing to pay for the buyout of the existing leases and cover the cost to remove all older equipment and have had an excellent history working with Applied Imaging, and;

WHEREAS, the seven devices will be placed at the following locations: Circuit Court, District Court East, District Court West, 2 in Friend of the Court, Juvenile Court and Probate Court, and;

WHEREAS, all leases will be applied to the lease and maintenance fund within each department.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to approve a lease agreement with Applied Imaging to replace seven large multi-function devices and authorizes the Board Chair to sign the documents on its behalf.

Signed: ______________________________

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Date: January 26, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

EQUIPMENT FINANCE

Document Checklist

- ☐ **Tax-Exempt Installment/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.

- ☐ **Addendum to Tax-Exempt Installment/Purchase Agreement** – If required by Seller, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution. The attester will execute the signature block below the Purchaser's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.

- ☐ **Property Schedule** – 1) If the transaction can be designated as a "bank qualified" transaction – one where Purchaser reasonably anticipates not issuing more than $10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section;** 2) execute signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary, but must be present at the time of execution.

- ☐ **Property Description** – **Exhibit A** – Execute signature block at the bottom of the page.

- ☐ **Amortization and Installment Payment Schedule** – **Exhibit B** – Execute signature block at the bottom of the page.

- ☐ **Certificate of Acceptance** – **Exhibit C** – 1) If billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.

- ☐ **Purchaser's General and Incumbency Certificate** – **Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.

- ☐ **Purchaser's Counsel's Opinion** – **Exhibit E** – If required by Seller, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.

- ☐ **Insurance Authorization and Verification** – To be filled out by Purchaser and returned with the executed documents.

- ☐ **Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.

- ☐ **Form 8038-GC or G** – Blank form provided to Purchaser. Please consult your local legal/bond counsel or tax consultant with questions.

- ☐ **Original Documents** – Seller will require original documents, including original 8038 form, prior to funding.

- ☐ **Validation of Board Approval** – If required by Seller, a copy of board minutes or board resolution should be provided showing approval of the contract.

- ☐ **Services and Supplies Rider** – If Purchaser has requested that Seller, as a convenience to Purchaser, invoice Purchaser for certain service and supply payments Purchaser owes to Vendor, this document must be executed by Purchaser in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

EQUIPMENT FINANCE

Tax-Exempt Installment/Purchase Agreement

APPLICATION NO.
2730261

ACCEPTED BY SELLER:		
FULL LEGAL NAME **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE		DATE
PRINT NAME		
TITLE	TELEPHONE NUMBER 800-328-5371	

AGREED TO BY PURCHASER:		
FULL LEGAL NAME VAN BUREN COUNTY OF		
STREET ADDRESS 219 E PAW PAW ST		
CITY PAW PAW	STATE MI	ZIP 49079
SIGNATURE X		DATE
PRINT NAME		
TITLE	TELEPHONE NUMBER	

AGREEMENT: Seller hereby sells, transfers, assigns and conveys to Purchaser and Purchaser hereby purchases and accepts from Seller all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Installment Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

TERM: The term of this Agreement (the "Term") listed in the Property Schedule shall commence upon the commencement date of the Property Schedule and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Purchaser except as expressly provided herein. Purchaser represents and warrants that the average life of the Property does not exceed the average life of the Term.

INSTALLMENT PAYMENTS: Purchaser shall pay the purchase price to Seller for the Property in installments (the "Installment Payments") in the amounts, and on the dates specified, in the Property Schedule.

NO OFFSET: THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Purchaser anticipates that the Property shall be exempt from property taxes. Notwithstanding, Purchaser shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property. The Installment Payments payable by Purchaser under this Agreement have been established to reflect the savings resulting from this exemption from taxation.

LATE CHARGES: Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Purchaser. At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Purchaser and Seller as their respective interests may appear. All such liability insurance shall name Seller as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Seller without first giving written notice thereof to Seller at least 30 days in advance of such change of status.

TERMINATION OF SELLER'S INTEREST: To secure Purchaser's obligations hereunder, Seller is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest. If Purchaser shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Term with respect to any item of Property, Seller's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Purchaser, subject to Seller's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Purchaser's need for the Property is not expected to diminish during the term of the Agreement; (e) Purchaser has funds available to pay Installment Payments until the end of its current appropriation period, and it intends to request funds to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement; (f) the Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

RISK OF LOSS COVENANTS: Purchaser shall not be required to indemnify or hold Seller harmless against liabilities arising from the Agreement. However, as between Seller and Purchaser, and to the extent permitted by law, Purchaser shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, use or operation thereof, except that Purchaser shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Purchaser has surrendered possession of the Property in accordance with the terms of the Agreement to Seller or that arise directly from the gross negligence or willful misconduct of the Seller.

BINDING OBLIGATION: Seller and Purchaser understand and intend the obligation of Purchaser to pay Installment Payments under this Agreement and the Property Schedule shall constitute a binding contractual obligation of Purchaser for the full Term. Purchaser covenants to include all such Installment Payments in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor the Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder without the necessity of providing notice to or obtaining the consent of Purchaser; provided that Purchaser shall have no obligation to make payments to any assignee unless and until Purchaser has received notice of the name, address and tax identification number of the assignee. The initial Seller or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Purchaser agrees that if Seller sells, assigns or transfers this Agreement, Seller's assignee will have the same rights and benefits that Seller has now and will not have to perform any of Seller's obligations. **Purchaser agrees that Seller's assignee will not be subject to any claims, defenses, or offsets that Purchaser may have against Seller.**

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Purchaser of any or all items of Property wherever found and for this purpose enter upon Purchaser's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Purchaser and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys' fees; (c) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: This Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Purchaser's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

APPLICATION NO.
2730261

EQUIPMENT FINANCE

Property Schedule to Tax-Exempt Installment/Purchase Agreement

This **Property Schedule** is entered into pursuant to the Tax-Exempt Installment/Purchase Agreement between Seller and Purchaser.

1. Entire Agreement; Interpretation: The terms and conditions of the Tax-Exempt Installment/Purchase Agreement (the "Agreement") are incorporated herein. The Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Seller and Purchaser with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document.

2. Commencement Date: The Commencement Date of this Property Schedule is the date that Seller pays Vendor for the Property.

3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

4. Term and Payments: The Term and Installment Payments are per the attached Exhibit B Amortization and Installment Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Installment Payments, the date of deposit of the Property Cost into the escrow by Seller shall be used. Purchaser shall have the option to prepay the Installment Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Installment Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.

5. Certificate of Acceptance: Attached as Exhibit C, hereto.

6. Expiration: Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by 03/09/2021.

7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is $41100.00.

8. Purchaser's General and Incumbency Certificate: Purchaser has provided the Purchaser's General and Incumbency Certificate in the form attached as Exhibit D, hereto.

9. Purchaser's Counsel's Opinion: If required by Seller, Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.

10. Private Activity Issue. Purchaser understands that among other things, in order to maintain the exclusion of the interest component of Installment Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

    Purchaser will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Purchaser or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as **"**Non-Qualified Use".

    Throughout the Measurement Period, all of the Property is expected to be owned by Purchaser. Throughout the Measurement Period, Purchaser will not permit the Non-Qualified Use of the Property to exceed 10%.

