



County of Ottawa

Board of Commissioners

Philip D. Kuyers
Chairperson

James C. Holtrop
Vice-Chairperson

12220 Fillmore Street, Room 310, West Olive, Michigan 49460

West Olive (616) 738-4898

Fax (616) 738-4888

Grand Haven (616) 846-8295

Grand Rapids (616) 662-3100

Website: www.miOttawa.org

May 19, 2010

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, May 25, 2010 at 1:30 p.m.**, for the regular **May** meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Rycenga
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
 - A. Presentation of Certificates of appreciation to individuals involved in the December 2008/January 2009 Ice Jam on the Grand River in Grand Haven, Lieutenant Brian Whitsett, MSP Emergency Management, District Coordinator
6. Public Comments and Communications from County Staff
7. Approval of Agenda
8. Actions and Reports
 - A. Consent Resolutions:

From the County Clerk

1. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the Minutes of the May 11, 2010 Board of Commissioners Meeting and the May 11, 2010 Board of Commissioners Work Session.

Joyce E. Kortman Dennis W. Swartout Jane M. Ruiter Matthew M. Hehl Roger G. Rycenga
Gordon D. Schrottenboer Robert W. Karsten James H. Holtvluwer Donald G. Disselkoen

2. Payroll
Suggested Motion:
To authorize the payroll of May 25, 2010 in the amount of \$_____.

From the Finance and Administration Committee

3. Monthly Accounts Payable for May 1, 2010 through May 14, 2010
Suggested Motion:
To approve the general claims in the amount of \$2,642,076.68 as presented by the summary report for May 01, 2010 through May 14, 2010.
4. Monthly Budget Adjustments
Suggested Motion:
To approve the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of April 2010.

From Administration

5. Ottawa County Human Resources 2009 Annual Report
Suggested Motion:
To receive for information the Ottawa County Human Resources 2009 Annual Report.
6. Ottawa County Parks and Recreation 2009 Annual Report
Suggested Motion:
To receive for information the Ottawa County Parks and Recreation 2009 Annual Report.
7. West Michigan Enforcement Team (W.E.M.E.T.) 2009 Annual Report
Suggested Motion:
To receive for information the West Michigan Enforcement Team (W.E.M.E.T.) 2009 Annual Report.

B. Action Items:

From the Planning and Policy Committee

8. Convey Bike Path Easement to Port Sheldon Township
Suggested Motion:
To approve the Bicycle Path and Walkway Easement wherein Ottawa County deeds an easement through Hemlock Crossing to Port Sheldon Township for a bike path along Crosswell Street.
9. Award Bid for Eastmanville Bayou Improvement Project
Suggested Motion:
To receive bids for the Eastmanville Bayou Improvement Project and accept the low bid from Denny's Excavating in the amount of \$191,500 with funding from the Parks and Recreation budget.
10. Farmland Lease at Eastmanville Farm
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the Lease of Farmland at Eastmanville Farm with Luke Meerman.

11. Lease Addendum for Mt. Pisgah Trail Lease
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the Lease Addendum with the State of Michigan for the Mt. Pisgah Trail Lease at an annual cost of \$225.00.
12. Macatawa Shoreline and Marina Planning Project Grant Proposal
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution authorizing submittal of the Macatawa Shoreline and Marina Planning Project grant proposal to the DNRE Coastal Management Program.
13. Funding Commitment to Fred Meijer Kenowa Trail
Suggested Motion:
To authorize the Parks and Recreation Commission to expend up to \$200,000 in parks millage funds toward construction of the Fred Meijer Kenowa Trail to offset costs of trail construction adjacent to the Upper Macatawa Natural Area and Spring Grove Park.
14. Wetland Mitigation and Option Agreement – Request Foods
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the option agreement with Request Foods for an easement to permit construction of a wetland mitigation project in the Holland Country Club property for an option fee of \$5,000.

From the Finance and Administration Committee

15. Cost of Services Analysis Report - Courts
Suggested Motion:
To receive The Maximus Cost of Services Analysis Report - Courts for Ottawa County.
16. Cost of Services Analysis Report Fee Implementation
Suggested Motion:
To approve the implementation of select fees in the Maximus Cost of Service Analysis Report for Ottawa County dated April, 2010 effective July 1, 2010.
17. Tax Allocation Recommendation
Suggested Motion:
To approve the recommendation that the Ottawa County millage allocation remains at 4.440 mills.
18. Resolution to Approve the 2010 Millage Rate for Ottawa County
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution to approve the 2010 Millage Rate for Ottawa County of 3.6 mills.
19. Resolution to Approve the 2010 Millage Rate for E-911
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution to approve the 2010 Millage Rate for E-911 of .4400 mills.

20. Resolution to Approve the 2010 Millage Rate for Parks
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution to approve the 2010 Millage Rate for Parks of .3165 mills.
21. Three (3) Year Dog License Resolution
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution and recommendation for implementation of dog license issuance on a one (1) year and three (3) year licensing format and fee increases effective January 1, 2011.
22. Resolution to move to a Defined Contribution Pension Plan
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution and recommendations to move from a Defined Benefit Pension Plan to a Defined Contribution Pension Plan.
23. Bond Resolution: Holland Township
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution authorizing amending the refunding Bond Resolution for Holland Township adopted by the Board of Commissioners on April 27, 2010 to provide for a Qualified Tax Exempt Obligation designation.
24. Reclassification of Family Services Coord. & Custody Field Investigator to Family Services Coord./Custody Investigator
Suggested Motion:
To approve the proposal from Friend of the Court to reclassify one (1.0) FTE Family Services Coordinator (paygrade F09) and two (2.0) FTE Custody Field Investigator positions (paygrade F09) to three (3.0) FTE Family Services Coordinator/Custody Investigator (F09) resulting in no change in the wage scale.
25. Reclassification of Economic Development Specialist to Economic Development Coordinator
Suggested Motion:
To approve the proposal from the Planning & Performance Improvement Department to reclassify one (1.0) FTE Economic Development Specialist (Group T/paygrade 14) to a one (1.0) FTE Economic Development Coordinator (Unclassified/paygrade 06) at a cost of \$14,577.00. Funding to come from the vacant position savings in the 2010 department budget.
26. Purchase of MERS (Michigan Municipal Employees Retirement System) Military Service Credits for Scott Bazany
Suggested Motion:
To approve the purchase of one (1) year, eleven (11) months of military service credits for Scott Bazany (Shift Supervisor, Ottawa County Juvenile Detention Center) for a total cost of \$25,983. The County cost of \$20,807.55 to be funded from contingency and \$5,175.45 to be paid by Scott Bazany.

County Cost: \$20,807.55
Employee Cost: 5,175.45

Total Cost: \$25,983.00

27. Purchase of MERS (Michigan Municipal Employees Retirement System) Generic Service Credits for William T. Cousins IV
Suggested Motion:
To approve the purchase of five (5) years of MERS generic service credit at a cost of \$71,826 for William T. Cousins IV, Road Patrol Deputy, Ottawa County Sheriff's Office (total cost to be paid by William T. Cousins IV).
- | | |
|---------------|----------|
| Total Cost | \$71,826 |
| Employer Cost | \$0 |
| Employee Cost | \$71,826 |
28. EECBG Local Government Grant Awards
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution regarding the distribution of \$343,012 in grant funding for local units of government in Ottawa County.
29. WebTecs Contract for Professional Services
Suggested Motion:
To recommend that the County be authorized to negotiate a one year contract for professional services with WebTecs, Inc. for WebSite Services.
30. Resolution Regarding Assumption of Compliance Responsibilities by CS Facilities, LLC – Coopersville Recovery Zone Bond
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution to approve the transfer of compliance responsibilities for the Coopersville Recovery Zone Bond project from Continental Dairy Products, Inc., to CS Facilities, LLC.

From Administration

31. Public Hearing on FY 2010 Edward Byrne Memorial Justice Assistance Formula Grant (JAG)
Suggested Motion:
a. To open Public Hearing
b. To close Public Hearing

C. Appointments: None

D. Discussion Items:

From Administration

32. Ottawa County Human Resources 2009 Annual Report
(Presented by: Marie Waalkes, Human Resources Director)
33. Ottawa County Parks and Recreation 2009 Annual Report
(Presented by: John Scholtz, Parks and Recreation Director)
34. West Michigan Enforcement Team (W.E.M.E.T.) 2009 Annual Report
(Presented by: Cameron Henke, Section Commander)

9. Report of the County Administrator
10. General Information, Comments, and Meetings Attended
11. Public Comments
12. Adjournment

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
MAY SESSION – FIRST DAY**

The Ottawa County Board of Commissioners met on Tuesday, May 11, 2010, at 1:30 p.m. and was called to order by the Chair.

Mr. Karsten pronounced the invocation.

The Clerk led in the Pledge of Allegiance to the Flag.

Present at roll call: Mrs. Kortman, Messrs. Kuyers, Swartout, Mrs. Ruiter, Messrs. Hehl, Rycenga, Schrotenboer, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

Presentation of Petition and Communications

A. GIS In Government Innovation Award – David Hulst, IT Director, presented Aaron Boos and Aaron Bodbyl-Mast with the Government Innovation Award.

B/C 10-104 Mr. Karsten moved to approve the agenda of today as presented. The motion passed.

B/C 10-105 Mr. Holtrop moved to approve the following Consent Resolutions:

1. To approve the Minutes of the April 27, 2010, Board of Commissioners meeting.
2. To receive for information the Correspondence Log.
3. To authorize the payroll of May 11, 2010, in the amount of \$578.00.
4. To approve the general claims in the amount of \$3,889,619.34 as presented by the summary report for April 19, 2010, through April 30, 2010.
5. To receive for information the Ottawa County MSU Extension 2009 Annual Report.

The motion passed as shown by the following votes: Yeas: Messrs. Hehl, Rycenga, Schrotenboer, Disselkoen, Holtvluwer, Mrs. Kortman, Messrs. Holtrop, Swartout, Karsten, Mrs. Ruiter, Mr. Kuyers. (11)

B/C 10-106 Mr. Swartout moved to receive the Final Results of the 2010 Citizen Survey. The motion passed.

Discussion Items

Ottawa County MSU Extension 2009 Annual Report – The 2009 MSU Extension Annual Report was presented by Dr. Adam Kantrovick, County Extension Director; Elizabeth Wells, 4-H Youth Extension Educator; Laura Schleede, 4-H Youth Mentoring Program Coordinator; Charles Gould, Nutrient Management Extension Educator; and Greg Stepien, Firewise Field Assistant.

Several Commissioners commented on meetings attended and future meeting to be held.

B/C 10-107 Mr. Hehl moved to adjourn at 2:40 p.m. subject to the call of the Chair. The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
MAY SESSION – WORK SESSION**

The Ottawa County Board of Commissioners met on Tuesday, May 11, 2010, at 2:55 p.m. and was called to order by the Chair.

Present at roll call: Mrs. Kortman, Messrs. Kuyers, Swartout, Mrs. Ruiter, Messrs. Hehl, Rycenga, Schrotenboer, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

Public Comments and Communications from Staff

Candy Kraker, Allendale Township Clerk, Connie Langeland, Polkton Township Clerk, and Linda Way, Wright Township Clerk, spoke on behalf of the Ottawa County Clerk's Association opposing the combination of the Clerk and Register of Deeds offices.

Jackie Frye, Robinson Township Clerk, stated a Resolution opposing the combination was passed by the Robinson Township Board.

Howard Baumann, Port Sheldon Township Supervisor, disagrees with the assumptions on the combination made by County Administration and informed Chair Kuyers that not one township in his district supported the combination.

Nancy Collins, Grand Haven City, stated the feasibility study lacks timely and relevant information. Nancy also expressed concerns over the balance of power, the cost to combine and questioned what does successful mean. She urged the Board to have Administration update this report.

Diana Johnson, Georgetown Township, disagrees with the proposed combination and feels it is very important to have both offices and that both offices have value.

Work Session Item:

- A. Clerk – Register Combination Report – The Administrator reported the Clerk – Register of Deeds Combination Report was completed and distributed on March 9, 2010. This issue has been discussed numerous times to see if it is feasible or not. The Administrator stated the report concludes four options and is feasible but is a political issue. The four options include: 1) Do nothing, 2) Pass resolution to combine offices effective January 1, 2013, 3) Pass resolution to combine offices effective January 1, 2013. Additionally, upon retirement of either the

current Clerk or Register of Deeds, recommend the Clerk, Prosecutor, Senior Probate Judge appoint the current non-retired official to the vacant office with a combination of offices effective January 1, 2013, and 4) Delay action on the issue until either the current Clerk or Register of Deeds retire or decline to file at a future May filing date to run for election.

The Administrator stated the Board could decide today to bring the issue to a Public Hearing or decide to do nothing. The Clerk confirmed it would take a 2/3 vote by the Board of Commissioners to uncombined the offices as well as combine them.

After much discussion, the Board directed Administration to conduct a new survey. Any one is free to submit questions for inclusion in the survey to the Administrator by Friday, May 21st. The Commissioners will be asked to review the draft survey prior to it being sent out.

Public Comments

Paul Geerlings, Drain Commissioner, stated the combination was brought up as an economic issue and questioned whether or not there would be any savings if combined.

Howard Baumann, Port Sheldon Township Supervisor, has concerns with the level of service that would be provided if combined. Would we provide "service" or "excellent service"?

B/C 10-108 Mr. Holtrop moved to adjourn at 3:45 p.m. subject to the call of the Chair. The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: County Clerk

Submitted By: June Hagan

Agenda Item: Payroll

SUGGESTED MOTION:

To authorize the payroll of May 25, 2010 in the amount of \$_____.

SUMMARY OF REQUEST:

To pay the current payroll of the members of the Ottawa County Board of Commissioners. Pursuant to MCL 46.11, the Board of Commissioners is authorized to provide for and manage the ongoing business affairs of the County.

FINANCIAL INFORMATION:

Total Cost: _____ County Cost: _____ Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1-4

Objective:

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 12:15:22 -0400

Committee/Governing/Advisory Board Approval Date:

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Monthly Accounts Payable for May 1, 2010 through May 14, 2010

SUGGESTED MOTION:

To approve the general claims in the amount of \$2,642,076.68 as presented by the summary report for May 01, 2010 through May 14, 2010.

SUMMARY OF REQUEST:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

FINANCIAL INFORMATION:

Total Cost: \$2,642,076.68 | County Cost: \$2,642,076.68 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: # 1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ciottawa.org
Reason: I am approving this document
Date: 2010.05.18 13:34:44 -0400

Committee/Governing/Advisory Board Approval Date:



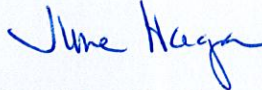
County of Ottawa

Fiscal Services Department

June A. Hagan
Director

12220 Fillmore Street, Room 331, West Olive, Michigan 49460

West Olive (616) 738-4849
Fax (616) 738-4098
Grand Haven (616) 846-8295
Grand Rapids (616) 662-3100
e-mail: jhagan@miottawa.org

To: Board of Commissioners
From: June Hagan, Fiscal Services Director 
Subject: Accounts Payable Listing – May 1, 2010 to May 14, 2010
Date: May 17, 2010

I have reviewed the Accounts Payable Listing for May 1 through May 14, 2010. The following information will give you the detail of some of the purchases made in specific funds during this period.

Fund 6641 – Equipment Pool Fund

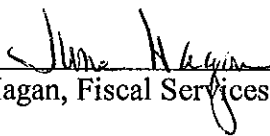
Vehicle Purchase – Community Mental Health	\$ 37,850.00
Vehicle Purchase – Sheriff Department	\$ 20,812.00
Software Lease – IT Department	\$ 3,156.54

If you have any additional questions, please feel free to contact me.

