

12-01-22-121

RESOLUTION BY COMMISSIONER BRIEVE

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021. It provided funds to aid public health and economic recovery from the COVID-19 pandemic; and

WHEREAS, Kent County received \$127,605,807 in ARPA funding from the federal government through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, Kent County appropriated \$10 million in January 2022 to address emerging issues and \$737,000 in April 2022 to cover additional overtime expenses at the Kent County Sheriff's Office related to COVID-19 medical leave. (summary of the past SLFRF appropriations attached hereto as Exhibit A); and

WHEREAS, Kent County solicited proposals for community and internal transformative projects through six community forums, 33 community meetings, a web portal, online survey, paid advertising, and the assistance of community groups - receiving 3,837 funding group priority ranking responses, 1,545 ideas, 319 community proposals; 13 internal proposals; and

WHEREAS, the 335 community and internal proposals were placed into one of five categories: community health (87); quality of life (100); infrastructure (29); economic innovation and workforce development (92); improving government operations (27); and

WHEREAS, the County reviewed each proposal received for eligibility under the SLFRF guidance and restrictions, sustainability, feasibility, and impact; and

WHEREAS, the Board of Commissioners was provided with a link to the 332 proposals; held a prioritization ranking exercise at a public workshop on October 18, 2022; and received non-binding funding recommendations from the County Administrator/Controller at a public workshop on November 14, 2022; and

WHEREAS, the Board considered all the community and internal proposals and desires to encumber SLFRF funds (summary of the 30 projects attached hereto as Exhibit B),

NOW, THEREFORE, BE IT RESOLVED that the Kent County Board of Commissioners declares the SLFRF funds encumbered and dedicated to such identified uses subject to the following conditions and stipulations:

1. All projects must follow 2 CRF 200 Uniform Guidance, as needed, and will have a set of standard terms and conditions applicable to all projects funded with SLFRF funds. All

projects must have programmatic standards to ensure the intended beneficiaries are receiving the intended services or products.

2. All projects will be subject to continuing eligibility review according to SLFRF Final Rule during the project duration.
3. Projects are subject to additional stipulations where designated in Exhibit B.
4. For projects involving other governmental entities, such contracts will contain all the elements required by applicable state law on intergovernmental agreements along with reporting requirements, pursuant to which the receiving entity will provide requested information about the use of the funds to the County on the timetable set by the County.
5. For Projects involving a purchase of materials or services by contract:
  - a. Timelines, budgets, and milestones/deliverables,
  - b. Funding tied to such milestones/deliverables,
  - c. Release of said funds to be done at the discretion of the County Administrator, in consultation with the Director of Fiscal Services, County auditor (if a specific auditor is engaged), Corporate Counsel, and
  - d. Termination and claw back provisions in the event any milestones/deliverables are not met.
6. For Projects involving a direct grant to a beneficiary:
  - a. Documented proportionality to the harm incurred by pandemic broadly,
  - b. Release of said funds to be done at the discretion of the County Administrator, in consultation with the Director of Fiscal Services, County auditor (if a specific auditor is engaged), Corporate Counsel, and
  - c. Termination and claw back provisions in the event any set standards for the grant are not met.
7. For Projects involving a subrecipient:
  - a. Subrecipients are also bound to 2 CRF 200 Uniform Guidance,
  - b. Timelines, budgets, and milestones/deliverables,
  - c. Funding tied to such milestones/deliverables,
  - d. The County shall be listed as a third-party beneficiary entitled to enforce the contract between the original grantee and the subrecipient.
  - e. Release of said funds to be done at the discretion of the County Administrator, in consultation with the Director of Fiscal Services, County auditor (if a specific auditor is engaged), Corporate Counsel, and

- f. Termination and claw back provisions in the event any milestones/deliverables are not met.
  