11. Bank Qualification: Purchaser designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding $10,000,000.

_____ Purchaser initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance		**VAN BUREN COUNTY OF**	
Seller		Purchaser	
		X	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title
		X	
		Attest By Signature	
		Print Name	Title

US Bank EQUIPMENT FINANCE

Exhibit A

APPLICATION NO.
2730261

Property Description

VENDOR:
APPLIED IMAGING

STREET ADDRESS	CITY	STATE	ZIP
5555 GLENWOOD HILLS PKWY	GRAND RAPIDS	MI	49512

PROPERTY DESCRIPTION

QUANTITY	DESCRIPTION	SERIAL NUMBER	PROPERTY LOCATION
3	RICOH MP 4055		212 EAST PAW PAW ST PAW PAW, MI 49079
1	RICOH MP 4055		219 EAST PAW PAW ST PAW PAW, MI 49079
1	RICOH IM C6000		219 EAST PAW PAW ST PAW PAW, MI 49079
1	RICOH IM C4500		1007 West Wells Street, South Haven, MI 49070
1	RICOH IM C4500		212 EAST PAW PAW ST PAW PAW, MI 49079

PURCHASER ACCEPTANCE

NAME OF PURCHASER	SIGNATURE	TITLE	DATED
VAN BUREN COUNTY OF	X		

usbank EQUIPMENT FINANCE

EXHIBIT B

APPLICATION NO.
2730261

Amortization and Installment Payment Schedule

Term: 60 months

Payment Structure: MONTHLY

Interest Rate: 7.42%

If the Installment Payment Dates are not defined in this Amortization and Installment Payment Schedule, the first Installment Payment shall be due 30 days after the Commencement Date and each subsequent Installment Payment shall be due monthly thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
BEGINNING BALANCE				41,100.00	
1	822.00	254.14	567.86	40,532.14	41,748.10
2	822.00	250.63	571.37	39,960.77	41,159.59
3	822.00	247.09	574.91	39,385.86	40,567.44
4	822.00	243.54	578.46	38,807.40	39,971.62
5	822.00	239.96	582.04	38,225.36	39,372.12
6	822.00	236.36	585.64	37,639.72	38,768.91
7	822.00	232.74	589.26	37,050.46	38,161.97
8	822.00	229.10	592.90	36,457.56	37,551.29
9	822.00	225.43	596.57	35,860.99	36,936.82
10	822.00	221.74	600.26	35,260.73	36,318.55
11	822.00	218.03	603.97	34,656.76	35,696.46
12	822.00	214.30	607.70	34,049.06	35,070.53
13	822.00	210.54	611.46	33,437.60	34,440.73
14	822.00	206.76	615.24	32,822.36	33,807.03
15	822.00	202.95	619.05	32,203.31	33,169.41
16	822.00	199.13	622.87	31,580.44	32,527.85
17	822.00	195.27	626.73	30,953.71	31,882.32
18	822.00	191.40	630.60	30,323.11	31,232.80
19	822.00	187.50	634.50	29,688.61	30,579.27
20	822.00	183.58	638.42	29,050.19	29,921.70
21	822.00	179.63	642.37	28,407.82	29,260.05
22	822.00	175.66	646.34	27,761.48	28,594.32
23	822.00	171.66	650.34	27,111.14	27,924.47
24	822.00	167.64	654.36	26,456.78	27,250.48
25	822.00	163.59	658.41	25,798.37	26,572.32
26	822.00	159.52	662.48	25,135.89	25,889.97
27	822.00	155.43	666.57	24,469.32	25,203.40
28	822.00	151.30	670.70	23,798.62	24,512.58
29	822.00	147.16	674.84	23,123.78	23,817.49

30	822.00	142.98	679.02	22,444.76	23,118.10
31	822.00	138.79	683.21	21,761.55	22,414.40
32	822.00	134.56	687.44	21,074.11	21,706.33
33	822.00	130.31	691.69	20,382.42	20,993.89
34	822.00	126.03	695.97	19,686.45	20,277.04
35	822.00	121.73	700.27	18,986.18	19,555.77
36	822.00	117.40	704.60	18,281.58	18,830.03
37	822.00	113.04	708.96	17,572.62	18,099.80
38	822.00	108.66	713.34	16,859.28	17,365.06
39	822.00	104.25	717.75	16,141.53	16,625.78
40	822.00	99.81	722.19	15,419.34	15,881.92
41	822.00	95.34	726.66	14,692.68	15,133.46
42	822.00	90.85	731.15	13,961.53	14,380.38
43	822.00	86.33	735.67	13,225.86	13,622.64
44	822.00	81.78	740.22	12,485.64	12,860.21
45	822.00	77.20	744.80	11,740.84	12,093.07
46	822.00	72.60	749.40	10,991.44	11,321.18
47	822.00	67.96	754.04	10,237.40	10,544.52
48	822.00	63.30	758.70	9,478.70	9,763.06
49	822.00	58.61	763.39	8,715.31	8,976.77
50	822.00	53.89	768.11	7,947.20	8,185.62
51	822.00	49.14	772.86	7,174.34	7,389.57
52	822.00	44.36	777.64	6,396.70	6,588.60
53	822.00	39.55	782.45	5,614.25	5,782.68
54	822.00	34.72	787.28	4,826.97	4,971.78
55	822.00	29.85	792.15	4,034.82	4,155.86
56	822.00	24.95	797.05	3,237.77	3,334.90
57	822.00	20.02	801.98	2,435.79	2,508.86
58	822.00	15.06	806.94	1,628.85	1,677.72
59	822.00	10.07	811.93	816.92	841.43
60	822.00	5.08	816.92	0.00	0.00
	49,320.00	8,220.00	41,100.00		

This Amortization and Installment Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

PURCHASER ACCEPTANCE

VAN BUREN COUNTY OF	X		
NAME OF PURCHASER	SIGNATURE	TITLE	DATED

Exhibit C

APPLICATION NO.
2730261

EQUIPMENT FINANCE

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Installment/Purchase Agreement dated as of and the related Property Schedule, between Seller and Purchaser (the "Agreement").

1. Property Acceptance. Purchaser hereby certifies and represents to Seller that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Purchaser will immediately begin making Installment Payments in accordance with the times and amounts specified herein. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER.

2. Billing Address. If billing address differs from the address listed on the Tax-Exempt Installment/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Purchaser has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

VAN BUREN COUNTY OF

Purchaser

X

Signature

Print Name Title

US bank EQUIPMENT FINANCE

Exhibit D

APPLICATION NO.
2730261

Purchaser's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of , between VAN BUREN COUNTY OF, as Purchaser ("Purchaser") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Seller.

The undersigned, being the duly elected, qualified and acting official of Purchaser holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Purchaser did, at a meeting of the governing body of the Purchaser, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Installment/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Purchaser at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Purchaser relating to the authorization and delivery of the Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Purchaser.
5. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin in the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

VAN BUREN COUNTY OF	X	
Purchaser	Signature of Person to Sign Agreement	Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement	Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Installment/Purchase Agreement and Property Schedule dated as of , between **VAN BUREN COUNTY OF**, as Purchaser ("Purchaser") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Seller ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk or other duly authorized official or signatory of the Purchaser does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Purchaser at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Purchaser held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X	
Signature of Secretary, Clerk or other duly authorized official or signatory of Purchaser (Cannot be same as Person Signing Agreement)	Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate	Print Date that Above Person Signed this Certificate

US Bank
EQUIPMENT FINANCE

APPLICATION NO.
2730261

Insurance Authorization and Verification

Re: Tax-Exempt Installment/Purchase Agreement dated as of , between Purchaser and Seller.

Seller: U.S. Bank Equipment Finance
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Purchaser: VAN BUREN COUNTY OF
219 E PAW PAW ST
PAW PAW, MI 49079

TO THE PURCHASER: In connection with the above-referenced Tax-Exempt Installment/Purchase Agreement and the Property Schedule thereunder each dated: (the “Agreement”), Seller requires proof in the form of this document, executed by both Purchaser* and Purchaser’s agent, that Purchaser's insurable interest in the financed property (the “Property”) meets Seller’s requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

SELLER, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Seller. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification.

Purchaser must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Purchaser must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $41100.00**, with deductibles no more than $10,000.00.**

**Purchaser: Please execute this form and return with your document package.* Seller will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Purchaser’s agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371.

By signing, Purchaser authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

NAME OF AGENCY		NAME OF AGENT		
STREET ADDRESS		CITY	STATE	ZIP
PHONE	FAX	E-MAIL		

PURCHASER ACCEPTANCE

X

NAME OF PURCHASER | SIGNATURE | TITLE | DATED

TO THE AGENT: ***In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Seller at*** **866-405-8329*****. This fully endorsed form shall serve as proof that Purchaser's insurance meets the above requirements.***

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE

X

NAME OF AGENCY | SIGNATURE | PRINT NAME | DATED

Insurable Value: $41100.00

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.