Total Checks/Automated Clearing House (ACH) 05/01/2010 through 05/14/2010

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The List of Claims shows the name of claimant, amount of claim, check number, ACH number, check date and ACH date. The net amount of checks/ACH written during the period was \$2,642,076.68. The amount of claims to be approved totals \$2,642,076.68.

*Adjustments are voided checks or ACH.



June Hagan, Fiscal Services, Director

Date May 17, 2010

We hereby certify that the Board of Commissioners has approved the claims on this 25th day of May, 2010.

Philip Kuyers, Chairperson
Board of Commissioners

Daniel Krueger, Clerk

ACCOUNTS PAYABLE CHECKS/ACH 05/01/2010 THROUGH 05/14/2010

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
1010	GENERAL FUND	312,647.80	0.00	312,647.80
1500	CEMETERY TRUST	0.00	0.00	0.00
2081	PARKS & RECREATION	96,785.01	0.00	96,785.01
2082	PARK 12	0.00	0.00	0.00
2160	FRIEND OF COURT	7,166.71	0.00	7,166.71
2170	9/30 JUDICIAL GRANTS	286.47	0.00	286.47
2210	HEALTH	32,262.98	0.00	32,262.98
2220	MENTAL HEALTH	797,535.49	0.00	797,535.49
2271	SOLID WASTE CLEAN-UP	0.00	0.00	0.00
2272	LANDFILL TIPPING FEES	3,310.22	0.00	3,310.22
2320	TRANSPORTATION SYSTEM	0.00	0.00	0.00
2420	PLANNING COMMISSION	481.70	0.00	481.70
2444	INFRASTRUCTURE FUND	0.00	0.00	0.00
2450	PUBLIC IMPROVEMENT	0.00	0.00	0.00
2550	HOMESTEAD PROPERTY TAX	11,399.00	0.00	11,399.00
2560	REGISTER OF DEEDS AUTOMATION FUND	10,037.73	0.00	10,037.73
2590	LIPPERT GRANT	0.00	0.00	0.00
2601	PROSECUTING ATTORNEY GRANTS	0.00	0.00	0.00
2602	WEMET	22,672.07	0.00	22,672.07
2603	WEED AND SEED	0.00	0.00	0.00
2605	COPS-AHEAD-GEORGETOWN	0.00	0.00	0.00
2606	COPS-FAST-GEORGETOWN	0.00	0.00	0.00
2608	COPS-FAST-ALLENDALE	0.00	0.00	0.00
2609	SHERIFF GRANT PROGRAMS	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 05/01/2010 THROUGH 05/14/2010

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2610	COPS-UNIVERSAL	15,715.33	0.00	15,715.33
2640	EMT HOLLAND-PARK	0.00	0.00	0.00
2650	EMT GEORGETOWN TOWNSHIP	0.00	0.00	0.00
2661	SHERIFF ROAD PATROL	891.95	0.00	891.95
2690	LAW LIBRARY	890.54	0.00	890.54
2740	WIA-ADMIN. COST POOL	4,073.42	0.00	4,073.42
2741	WIA-YOUTH	84,976.42	0.00	84,976.42
2742	WIA-ADULT	72,317.26	0.00	72,317.26
2743	WIA-6/30 GRANT PROGRAMS	140,494.11	0.00	140,494.11
2744	WIA-12/31 GRANT PROGRAMS	18.14	0.00	18.14
2747	WIA-WORK FIRST YOUTH	0.00	0.00	0.00
2748	WIA-9/30 GRANT PROGRAMS	271,867.88	0.00	271,867.88
2749	WIA-3/31 GRANT PROGRAMS	0.00	0.00	0.00
2750	GRANT PROGRAMS-PASS THRU	53.22	0.00	53.22
2800	EMERGENCY FEEDING	0.00	0.00	0.00
2810	FEMA	0.00	0.00	0.00
2850	COMMUNITY CORRECTIONS PROG. GRANT	370.81	0.00	370.81
2870	COMMUNITY ACTION AGENCY (CAA)	26,876.43	0.00	26,876.43
2890	WEATHERIZATION	29,096.76	0.00	29,096.76
2900	DEPT OF HUMAN SERVICES	0.00	0.00	0.00
2901	DEPT OF HUMAN SERVICES	655.19	0.00	655.19
2920	CHILD CARE - PROBATE	85,403.94	0.00	85,403.94
2921	CHILD CARE - SOCIAL SERVICES	0.00	0.00	0.00
2930	SOLDIER & SAILORS RELIEF	1,194.92	0.00	1,194.92

ACCOUNTS PAYABLE CHECKS/ACH 05/01/2010 THROUGH 05/14/2010

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2940	VETERANS TRUST	0.00	0.00	0.00
2941	VETERANS TRUST	0.00	0.00	0.00
5160	DELINQUENT TAXES	8,208.32	0.00	8,208.32
6360	INFORMATION TECHNOLOGY	59,983.23	0.00	59,983.23
6410	WATER & SEWER REVOLVING	0.00	0.00	0.00
6450	DUPLICATING	304.44	0.00	304.44
6550	TELECOMMUNICATIONS	7,772.03	0.00	7,772.03
6641	EQUIPMENT POOL	61,818.54	0.00	61,818.54
6770	PROTECTED SELF-FUNDED INSURANCE	16.00	0.00	16.00
6771	PROTECTED SELF-FUNDED HEALTH INS.	126.28	0.00	126.28
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00	0.00	0.00
6775	LONG-TERM DISABILITY INSURANCE	0.00	0.00	0.00
6776	PROTECTED SELF-FUNDED DENTAL INS.	0.00	0.00	0.00
6777	PROTECTED SELF-FUNDED VISION	0.00	0.00	0.00
6782	PROTECTED SELF-FUNDED INS PROG M.H.	0.00	0.00	0.00
7010	AGENCY	450,357.96	0.00	450,357.96
7040	IMPREST PAYROLL	24,008.38	0.00	24,008.38
7210	LIBRARY PENAL FINE	0.00	0.00	0.00
7300	EMPLOYEE SICK PAY BANK	0.00	0.00	0.00
		<u>\$2,642,076.68</u>	<u>0.00</u>	<u>\$2,642,076.68</u>

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Monthly Budget Adjustments

SUGGESTED MOTION:

To approve the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of April 2010.

SUMMARY OF REQUEST:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

FINANCIAL INFORMATION:

Total Cost: _____ County Cost: _____ Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.18 13:50:18 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 4/01/2010 Thru 4/30/2010

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>REFLECT TONER FEES</u>							
BA 153	4/21/2010	1010	2010		6710.0000	Other Revenue	57,000.00-
BA 153	4/21/2010	1010	2010		6999.3900	Rev. (Over)Under Expend.	53,880.00
BA 153	4/21/2010	1010	2010		8080.0000	Service Contracts	3,120.00
<u>PLANTE/MORAN CARROVER</u>							
BA 154	4/21/2010	1010	2010		6999.3900	Rev. (Over)Under Expend.	76,500.00-
BA 154	4/21/2010	1010	2010		8080.0000	Service Contracts	37,500.00
BA 154	4/21/2010	1010	2360		8080.0000	Service Contracts	39,000.00
<u>USE OF CARRY FORWARD</u>							
BA 155	4/21/2010	2220	6491	1440	5550.0020	Community Program	68,900.00-
BA 155	4/21/2010	2220	6491	1440	8270.0150	Client Care - Respite	68,900.00
BA 155	4/21/2010	2220	6493	3246	5550.0020	Community Program	60,000.00-
BA 155	4/21/2010	2220	6493	3246	8210.0000	Contractual - Other	60,000.00
BA 155	4/21/2010	2220	6494	4451	5550.0020	Community Program	22,967.00-
BA 155	4/21/2010	2220	6494	4451	8270.0150	Client Care - Respite	22,967.00
<u>TO ADJ BDG FOR DEOBLG</u>							
BA 156	4/21/2010	2743	7433	0036	8080.0000	Service Contracts	57,060.00
BA 156	4/21/2010	2743	7433	0036	8440.0040	Other Training	57,060.00-
<u>PUR HOLLND CNTRY CLUB</u>							
BA 207	4/21/2010	2081	7510		9710.0000	Land	375,000.00
<u>ADJ VFC VACINE VALUE</u>							
BA 208	4/21/2010	2210	6044		5010.0000	Federal Grants-Commoditie	300,000.00
BA 208	4/21/2010	2210	6044		7600.0030	Vaccines-MDCH	300,000.00-
<u>TO ADJ NEG BDG-EXTRA\$</u>							
BA 209	4/21/2010	2748	7431	0031	5610.0000	State Of Mich - Welfare	356,201.00-
BA 209	4/21/2010	2748	7431	0031	8080.0000	Service Contracts	35,620.00
BA 209	4/21/2010	2748	7433	0031	8440.0040	Other Training	320,581.00
<u>ESTABLISH 2010 BUDGET</u>							
BA 210	4/05/2010	1010	1380		5430.0000	St Of MI-Public Safety	37,775.00-
BA 210	4/05/2010	1010	1380		6760.0000	Reimbursements	4,821.00-

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
ESTABLISH 2010 BUDGET							
BA 210	4/05/2010	1010	1380		7390.0000	Operational Supplies	4,821.00
BA 210	4/05/2010	1010	1380		8080.0000	Service Contracts	37,775.00
ESTABLISH 2010 BUDGET							
BA 211	4/05/2010	1010	1492		5050.0000	Fed. Grants-Public Safety	18,739.00-
BA 211	4/05/2010	1010	1492		7390.0000	Operational Supplies	2,081.00
BA 211	4/05/2010	1010	1492		8500.0000	Telephone	18,739.00
EST. WEMMET ARRA GRANT							
BA 217	4/21/2010	2602	3110	0006	5050.0000	Fed. Grants-Public Safety	400,000.00-
BA 217	4/21/2010	2602	3110	0006	8080.0000	Service Contracts	400,000.00
REVISED SPENDING PLAN							
BA 218	4/21/2010	2210	6016		7040.0000	Salaries - Regular	115,422.00
BA 218	4/21/2010	2210	6016		7090.0000	Overtime	4,000.00
BA 218	4/21/2010	2210	6016		7150.0000	Social Security	9,136.00
BA 218	4/21/2010	2210	6016		7160.0000	Hospitalization	15,060.00
BA 218	4/21/2010	2210	6016		7160.0020	OPRB - Health Care	506.00
BA 218	4/21/2010	2210	6016		7170.0000	Life Insurance	255.00
BA 218	4/21/2010	2210	6016		7180.0000	Retirement & Sick Leave	10,865.00
BA 218	4/21/2010	2210	6016		7180.0010	457 Plan Contribution	1,564.00
BA 218	4/21/2010	2210	6016		7190.0000	Dental Insurance	835.00
BA 218	4/21/2010	2210	6016		7200.0000	Worker's Compensation	100.00
BA 218	4/21/2010	2210	6016		7210.0000	Longevity	696.00
BA 218	4/21/2010	2210	6016		7220.0000	Unemployment	182.00
BA 218	4/21/2010	2210	6016		7230.0000	Optical Insurance	210.00
BA 218	4/21/2010	2210	6016		7240.0000	Disability Insurance	490.00
BA 218	4/21/2010	2210	6016		7270.0000	Office Supplies	2,000.00
BA 218	4/21/2010	2210	6016		7280.0000	Printing & Binding	150.00
BA 218	4/21/2010	2210	6016		7390.0000	Operational Supplies	72,468.00
BA 218	4/21/2010	2210	6016		8210.0000	Contractual - Other	306,760.00-
BA 218	4/21/2010	2210	6016		8500.0000	Telephone	500.00
BA 218	4/21/2010	2210	6016		8600.0000	Travel - Mileage	828.00
BA 218	4/21/2010	2210	6016		8610.0000	Conferences & Othr Travel	1,750.00-
BA 218	4/21/2010	2210	6016		9390.0000	Building Rental	4,179.00
BA 218	4/21/2010	2210	6016		9800.0000	Office Furniture & Equip.	7,000.00
BA 218	4/21/2010	2210	6017		5550.0000	State Of MI - Health	11,553.00-
BA 218	4/21/2010	2210	6017		7040.0000	Salaries - Regular	19,232.00
BA 218	4/21/2010	2210	6017		7150.0000	Social Security	1,377.00
BA 218	4/21/2010	2210	6017		7160.0000	Hospitalization	788.00-

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
REVISED SPENDING PLAN							
BA 218	4/21/2010	2210	6017		7160.0020	OPRB - Health Care	122.00-
BA 218	4/21/2010	2210	6017		7170.0000	Life Insurance	59.00
BA 218	4/21/2010	2210	6017		7180.0000	Retirement & Sick Leave	2,901.00
BA 218	4/21/2010	2210	6017		7180.0010	457 Plan Contribution	69.00-
BA 218	4/21/2010	2210	6017		7190.0000	Dental Insurance	71.00-
BA 218	4/21/2010	2210	6017		7200.0000	Worker's Compensation	31.00
BA 218	4/21/2010	2210	6017		7210.0000	Longevity	254.00
BA 218	4/21/2010	2210	6017		7220.0000	Unemployment	16.00-
BA 218	4/21/2010	2210	6017		7230.0000	Optical Insurance	15.00-
BA 218	4/21/2010	2210	6017		7240.0000	Disability Insurance	106.00
BA 218	4/21/2010	2210	6017		7270.0000	Office Supplies	200.00
BA 218	4/21/2010	2210	6017		7280.0000	Printing & Binding	4,258.00-
BA 218	4/21/2010	2210	6017		7300.0000	Postage	1,750.00-
BA 218	4/21/2010	2210	6017		7390.0000	Operational Supplies	22,470.00-
BA 218	4/21/2010	2210	6017		8210.0000	Contractual - Other	1,336.00
BA 218	4/21/2010	2210	6017		8500.0000	Telephone	1,315.00
BA 218	4/21/2010	2210	6017		8600.0000	Travel - Mileage	1,250.00
BA 218	4/21/2010	2210	6017		8610.0000	Conferences & Othr Travel	1,250.00-
BA 218	4/21/2010	2210	6017		9010.0000	Advertising	2,845.00-
BA 218	4/21/2010	2210	6017		9390.0000	Building Rental	247.00
ADJ FOR FTE CHANGES							
BA 221	4/13/2010	1010	1360		7040.0000	Salaries - Regular	33,506.00-
BA 221	4/13/2010	1010	1360		7150.0000	Social Security	2,609.00-
BA 221	4/13/2010	1010	1360		7160.0000	Hospitalization	7,594.00-
BA 221	4/13/2010	1010	1360		7160.0020	OPRB - Health Care	300.00-
BA 221	4/13/2010	1010	1360		7170.0000	Life Insurance	71.00-
BA 221	4/13/2010	1010	1360		7180.0000	Retirement & Sick Leave	2,195.00-
BA 221	4/13/2010	1010	1360		7180.0010	457 Plan Contribution	354.00-
BA 221	4/13/2010	1010	1360		7190.0000	Dental Insurance	425.00-
BA 221	4/13/2010	1010	1360		7200.0000	Worker's Compensation	87.00-
BA 221	4/13/2010	1010	1360		7210.0000	Longevity	225.00-
BA 221	4/13/2010	1010	1360		7230.0000	Unemployment	120.00-
BA 221	4/13/2010	1010	1360		7230.0000	Optical Insurance	105.00-
BA 221	4/13/2010	1010	1360		7240.0000	Disability Insurance	132.00-
BA 221	4/13/2010	1010	9650		9990.2170	9/30 Judicial Grants	32,138.00
COR 2010 DSTCT CT BDG							
BA 222	4/21/2010	2170	1361		5410.0040	State of MI - Judicial	70,685.00
BA 222	4/21/2010	2170	1361		6990.1010	Oper Trans-General Fund	32,138.00-
BA 222	4/21/2010	2170	1361		6990.2850	Oper Trans In - Comm Corr	31,106.00-