8. For all projects in paragraphs 2 through 6 above, contracts will include:
  - a. The identification of a set project manager who will be responsible to the County to report to the County on all requirements and all requests for information.
  - b. Deadlines for the acquisition of any additional funding needed to complete the project according to the proposal or the funding recommendation,
  - c. Reporting requirements pursuant to which project managers will provide to the County, in the format required by the County and the US Treasury.
  - d. Standard terms and conditions meeting the requirements of SLFRF and applicable County policies, including but not limited to, indemnification and insurance provisions, obligations to return grant money in the event of failure to meet contract terms, FOIA compliance, records access, and coordination of media releases.
  
9. All contracts must be reviewed and approved as to form by Corporate Counsel and the Director of Fiscal Services.
  
10. Kent County Board Chair and/or Administrator/Controller are authorized to execute all contracts and related documents.

Commissioner Brieve moved the resolution be adopted.

**EXHIBIT A**

*American Rescue Plan Allocation\**  
*January 25, 2022*

- Fuller Campus Clinic Modification - \$3,100,000
- Knapp Corner Drain Project Planning - \$2,000,000
- 2022 Food Service Licensing Fee – \$1,300,000
- Organizational Improvement and Employee Wellbeing & Development - \$1,000,000
- Kent County Convention and Arena Authority Revenue Loss – \$680,000
- COVID vaccinations, monoclonal antibodies, testing, contact tracing, outreach - \$500,000
- ARPA Consultant Support - \$500,000
- Isolation shelter for COVID positive people who are unhoused - \$335,000
- Administrative, contract services, general support - \$200,000
- Winter emergency shelter to accommodate social distancing - \$165,000
- Broadband Initiative Consultant Support - \$125,000
- Inclusion Strategic Plan - \$55,000
- Mental Health Crisis System Data and Communication - \$40,000

*American Rescue Plan Allocation*  
*April 21, 2022*

- Kent County Sheriff's Office - \$737,000

\*These numbers are allocations not funds spent.

**EXHIBIT B**

*(Stipulations included on this list are in addition to stipulations referenced in the body of the resolution)*

**\$17,500,000** · Kent County Revolving Housing Fund · Kent County/Fund Administrator TBD · Staff will identify a Community Development Financial Institutions (CDFI) to manage this fund which will be required to provide matching funds for the initial investment. Kent County/Fund Administrator will maximize the impact of this investment by seeking additional matching funds from the community.

**\$500,000** · Kent County Equitable Housing Initiative · Housing Next

**\$500,000** · Four Star Theatre Renovation · Marcus Ringnalda · Kent County Administration will be required to approve the project's scope of work.

**\$4,000,000** · Boston Square Hub · Amplify GR

**\$2,000,000** · Krause Memorial Library · City of Rockford · The capital campaign must be completed with binding commitments for all funding required for the project by October 1, 2023.

**\$1,000,000** · The Junior Achievement Free Enterprise Center · Junior Achievement of the Michigan Great Lakes

**\$2,000,000** · Nourish Tomorrow Advancement Campaign · Feeding America West Michigan

**\$1,000,000** · Preventative Animal Control by Increasing Pet Owner Access to Veterinary Care · Community Spay Neuter Initiative Partnership (C-SNIP)

**\$3,923,356** · Behavioral Health Crisis Center · Kent County/Network 180

**\$15,000,000** · Kent County Parks/Greenway · Kent County (Exhibit C)

**\$2,837,500** · School Safety Radio Network · Kent County/Kent County Sheriff's Office

**\$6,000,000** · Medical Examiner Facility · Kent County

**\$3,800,000** · Lead Remediation - Paint, Pipe and Training · Kent County/Kent County Health Department

**\$1,000,000** · Sports Complex Expansion · West Michigan Sports Complex

**\$6,000,000** · Wyoming City Center Bridge and Trail Activation · City of Wyoming

**\$6,000,000** The Grand Agricultural Center of West Michigan Kent County Youth Agricultural Association · Kent County Youth Agricultural Association

**\$6,000,000** · John Ball Zoo Expansion & Enhanced Community Engagement · *All projects are subject to approval by the John Ball Zoo Board of Directors and must include evidence of neighborhood engagement. This funding will fully satisfy the remaining Capital Project Funding obligations stipulated in the original Zoo Agreement with Kent County.*