EQUIPMENT FINANCE

Tax-Exempt Installment/Purchase Agreement

APPLICATION NO.
2730261

Addendum (MICHIGAN)

THIS ADDENDUM, which is entered into between U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") ("Seller") and VAN BUREN COUNTY OF ("Purchaser"), is intended to modify and supplement Property Schedule (the "Property Schedule") to the Tax-Exempt Installment/Purchase Agreement or Master Tax-Exempt Installment/Purchase Agreement (as applicable) between Seller and Purchaser dated as of [__________] (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (a) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2) *[attach computation of such test]*; and (b) if Purchaser is a city, township, village or school district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721 *[attach computation of such test.]*.

The parties agree that the Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if Purchaser is a county), or Mich. Comp. Laws Section 123.721 (if Purchaser is a city, township, village or school district).

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance		**VAN BUREN COUNTY OF**	
Seller		Purchaser	
		X	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title
		X	
		Attest By Signature	
		Print Name	Title

APPLIED IMAGING

Maintenance Plan

Customer Information			
Company Name:	Van Buren County	Meter Phone:	
Meter Contact:			
E-Mail:			
Fax:		Delivery Contact Phone:	
Delivery Contact:	Frank Hardester	(269) 251-8200	

Date:	12/14/2020
Customer #:	
Representative:	Tony Fales
Meter Type:	FM Audit
Invoice Frequency:	Monthly
Overage Frequency:	Monthly

Make/Model	B&W Rate	Color Rate	Monthly Base Payment*	B&W Base Allowance	Color Base Allowance	Start Meter
Ricoh MP 4055SP	$ 0.00450	$ -		zero	-	
Ricoh MP 4055SP	$ 0.00450	$ -		zero	-	
Ricoh MP 4055SP	$ 0.00450	$ -		zero	-	
Ricoh IM C6000	$ 0.00450	$ 0.03900		zero	zero	
Ricoh IM C4500	$ 0.00450	$ 0.03900		zero	zero	
Ricoh IM C4500	$ 0.00450	$ 0.03900		zero	zero	
Ricoh MP 4055SP	$ 0.00450			zero		

Special Instructions:

Cancel contract on device ID Number(s): 28937, 24019, 50647, 50649, 50648, 59624

*All Base Amounts are Monthly - For Payments Increments Other than Monthly Take the Base and Multiply by the Number of Months Between Invoices

1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging.
2. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. Monday through Friday (except National holidays), unless other arrangements have been made.
3. The maintenance service plan includes all necessary parts with the following exceptions:
   a. Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment.
   b. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
   c. Any system software or related connectivity support.
4. Maintenance with supplies agreements include toner, developer and photoreceptor (drum). These agreements do not include paper, staples or freight.
5. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided.
6. Wide Format contracts include P&L only. Supplies and Print Heads are not included.

Acceptance				Decline Maintenance	
Customer Signature	Date	Print Name	Title	Signature	Date
X					

Network Connectivity Setup and Support

This includes the initial network configuration of the devices listed above. I agree to allow Applied Imaging to perform the services detailed on the back of this agreement. I understand that if I do not provide the necessary information listed on the back that configuration may be delayed. I understand that if I have needs outside of this scope that they may be subject to additional charges. This maintenance plan includes ongoing network support as it relates to printing, scanning and faxing. Please see the Network Connectivity Setup and Support section of the Terms and Conditions for further details.

Phone: ____________________

Network Contact: ____________________ Network Email: ____________________

Initial to Accept [ ] Initial to Decline [ ]

Meter Readings

Applied Imaging offers - free of charge - an application that can automatically gather the meters from your print devices. Applied Imaging will install this application on your print server or workstation unless otherwise noted in the Meter Comments below.

METER COMMENTS

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve a salary exception request for an Assistant Prosecuting Attorney position at the 7-year salary level (level G) of the Assistant Prosecuting Attorney Scale, and;

WHEREAS, the position to fill the vacancy created by the departure of Eric Jenkins was posted on December 22, 2020. To date, the Prosecutor's Office has received 4 applications for the position. 3 of the applicants are recent law school graduates. 1 applicant currently has just under 7 years of experience and is currently employed as an APA in a neighboring county, and;

WHEREAS, Eric Jenkins has been the primary Circuit Court Prosecutor and Appellate Attorney for the last several years. Due to the inability to conduct jury trials during the pandemic, there is a back-up of over 25 cases waiting to be tried in Circuit Court. The Prosecutor's Office needs an experienced trial attorney able to try several of these cases while handling the incoming case load, and;

WHEREAS, rather than the posted rate of $54.132.00, they would be requesting a higher rate that mirrors what they were making at their current county. We are proposing they start at the 7-year salary level G- $87,496.50. Because of the experience of this candidate and the need to replace the Circuit Court Prosecutor position, we feel this is an appropriate starting pay. Eric Jenkins was scheduled to receive his 7-year step increase this month, and;

WHEREAS, there will be no financial impact as this salary has already been budgeted for the Prosecuting Attorney's Office.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to approve a salary exception for an Assistant Prosecuting Attorney position at the 7-year salary level of the Assistant Prosecuting Attorney Scale.

Signed: ____

____

____

____

____

____

Date: January 26, 2021 ____

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

Description

- **Michigan Trout Unlimited Correspondence**
- **Fahey Schultz Burzych Rhodes Correspondence**
- **Antwerp Township Correspondence**

November 3, 2020

To: Andrew Granskog, USDA Rural Development, 3001 Coolidge Rd., Suite 200, East Lansing, MI 48823; 517-324-5209; andy.granskog@usda.
From: Bryan Burroughs, Ph.D., Executive Director, Michigan Trout Unlimited, PO Box 442, Dewitt, MI 48820; 517-599-5238; bryanburroughs@michigantu.org
Re: Mattawan, MI Wastewater Treatment Facility Alternatives Assessment

Michigan Trout Unlimited is a Michigan 501C3 non-profit organization, with a mission of conserving and protecting coldwater fisheries and the watersheds that support them. The assessment of alternatives document, for the city of Mattawan, MI proposed alternative wastewater treatment facility was public noticed, and the following are our comments and concerns regarding the information provided and accessible to us as of November 3, 2020.

The proposed alternatives seek to discharge treated wastewater from the newly constructed facility, into Hayden Creek. From the information provided or accessible to us at this time, we have identified Hayden Creek as coldwater trout stream, and we understand at this time that it is managed as a trout stream by the Michigan Department of Natural Resources, and we understand that past fisheries surveys of the creek, indicate that it supports a wild, self-sustaining population of brown trout. We also understand that from the limited information provided in the FAQ document that we found accompanying the alternatives assessment, that it was predicted to have a 95% exceedance flow of 3.4 cfs.

Our concerns as of now, primarily relate to the assessment or implications of the discharge of wastewater to the creek.

1.) Data. The assessment document, largely ignored the need to assess environmental impacts from the resulting discharges to the creek from the proposed facility. The assessment document largely based its omission of these possible impacts, by citing that the required NPDES permit would be structured as to prevent these impacts, and thus focused its assessments of impacts only on land, cultural or species of concern issues. We find that to be an omission of critical impact assessment. Further, we would desire to see more specific information and justifications of the information concerning the flow predictions for the creek (are those mentioned in the FAQ document from statewide predictions (from the Water withdrawal assessment tool, or from actual empirical measures of the flow in the creek?). We are highly involved with the state's water withdrawal assessment tool, and know well the limitations of the predictions it offers for particular small streams. There were also, no supporting documentation provided as to the predictions of the discharge volumes predictions in the FAQ, and neither were provided in the assessment report directly). Also, no mention was given as to background existing levels of total phosphorus in the creek presently. Also, no mention of the fisheries status of the creek was given in the alternatives assessment.

2.) Discharge Water Volumes as mechanism of impact. The FAQ document cited predictions that the facility would discharge on average, 0.6 cfs of water into the creek, and upon a 20 year time horizon, might increase to 1.3 cfs. Taken as averages, these levels of discharge constitute an 18 – 38% increase in the 95% exceedance flows of the creek. It will be important to understand the temporal variability in discharge volumes from the facility, to better understand how and under what circumstances discharge flows will peak. Our concern is in how this significant increase in the flows of a small creek, will lead to geomorphic instability and changes to the physical elements of the creek. Streams are a physical balance between the water flow (volumes and pattern), stream channel, and sediment supply of a stream. When one of those variables is altered, the others will adjust due to it. Because of the small size of the creek, these discharges from the proposed facility constitute significant increases in the flow of the creek, and these should be expected, following laws of physics and geomorphology, to result in changes to the stream itself. There are tools to predict the extent of these changes. On a general level though, it is sound to expect that increasing flows in this small creek, will result in some level of stream bank and/or streambed erosion as the channel must adjust to the new flow levels. This is of interest and concern to us, and we feel this needs to be evaluated as part of the project assessment and in permitting.