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>COR 2010_DSTCT CF BDG</u>							
BA 222	4/21/2010	2170	1361		7050.0000	Salaries - Temporary	22.00-
BA 222	4/21/2010	2170	1361		7180.0010	457 Plan Contribution	81.00
BA 222	4/21/2010	2170	1361		8610.0000	Conferences & Othr Travel	7,500.00-
<u>ADJ HVE BDG TO ACTUAL</u>							
BA 226	4/13/2010	2609	3091		5050.0000	Fed. Grants-Public Safety	7,949.00-
BA 226	4/13/2010	2609	3091		7090.0000	Overtime	6,500.00
BA 226	4/13/2010	2609	3091		7150.0000	Social Security	497.00
BA 226	4/13/2010	2609	3091		7180.0000	Retirement & Sick Leave	914.00
BA 226	4/13/2010	2609	3091		7200.0000	Worker'S Compensation	15.00
BA 226	4/13/2010	2609	3091		7220.0000	Unemployment	23.00
<u>ADJ YOUTH ALCOLOL BDG</u>							
BA 227	4/13/2010	2609	3117		5050.0000	Fed. Grants-Public Safety	86.00
BA 227	4/13/2010	2609	3117		7090.0000	Overtime	797.00
BA 227	4/13/2010	2609	3117		7150.0000	Social Security	61.00
BA 227	4/13/2010	2609	3117		7180.0000	Retirement & Sick Leave	111.00
BA 227	4/13/2010	2609	3117		7200.0000	Worker'S Compensation	1.00
BA 227	4/13/2010	2609	3117		7220.0000	Unemployment	2.00
BA 227	4/13/2010	2609	3117		8080.0000	Service Contracts	1,058.00-
<u>ADJ OMI BDG TO ACTUAL</u>							
BA 228	4/13/2010	2609	3140		5050.0000	Fed. Grants-Public Safety	4,191.00-
BA 228	4/13/2010	2609	3140		7090.0000	Overtime	3,427.00
BA 228	4/13/2010	2609	3140		7150.0000	Social Security	263.00
BA 228	4/13/2010	2609	3140		7180.0000	Retirement & Sick Leave	482.00
BA 228	4/13/2010	2609	3140		7200.0000	Worker'S Compensation	8.00
BA 228	4/13/2010	2609	3140		7220.0000	Unemployment	11.00
<u>COR BDGT EXCEPTN 04/10</u>							
BA 229	4/13/2010	2744	7479		6710.0000	Other Revenue	25,000.00-
BA 229	4/13/2010	2744	7479		9370.0000	Building Repairs	25,000.00
<u>TO EST CPACTY BLD TRA</u>							
BA 232	4/13/2010	2748	7431	0012	5610.0000	State Of Mich - Welfare	1,500.00-
BA 232	4/13/2010	2748	7431	0012	7390.0000	Operational Supplies	30.00
BA 232	4/13/2010	2748	7431	0012	8300.0000	Memberships & Dues	1,470.00

Date 5/11/10
Time 9:03:42

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 4/01/2010 Thru 4/30/2010

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Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>TO EST NEW FEMA GRANT</u>							
<u>TO EST NEW FEMA GRANT</u>							
BA 233	4/13/2010	2810	7290		5610.0000	State Of Mich - Welfare	5,000.00-
BA 233	4/13/2010	2810	7290		8430.0010	Utility Payments	5,000.00
<u>RETREMNT/POSITN CHNGE</u>							
BA 234	4/13/2010	2850	1520		7040.0000	Salaries - Regular	27,921.00-
BA 234	4/13/2010	2850	1520		7150.0000	Social Security	2,502.00-
BA 234	4/13/2010	2850	1520		7160.0000	Hospitalization	4,920.00-
BA 234	4/13/2010	2850	1520		7160.0020	OPBE - Health Care	181.00-
BA 234	4/13/2010	2850	1520		7170.0000	Life Insurance	78.00-
BA 234	4/13/2010	2850	1520		7180.0000	Retirement & Sick Leave	2,038.00-
BA 234	4/13/2010	2850	1520		7180.0010	457 Plan Contribution	3,632.00-
BA 234	4/13/2010	2850	1520		7190.0000	Dental Insurance	276.00-
BA 234	4/13/2010	2850	1520		7200.0000	Worker'S Compensation	24.00-
BA 234	4/13/2010	2850	1520		7210.0000	Longevity	165.00
BA 234	4/13/2010	2850	1520		7220.0000	Unemployment	336.00-
BA 234	4/13/2010	2850	1520		7230.0000	Optical Insurance	68.00-
BA 234	4/13/2010	2850	1520		7240.0000	Disability Insurance	128.00-
BA 234	4/13/2010	2850	1520		9990.2170	9/30 Judicial Grants	31,106.00
<u>TO ALLOW FOR RADIO PUR</u>							
BA 237	4/26/2010	1010	3020		5050.0000	Fed. Grants-Public Safety	4,657.00-
BA 237	4/26/2010	1010	3020		7390.0000	Operational Supplies	1,552.00-
BA 237	4/26/2010	1010	3020		9800.0000	Office Furniture & Equip.	6,209.00
<u>TO INC EXP FOR DRAIN</u>							
BA 239	4/19/2010	2081	7510		9580.0010	Special Assessments	8,006.00
<u>TO SET UP BOLTUSE ACT</u>							
BA 240	4/19/2010	2081	7510		5050.0000	Fed. Grants-Public Safety	32,616.00-
BA 240	4/19/2010	2081	7510		9740.0000	Land Improvements	40,000.00
<u>PUR SUP/MAT-TIPS TRNG</u>							
BA 241	4/19/2010	2210	6049		6070.0000	Chrgs. For Serv. - Fees	3,000.00-
BA 241	4/19/2010	2210	6049		7390.0000	Operational Supplies	3,000.00
<u>TO ADJ BDG FOR EXCESS</u>							

Date 5/11/10
Time 9:03:42

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 4/01/2010 Thru 4/30/2010

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Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>TO ADJ EDG FOR EXCESS</u>							
BA 250	4/26/2010	2740	7430		5610.0020	Cost Pool Revenue	729.00
BA 250	4/26/2010	2740	7431	1120	9400.0000	Equipment Rental	729.00-
<u>TO REVISE EXCS CRRYIN</u>							
BA 251	4/26/2010	2743	7430		5610.0090	Title III Revenue	6,562.00
BA 251	4/26/2010	2743	7433	1320	8080.0000	Service Contracts	6,562.00-
<u>TO EST RES AREA WAGNE</u>							
BA 254	4/26/2010	2748	7460	0006	5610.0000	State Of Mich - Welfare	13,570.00-
BA 254	4/26/2010	2748	7460	0006	8080.0000	Service Contracts	13,570.00

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Ottawa County Human Resources 2009 Annual Report

SUGGESTED MOTION:

To receive for information the Ottawa County Human Resources 2009 Annual Report.

SUMMARY OF REQUEST:

In accordance with 2010 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #2

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.18 13:37:57 -0400

Committee/Governing/Advisory Board Approval Date:

THE COUNTY OF OTTAWA
HUMAN RESOURCES ANNUAL REPORT
FOR YEAR 2009



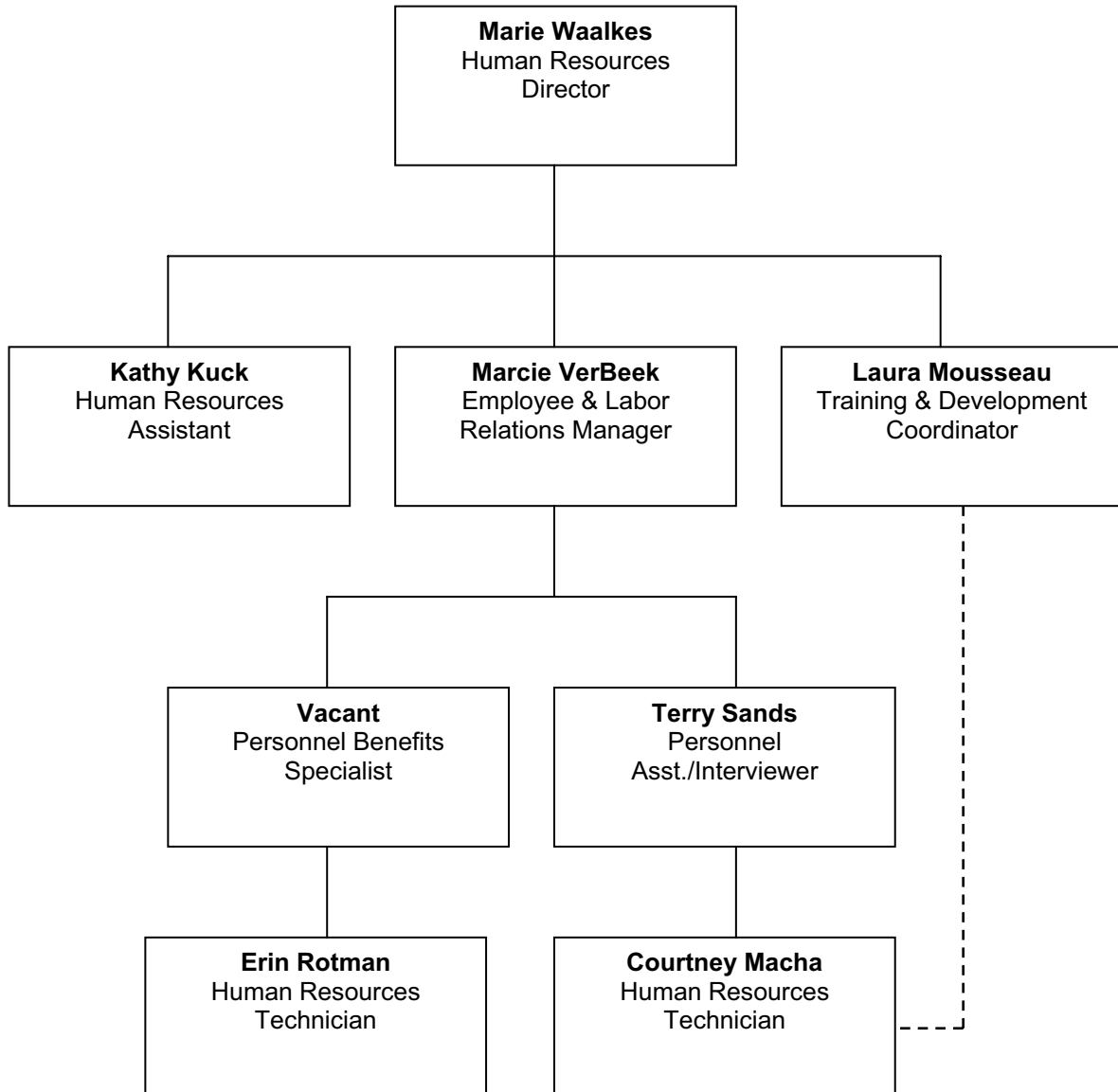
Human Resources Department
12220 Fillmore, Room 359
West Olive, Michigan 49460
(616) 738-4800

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

*Philip Kuyers, Chairman
James Holtrop, Vice-Chairman
Matthew Hehl
Roger Rycenga
Robert Karsten
Jim Holtvluwer*

*Joyce Kortman
Dennis Swartout
Jane Ruiter
Gordon Schrottenboer
Don Disselkoen*

Human Resource Department Staff 2009



**2009 HUMAN RESOURCES DEPARTMENT'S
ANNUAL REPORT
TO THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Mission Statement: The Human Resources Department serves the County of Ottawa by focusing efforts on the County's most valuable asset, it's employees. Human Resources does this through recruitment, hiring and retention of a diverse, qualified workforce. The Human Resources Department provides human resource direction and technical assistance, training and development, equal employment opportunities and employee/labor relation services to the County.

Introduction:

The current Human Resources staff is responsible for providing the delivery of a full service Human Resources program to and for the County's existing departments and staff. This is no small undertaking considering that the County's work force has 888 benefited full-time and part-time employees, and 261 temporary employees comprised of eight different collective bargaining units, non-represented employee groups and unclassified staff.

The following is a list of functions currently being provided by the Human Resources Department: (The list is not in any order of importance.)

- (1) Employee Selection
 - a. On-Line Application
 - b. Applicant/Employee Development Tool
- (2) Exit Interviews
- (3) Employee Training and Development
 - a. GOLD (Growth Opportunities in Learning and Development)
 - b. Leadership Development
 - c. New Employee Orientation
 - d. Compliance Training
- (4) Employee Assistance Program (EAP)
- (5) Labor Relations
 - a. Grievances
 - b. Grievance Discipline Data Base
 - c. Contract Negotiations
 - d. Contract Administration
- (6) Equal Employment Opportunity
- (7) Compliance with the Americans with Disabilities Act
- (8) Benefits Administration
 - a. Health Insurance
 - b. Dental Insurance
 - c. Vision Insurance
 - d. Tuition Reimbursement
 - e. 457 Deferred Compensation Plan
 - f. Workers Compensation
 - g. MERS
 - h. Life Insurance
 - i. Salary Wage Continuation (STD/LTD)
 - j. Family Medical Leave Act
 - k. Employee Wellness Program
- (9) Employee Recognition
- (10) Wage Evaluation & Classification Study
- (11) Unemployment Insurance

Many of the functions of the department are difficult to quantify. For instance, within the function of Benefits Administration the department answers numerous employee questions during the course of a year amounting to a significant expenditure of time. However, it is not feasible to keep detailed statistics regarding the numbers, duration or subject matter of such calls. Several functions are more easily quantifiable and are given in the remainder of this report. Following are highlights of the activities in many of the major Human Resources Department's functions for 2009.

Employee Selection:

The advertising of positions and the receipt of all employment applications is the responsibility of the Human Resources Department. A very detailed procedure for the various departments to follow in the hiring process was developed by the Human Resources Department and is outlined in Policy HR-04 Employee Selection Policy. Human Resources monitors and assures that selection policies and procedures are being followed by the individual departments. In 2008, the On-Line Application process was developed to streamline the application/interviewing/hiring process. Currently, the Human Resources Generalist arranges and coordinates the employee selection process with the help of a Human Resources Technician. In 2009, Human Resources maintained the "Job Hotline" (704 hits), an automated phone answering system through which callers can learn details about vacant County positions. Given the on-line application process and County website, the Job Hotline will be eliminated in 2010.

In response to eighty-one (81) positions posted by the County in 2009, five thousand twenty-two (5022) applications were received and screened. These numbers represent a decrease of fifty-four (54) positions posted and one thousand ninety-four (1094) more applications received. In 2009, the department conducted three hundred eighty-eight (388) employment interviews resulting in the hiring of one hundred (100) employees. Of those one hundred (100) hires, thirty (30) were promotions or transfers of existing employees and seventy (70) were new (external) hires.

In 2009, Human Resources worked closely with WebTecs and the County IT Department to implement the on-line employment application system, which was designed and developed in 2008. The system was developed in response to an identified need to modernize and streamline the county's hiring and application process. The on-line system was developed for general county employment applications and, in addition, special supplemental applications were designed and implemented for the Parks & Recreation Department and the Sheriff's Office. The on-line application system saves paper, makes applications readily available to department hiring managers, and stores hiring statistics for reporting purposes. In 2009, five thousand twenty-two (5,022) applicants applied for county jobs using the on-line system. As a component of the new application system, emails and letters are generated automatically to the applicants informing them of our receipt of their application, thereby providing a timely response to everyone who applies for a job with the County. As a result of the success of the on-line application process, in 2009 work began on two additional major initiatives, an electronic hiring packet and an on-line Board appointment application system. The electronic hiring packet will achieve a paperless concept to activate a new employee or transition a current employee. The on-line Board application process was developed to automate the application for Board appointments and maintain electronic storage of historical data.