**\$1,000,000** · Grand Rapids Public Museum West Entry and Gathering Space · Grand Rapids Public Museum

**\$4,000,000** · Kent County Domestic Violence Action Network · Domestic Violence Community Coordinated Response Team

**\$8,500,000** · Transforming Kent County's Road Network · Kent County Road Commission · *The funding must be matched with federal, state, or local dollars.*

**\$500,000** · Capital Enhancements for Facilities Serving Older Adults · Kent County/Area Agency on Aging of Western Michigan · *This funding can only be applied to proposals submitted for the Walker Senior Neighbors Senior Center and Lowell Senior Neighbors Senior Center.*

**\$1,000,000** · United Methodist Community House 900 · United Methodist Community House · *The capital campaign must be completed with binding commitments for all funding required for the project by October 1, 2023. Funding cannot be used for land acquisition, pavement resurfacing, or street beautification.*

**\$3,000,000** · PFAS Remediation - Water Main Extension in Cascade Township Phase I and II · City of Grand Rapids/Cascade Township · *Any agreement must include specific itemization that funds can only to be used for the waterline install, the laterals, and the abandonment of wells and releases Kent County and the Gerald R. Ford International Airport from any PFAS claims from the City of Grand Rapids and Cascade Township. The contract must be fully executed before construction begins on Phase 1 or no later than 90 days.*

**\$1,000,000** · Fuel the Movement: Innovative Workforce Development for Economic Mobility · Grand Rapids Center for Community Transformation

**\$1,000,000** · West Michigan Construction Institute Phase II Expansion · West Michigan Construction Institute · *The contract must include language that states "WMCI is open to providing information to students, upon their request, regarding construction education/training opportunities that may exist outside of the WMCI that matches the student's objectives in pursuing a career in the construction industry."*

**\$138,000** · SMB & Workforce Development Support & Training · Wyoming/Kentwood Chamber of Commerce

**\$2,000,000** · Community, Economic and Workforce Development Through A Community Development Financial Institutions Fund in Kent County's Hispanic Community · Hispanic Center of West Michigan

**\$4,000,000** · Community Development Financial Institutions Fund (CDFI) for Kent County's African American Community · Urban League of West Michigan · *The Urban League is charged with partnering with an accreditation agency on a CDFI to award business and workforce development initiatives and art and cultural amenities in the African American community. Kent County, or its designee, must be involved with establishing the program rules and has final authority to ensure compliance under U.S. Treasury guidelines.*

**\$1,000,000** · A Place-Based Approach to Reducing Health Disparities in Kent County's African American Community · Grand Rapids Health Institute · *Kent County Administration will be required to approve the project's scope of work.*

**\$2,000,000** · Live. Work. Thrive · AYA Youth Collective

### EXHIBIT C

The \$15,000,000 for the Kent County Parks/Greenway will be used for the following projects:

#### Grand River Greenway - \$10M

- Trailheads – Parking, Restrooms, Trail and River access – (\$4.5M)
  - o Johnson Park
  - o Chief Hazy Cloud Park
  - o Lowell Regional Greenspace
  
- Trail Development – (\$5.5M)
  - o Engineering
  - o Tunnels and/or bridges
  - o Expedited construction of trail through partnering Townships

#### Greenspace Development/Acquisition - \$5M

- Thornapple Riverbend Greenspace (*development/acquisition*)
- Two Rivers Greenspace (*development/acquisition*)
- Millennium Park –Sietsema parcel (*acquisition*)
- Wahlfield Park (*development*)
- 12 Mile Greenspace – adding 27 acres to our existing 15 acres 12 Mile White Pine Trailhead/Rogue River Access (*development/acquisition*)

Development for the above projects *may* include the following elements:

- o Parking areas
- o Restrooms
- o Multi-use trail systems...paved and natural surface
- o River access
- o Habitat restoration
- o Connections to existing Paved Trail systems
- o Revenue generating Shelters

**Note:** If additional funding is secured from another source or matching funding is not obtained, funding will be reverted to other Parks projects or the Greenway.