3.) Total Phosphorus as mechanism of impact. The assessment report relied on mention of the NPDES permit requirement to address nutrient impact assessment. Nutrient impact from discharges are a major form of impact mechanism, and we therefore need to know more about the potential of the proposed treatment mechanisms, in order to assess the impacts of the project. Key pieces of such an assessment of nutrient discharge impacts, is knowing the baseline total phosphorus in Hayden Creek as it's exists today. There are important details within this, such as the appropriate sampling techniques, and number of samples, and the seasonal timing of these samples. Second, is information about how the proposed treatment techniques will capture and limit the release of nutrients to the stream. What is the predicted phosphorus levels of the effluent? With baselines, and predictions of the effluent nutrient levels, and the stream and discharge flow levels, it's then possible to predict what the resulting phosphorus levels in Hayden Creek will be with the project. Phosphorus is not always, but often is the the limiting nutrient in freshwater streams systems, so phosphorus is often the nutrient variable might carefully assessed for discharge impacts. There are numerous sources of research that inform the level of impacts to a stream that are likely to occur with elevated levels of phosphorus. Of course, the Michigan Department of Environment and Great Lakes oversees NPDES permitting, and has narrative nutrient standards as well as tools they rely on to evaluate numeric nutrient levels. We are familiar with Stevenson (~2006) (Appendix A) being used as guidance for evaluating impacts of increased phosphorus. We also offer that Esselman et al. (2015) (Appendix B) studied the impact of phosphorus levels on biomass of brook and brown trout in Michigan streams. Both studies indicate that impacts to coldwater streams begin occurring around 10-15 micrograms TP/L, and that by 25 micrograms/L of TP, impacts are quite significant.
In order for us to properly evaluate or assess the environmental impacts of this proposed facility, at a minimum, we need to be presented data on background levels of TP, predicted effluent levels, flow volumes of the stream and discharge under different flow stage levels, in order to assess what the TP levels in the stream will be due to the facility, and then evaluate them compared to the research on TP impact thresholds for Michigan stream systems. The impacts of nutrient discharges are very much relative to the receiving stream, and because Hayden Creek is both small and a coldwater stream, until we can review relevant data, we must presume that impacts are both possible and likely.

4.) Discharge Water Temperature as mechanism of impact. As Hayden Creek is a designated trout stream, it must also continue to support those coldwater species. Water temperature is a foundational determinant of coldwater fish health, presence and abundance. Again, as the FAQ document mentioned that the predicted discharge of the facility would equal approximately 18 – 38% of the low flow of Hayden Creek, the temperature of the water discharged will be critical. Assessing the impacts of this, requires predictions of the discharge temperatures, and also the thermal regime of the creek. If the creek is very cold, and the discharge minimally warmer, there may be little impact. However, if Hayden Creek is currently at the upward bounds of the thermal tolerance for the coldwater species present, even a minimal increase due to warmer discharges could result in a large collapse of the coldwater fish community present. Zorn et al ( ), provides some guidance on the upper thermal tolerances of different coldwater species, and an example for brown trout is provided (Appendix C). At current, this information and analyses is not provided in the assessment.

5.) Pharmaceuticals in discharge as mechanism of impact. Various forms of pharmaceuticals go untreated in traditional forms of wastewater treatment facilities, and research has elucidated many of the ways this can lead to negative impacts. For fish, this can lead to several outcomes, including reproductive issues. The FAQ document identified the question of how this facility might discharge those. However, we found the answer to be non-informative for the purposes of either assessing the impacts of the proposed project, or for guiding the design of it. The answer provided indicates that these chemicals may not be treated for in the design of the project, but that annual monitoring will occur. However, discovering issues with this after facility construction, will not lend itself to addressing it, after the facility is already constructed. As this is a new proposed facility, we feel it is reasonable for the project design to address this issue proactively.

At this point, we do not feel we have been able to review the information that is needed to fully assess the impacts of the various alternatives, and to truly understand what the impacts may or may not be for Hayden Creek. Due to this, we would have to oppose the currently proposed alternative. However, we would like to review this additional information, and reassess this proposal if this information and analyses become available. If anyone wishes to discuss any of these comments in further detail, please do not hesitate. Thank you for your review of our concerns.

Respectfully,

Dr. Bryan Burroughs
Michigan Trout Unlimited

Appendix A. Biological thresholds of impact to freshwater stream metrics resulting from increased total phosphorus levels.

Total Phosphorus Thresholds (Response Factors) Summary for Michigan [Stevenson et al. (1/19/2006)]

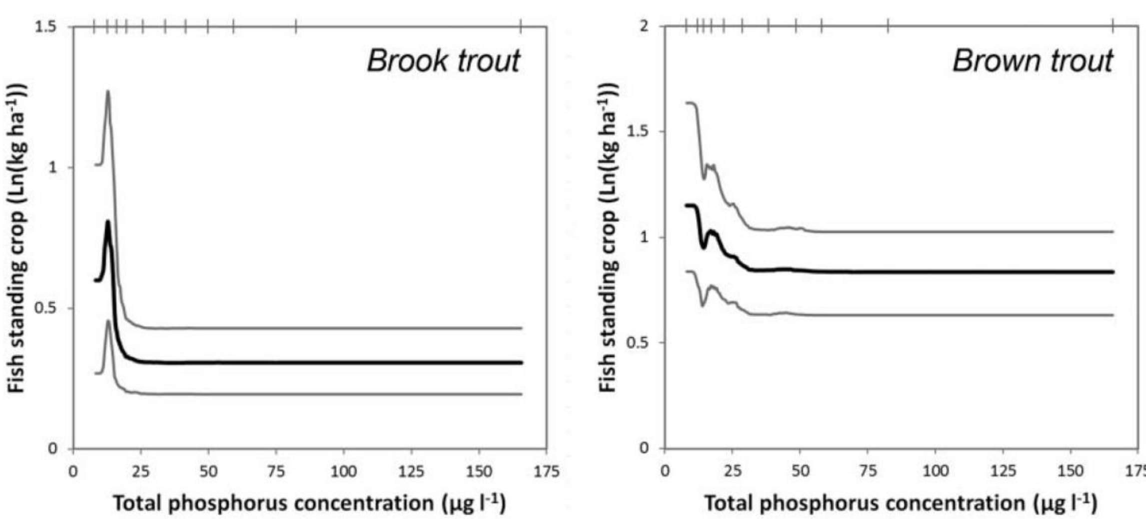
Database	Parameter	TP (ug/l) Threshold	
SAIN-MI	Diatom similarity to reference decreases	10	Low
SAIN-MI	Invert # Tolerant Taxa Increases	10	Low
SAIN-MI	% Sensitive Diatom Indicator drops	15	Low
SAIN-MI	Chlorophyll a increases	15	Low
MRI Data	Trout and cold water fish diversity decreases	15	Low
SAIN-MI	Non-native algal (individuals and taxa) increase	15	Low
SAIN-MI	Invertebrate similarity to reference decreases	15	Low
SAIN-MI	Cladophera cover increases	20	Low
MRI Data	Many fish metrics decrease	20	Low
MRI Data	Sculpin taxa decrease	20	Low
SAIN-MI	Cladophera cover jumps (increases)	30	Medium
SAIN-MI	Sensitive algal taxa drop	30	Medium
SAIN-MI	Invert # Sensitive Taxa decrease	30	Medium
MRI Data	Intolerant fish taxa decrease	30	Medium
MRI Data	Darter taxa decrease	30	Medium
SAIN-MI	Diatoms escape grazing	40	Medium
MRI Data	All and native fish taxa decrease	40	Medium
MRI Data	Moderately tolerant fish taxa decrease	40	Medium
MRI Data	Fish IBI I and II decrease	40	Medium
ILWIMI	Dissolve oxygen decreases	40	Medium
STORET	Water column chlorophyll a increases	45	Medium
STORET	Invertebrate EPT metrics and P51 decrease	>50	High
MRI Data	Cool/Warm Water fish taxa decrease	60	High
MRI Data	Increasing loss of many fish	60	High
MRI Data	Minimum restoration target for fish	80	High

Appendix B. Excerpted slides from Esselman et al. 2015, illustrating impacts of total phosphorus levels on fish biomass, from Michigan streams. Esselman, P.C., R.J. Stevenson, F. Lupi, C.M. Riseng, and M.J. Wiley. Landscape prediction and mapping of game fish biomass, an ecosystem service of Michigan rivers. North American Journal of Fisheries Management 35:302 – 320, 2015.