Applicant Testing:

The HR department provides a variety of computerized assessment tools to assist hiring managers in screening qualified applicants. A new testing system was implemented in 2009 that will test candidates in a variety of specific software programs (Word, Excel, etc.), as well as skills such as spelling, grammar, reading comprehension, math, data entry and typing.

Exit Interviews:

In addition to conducting employment interviews the Human Resources Department also conducts an extensive exit interview process. Exit interviews are conducted in an effort to gain information that will result in better selection and training practices, improve working conditions, enhance supervision, and in general, further public relations by having the employee leave with a positive view of the employer. The exit interview can also be used to identify possible salary and benefit deficiencies, EEO violations, and other areas of potential legal liability.

In 2009, sixty-six (66) full and part-time employees, inclusive of twenty-five (25) retirees and nineteen (19) laid-off employees, separated from County employment. The turnover rate for full and part-time employees was 5.29% in 2009. This is a decrease in turnover from 8.73% in 2008. Ottawa County continues to represent stability as an employer to our labor force.

Employee Training Activities for 2009:



In early 2008 Ottawa County began the **GOLD** (Growth Opportunities in Learning and Development) Standard Training Programs. These programs were in direct response to employee surveys regarding the need for solid, meaningful professional development and training opportunities for our employees. The GOLD Standard Training is based upon the theory that employee training and development leads to increased knowledge and skills, increased employee engagement, and increased productivity, ultimately resulting in organizational improvement.

A Training Task Force was formed with representation from all areas of the county structure to assist in designing, evaluating and marketing the new training program. This group continued to meet throughout 2009 to provide ongoing ideas and training needs, attend training sessions to assist in evaluating courses and instructors, and to continually relay training information to their staff members.

One of the first goals of the program was to create a leadership development program. Four (4) groups of Ottawa County employees had completed the GOLD Standard Leaders program at the end of 2009. This is a three (3) month program including learning sessions and discussion groups centered around key skills identified for Ottawa County leaders. We have made ongoing adjustments to the training throughout the course, including adding more specific Ottawa County case studies and condensing the timeframe to allow for better continuity. 2009 also brought about the development of GOLD Leaders Level II roundtables on topics such as discipline and documentation, mentoring, and performance evaluations.

Updated New Employee Orientation began in the Spring of 2009. After extensive input from new employees and the Training Taskforce, a revised full-day format was developed and implemented. We have created a more positive introductory experience to employment at Ottawa County providing new employees with information on the organization and its structure, critical policies and procedures, essential and mandatory training, more hands-on and interactive technology training, and a thorough discussion of employee benefits. By working with hiring managers, we have also created a three level agenda (four (4) hours, six (6) hours, or eight (8) hours) allowing greater flexibility for part-time, non-benefitted, seasonal, and temporary employees. These orientation sessions are currently being offered twice a month, allowing

departments the option of starting employees on the day of orientation or having them begin work and attend the next available orientation session. There has been significant positive feedback about this greater flexibility in start date options.

One of the greatest achievements of the GOLD Standard Employee training program this year has been the success of our Spanish language classes, developed to better serve the increasing Hispanic population of Ottawa County. Through a partnership with Lakeshore Ethnic Diversity Alliance, more than one hundred fifty (150) employees from all areas of County government have participated in our Spanish language program. The class meets weekly in six-week segments, and we have already had students complete all three levels, eighteen (18) full weeks of training. Giving employees a basic understanding of the language, customized vocabulary for their jobs and departments, and simply the confidence to try to communicate more has resulted in a much greater level of service to our Spanish speaking customers.

Quick Facts		
Total GOLD Standard Training Classes	-	275
Total GOLD Standard Leaders	-	95
Number of Unique Employees involved in Training	-	850
Percentage of Total Employees involved in Training	-	72%
Number of Employees involved in Spanish Training	-	150

The GOLD Standard Training program is continually finding ways to create an ongoing culture that promotes personal and professional development for all Ottawa County employees.

Employee Assistance:

Employee Assistance Programs (EAP's) are designed to help employees and often their families recognize and overcome personal problems that are interfering with the employee's work performance. EAP's are designed to reach performance problems that cannot be remedied by training, education, or other employer-controlled factors. Examples of the many personal problems that an EAP may deal with are alcohol/drug abuse, emotional problems and marital issues. An effective EAP may help control employee turnover, absenteeism, and other costs associated with personal problems such as health care. Even though the employer pays for the service and may make referrals to the program, all information is held in strict confidence between the employee and the EAP. Ottawa County's EAP provider is the Employee Assistance Center (EAC).

Labor Relations:

In 2009 the Human Resources Department successfully negotiated eight Collective Bargaining Agreements (CBA's) which expired at the end of 2008. Seven of the CBA's were negotiated and signed within the first sixty (60) days of 2009, and one was completed within the first ninety (90) days of 2009.

Grievances:

Four grievances, concerning contract interpretation, were filed in 2009. All were resolved at "Step 2" (at Department level) of the Grievance Process.

Benefits Administration:

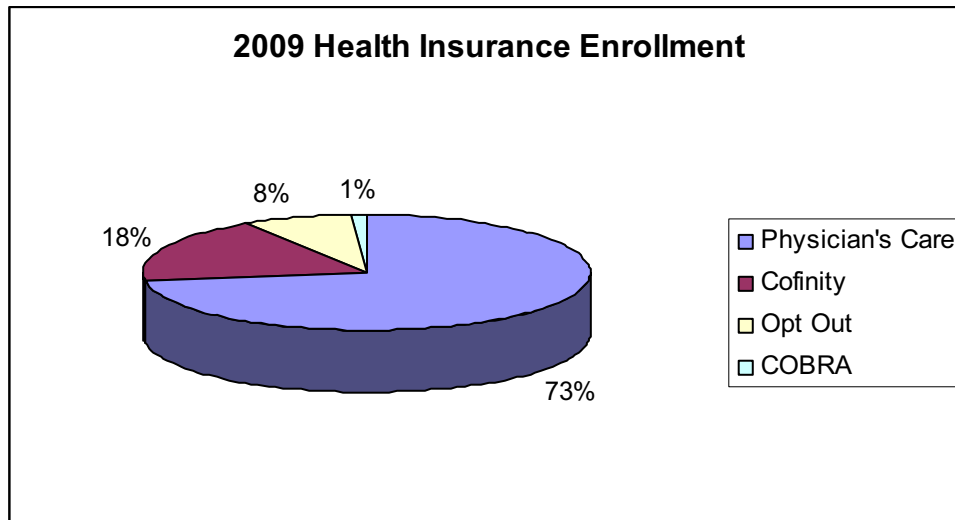
In 2009, the average number of active employees enrolled in the County Health Plan was 835. There are fifty (50) retirees enrolled under the age of 65 and nine (9) over the age of 65 in our health plan. There were eleven (11) people on COBRA.

The County's cafeteria/flexible benefits style health plan went into effect in 1997. The Ottawa County Health Plan consists of two managed care "network" plans. The plan is designed to offer greater flexibility of benefits to employees while taking advantage of discounts on the cost of medical services provided to employees. Additionally the County offers an upgraded dental program. In 2009, 595 employees participated in this enhanced dental program.

There was one significant health insurance change in 2009. In October, Ottawa County changed its pharmacy benefits manager from Caremark to Navitus. This change is expected to lower prescription costs due to a more transparent system.

Through the use of Section 125 Flexible Spending Accounts, three hundred sixteen (316) participants are enrolled in the medical flex spending, which reflects an increase of six (6) participants, and thirty-five (35) participants are enrolled in dependent care, which reflects an increase of seven (7) participants. Automatic withdrawal for premium payment of retiree health was introduced in 2000 and currently 97% percent of the retirees utilize this service.

Below is a summary of current health plan enrollment.



In 2009, thirty-one (31) employees participated in the Tuition Reimbursement Program, completing one hundred and five (105) classes at a cost of \$112,038.47. This is \$31,511.91 more than the 2008 reimbursement costs.

Employee Recognition:

Since 1988 the County has conducted an employee recognition program that consists of an annual Service Awards Banquet held each year in January. In 2009, the switch was made to hold the banquet in October for more favorable weather. The banquet recognizes employees who have reached employment milestones of five (5), ten (10), fifteen (15), twenty (20), etc. years with the County.

On January 15, 2009, two hundred (200) people attended the Service Awards Banquet honoring one hundred twenty-three (123) award recipients and eighteen (18) retirees from January 1 to December 31, 2008. The total cost for the banquet was \$17,853.21. Also throughout the year seventy-five (75) lapel pins were distributed recognizing the employment milestones of 10 years and more.

On October 14, 2009, two hundred and four (204) people attended the Service Awards Banquet honoring one hundred thirty-four (134) award recipients and fifteen (15) retirees from January 1 to September 30, 2009. The total cost for the banquet was \$20,071.57.

Wage & Classification Study:

In 2009, Human Resources staff along with members of the Wage Study Evaluation Team and the Wage Study Appeals Team completed the Wage and Classification Study which began in 2008. A significant amount of time and work went into facilitating the Evaluation Team and the Appeals Team to conclude the study. This involved the evaluation of seven hundred and sixteen (716) individual positions for two hundred thirty-one (231) classifications, and the creation of two hundred eighty-six (286) new job descriptions. In addition, individuals had the ability to appeal the decision of their evaluations, which resulted in fifty-four (54) appeals affecting sixty-eight (68) employees. A final report was provided to, and approved by, the Board of Commissioners in December 2009.

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: Keith Van Beek

Agenda Item: Ottawa County Parks and Recreation 2009 Annual Report

SUGGESTED MOTION:

To receive for information Ottawa County Parks and Recreation 2009 Annual Report.

SUMMARY OF REQUEST:

In accordance with 2010 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #2

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.18 13:44:46 -0400

Committee/Governing/Advisory Board Approval Date:

2009 ANNUAL REPORT



Ottawa County Parks & Recreation Commission

2009 COMMISSION MEMBERS

Ted Bosgraaf, President

Bobbi Jones Sabine, Vice President

Philip D. Kuyers, Secretary

David Van Ginhoven

Paul Geerlings

Roger Jonas

Joyce Kortman

Jim Miedema

Ray Statema

David Vanderkooi

PARKS COMMISSION MISSION STATEMENT

The Ottawa County Parks and Recreation Commission will enhance quality of life for residents and visitors by preserving parks and open spaces and by providing natural resource-based recreation and education opportunities.

2010 COMMISSION MEMBERS

Ted Bosgraaf, President

Bobbi Jones Sabine, Vice President

Philip D. Kuyers, Secretary

Paul Geerlings

Roger Jonas

Joyce Kortman

Jim Miedema

Ray Statema

David Van Ginhoven

David Vander Kooi

County of Ottawa



The activities and programs of the Parks and Recreation Department are brought to you by the members of the Ottawa County Board of Commissioners.

Philip D. Kuyers, Chairman
James C. Holtrop, Vice Chairman
Matthew M. Hehl
Dennis W. Swartout

Joyce E. Kortman
Robert Karsten
Gordon D. Schrotenboer

Jane M. Ruiters
Roger G. Rycenga
Donald G. Disselkoen
Jim Holtvluwer

EXECUTIVE SUMMARY

2009 ANNUAL REPORT Ottawa County Parks and Recreation Commission

2009 was a year of continued progress for the Ottawa County Parks and Recreation Commission as it continued to expand the county's system of parks and open spaces in the second year of its ten year millage program as renewed by voters in 2006. At the end of 2009, the Ottawa County Parks and Open Space system included 22 County Parks and 12 Open Space lands totaling 5,716 acres.

Park maintenance and operations continued to meet the challenge to provide high standards in the growing park system. Park use was high at the beach parks along the lakeshore and winter use at Pigeon Creek Park reached new levels of attendance. Expanding land stewardship responsibilities provided challenges with growing invasive species threats and new habitat restoration commitments.

The Parks Commission's interpretive program's popularity continued in 2009 with 67 programs offered including general nature walks, birding trips, butterfly watching workshops, cross-country ski clinics and many others. The department also continued its popular quarterly newsletter entitled *Outdoors Ottawa County*. The bulk of construction was completed on the new Nature Education Center at Hemlock Crossing with a grand opening planned for spring, 2010. The new facility will house the department's outdoor education functions and function as a visitor center for the entire county park system.

The Parks Commission continued its focus in 2009 on establishing greenways along key river corridors and the Lake Michigan coast with 149 acres of additional park and open space land acquired. Key land acquisitions included two parcels to complete the new Olive Shores site, a new park on Lake Michigan in Port Sheldon Township. Significant progress was also made on the Grand River including the purchase of the 80 acre Kuits Bayou property in Allendale Township.

Many small to mid-size park improvement projects were completed throughout the park system in 2009 which greatly enhanced opportunities available to the public. Key projects included completion of the North Ottawa Dunes trailhead, parking area and donor recognition plaza culminating with a well attended dedication ceremony. Final details were completed at the Mt. Pisgah dune stairs and an open house was held. New trails were added at Riverside Park on 31 acres of land leased from the State and an access point was added at land recently acquired at the Bend Area site in Georgetown Township.

2009 ANNUAL REPORT

Ottawa County Parks and Recreation Commission

INTRODUCTION

The 2009 Annual Report of the Ottawa County Parks and Recreation Commission was developed to provide a brief summary of Commission activities for the 2009 calendar year to the Ottawa County Board of Commissioners as called for in the Board Rules. Additional information regarding all aspects of Parks Commission activities is available by contacting the County Parks Office.

ORGANIZATIONAL SUMMARY

The Ottawa County Parks and Recreation Commission oversees acquisition, development, operation and maintenance of 22 County Parks, several undeveloped park properties and 12 Open Space lands totaling 5,716 acres (see Attachment A for a listing of all lands administered by the Parks Commission as of December 31, 2009). In addition, the Commission oversees management of the Musketawa Trail under an agreement with the Michigan Department of Natural Resources. The Commission's staff during 2009 consisted of fifteen full-time positions including the Parks and Recreation Director, Park Operations Superintendent, Parks Manager, five Park Supervisors, one Park Maintenance Worker, Coordinator of Park Planning and Development, Park Planner, Coordinator of Interpretive and Information Services, Naturalist/Information Specialist, Administrative Secretary and the Parks Secretary. The Parks Commission employs approximately 60 seasonal and part-time staff including Park Attendants, Grounds Attendants, an intern and part-time Gatekeepers for 11 of the parks.

MAINTENANCE AND OPERATIONS

A critical component of the Parks Commission program is providing the highest quality maintenance and operations possible at all Commission operated parks and other sites. 2009 was a challenging year for field staff, with continued emphasis on high quality operations as the complexity of the park system grows and a focus on controlling costs as much as possible in all areas but especially through prudent travel to and from parks, and by use of low cost alternative labor whenever possible. The following offers more detail of key aspects of 2009 maintenance and operations:

- **Park Use Trends in 2009** – The Lakeshore beach parks were very popular in 2009. Especially popular were North Beach Park where you can park next to the water; Rosy Mound Natural Area because of the beautiful trail and long stretch of pristine beach; and Tunnel Park because of its open expanse of beach, excellent dune top views, and proximity to Holland and Holland State Park. Good snow provided the needed setting for a record number of skiers and sledgers at Pigeon

Creek Park. Use of the 10 miles of groomed trails, two sledding hills, and the lodge was never higher. Many beginner skiers were observed this season. High skier numbers were due in part to the favorable snow conditions, but also due to the growing popularity of cross country skiing in Ottawa County. Also, snow shoeing has become increasingly popular. Some parks are developing a ‘special following’ that contributed to their use in 2009 – including the Rosy Mound Natural Area (beloved by many for its natural feel), Mount Pisgah at Historic Ottawa Beach Parks (undisputed best views in the County), Spring Grove Park (for weddings and professional photography), and specific hiking parks that were well used in 2009 including Hemlock Crossing, Pigeon Creek Park and North Ottawa Dunes.

- **Parks Revenues Produced in 2009**

Motor vehicle fees:

- The budget estimate for revenues from the sale of 2009 motor vehicle permits was set at \$230,000. Actual revenues collected in 2009 were \$241,808.
- Revenues produced in 2009 increased more than \$10,000 over revenues collected in 2008 (\$231,000).

Experience has shown that lakeshore revenue totals are directly tied to the quality of ‘beach’ weather (i.e. 80° and sunny). The high total in 2009 reflects the favorable weather for beach use during the summer.

Reservation Facilities:

- The 2009 budget estimate for revenues from reservations was \$60,000. The actual revenues produced in 2009 were \$77,664.
- Compared to 2008 (\$66,410), revenues in 2009 increased by more than \$11,000.

Increasing inquiries for fall reservations led to a decision late in the year to extend the reservation season at six sites until mid-October (the season previously ended Labor Day weekend). The extended schedule will begin in 2010.

Pigeon Creek Winter Skiing and Sledding (2009/2010 season):

- Revenues from winter operations generated from ski rentals and concession sales during the 2009/2010 winter season were \$55,280.
- Compared to the 2008/2009 season, revenues for 2009/2010 increased by more than \$17,000.

The amount of revenues produced from this operation is an indicator of its immense popularity this past season and is impressive when considering that all

revenues come from sale of concession items typically \$1 or less in addition to \$8 ski rentals.

- **Highlights of Field Staff Efforts In 2009** – Routine maintenance is mundane but remains critical to the Parks Commission’s success. Routine maintenance in 2009 included tasks such as picking up litter, emptying trash, cleaning buildings and grounds, mowing and trimming, blowing and sweeping, grading gravel lots and drives, cleaning up downed trees (more than 160), and prep/clean up of reservation facilities.

After routine maintenance, priority shifts to work on repairs and special projects which are critical for presenting the highest quality facilities. Repairs were wide ranging – for buildings, on park grounds, on trails, and in other areas. projects also varied greatly – from installing posts and cable to control access at a new property – to sanding, finishing and displaying a huge slice of oak log at the Nature Education Center.

At newer properties, operational tasks, such as rule enforcement and neighbor relations, require a greater time commitment. Most of the efforts were related to restricting illegal use, such as off-road vehicle trespass and controlling illegal hunting and trespassing. Encroachments by neighbors onto park land is also an issue that is being addressed throughout the park system.

- **Land Stewardship** – The role of parks operations staff in land stewardship continues to expand as threats from invasive species grow and the Parks Commission works to maximize the quality of natural lands under its management. Invasive species control continues to require the greatest commitment of staff resources as park staff work to aggressively manage those species considered to be the greatest threat to the park system. Significant progress was made in controlling garlic mustard, honeysuckle, autumn olive and other well established invasive species. Development of “early detection, rapid response” program will assist in recognizing and removing new invasive species before they get established.

Red pine management, a process begun in 2007, was completed in 2009 with work to thin pine plantations at Pigeon Creek Park. Red pine is not native to mid-Michigan and is experiencing significant disease problems. As the red pine plantations are thinned, native tree and plant species are able to naturally re-vegetate the areas. In areas where native vegetation is slow to become established, park staff worked with volunteer groups to plant native tree seedlings.

- **Alternative Labor Use** – The Parks Commission has always emphasized efforts to use low cost alternatives to hiring full-time staff. Extensive use of seasonal employees (primarily Park Attendants and Grounds Attendants) and the use of part-time workers (primarily Gatekeepers) continued to provide an efficient labor source in 2009.

In 2009, parks staff studied alternatives to the use of SWAP (jail inmate crews) due to increasing costs. This study led to a plan for the replacement of SWAP with a year-round, part-time crew of five workers (starting in 2010) with a goal to provide a more cost-effective labor source with more capability to meet expanding labor needs in the park system.

Volunteers once again played an important role in 2009. A developing relationship with Ottawa County United Way, efforts of many school groups and work from area corporations provided over 3,800 hours of help. This is up from approximately 3,200 hours in 2008. Volunteer spirit is alive and well in Ottawa County, and parks staff is very appreciative of the help provided. As good as it has been, staff feels there is still potential for growth in this area.

In summary, the 2009 field maintenance and operations continued to grow, requiring a continued emphasis on quality and a focus on controlling costs. These efforts will make sure standards established in the past will continue into the future with minimal 'growing pains'. The Parks Commission's goal is to provide park users the highest quality experience possible at the lowest cost possible in order to fulfill our role in the broader Ottawa County effort to provide the best quality services possible for its citizens and visitors.

INTERPRETIVE PROGRAMS AND INFORMATION SERVICES

Interpretive Programs and Activities – Ottawa County Parks offered 67 public interpretive programs throughout the parks system in 2009.

The following is a summary of 2009 public interpretive programs:

WINTER (*December, January, and February*)

- Winter Birding Field Trips (2 trips)
- A Close-Up Look at Nature (2 programs)
- Winter Discovery Hikes (2 hikes)
- How to Know Your Holiday Trees
- Budding Naturalist Series - Winter Wonderland Walk

SPRING (*March, April, and May*)

- Signs of Spring Nature Walk Series (11 walks)
- Spring Bird Walks (6 walks)
- Stewardship Workdays (2 days)
- Spring Birding Trips (5 trips)

SUMMER (*June, July, and August*)

- Focus on Nature Walk Series (6 walks)
- Beach Zone (2 days)
- Butterfly Day for Kids

- Summer Birding Field Trips (2 trips)
- Butterfly Counts (2 counts)
- Stewardship Work Days (3)

FALL (September, October, and November)

- Fungi Field Trip
- Budding Naturalists Series (3 programs)
- A Close-Up Look at Seeds
- Fall Color Walks (3 walks)
- Bird Walks (4 walks)
- Fall Birding Trips (3 trips)
- Pigeon River Kayak Trips (2 trips)
- Raptor Watch at Mt. Pisgah
- Stewardship Workdays

Other 2009 programs, activities and events:

- Cross Country Ski Clinics at Pigeon Creek Park (12 clinics)
- Pigeon Creek Biathlon (13th Annual)
- Conducted a program at the Spring Lake Library for the Tri-Cities Garden Club on “What’s New in Ottawa County Parks” for 14 people.
- Conducted two cross country ski clinics at Pigeon Creek Park for 19 kids from the Grand Rapids Boys and Girls Club.
- Presented a program on Invasive Species Control Efforts in Ottawa County Parks for the Michigan Invasive Plant Council’s Annual Symposium in East Lansing with 30 people attending.
- Presented a program to 26 elementary students from Fruitport Schools on wetlands.
- Coordinated four days of stewardship work for 240 eighth graders from Fruitport Schools (60 different kids each day). Two days were spent at Pigeon Creek Park and two days at Hemlock Crossing. Melanie Good (from Land Conservancy of West Michigan) and Parks staff presented a program each day before the students worked pulling garlic mustard, building brush piles for wildlife and planting trees in recently-logged areas.
- Led a birding field trip for an international group as part of the Annual Benthos Conference sponsored by GVSU with eight people attending.
- Conducted a program on Ottawa County Parks for the White Pine Chapter of the Michigan Botanical Club with six people attending.
- An invasive plant training, with emphasis on buckthorn, was attended by 26 parks staff, monitors, Friends and other volunteers. Most properties were surveyed for this very invasive plant in fall 2009.
- Parks staff, along with Hoffmaster staff, conducted a dunes program for 60 adults as part of a language class at Hoffmaster State Park.
- A dune ecology program was conducted at Rosy Mound for 50 middle school students from West Ottawa schools.
- A fall hike was conducted for 18 home school students at Grand River Park.

Nature Education Center Project – Construction of the new 8,000+ square foot center began in early April after the hiring of CL Construction as the contractor. Good progress was made throughout 2009 and parks staff gained occupancy of the building in late December. Chip Francke, Coordinator of Interpretive and Information Services, and Kristen Hintz, Parks Naturalist, have their offices in the center. Kristen was hired in July 2009.



Parks Information

- **Newsletter** – *Outdoors Ottawa County* is the quarterly newsletter of the Ottawa County Parks and Recreation Commission. At the end of 2009, the newsletter was being mailed to 5,006 households as well as being distributed to libraries and other public locations. There was a large jump in the number of newsletters mailed due to a new newsletter check box on annual parking permit forms. The newsletter provides current information on park projects and includes the seasonal schedule of interpretive programs and Friends of Ottawa County Parks events.
- **Web Site** – A new format for the Parks web site was implemented in 2009. This format makes the web site more user-friendly and provides updated information about the parks and park projects.

Friends of Ottawa County Parks Activities – Friends are a non-profit organization dedicated to connecting people with nature, recreation and community by partnering with and supporting the Ottawa County Parks and Recreation Commission. Friends members planned and conducted the following activities in 2009:

- Santa at the Weaver House
- Reuse Resale (raised \$3,500 for the Nature Education Center project)
- Grand Lady Cruise
- Earth Day Celebration
- Family Fishing Days (2)
- Picnic in the Park
- Annual Meeting
- Spring Grove Park Work Bee
- National Trails Day activities at Hemlock Crossing

- GVSU Fitness Expo (650 people visited the Friends booth)

PARK PLANNING

Planning efforts to efficiently develop and manage existing park and open space properties were initiated at several sites, including the following:

- **Eastmanville Bayou master planning** – Following acquisition of a key parcel in late 2008, initial site preparation and planning for public access improvements including parking, boat launch, and trailhead features was initiated including two public input meetings to gather resident input and ideas.
- **Bur Oak Landing Trails** – Site analysis to plan the trail system at Bur Oak Landing began with the goal of implementing trail construction in 2010.
- **Deer Creek Connector Bridge Study** – An engineering consultant was retained to study the possibility of connecting Deer Creek Park to the newly expanded Ripps Bayou property by means of a bridge over the Deer Creek near its confluence with the Grand River. Functional, technical, cost, and regulatory issues were evaluated and several alternative designs suggested as part of the study.
- **Olive Shores Master Plan** – A comprehensive master plan for the newly acquired Olive Shores property on Lake Michigan was completed in early fall, 2009. Assisted by a grant from the Michigan Coastal Management Program, the public planning process for this park resulted in a master plan and construction drawings detailing all park improvements including trails, boardwalks, stairs, restroom, and other amenities planned for this 20-acre site.
- **Connor Bayou Master Plan** – Master Plan work for the Connor Bayou site on the Grand River in Robinson Township began and focused on design of visitor amenities including parking, trails, boardwalks, and overlooks, as well as renovation of the existing log home for use as a rental facility. Additional work is scheduled to further evaluate the potential of a campground for this site.
- **Bend Area Planning** – Planning work continued to further define the potential of this site for future park facilities, even as gravel mining activities continue. Adjustments to the existing master plan were analyzed based on the latest information relating to mining time-frames and the likely extent of gravel extraction.
- **Holland Harbor Fishing Access Planning** – Spurred on by a \$500,000 grant from the Great Lakes Fishery Trust, planning began for improvements to this site located on the north shore of Lake Macatawa at the eastern end of the Holland Harbor channel adjacent to Holland State Park. This \$650,000 project will

provide an extensive system of docks and boardwalks to provide access to a particularly scenic and productive fishing location.

- **Ottawa Beach Riparian Rights Study** – As part of the planning process for the currently unimproved portions of the Lake Macatawa shoreline, riparian rights were determined for the park parcels in relation to existing government (Coast Guard) and private (Parkside Marina) parcels in this area.
- **Holland Country Club** – Planning work began in late 2009, as required to facilitate submission of a grant from the Great Lakes Restoration Initiative. Initial planning included evaluating this 122-acre proposed park site in terms of its potential for park activities, park and greenway trail systems, and native habitat restoration.

LAND ACQUISITION

The Parks Commission acquired 149.3 acres of land in 2009. This includes the following properties:

- **Olive Shores** – Two parcels, comprising 13.6 acres with 538 feet of Lake Michigan frontage, were acquired in Port Sheldon Township to expand a waterfront site previously acquired in 1999. A \$2 million grant from the Michigan Natural Resources Trust Fund assisted with the \$3,842,000 purchase.
- **Upper Macatawa Natural Area Expansion** – The Upper Macatawa site was expanded to 612 acres with the purchase of 17.1 acres on its southeast boundary. The \$85,500 purchase was completed with park millage funds.
- **Kuits Bayou Purchase** – Progress in acquiring key land along the Grand River continued with the acquisition of 80 acres in Allendale Township. County Parks acquired the land from two owners for a total of \$341,720. The property is a wooded floodplain with 1.2 miles of frontage on the Grand River and 2,650 feet of frontage on Kuits Bayou.
- **Crockery Creek Natural Area Expansion** – A 28-acre parcel with extensive frontage on Crockery Creek was acquired, bringing the total acreage of this natural area park to 334 acres. The acquisition will preserve wooded floodplain and protect key views within the park.
- **Ripps Bayou Property Trade** – An important property trade was completed, linking Deer Creek Park to Ripps Bayou. The trade also added 10.6 acres to Ripps Bayou Open Space, which now features nearly 1.5 miles of continuous Grand River frontage.

PARK DEVELOPMENT AND IMPROVEMENTS

Major park improvement projects undertaken in 2009 are summarized below:

- **Eastmanville Farm Equestrian Trails** – An equestrian parking area, trail head and 3.5 miles of equestrian trail were completed at Eastmanville Farm and the site was officially opened to the public. Hiking trails also provide opportunities to explore the site and view the 1930's era barn that was painted in 2009, completing an extensive renovation process.



- **The DeVries Room** – The DeVries Room at Hager Park was established by remodeling former museum/exhibit space and adding a small kitchen and other amenities. Following a dedication ceremony honoring past Parks Commission member Andrew DeVries, the room was opened to the public for reservations.
- **Pigeon Creek Equestrian Parking Expansion** – A new gravel parking area was constructed to provide easier access for larger equestrian trailers and other vehicles. The lot doubles as overflow for busy winter skiing and sledding days.
- **Upper Macatawa Natural Area Grassland Restorations** – Efforts continued to improve habitat included preparing and seeding 24 acres of land with native wetland and grassland plantings.
- **North Ottawa Dunes Donor Recognition Plaza and Trails** – Final details were completed to the parking lot and trailhead plus over eight miles of trails and stairs linking the 500-acre North Ottawa Dunes property with North Beach Park and P.J. Hoffmaster State Park. A public dedication was held in late May. A donor

recognition sign lists the names of the nearly 700 individuals and organizations that donated funds to help purchase the dune preserve.



- **Mt. Pisgah Trails and Signage** – Although substantially completed in 2008, interpretive signs, trail maps, and other final details were finished in 2009 in time for a June open house.
- **Hager Park Stream Fencing** – In order to protect previous work to restore stream erosion in Hager Park, permanent fencing was installed along the creek in the high use picnic area of the park.