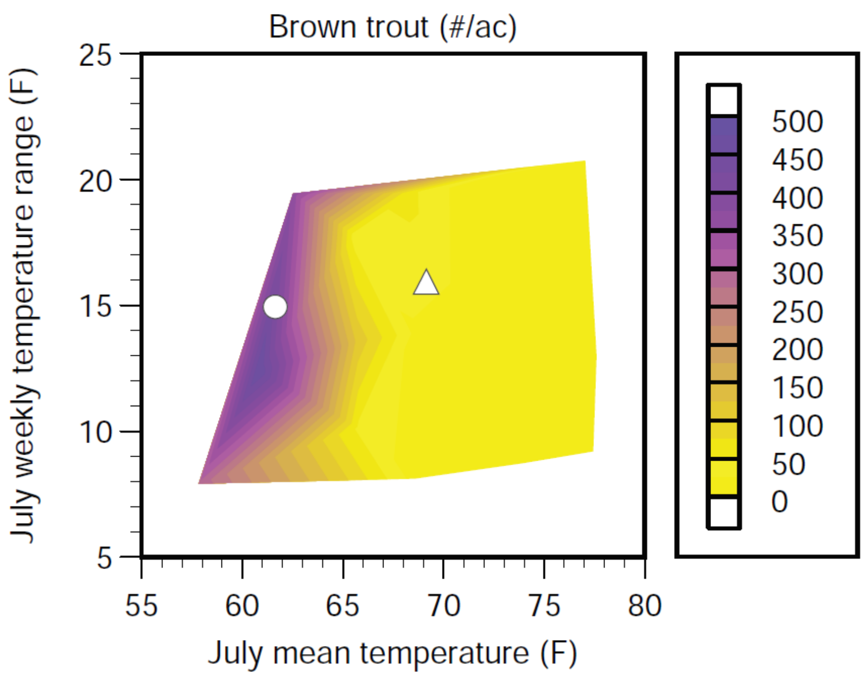
TABLE 3. Relative importance values of each predictor included in each species model expressed as a percentage of the total squared error improvement over all models. See Table S.1 for details about predictor selection for each model. A dash indicates that the predictor was not utilized for the model.

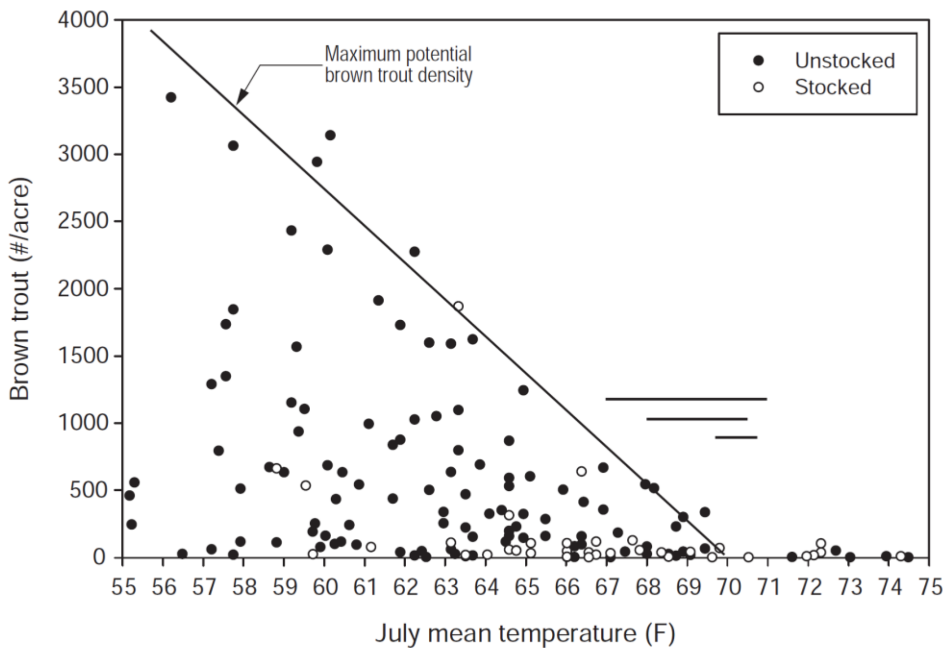
	Model				
Predictor variable	Brook Trout	Brown Trout	Panfishes	Smallmouth Bass	Walleye
Water temperature (°C), predicted July mean	58.7	29.6	55	26.1	10.4
Upstream catchment area (km^2)	8.7	7.6	4.7	23.8	30.4
Predicted base flow total phosphorus (μg/L)	18.7	9.2	9.0	14.9	3.8
90% exceedance flow yield (m^3·s^{-1}·km^{-2})	6.4	21.4	3.8	10.9	—

MAPPING OF MICHIGAN GAME FISH BIOMASS



Appendix C. Chart indicating the thermal tolerance limits and brown trout abundance in Michigan streams, from Zorn et al. 2009. Zorn, T.G., P.W. Seelbach, and M.J. Wiley. 2009. Relationships between habitat and fish density in Michigan streams. Michigan Department of Natural Resources, Fisheries Division Research Report 2091.





Fahey Schultz Burzych Rhodes

ATTORNEYS AT LAW
4151 OKEMOS ROAD
OKEMOS, MI 48864 USA

FSBRLAW.COM
TEL: 517.381.0100
FAX: 517.381.5051

November 9, 2020

Andrew H. Granskog, PE
State Environmental Coordinator
USDA Rural Development
Community Programs
3001 Coolidge Road, Suite 200
East Lansing, Michigan 48823

Via E-Mail

Dear Mr. Granskog:

Re: Village of Mattawan Wastewater Treatment Facility Project

Our law firm represents Almena Township ("Township"). We are submitting this letter on behalf of the Township to comment on an Environmental Assessment ("the Report") that addresses a proposed Village of Mattawan ("Village") Wastewater Treatment Facility that would discharge (via an outfall) into Hayden Creek within the Township ("the Project"). We appreciated your prior correspondence encouraging us to provide our thoughts and concerns.

Almena Township has a duty to protect the health, safety, and welfare of its residents and visitors. Part of this duty includes the preservation of natural resources that benefit not only Township residents, but Van Buren County and the region as a whole. Accordingly, the Township has reviewed the Report to indicate any concerns it has with the Project. To assist with the review of the Report, the Township retained an independent environmental consultant, Mr. Aaron Snell, M.S., of Streamside Ecological Services.

Below are the Township's official comments after initially reviewing the Report within the 14-day comment period outlined in your agency's October 25, 2020 Notice. We organized our concerns as: (1) general environmental wildlife concerns; (2) general concerns with the content of the Report; and (3) the application of 7 CFR 1970 on the Report's content. Given the relatively short notice period, the Township reserves the right to provide future comments related to additional concerns that may arise.

Although the Township appreciates notice of the Report, it cannot support the Project as recommended in the Report due to—among various other reasons detailed below—a lack of analysis of the cold-water fishery in Hayden Creek and a lack of consideration of other more prudent and reasonable Project Alternatives. The Township requests that you address the comments below and it recommends a deeper analysis into the environmental impact by requiring an environmental impact statement.

I. THE CURRENT REPORT FAILS TO ANALYZE VARIOUS ENVIRONMENTAL WILDLIFE IMPACTS, INCLUDING FISHERIES IMPACTS IN HAYDEN CREEK, A MICHIGAN DESIGNATED COLD-WATER TROUT STREAM.