- **Nature Education Center** – Tremendous progress was made in the design and construction of the new Ottawa County Parks Nature Education Center. The 8,000+ square foot facility opened in early 2010. The new facility houses all nature interpretive functions including the department’s two naturalists and also

serves as a visitor center for the County Park and Open Space System. The new center is expected to be LEED certified at the gold level and features geothermal heating and cooling. The \$1,840,000 cost of the new facility is funded by \$443,000 in donations, \$420,000 in red pine thinning revenues and \$977,000 from the parks millage.

- **Grand River Park Path Paving** – Major renovations to the existing path system were initiated, including new concrete paths connecting the Picnic Building to adjacent features, and resurfacing of deteriorating bituminous paths. New barrier free features including picnic table pads and a lake overlook path loop were also added.
- **Bend Area Access** – A new parking area was added to provide access for hikers and fishermen using the 188 acre Bend Area Open Space, which was acquired in 2008.
- **Black Lake Shoreline Improvements** – The second phase of improvements along Lake Macatawa in front of Black Lake Avenue at Historic Ottawa Beach Parks was completed in early summer. The project includes a walkway extension and waterfront viewing deck.



- **Riverside Park Trails** – A lease of approximately 31 acres from the State of Michigan expanded Riverside Park to 95 acres and allowed for development of trails on a point of land east of the park. Two miles of hiking and cross-country ski trails have been completed and a new trailhead constructed within Riverside Park.
- **Ottawa Beach (Park 10) Resident Parking** – As part of the continuing effort to manage the Historic Ottawa Beach Parks for the benefit of the public and residents and to implement the park master plan, an additional resident parking

area was defined and constructed. This project not only improved the area from a functional perspective, but also resolved significant resident encroachments on public park property.



2010 PARKS COMMISSION GOALS

Integrate New Operational Commitments While Continuing High Quality Park Operations – The Parks Commission will strive to continue balancing operational capability with growth of the park system. A new position focused on natural resources management and volunteer coordination will expand the Commission's ability to utilize volunteers in controlling invasive species and other land management tasks.

Fiscal Responsibility – Continue emphasis on reducing costs, exploring new revenue sources and operating in the most cost effective manner possible in response to declining property tax revenues. Undertake cost study to better identify the cost of individual parks, programs and facilities.

Diversified Funding Strategy – Continue the focus on maintaining a diversified long-range funding strategy for the County Park system as identified in the *2006 Parks Plan*, with continued focus on expanding donations from the private sector and identifying new sources of public grant support.

Long Range Parks Plan – Complete update of five-year Parks, Recreation and Open Space Plan, including survey of County residents.

Public Relations – Continue efforts to promote awareness of the County Park system with County residents and seek to add the use of social networking sites to accomplish this goal. Continue to improve content on the Parks website.

Grand River Greenway – Continue with the development of a detailed greenway master plan and work to build public and local government support for the greenway initiative. Continue efforts to expand public access to recently acquired greenway properties including Bur Oak Landing, Eastmanville Bayou and Connor Bayou. Develop water trail and seek designation as a Michigan Heritage Water Trail. Continue to monitor and acquire key lands in the river corridor.

Pigeon River Greenway – Continue to monitor the availability of key lands in the river corridor for potential acquisition.

Macatawa River Greenway – Complete grassland and wetland restoration projects at the Upper Macatawa Natural Area. Undertake planning for the newly acquired Holland Country Club property and seek funding assistance for site restoration.

Lake Michigan Coastal Greenway – Seek funding assistance to undertake first phase improvements at Olive Shores, as called for in the new master plan.

Interpretive Programs and Nature Education Center – Begin operation of the Nature Education Center and hire/train part-time Naturalist Guides. In addition to continuing successful year-round interpretive programs, begin offering programs to school and other youth groups through the Nature Education Center. Continue soliciting donations for the Nature Education Center Endowment Fund.

Friends Group – Continue close coordination and collaboration with Friends Group, which serves as a support group for Ottawa County Parks.

Historic Ottawa Beach Parks (Park 12) – Construct expanded fishing opportunities through implementation of the Holland Harbor Fishing Access project, consistent with the park master plan. Take additional steps to implement the park master plan.

Stewardship Activities – Continue efforts to provide a high level of land stewardship through control of invasive species, development of land management and stewardship plans, and restoration of degraded sites. Focus on dune stabilization and restoration at both North Beach Park and Mt. Pisgah. Evaluate the need to manage deer populations in and around various park sites to protect native vegetation and the ecological health of the park properties.

Bend Area Site – Continue to work with the mining companies and other landowners to implement the Bend Area Master Plan, with a long-range goal of expanding opportunities for swimming and other water-based activities in eastern Ottawa County.

Connor Bayou – Undertake campground feasibility study and complete master plan work. Initiate first phase improvements to enhance public access.

Eastmanville Farm – Coordinate efforts with Friends of Ottawa County Parks on cemetery restoration efforts. Continue efforts to evaluate farm park feasibility with an expanded role by Farm Bureau and the agricultural community.

Accessibility – Continue to make modifications to parks and facilities to remove barriers and achieve maximum accessibility throughout the park system.

Open Space Lands – Continue efforts to improve public awareness and access to Open Space lands. Construct and mark trails at selected Open Space lands to promote use.

Attachment A

Ottawa County Parks and Open Spaces Acreage and Water Frontage		Water Frontage		
December 31, 2009				
Parks and Open Spaces	Acreage	Lake Michigan Frontage (feet)	River Frontage (Grand River, Pigeon & Macatawa) (feet)	Bayou & Inland Lake Frontage (feet)
<u>Grand River Greenway</u>				
Connor Bayou	142	0	4,563	1,687
Crockery Creek Natural Area	334	0	2,640	0
Jubb Bayou (Open Space)	97	0	4,589	4,026
Riverside Park	64	0	4,250	0
Bur Oak Landing (Open Space)	261	0	7,392	5,267
Eastmanville Farm	229	0	1,365	0
Eastmanville Bayou	157	0	9,364	8,300
Deer Creek Park	2	0	530	0
Ripps Bayou (Open Space)	172.5	0	5,680	7,992
Kuits Bayou (Open Space)	80	0	6,191	2,650
Fillmore at the Bend (Open Space)	68	0	0	0
Grand River Park	162	0	2,505	0
Bend Area (Open Space)	188	0	3,145	0
	<u>1,956.5</u>	<u>0</u>	<u>52,214</u>	<u>29,922</u>
<u>Pigeon River Greenway</u>				
Hemlock Crossing/Pine Bend	239	0	7,920	0
Pigeon River Open Space	30	0	2,354	0
Pigeon Creek Park	282	0	3,200	0
Pigeon Creek Forest (Open Space)	130	0	0	0
	<u>681</u>	<u>0</u>	<u>13,474</u>	<u>0</u>
<u>Macatawa River Greenway</u>				
Adams Street Landing	10	0	1,100	0
Upper Macatawa Natural Area	612	0	13,100	0
Middle Macatawa	40	0	1,792	0
	<u>662</u>	<u>0</u>	<u>15,992</u>	<u>0</u>
<u>Lake Michigan Coastal Greenway</u>				
North Ottawa Dunes	513	0	0	0
North Beach Park	7	745	0	0
Rosy Mound Natural Area	164	3,450	0	0
Kirk Park	68	1,850	0	0
Olive Shores	20.5	738	0	0
Tunnel Park	22.5	950	0	0
Historic Ottawa Beach Parks	58	756	0	2,560
	<u>853</u>	<u>8,489</u>	<u>0</u>	<u>2,560</u>
<u>General Parks, Open Space and Trails</u>				
Musketawa Trail	NA	0	0	0
Conklin Trailhead	0	0	0	0
Marne Trailhead	0	0	0	0
Un-named Site - Wright Township	8	0	0	0
Grose Park	40	0	0	823
Marne Bog	40	0	0	0
Robinson Forest (Open Space)	80	0	0	0
Johnson Street Forest (Open Space)	50	0	0	0
Hiawatha Forest (Open Space)	365	0	0	0
Hager Park	104	0	0	0
Port Sheldon Natural Area (Open Space)	440	0	0	0
VanBuren Street Dunes (Open Space)	120	0	0	0
Spring Grove Park	16	0	0	0
Riley Trails	300	0	0	0
	<u>1,563</u>	<u>0</u>	<u>0</u>	<u>823</u>
	5,715.5	8,489	81,680	33,305
Miles		1.6	15.5	6.3

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: WEMET

Submitted By: Keith Van Beek

Agenda Item: West Michigan Enforcement Team (W.E.M.E.T.) 2009 Annual Report

SUGGESTED MOTION:

To receive for information the West Michigan Enforcement Team (W.E.M.E.T.) 2009 Annual Report.

SUMMARY OF REQUEST:

In accordance with 2010 Rules of the Ottawa County Board of Commissioners:

Section 4.6 - Annual Reports From Departments of County Government - It is the policy of the board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #2

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended | Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.18 13:41:59 -0400

Committee/Governing/Advisory Board Approval Date:

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

2009 WEMET Annual Report

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

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Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

OPERATIONS BOARD OF DIRECTORS

CHAIRPERSON 2009

Gary Rosema
Ottawa County Sheriff

VICE CHAIRPERSON 2009

Chief Tony Kleibecker
Muskegon Police Department

Allegan County Prosecutor
Prosecutor Frederick Anderson

Allegan County Sheriff Department
Sheriff Blaine Koops

Zeeland Police Department
Chief William Olney

Grand Haven Dept. of Public Safety,
Director Dennis Edwards

Norton Shores Police Department
Chief Dan Shaw

Ottawa County Prosecutor
Prosecutor Ronald Frantz

Ottawa County Sheriff Department
Sheriff Gary Rosema

Holland Police Department
Acting Chief Matt Messer

Muskegon Police Department
Chief Tony Kleibecker

Michigan State Police
Captain Gary Gorski

Muskegon County Prosecutor
Prosecutor Tony Tague

Michigan State Police – Wayland
F/Lt. Dave Greydanus

Muskegon County Sheriff Department
Sheriff Dean Roesler

Board of Directors includes the administrative head or one appointed representative of each participating agency. “Participating Agencies” refer to law enforcement agencies providing personnel or paying the annual membership fees.

Multi-Jurisdictional Drug Enforcement Team



WEST MICHIGAN ENFORCEMENT TEAM

POLICY BOARD OF DIRECTORS

CHAIRPERSON 2009

Al Vanderberg
Ottawa County Administrator

VICE CHAIRPERSON 2009

Bryon Mazade
Muskegon City Manager

SECRETARY 2009

Jon Campbell
Allegan County Commissioner

TREASURER 2009

June Hagan
Ottawa County Fiscal Services Director

Jon Campbell
Allegan County Commissioner

Dean Kapenga
Allegan County Commissioner

Bonnie Hammersley
Muskegon County Administrator

Bryon Mazade
Muskegon City Manager

John Snider II
Muskegon County Commissioner

Al Vanderberg
Ottawa County Administrator

Roger Rycenga
Ottawa County Commissioner

Donald Komejan
Manager, Holland Charter Township

Steven Patrick
Coopersville City Manager

Soren Wolff
Holland City Manager

Captain Gary Gorski
Michigan State Police

Mark Meyers
Norton Shores City Manager

Robert Sarro
Allegan County Administrator

June Hagan
Ottawa County Fiscal Services Director

Policy Board Members are appointed by the Allegan, Muskegon, and Ottawa County Commissions.

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

PARTICIPATING AGENCIES MANPOWER COMMITMENTS

<u>AGENCY</u>	<u>OFFICERS ASSIGNED</u>
Michigan State Police	5
Holland Police Department.....	4
Muskegon Police Department.....	4
Ottawa County Sheriff Department	6
Allegan County Sheriff Department	2
Grand Haven Department of Public Safety.....	1
Muskegon County Sheriff Department	1
Norton Shores Police Department	1
Total Officers Assigned to WEMET	24

Multi-Jurisdictional Drug Enforcement Team



WEST MICHIGAN ENFORCEMENT TEAM

2009

CHAIN OF COMMAND AND STRUCTURE

**Michigan State Police
D/F/Lt. John Porter
Task Force Coordinator**

**D/Lt. Cameron Henke
Section Commander**

Muskegon Team	Ottawa Street	Ottawa Conspiracy	Holland Gang Task Force	Allegan Team	Admin. Staff
MSP D/Sgt. Team Leader Direct Assignment	Ottawa County SD D/Sgt. Team Leader Direct Assignment	MSP D. Sgt. Team Leader Grant Funded	Holland PD D/Sgt. Team Leader Direct Assignment	MSP D/Sgt. Direct Assignment	Civilian Property Room Manager
Muskegon PD D/Sgt. Direct Assignment	Ottawa County SD Dep/Invest Direct Assignment	Ottawa County SD Dep/Invest Direct Assignment	Holland PD Ofcr/Invest Grant Funded	Allegan County SD Dep/Invest Grant Funded	
Muskegon PD Ofcr/Invest Grant Funded	Ottawa County SD Dep/Invest Direct Assignment	Ottawa County SD Dep/Invest Direct Assignment	Holland PD Ofcr/Invest Grant Funded	Allegan County SD Dep/Invest Direct Assignment	
Muskegon PD Ofcr/Invest Direct Assignment	Grand Haven DPS Dep/Invest Direct Assignment		Ottawa Co. SD Dep/Invest Direct Assignment	MSP Wayland #56 Tpr/Invest Direct Assignment	
Muskegon PD Ofcr/Invest Direct Assignment	Holland PD Ofcr/Invest Grant Funded				
Muskegon Co. SD Dep/Invest Grant Funded					
Norton Shores PD Ofcr/Invest Grant Funded					

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

ADMINISTRATIVE STAFF AND COMMAND

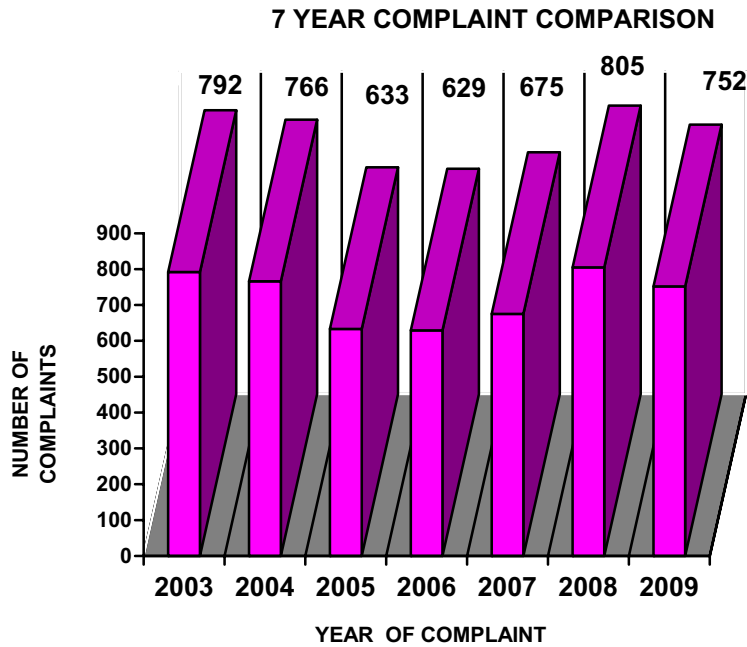
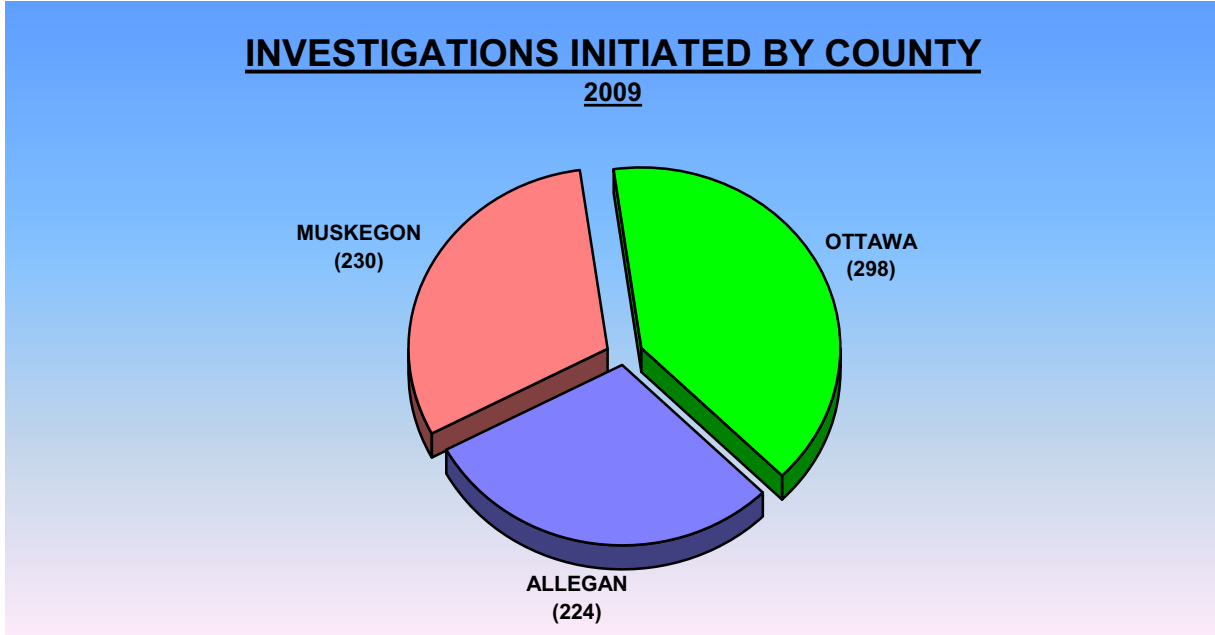
D/F/Lt. John Porter, Task Force Coordinator	Michigan State Police
D/Lt. Cameron Henke, Section Commander	Michigan State Police
D/Sgt. Mike Anderson, Team Leader	Michigan State Police
D/Sgt. Ana Amaya, Team Leader	Holland Police Department
D/Sgt. Andy Fias, Team Leader	Michigan State Police
D/Sgt. Chris Koster, Team Leader	Ottawa County Sheriff's Department
D/Sgt. Steve Waltz, Team Leader	Muskegon Police Department
D/Sgt. Mike Harris, Team Leader	Michigan State Police
William Evans, Property Room Manager	

Multi-Jurisdictional Drug Enforcement Team



WEST MICHIGAN ENFORCEMENT TEAM

INVESTIGATIONS INITIATED BY COUNTY



WEMET



WEST MICHIGAN ENFORCEMENT TEAM

CASES INITIATED BY VENUE

ALLEGAN COUNTY----224

Allegan Twp -----	10
Allegan-----	14
Casco Twp. -----	3
Clyde Twp-----	1
Cheshire Twp.-----	12
Douglas-----	2
Dorr Twp. -----	3
Fennville-----	1
Fillmore Twp -----	1
Ganges-----	1
Gunplain -----	17
Heath -----	2
Holland -----	1
Hopkins-----	1
Laketon Twp. -----	1
Leighton-----	0
Lee Twp. -----	14
Martin -----	2
Manilus-----	0
Martin Twp. -----	16
Monterey Twp.-----	2
Otsego-----	15
Otsego Twp. -----	26
Overisel-----	0
Plainwell-----	6
Salem Twp. -----	1
Saugatuck-----	1
Saugatuck Twp.-----	0
Trowbridge -----	23
Valley Twp. -----	4
Watson Twp. -----	18
Wayland -----	1
Wayland Twp -----	4
Other Venue-----	21

MUSKEGON COUNTY ---- 230

Blue lake Twp. -----	5
Casnovia.-----	0
Casnovia Twp -----	0
Cedar Creek Twp -----	1
Dalton Twp. -----	6
Egelston Twp. -----	4
Fruitland Twp-----	2
Fruitport-----	2
Fruitport Twp.-----	4
Laketon Twp -----	1
Holton Twp-----	0
Montague-----	0
Montague Twp -----	0
Moorland Twp-----	6
Muskegon City -----	115
Muskegon Heights-----	51
Muskegon Twp. -----	9
North Muskegon-----	0
Norton Shores -----	16
Ravenna -----	1
Roosevelt Park-----	4
Sullivan Twp-----	0
White River Twp -----	0
Whitehall Twp-----	0
Whitehall-----	1
Other Venue-----	2

OTTAWA COUNTY --298

Allendale Twp.-----	15
Blendon Twp-----	2
Chester Twp -----	1
Coopersville -----	1
Crockery Twp. -----	1
Ferrysburg. -----	0
Georgetown Twp.-----	11
Grand Haven -----	8
Grand Haven Twp. -----	5
Holland-----	108
Holland Twp.-----	69
Hudsonville-----	4
Jamestown Twp-----	0
Olive-----	5
Park Twp.-----	14
Polkton Twp. -----	2
Port Sheldon Twp.-----	2
Robinson Twp.-----	0
Spring Lake -----	1
Spring Lake Twp -----	5
Tallmadge Twp. -----	7
Wright Twp-----	1
Zeeland -----	8
Zeeland Twp -----	5
Other Venue-----	23

Multi-Jurisdictional Drug Enforcement Team



WEST MICHIGAN ENFORCEMENT TEAM

INVESTIGATIONS INITIATED BY SUBSTANCE

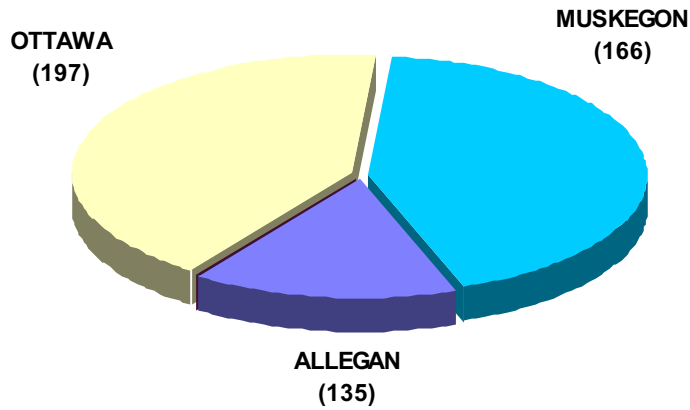
	MUSKEGON	OTTAWA	ALLEGAN
Marijuana	76	150	26
Cocaine	113	83	12
Ecstasy	4	2	0
LSD/Mushrooms	0	4	0
Methamphetamine	4	5	160
Heroin	4	10	1
Analogues	9	2	5
Other Investigations	20	42	20
Total	230	298	224



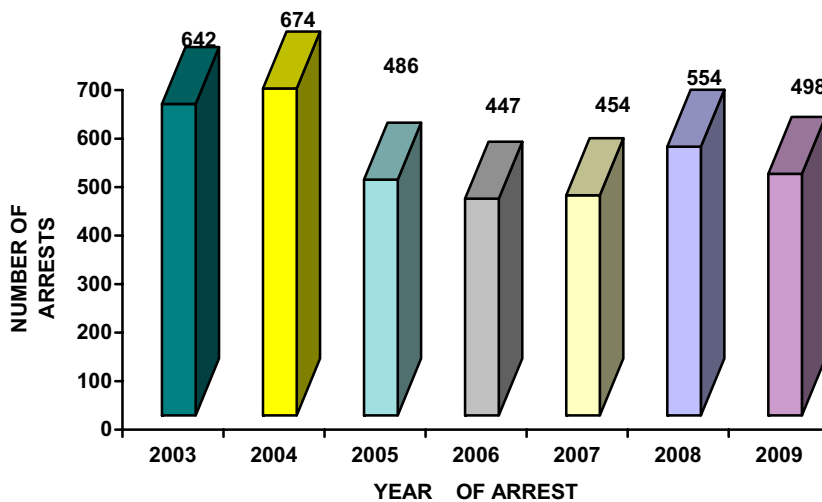
WEST MICHIGAN ENFORCEMENT TEAM

ARRESTS BY COUNTY

ARRESTS BY COUNTY
2009



7 YEAR ARREST COMPARISON



WEMET



WEST MICHIGAN ENFORCEMENT TEAM

BREAKDOWN OF CHARGES IN 2009

<i><u>Offense</u></i>	<i><u>No. of Charges</u></i>
Marijuana.....	126
Cocaine.....	92
Heroin.....	6
Methamphetamine.....	102
LSD/Mushrooms.....	6
Analogues.....	31
Weapon Offenses (Other).....	9
Property Crimes.....	8
Crimes against Persons.....	11
Fugitive.....	90
Other.....	17
	Total..498

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WEST MICHIGAN ENFORCEMENT TEAM

CLASSIFICATION OF NARCOTIC TRAFFICKERS

2009

<u>CLASS</u>	<u>NUMBER OF ARRESTS</u>
I	137
II	95
III	133

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

PURCHASES AND SEIZURES IN 2009

MARIJUANA	1126 POUNDS
HEMP SEIZURES	2272 PLANTS
COCAINE	6467 GRAMS
CRACK COCAINE	795 GRAMS
LSD/MUSHROOMS	931 GRAMS
METHAMPHETAMINE	602 GRAMS
ECSTASY	976 UNITS
HEROIN	111 GRAMS
OTHER ANALOGUES	311,676 UNITS/GRAMS

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WEST MICHIGAN ENFORCEMENT TEAM

HISTORICAL YEARLY COMPARISONS

<u>YEAR</u>	<u>ARRESTS</u>	<u>INVESTIGATIONS</u>	<u>NARCOTICS EXPENSES</u>	<u>NARCOTICS SEIZURES</u>	<u>TOTAL EXPENSES</u>
1993	197	356	28,437	48,922,333	491,065
1994	254	399	15,815	1,879,394	450,408
1995	239	307	13,503	7,451,947	193,460
1996	223	309	26,349	1,980,976	232,080
1997	195	286	45,270	1,183,935	253,926
1998	362	391	31,041	2,362,285	202,759
1999	348	414	37,340	3,863,753	247,384
2000	479	458	26,874	5,122,565	230,125
2001	569	598	37,517	5,631,096	310,812
2002	596	729	54,347	3,497,880	327,950
2003	642	792	44,303	3,399,078	383,244
2004	674	766	61,301	5,207,632	396,017
2005	486	626	32,856	1,730,792	473,014
2006	447	629	59,141	1,770,463	526,479
2007	454	675	35,380	7,003,002	412,336
2008	554	805	51,433	4,719,291	438,307
2009	498	752	70,778	3,631,366	409,379

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

2009 EXPENDITURES

WEMET spent \$70,788 in purchasing of evidence to further criminal investigations.

Supervised payments of \$7,880 were paid directly to informants who were controlled by investigators. This money is for the investigative services of cooperating individuals, and for information received reference criminal activity.

Additional operational expenses incurred by WEMET totaled \$330,722. This includes office rental, utilities, personnel costs, vehicles, equipment and other operating expenses.

Total 2009 WEMET operational costs for five teams of detectives, \$409,390.

ANNUAL GOVERNMENTAL NARCOTIC FORFEITURE REPORT

Number of forfeiture proceedings-----	188
Real property forfeitures-----	1
Conveyances forfeitures-----	29
Cash forfeitures-----	152
Other personal property-----	97
Net total proceeds-----	\$296,166

OTHER ACTIVITY

Search Warrants Executed-----	175
Firearms Seized-----	93

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

2009 SIGNIFICANT CASES

In 2009 there were many significant criminal investigations conducted by WEMET detectives. The following cases are examples of the outstanding results achieved by the team.

WMS-5-09

WEMET conducted surveillance after receiving a tip on a possible meth lab in a vehicle. Detectives saw the vehicle and had a marked unit conduct a traffic stop. The Deputy saw meth components in plain view upon contact with the driver. WEMET Detectives then approached and conducted a search. A large meth lab, meth waste, and meth components were found throughout the vehicle. The driver was arrested and charges are pending.

WMS-37-09

WEMET Detectives and marked units were working psuedoephedrine log enforcement when they noticed a subject exiting a retail store with two gallons of Coleman Fuel. The subject was then followed to another retail store where he purchased two other meth components. Contact was made by marked units after his car stalled out in the roadway leaving the store. WEMET Detectives assisted on the stop which led to a consent search at the subject's residence. The subject took Detectives to a house which appeared to be abandoned. After further questioning the subject took Detectives to his real residence. A consent search was conducted which resulted in a meth lab seizure. A second suspect was also identified. CPS was contacted and responded for three children located in the residence. Both suspects were lodged on meth lab and meth component charges.

WMS-43-09

WEMET Detectives from Allegan, Ottawa, and Muskegon conducted 4 search warrants after a year long investigation into a cocaine distribution organization in Allegan County. This organization was disrupted in 2007 with the head of the organization going to jail. The organization was taken over by two relatives and WEMET worked several cases working "up the ladder" culminating in undercover officer buys of cocaine in addition to numerous confidential informants. The search warrants resulted in the seizure of \$3,500 in US Currency, 7 ounces of cocaine, a short barreled shotgun, shotgun and handgun as well as several vehicles.

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMS-45-09

WEMET Detectives assisted the Allegan County Sheriff's Department after they had been dispatched to Wal-Mart where a subject had purchased over \$200 of meth components. WEMET Detectives did a knock and talk but consent was denied. A search warrant was drafted after the home was secured. While at the residence a third party arrived inquiring about a vacant rental property that the suspect had for rent. Detectives walked over to that property and saw other meth components in plain view. A second search warrant was drafted and an additional meth lab seized. The subject was arrested at the scene.

WMN-9-09

WEMET North executed a search warrant at 1837 Continental St., in Muskegon, based on a controlled purchase of crack cocaine. Seized during the search warrant was a Smith and Wesson .357 revolver, 69 grams of crack cocaine, 120 grams of powder cocaine, and use quantities of marijuana. One subject was arrested for PWID Cocaine >50 grams and weapons charges.

WMN-54-09

WEMET Muskegon executed a search warrant at 7305 Progress Dr., in Blue Lake Township, as a result of a controlled purchase. Seized during the search warrant were 10.7 grams of crack cocaine, 9.4 grams of cocaine, and 93.7 grams of marijuana, 3 handguns, and \$2532 in U.S. Currency.

WMN-49-09

WEMET Muskegon executed a search warrant at 5504 Martin, in Norton Shores as a result of UC purchases. Seized during the search warrant was ½ pound of marijuana and 120.2 grams of psilocybin mushrooms, equipment to grow mushrooms and marijuana growing paraphernalia. \$1,109 and was seized for forfeiture.

WMN-74-09

WEMET Muskegon executed two search warrants in Muskegon, one at 852 W. Southern and one at 1741 Division. The search warrant resulted from controlled purchases in the houses. Seized during the search warrant was 7 pounds of marijuana, 30 grams of cocaine, 2 handguns were seized, one of which was stolen in Muskegon. A 22 caliber rifle and shot gun were also seized. \$1246 in U.S. Currency was seized for forfeiture.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMT-02-09

WEMET Detectives conducted a knock and talk investigation after receiving information that there was a possible marijuana grow at the address. A consent search resulted in the seizure of 4.5 pounds of marijuana and 109 marijuana plants being grown inside. The grower was charged with Manufacture/Delivery marijuana and PWID marijuana.