Based on our review of the Report and expert input from Mr. Snell, the Township has several concerns related to various environmental issues that it believes the Report omitted, failed to analyze, or for which conclusions were reached without factual support and documentation. These concerns directly relate to wildlife impacts. In addition, Section II below references other environmental concerns with the Report. Because the Report is not complete nor prepared in compliance with applicable statutory and regulatory requirements, the Township requests additional information and the opportunity to comment further as information is released to us. These requests are solely for the purpose of further evaluation and comment.

As cited in your October 25, 2020 Notice, the intent of an environmental assessment is to ensure compliance with The National Environmental Policy Act of 1969 (42 USC 4231, *et seq.*) and other environmental requirements. These authorities mandate that decisions concerning the Project be based on potential environmental consequences and act to protect, restore, and enhance the human environment. 7 CFR 1970.1. We have organized these comments below in bullet-points to assist your office with its response and further data collection.

1) **Aquatic Wildlife**. The Report fails to address that a discharge into Hayden Creek will disturb aquatic wildlife. Notably:

    a. Hayden Creek is a designated trout stream pursuant to Michigan Fisheries Order-210.08. The Report fails to mention this designation and nowhere even mentions the word "trout." Consideration and analysis of the Project's impact on this designated trout stream and the surrounding watershed are vital environmental considerations. The specific regulations and impact on this special designation, as required, must be included in the Report. It is inappropriate to proceed without this analysis

    b. Hayden Creek was historically stocked with brown trout by the Michigan Department of Natural Resources ("MDNR"), but stocking was discontinued in 1993 because the natural reproduction of brown trout was so successful. Natural reproduction of brown trout in the creek must be encouraged and protected. Unfortunately, the Report fails to address this unique characteristic of the creek, the impact of the Project on natural reproduction, mitigating factors that would be instituted to preserve natural reproduction, and the impact and consequences of failing to preserve this unique environmental resource. The Project cannot proceed without such analysis. Although we understand that the Report is currently in draft form, we are concerned that its failure to address both the creek's designation as a cold-water trout stream and the fact that natural reproduction occurs there, suggests an improper bias towards approval of the Project without necessary analysis that is legislatively mandated. We urge you to conduct a comprehensive unbiased review of these matters.

c. The Report also fails to consider that the MDNR found Hayden Creek provides habitat for multiple pollution-intolerant macroinvertebrates, including caddisflies, mayflies, and stoneflies. The Report must establish by clear evidence that any discharge into Hayden Creek would not disturb these organisms that support the greater ecosystem.

2) **Surface Water Standards**. The Part 4 Rules issued in accordance of Part 31 of the Michigan Natural Resources and Protection Act (See Act 451 of 1994, as amended) require Michigan surface waters to meet various water quality standards. Water bodies designated as cold-water fisheries (like Hayden Creek) are subject to unique rules. There must be analysis of how the proposed discharge into the creek complies with:

   a. R 323.1075 (temperatures of rivers, streams, and impoundments)

   b. R 323.1064 (dissolved oxygen levels)

   c. Heightened water quality regulations for Hayden Creek due to its status as a cold-water trout stream.

   d. Information demonstrating what impact the discharge into Hayden Creek will have on the temperature of Hayden Creek. Because Hayden Creek is a cold-water trout stream subject to various temperature rules, it is imperative that the Report analyzes any increased temperatures to the stream from discharge as temperature increases can significantly disturb the natural reproduction of cold-water fish within the stream. It is also our understanding that Hayden Creek is currently within the higher bounds of being a cold-water stream so even minimal temperature increases may significantly impact its current aquatic wildlife.

   e. Phosphorus levels, including the current phosphorus baseline in Hayden Creek and how that level will be impacted by the proposed discharge. Phosphorus levels can have a significant impact on a stream ecosystem.

3) **Increased Flow**. FAQs from the Village of Mattawan regarding the Project dated October 27, 2020 ("Village FAQs" or "FAQs") indicate increased flow in Hayden Creek due to the proposed Project Discharge. But the Report offers little information and analysis regarding the potential impact of increased flow to the stability of the stream channel or adjacent floodplains and wetlands. To meet the relevant policy and regulatory requirements the Report must:

   a. Provide information and analysis regarding the current stability of the stream.

   b. Note how the discharge amount will increase from .6cfs to 1.3 cfs over 20 years and how the large flow increases will not disrupt the stream bank.

   c. Indicate how the increased flow rates will not create the risk of flooding.

   d. Analyze the impact of the transportation of sand and organic material in Hayden Creek due to increased flow and how Hayden Creek can ensure organic material is available for the food chain and habitat for juvenile fish in the waterway. This is especially important as Hayden Creek has a cold-water fish population that is dependent on natural reproduction.

A practical consideration of these matters would suggest abandoning the Hayden Creek discharge as a project alternative. Again, our concern is that failure to address these issues in the current Report suggests improper bias in favor of this alternative without due consideration of environmental impact on the surrounding area and ecology.

4) **Wetlands**. The Report offers only very limited information regarding impacts to wetlands near the discharge site. However, the National Wetlands Inventory Map notes that much of the corridor contains forested and scrub-shrub wetlands that are generally accepted to be higher-quality wetlands types and important to sustaining a cold-water stream like Hayden Creek. These wetlands are of particular importance to preserve various wildlife. The Township states that the Report must contain information that:

    a. Discusses in detail how any discharge site or pipe would or would not disturb the wetlands. If wetlands will be disturbed, the Township requests the Report address how the Project will minimize disruption or ensure that the removal of wetlands does not degrade Hayden Creek and impact its cold-water status.

        i. See 7 CFR 1970.4, which emphasizes avoiding or minimizing conversions of wetlands. The proposed Alternative is one of the few Alternatives that would disturb wetlands by building sewer pipe and discharging into Hayden Creek.

        ii. Section 3.3 of the Report summarily concludes there would be no disruption to wetlands (while stating wetlands are in the area of the discharge site). The Report must provide detail of what specific activities will occur within the discharge area and demonstrate with clear evidence that those will not disrupt wetlands.

5) **Pharmaceuticals**. There is a growing body of research demonstrative that wastewater facilities have difficulty removing pharmaceuticals that can irreparably damage aquatic ecosystems. The Report fails to address this issue. The Report must analyze potential impacts of pharmaceutical discharge into Hayden Creek and the impact on aquatic wildlife when considering project Alternatives.

    a. Please find examples in (1) N.J. Niemuth, R.D. Klaper, *Emerging wastewater contaminant metformin causes intersex and reduced fecundity in fish*, Chemosphere, 135 (2015) 38–45; (2) *Antidepressant Pharmaceuticals in Two U.S. Effluent-Impacted Streams: Occurrence and Fate in Water and Sediment, and Selective Uptake in Fish Neural Tissue*, Environ. Sci. Technol. 2010, 44, 1918–1925; and (3) *Uptake and Tissue Distribution of Pharmaceuticals and Personal Care Products in Wild Fish from Treated-Wastewater-Impacted Streams*, Environ. Sci. Technol. 2015, 49, 11649−11658.

6) **Fish Hatcheries**. Section 3.5 of the Report indicates no nearby fish hatcheries within the project area under the jurisdiction of the United States Fish and Wildlife Service. The Village's Project FAQs reference the nearby Wolf Lake State Fish Hatchery on the North Branch of the Paw Paw River. Hayden Creek is a part of the Paw Paw River Watershed. See https://www.swmpc.org/pprw.asp. The Report should provide analysis explaining whether Project discharge into Hayden Creek could impact the Wolf Lake State Fish Hatchery (due to the bodies of water being in the same watershed) in greater detail than the summary conclusion in the FAQs.

II. THE TOWNSHIP HAS SEVERAL OTHER GENERAL AND ENVIRONMENTAL CONCERNS WITH THE REPORT.

In addition to the wildlife environmental concerns with the Report, the Township also notes general and other environmental concerns with the Report and Project and respectfully asks your agency to the address the following concerns:

1) **Impact on Homes**. Related to the issue of increased flows into Hayden Creek, there are numerous homes near the discharge point and along the proposed sewer line, including the Trestle Creek Farms subdivision. These homes have wells for drinking water and septic tanks for sanitary sewage. We request the Report analyze whether increased flows on Hayden Creek from the Project will impact the hydrology and the groundwater of the surrounding area impacting nearby residential wells. Further, the Township would like to see general impacts on groundwater or streambank erosion due to increased flows and whether there would be any impacts related to drainage and/or flooding.

2) **Drainage Impacts**. Due to the proposed increased flows into Hayden Creek, the Report must analyze whether the flows will impact the hydrology of the area as it relates to existing drainage infrastructure such as County Drains and the nearby inland lakes (Lime Lake and Mud Lake).

3) **Location of Project**. Section 3.1 of the Report erroneously states that the Village is 18 miles south of Grand Rapids and 28 miles north of Kalamazoo. This is significantly inaccurate geographically. The Township requests a response that demonstrates that all other aspects of the Report analyzed the correct area.

4) **Notice of Project**. The Notice published in the October 25, 2020 edition of The Courier-Leader contains a bolded date of October 20, 2020 within the body of its text. A reader would have to know that the actual publication date was the date in small text in the bottom right corner that appears to have been added by the newspaper (October 25, 2020). Since there is only a 14-day notice period to comment the Report, the erroneous date of October 20, 2020 may have caused interested parties to not comment on the Report, chilling public and stakeholder participation. We request you re-publish the Notice and add an additional 14-day comment period to avoid excluding public comment.

5) **Farmland**. Section 3.1 of the Report indicates all lands in the project area have been converted to non-farm use. Although there has been recent development on the east side of County Road 652 (along proposed sewer pipe route), the Township believes there may be some agricultural activities on fields to the east and it desires additional information confirming whether farmland exists within the project area and how/if the Project will impact any farmland and/or if any prime farmland exists.

6) **Recreation**. The Report does not indicate whether the discharge could impact swimming and/or recreational activities (kayaking, fishing, etc.). The FAQs summarily conclude contact restrictions "are not expected from this discharge." The Report should provide analysis to

conclude whether or not the discharge may cause contact restrictions and hamper recreational activities on Hayden Creek.

7) **Project Alternatives**. The Report is conclusory and seemingly elects a Project Alternative based on cost alone (see legal standards in Section III below). The Report's cost calculations do not consider how the reduction of wastewater customers to the existing Kalamazoo wastewater system may impose additional costs to ratepayers in the current system, other entities, and the City of Kalamazoo given this Alternative. The cost calculations for this Project Alternative also does not itemize or take into account costs for this particular option (that involves a discharge into Hayden Creek) related to further environmental study to investigate the discharge and potential state agencies considerations due to the waterway's special cold-water status. The Report should specify and itemize how costs were calculated for each Project Alternative.

The Township also requests that the City of Kalamazoo should be contacted to clarify the exact costs of performing repairs or replacing existing sewer lines to continue treating the Village's wastewater in order to avoid creating new discharges of treated wastewater into waterways without existing access points. This would assist selecting project alternatives based on cost.

III. APPLICABLE LEGAL STANDARDS REQUIRE MORE ANALYSIS IN THE REPORT.

The Township also believes that the Report needs to be modified to comply with the legal requirements for an Environmental Report (including 7 CFR 1970 cited in the October 25, 2020 Notice). The Township makes the following comments on the Report when applied to legal requirements. (All requests for information in this correspondence are intended to help the Township further evaluate the Project and should not be construed as Township support (or otherwise approval) of the Project once completed):

1) **Project Alternatives**. The Report references Alternative 3 as the recommended alternative "due to costs, operations, and land requirements." This sentence provides limited application of Alternative 3. 7 CFR 1970.13 states that environmental assessments should explore and evaluate whether there are reasonable alternatives that may have fewer or less significant environmental impacts. As addressed above, Alternative 3 appears to be selected primarily on cost. Notably, Alternatives 1, 2, 4, and 5 do not appear to create a new direct discharge into a cold-water trout stream. These Alternatives would not impact the fisheries and other wildlife in Hayden Creek as discussed above. They also do not create a new point-source to discharge treated wastewater. The Township would like to see the Report directly address and compare all environmental considerations and impacts between the Alternative projects especially as they relate to impacts on aquatic wildlife and wetlands. The current lack of comparisons of environmental impacts between all of the options fails to meet the purpose of 7 CFR 1970.1 to "make better decisions based on the environmental consequences of proposed actions" as the Village has no basis to compare the environmental consequences of each Alternative.

2) **Wetland Impact Minimization**. Alternative 3 of the Report does not appear to avoid or minimize environmental impacts or the conversion of wetlands. 7 CFR 1970.4(a). The selected Alternative appears to the be the only project option that would disrupt wetlands by requiring new sewer line and outfall to Hayden Creek, an area surrounded by wetlands as indicated in the Report. As stated above, the Report should compare the environmental impacts of all of the Alternatives, and not just cost.

3) **Pokagon Band of Potawatomi Indians**. The Report does not indicate whether the agency contacted the Pokagon Band of Potawatomi Indians to ensure that the Band is aware of potential impacts and discharge of treated wastewater into Hayden Creek. The Band has a demonstrated interest in contributing to the development of the Paw Paw River Watershed Plan and in certain circumstances develops and implements water monitoring on rivers and streams. See www.pokagonband-nsn.gov/government/departments/natural-resources/environmental-quality. 7 CFR 1970.4(c) requires your agency to involve Indian tribes on project that might impact them to obtain their input. See also 7 CFR 1970.102(a)(5). The Township requests that your agency informs the Band of the Project (in the event they have not) given its interest in the Paw Paw River Watershed Plan, which includes Hayden Creek.

4) **MDNR Fisheries**. Similarly, the Report fails to involve the special expertise of the MDNR Fisheries Division, which has subject-matter expertise in how this proposed discharge will impact the cold-water trout stream, the wetlands surrounding Hayden Creek, and how any discharge may impact the Wolf Lake State Fish Hatchery which is part of the Paw Paw River watershed along with Hayden Creek. See 7 CFR 1970.4(c) and 7 CFR 1970.102(a)(5).

5) **Environmental Impact Statement**. The Township believes it is appropriate to raise the level of environmental review under 7 CFR 1970.10 to require an environmental impact statement. Hayden Creek is a rare cold-water stream that supports the natural sustainable reproduction of brown trout. Further numerous wetlands are in the area of the discharge site/outfall. For all the reasons above (including the selection of Alternative 3, which appears to be the only option with a new discharge site), the Township requests raising the level of environmental review.

6) **Environmental Impacts of Alternatives**. The Report in its current state does not comply with 7 CFR 1970.102(2). It does not address the environmental impacts of Alternatives. Further, it does not discuss the affected aquatic environment (e.g. trout and cold-water fish population) in Hayden Creek, which could be disturbed by this Project.

IV. CONCLUSION

Almena Township appreciates the opportunity to comment on the Report. It hopes your agency will review these comments and address them in any other subsequent report or document consistent with applicable law. Likewise, any subsequent report or document must further address project alternatives, especially on the basis of environmental impact rather than cost. It is also the Township's position that because the Project involves a discharge into the uniquely situated cold-water Hayden Creek, your agency should require an environmental impact study to further evaluate the environmental impacts of the proposed discharge especially as they relate to aquatic wildlife. If you have any questions about these comments please do not hesitate to contact me at the contact information below.

Sincerely,

WILLIAM K. FAHEY
MEMBER
Direct: 517.381.3150
wfahey@fsbrlaw.com

Cc: Bill Van Tassel, Almena Township Supervisor
Greg Potter, Trout Unlimited
Brian Gunderman, MDNR Fisheries Unit Supervisor
Matthew Diana, MDNR Fisheries Biologist
Clyde J. Robinson, Kalamazoo City Attorney
Pokagon Band of Potawatomi, Department of Natural Resources
Jim Marohn, President, SW MI Steelheaders
Dennis Eade, Executive Director, Michigan Steelhead and Salmon Fishermen's Association

DANIEL J. RUZICK, Supervisor
CHANTEL REYNA, Clerk
BONNIE OSBORNE, Treasurer
BRUCE T. CUTTING, Trustee
GARY STOCK, Trustee

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Office Hours:
Mon., Wed., Thurs.
7:00 a.m. – 5:00 p.m.
Tuesday: 7:00 a.m. – 6 p.m.
Friday: Closed
Closed for lunch M, T, W, Th
11:30 a.m. – 12:00 p.m.

November 11, 2020

Village Council
Village of Mattawan
24221 Front Ave.
Mattawan, MI 49071

Council Members,

At a regularly scheduled meeting on Tuesday, November 10, 2020, the Antwerp Township Board of Trustees discussed the proposed installation of the SBE wastewater treatment facility off 25th St, property owned by the Village of Mattawan.

While the Township understands that this is simply the beginning of a process to identify the best course moving forward for the Village, our entire board was a little taken aback that this was our first introduction to the project. We would have preferred representation from the Village to have alerted us prior to the engagement of the feasibility study.

Understanding the construction of the water treatment facility would be within the boundaries of the Village limits, the indirect effects such as the discharge of effluents entering the Township causes concern.

As you are most likely aware, the constitution provides that any municipality's project that requires the use of another jurisdiction's property requires permission from that jurisdiction. After much discussion, the Antwerp Township Board unanimously opposed the use of its road right of way along 25th St, Red Arrow Hwy, and County Road 652 for the discharged effluents to reach Hayden Creek within Almena Township.

Respectfully,

Daniel J Ruzick
Antwerp Township Supervisor

Cc: Van Buren County Road Commission
Van Buren County Board of Commissioners

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
🗋	Baraga County

BARAGA COUNTY MANIFESTO

We, the undersigned county officials, having been duly and Constitutionally elected by the Citizens of Baraga County, Michigan, do hereby declare on this 11th Day of January, 2021:

Since March 10, 2020 the People of the State of Michigan have endured restrictions on their freedom which have not been seen in North America since the days of King George III and the American Revolution. In the face of a worldwide pandemic our political leadership in Lansing has ignored the protections guaranteed to all America citizens by the Bill of Rights in favor of medical models designed to predict the course of a still, for the most part, unknown virus. The result has been the unilateral adoption of clearly unconstitutional measures which treat human beings like herd animals and which arbitrarily pick economic winners and losers. Our citizens' rights to assemble, to freely practice their religion, to travel, to keep their property, businesses and jobs, even to dress as they please have all been swept aside, and to what end? The pandemic rages on and Lansing's failed efforts to control the spread of the virus is blamed on the People themselves rather than the scientific community's admitted lack of data and understanding of COVID 19.

Enough is enough. We have taken an oath to uphold and defend the Constitution of the United States of America, an oath we take very seriously. Accordingly, we hereby put the State of Michigan on NOTICE that we have no intention of participating in the unconstitutional destruction of our citizens' economic security and Liberty. We further declare our intention to take no action whatsoever in furtherance of this terribly misguided agenda. Finally, we call upon the Michigan Legislature to exercise their co-equal authority by adopting constitutionally sound measures which limit the unchecked exercise of executive power, which restore individual responsibility and accountability, and which return Michigan to the ranks of freedom-loving governments everywhere.

Joe Brogan
Sheriff
Baraga County, Michigan

Wendy Goodreau
Clerk & Register of Deeds
Baraga County, Michigan

Lyle Olsen
District 4 Commissioner
Baraga County, Michigan

William C. Rolof
District 5 Commissioner
Baraga County, Michigan

Will Wiggins
District 2 Commissioner
Baraga County, Michigan

Gale Eilola
District 1 Commissioner
Baraga County, Michigan

Joseph P. O'Leary
Prosecuting Attorney
Baraga County, Michigan

Dan Robillard
District 3 Commissioner
Baraga County, Michigan

Jill Tollefson
Treasurer
Baraga County, Michigan

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
	Grand Traverse Pandemic Resolution

Resolution 8-2021

Date: January 20, 2021

Pandemic Resolution

WHEREAS, The Grand Traverse County Board of Commissioners met in regular session on January 20, 2021 and reviewed request to approve and distribute as specified this Pandemic Resolution.

WHEREAS, we live in a time of pandemic;

WHEREAS, we are now entering into the second year of the global pandemic which has impacted every Grand Traverse County citizen in a myriad of ways;

WHEREAS, the threat from the virus, though serious, has resulted in a thwarting of personal freedoms without sufficient regard for ongoing and potentially irreparable economic, emotional, educational and other societal impacts;

WHEREAS, the orders by the MDHHS lack legislative support of the democratically elected representatives, having been initiated unilaterally and unconstitutionally by the Governor of Michigan,

WHEREAS, the orders by the MDHHS have disallowed any degree of personal accountability, eroded constitutional rights of citizens and have placed undue burden and restrictions on local businesses and local employees;

WHEREAS, The Michigan Department of Health and Human Services (MDHHS) has issued orders without providing funding or sufficient guidance for the enforcement of such orders;

WHEREAS, the right and responsibility of individuals to self-determine what is best for their own health, liberty and pursuit of happiness is necessary and ensured by our Constitution, which we have taken an oath to defend and uphold;

THEREFORE, The Grand Traverse County Commission does not support the expenditure of any county funds for the purpose of arrest and prosecution of any person accused of violating MDHHS emergency orders regarding COVID-19, and encourages the Grand Traverse County

Sheriffs Department and The Grand Traverse County Prosecutors Office to make this the lowest priority;

FURTHER, we call upon the citizens of Grand Traverse County to act responsibly with regards to others while determining for themselves what is best for themselves, for their own families and loved ones and how to contend with the ongoing risks associated with the COVID-19 virus;

FURTHER, we call upon local businesses to use their own good judgement to operate in a manner which minimizes risk to patrons while protecting the health and welfare of their business, care for their employees, and the community;

FURTHER, The Grand Traverse County Commission directs this resolution to be sent to all 83 Michigan counties, the State of Michigan House, The State of Michigan Senate, and the Office of Governor Gretchen Whitmer.

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: January 26, 2021
RE:

ATTACHMENTS:

	Description
🗋	Houghton County

RESOLUTION #21-01

IN SUPPORT OF LOCAL BUSINESS

WHEREAS, the Novel Coronavirus (Covid-19) is a respiratory disease that can result in serious illness or death; and

WHEREAS, the Houghton County Board of Commissioners recognizes that Covid-19 is having direct impacts on all County residents, impacts which include but are not limited to, physical and mental health care difficulties, educational constraints, and financial strains; and

WHEREAS, to date, the County has had 2268 cases of Covid-19, or one in 16 residents, and 34 deaths, or one in 1076 residents, and

WHEREAS, the Houghton County Board of Commissioners understands that many local businesses have suffered and continue to suffer economic harm due to Covid-19; and

WHEREAS, Governor Whitmer's administration has now opened the state to most business except, restaurants, bars, night clubs and contact sports; and

WHEREAS, Michigan is currently one of only three states with a statewide ban on indoor dining; and

WHEREAS, we call on Governor Whitmer and the Michigan Legislature offer state grants to financially assist affected small restaurant and bar owners; and

WHEREAS, Houghton County Board of Commissioners recognizes that our citizens and visitors are resourceful, intelligent and capable of safely supporting businesses while following safe Covid-19 protocols; and

NOW THEREFORE, BE IT RESOLVED that the Houghton County Board of Commissioners call upon Governor Whitmer and MDHHS Director Gordon to immediately suspend restrictions on in person dining, bars and indoor rinks.

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to Governor Whitmer, both Speakers of the House of Representatives and the Senate, along with the Michigan Association of Counties and all Counties within Michigan.

Houghton County Board of Commissioners
Albert Koskela, Board Chair and District 2 Commissioner ____________________

Thomas Tikkanen, Vice Chair and District 1 Commissioner ____________________

Glenn Anderson, District 3 Commissioner ____________________

Gretchen Janssen, District 4 Commissioner ______________________

Roy Britz, District 5 Commissioner ______________________

Motion Moved by:

Motion Supported by:

Roll Call Vote: Yes:
No: None.

Motion carried.

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss.
COUNTY OF HOUGHTON)

I, the undersigned, the duly qualified and acting Clerk of the County of Houghton, State of Michigan do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of the County of Houghton at a regular meeting held on the 22nd Day of January, 2021, the original of which Resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Houghton, Houghton, Michigan, this 22nd Day of January, 2021.

____
Jennifer Kelly, Clerk
County of Houghton