WMT-4-09

Team members, with the assistance of MET, conducted a four day surveillance of two Texas residents within Ottawa, Kent, and Allegan counties. The surveillance continued around the clock at a hotel in the city of Holland. Surveillance on the two suspects continued into Van Buren County where they met up with a tractor-trailer out of Texas. Surveillance followed the suspects with the tractor trailer to a blueberry farm warehouse in Allegan County. Contact with the subjects was then made. A seizure of over \$500,000 and the tractor-trailer was made at the warehouse. Further investigation showed that the subjects were responsible for bringing multiple kilos of cocaine and hundreds of pounds of marijuana into west Michigan on monthly bases. Investigation continues in Michigan and Texas.

WMT-37-09

On 2-2-09 WEMET executed a search warrant at 50 Douglas Ave in Holland Twp. This stemmed from previous UC buys of cocaine. The following was seized from the residence: 331 grams of cocaine, \$832 cash and a 1998 Dodge. Two subjects were arrested, both of whom are associated with, the TRG's (Tiny Rascal Gang).

WMT-63-09

WEMET detectives were contacted by Holland Police Dept in ref to a possible Marijuana grow in Stratford Way apartments. Based on an interview with a witness a search warrant was written for the apartment. Once inside WEMET detectives located a room of the apartment that had been converted into a grow room. 95 marijuana plants were seized as well as 1,117.6 grams of processed marijuana. The suspect was arrested for manufacturing marijuana and possession with intent to delivery marijuana. A minor child was removed from the home.

WMT-30-09

An undercover WEMET detective made two purchases of psilocybin mushrooms and one purchase of LSD from a suspect. A search warrant was obtained and upon gaining entry into the house WEMET detectives located an additional 41 grams of psilocybin packaged in twelve bags and three bags of marijuana weighing 15.4 grams. One thousand two hundred and forty-nine dollars in cash was seized in the search warrant.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMS-69-09

WEMET Detectives conducted a knock and talk investigation at a residence in Watson Twp. A 233 plant indoor marijuana grow was seized that occupied the upstairs of the house. An extensive meth lab was also seized from the basement of the residence. Both the red phosphorus and One pot method of manufacture were being utilized. 4 arrests were made in the case.

WMN-76-09

WEMET Muskegon received information that a known drug dealer would be returning to Muskegon with a significant quantity of drugs. Surveillance picked up the suspect west bound on I-96. A traffic stop was executed by MSP Trooper Bilacic for speed. The suspect consented to a search of the vehicle and 56.6 grams of heroin was located in his pants. A search warrant was executed at 2139 Sanford, in Muskegon Heights. An additional 6.1 grams of heroin was seized, use quantities of marijuana, and a .45 cal. handgun was seized. The suspect was charged with PWID Heroin>50gms and weapons charges. He is on parole for a similar charge.

WMN-129-09

WEMET detectives executed a search warrant at 2813 7th St., in Muskegon Heights, in assistance to Muskegon PD's homicide investigation. The search resulted in the seizure of 251 grams of marijuana, 23 grams of crack cocaine and \$4295 in U.S. Currency. A suspect was arrested for PWID crack cocaine and marijuana, as well as R&O and warrants.

WMT-132-09

On 5-28-09, a confidential source advised a known narcotics trafficker had approx three ounces of cocaine in his vehicle. WEMET located the vehicle at the suspect's residence and began surveillance. Shortly after, the vehicle left and a traffic stop was initiated. The suspect consented to a search of his vehicle and a Holland Police Department K-9 gave a positive indication for narcotics. Located in a compartment of the vehicle was 8.6 ounces of cocaine. The suspect was arrested and charged with PWID Cocaine.

WMT-139-09

Detectives made a controlled delivery of five pounds of Marijuana to a residence in the city of Holland. Detectives subsequently served a search warrant at the residence and identified the resident as a known narcotics dealer. Through our investigation we were able to identify a Holland Twp. man that was to pick up the marijuana. A meet was set and when the subject picked up the marijuana he and another man was arrested. A subsequent search of his residence led to the seizure of an ounce of Cocaine, scales, packaging, and \$2,000.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMT-141-09

Detectives interdicted six FedEx packages containing 67 pounds of marijuana. The packages were going to four separate addresses in the city of Holland. The marijuana would have a local value of approximately \$60,000.

WMT-93-09

WEMET detectives conducted a knock and talk at a residence in Grand Haven Twp. Detectives were granted consent to search the residence and located a marijuana grow. Detectives seized 21 marijuana plants and 20 grams of dried marijuana. The suspect gave a full confession.

WMS-142-09

WEMET detectives conducted a knock and talk investigation based on a tip and also activity on the pseudoephedrine logs. Consent to search the house was denied by the suspects father but he granted consent to search a trash container next to the house. Waste from a meth lab was located in the trash container which coupled with other information led to a search warrant inside the home. Additional items related to meth manufacturing were found in the suspects locked bedroom. While at the residence a friend of the suspects pulled in the driveway next to detectives conducting an interview. In plain view inside the vehicle was a ½ pound of marijuana and an ounce of methamphetamine. Both suspects were arrested.

WMS-147-09

WEMET detectives made a controlled delivery of a Fed Ex package containing 22 pounds of marijuana. The package was signed for and a search warrant executed. The suspect admitted to being paid \$300 to sign for the package. A second knock and talk was conducted based on information resulting in the seizure of 27 guns and a small amount of marijuana.

WMS-167-09

WEMET Allegan and Ottawa Team detectives participated in domestic cannabis eradication/suppression (Hemp) for two separate days in the quarter resulting in the seizure of 949 marijuana plants and 5 arrests.

WMS-190-09

WEMET detectives assisted the Otsego Police Department with a Meth lab fire in a garage. The suspect was manufacturing Meth in the “one pot” method when it appears the container failed causing a flash fire and also igniting solvent fumes in the garage causing an explosion. The fire was put out by the home owners and the suspect was

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

dropped at the Plainwell Hospital. The suspect was in critical condition at Borgess Hospital with 3rd degree burns to 80% of his body.

WMS-195-09

WEMET detectives assisted the Allegan County Sheriff's Department at a domestic disturbance. Meth Components were discovered and a suspect arrested. An interview at the jail led to the seizure of another meth lab and 1500 psuedoephedrine tablets.

WMS-198-09

WEMET detectives developed information from WMS-195-09 leading to a knock and talk. Detectives seized an additional 13,000 psuedoephedrine pills in addition to approximately 300,000 tablets of various prescription and non- prescription medication manufactured at the Perrigo Company. The tablets were stolen by an employee over a period of years. WEMET worked with Perrigo Security and obtained a full confession from the suspect. The suspect admitted to the limited distribution of tablets to "people who can't afford medication" but denied distributing pseudoephedrine for the manufacture of methamphetamine.

WMN-110-09

WEMET - Muskegon conducted a buy bust in an ongoing investigation. WEMET detectives were able to make a purchase of a 1/2 kilo of cocaine. Search warrants were conducted at two residences and two knock and talks were conducted. In total, 550 grams of cocaine was seized, 52 grams of marijuana was seized and \$12,000 of WEMET buy money was recovered. Three suspects were arrested and indicted in the Western District of Michigan.

WMN-141-09

WEMET-Muskegon received information and conducted surveillance on a known drug dealer. A traffic stop was conducted and the suspect was found in possession of illegal drugs. The suspect attempted to flee the scene on foot and was apprehended by a MSP 64 trooper. 39.2 grams of crack cocaine, 2.2 grams of cocaine, 1.6 grams of marijuana, 62 methadone pills, and 3 Vicodin pills were seized. \$2408, a vehicle, and cell phone were forfeited. The suspect was charged with PWID cocaine, possession of marijuana and analouges, and R&O.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMT-172-09

On 7-23-09 WEMET detectives were contacted by the pharmacies at Target and Meijer in Holland Twp. They advised that a couple of names that were on a WEMET created watch list had just purchased pseudoephedrine at both locations. A knock and talk was conducted a short time later in the city of Zeeland. Detectives were able to obtain permission to search the apartment and an admission that meth was being cooked in the residence. Appropriate clean up was conducted and four persons were arrested. The apartment had been used on at least two other occasions for cooking over the previous month

WMT-180-09

On 7-29-09, WEMET detectives were requested to assist the Ottawa County Sheriff Department Detective Bureau with the investigation of a drive by shooting that had occurred in Holland Twp. WEMET detectives utilized a confidential informant to obtain information on the case. The informant was able to speak with a person thought to be involved in the shooting. The informant stated the person involved did make incriminating statements in reference to the shooting and admitted carrying a handgun on him at the current time do to the "stuff going on". The informant made immediate contact with WEMET and advised of the information. Surveillance of the suspect was begun within minutes and the suspect was eventually arrested.

WMT-208-09

On 9-4-09, WEMET detective received information that Marijuana was being mailed to the Holland area from a known suspect in Texas. The United States Postal Service and United Parcel Service was asked to flag two addresses in the city of Holland. On 9-9-09 we were contacted by USPS that two packages were identified going to one of the flagged addresses and another two were identified going to an address in Holland Twp. Controlled reverse deliveries of the packages were made to both addresses and search warrants subsequently served on both. A 9mm handgun was also recovered with the Marijuana at one of the residences. One subject arrested, seventeen pounds and one Marijuana plant was also seized. This case is related to the sixty seven pounds of marijuana seized in June of this year WMT-141-09.

WMN-200-09

WEMET received tip information regarding a possible grow operation in Fruitport. A search warrant was executed and 105 marijuana plants were seized along with 3/4 pound of dried marijuana and a handgun. Two subjects were charged with manufacturing marijuana.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMN-205-09

WEMET received a tip from a CI which resulted in a traffic stop in Muskegon Twp. A quantity of heroin was seized during the stop. A search warrant was executed at 962 W. Southern in Muskegon. 33 grams of crack cocaine, 12.1 grams of cocaine, 1/4 lb. of marijuana, 5 marijuana plants, 7.3 grams of heroin, 48 hydrocodone, and 198 other analogues were seized. \$4094 in cash was seized and forfeited. Suspect was charged with PWID for all the items seized.

WMN-210-09

WEMET received tips regarding a subject's involvement in selling crack cocaine. Surveillance observed the suspect leave his home. A traffic stop was conducted for speeding. As the suspect exited his car, he threw several rocks of crack cocaine across the road. A search warrant was conducted at 3114 Sanford, in Musk. Heights, where 77.6 grams of crack cocaine, 189 grams of cocaine, 2.1 grams of marijuana, \$895 in cash, a van, and cell phone were seized. Suspect was charged with PWID cocaine>50 gms, PWID cocaine<50 grms and possession of marijuana.

WMT-264-09

On 11-12-09, WEMET executed a search warrant at the residence of a suspect as a result of two controlled buys of marijuana. Seized from the residence was 20.12 lbs of marijuana, .5 grams of cocaine and two .38 Revolvers. Photos and drawings were also seized showing the suspect to be a member of the Vato Locos gang.

WMT-283-09

On 12-7-09 WEMET executed a search warrant at 17236 North Dr in Park Twp. Detectives had two controlled purchases of an ounce of cocaine each into the target. Total seized from suspect's person, vehicle and residence was 1,442 grams of cocaine, 1,190 grams of marijuana, 437 Ecstasy pills, \$38,186 dollars, a 9mm handgun and a 1997 BMW.

WMT-297-09

On 12-29-09, WEMET executed a search warrant on the residence of a known TRG member. Several controlled buys of cocaine had been done into the residence during the month which led to the search warrant. Located at the residence was 43.5 grams of cocaine, 260 grams of marijuana and 20 grams of mushrooms. The suspect had an additional \$20,825 cash in a duffle bag in his vehicle. WEMET seized a total of \$21,709 cash as well as the suspect's vehicle.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMT-271-09

Ottawa County Sheriff Department responded to a gang-related shooting/stabbing at 523 Butternut Dr. WEMET detectives were advised of two suspects that had taken off on foot from the scene. The two suspects were both known to be members of the SUR-13 gang. WEMET detectives responded to the area and set up surveillance on a girlfriend's residence. A short time later, WEMET Detectives observed an unknown female drive up to the girlfriends apartment bldg, rolling in slow. They also noticed an unknown male hiding near some bushes. Once the vehicle was in the lot, the unknown male got into the vehicle and it left the area. Detectives surveilled the vehicle to Lakeshore Elementary school where the male passenger got out and went into the school. Detectives made contact with the female driver and she confirmed that her passenger was one of the suspects involved in the shooting. The suspect was taken into custody without incident.

WMT-242-09

On 10/23/09, WEMET detectives began an investigation on a kilo level cocaine dealer who was responsible for large amounts of cocaine being brought into Ottawa County. A WEMET informant was able to make cocaine purchases from the dealer. The suspect was a prior deported felon (Mexican National) with a narcotics history. ICE agents were brought in on the investigation and the WEMET informant was able to introduce an ICE U/C. On 12/8/09, detectives traveled to Chicago to complete the investigation. With the assistance of the Chicago ICE narcotics unit, detectives seized two kilos of cocaine, and arrested four Mexican nationals (including the original suspect from west Michigan).

WMS-207-09

WEMET detectives assisted MSP Saugatuck, Holland Police Department and Allegan County Sheriff's Department with surveillance of a suspect of numerous car larcenies over recent months. The suspect who was on parole was surveilled over a two day period and was witnessed committing several retail frauds at Holland area Meijer Stores. On the second day, the suspect was contacted and a consent search and parole search was conducted at his residence. Marijuana and Rx medication was seized as well as evidence of retail frauds. The suspect, as well as two additional suspects, were interviewed and admissions and confessions obtained. The suspect was lodged on a parole violation and additional charges are being sought by Holland PD and MSP Saugatuck.

Multi-Jurisdictional Drug Enforcement Team

WEMET



WEST MICHIGAN ENFORCEMENT TEAM

WMS-212-09

WEMET and Allegan County Sheriff Department Detectives investigated a trailer fire. 911 calls indicated the fire may be related to a meth lab. Two suspects suffered significant burns with one transported in critical condition. WEMET detectives found evidence of a methamphetamine lab in the fire debris and conducted interviews and investigation confirming that the incident was the result of a "One Pot" methamphetamine cook. An infant lived at the residence but was not home at the time of the fire. Child Protective Services was contacted and is also investigating.

WMS-215-09

WEMET detectives conducted a knock and talk investigation based on pseudoephedrine log enforcement. A chemical odor was present on initial contact at the door and an active "one pot" meth reaction was found inside the residence in addition to waste from multiple cooks. A confession was obtained and 4 firearms seized.

WMS-217-09

WEMET and SWET received information about a possible Meth activity. WEMET had seized one meth lab from the house in question in July. This information was relayed to Tpr. Sholander who was familiar with the suspect and currently in the area. Tpr. Sholander saw a van in the driveway which had been reported stolen. Contact was attempted at which time several subjects fled from a barn on the property and dumped a meth reaction. WEMET assisted at the scene and seized a meth lab in addition to meth components and a shotgun in the van.

WMS-222-09

WEMET was called to a methamphetamine dump site in a ditch. Numerous receipts and a Plainwell PD business card with a complaint number was discovered in the trash bags along with the methamphetamine waste. Video was obtained based on the receipts for meth components purchases that led to a female suspect at a residence close to the dump site. A confession was obtained and led to a 2nd suspect involved in the actual meth cooks.

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Convey Bike Path Easement to Port Sheldon Township

SUGGESTED MOTION:

To approve the Bicycle Path and Walkway Easement wherein Ottawa County deeds an easement through Hemlock Crossing to Port Sheldon Township for a bike path along Croswell Street.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission is recommending conveyance of a bike path easement to Port Sheldon Township. The proposed 10 foot easement runs along the northern edge of Hemlock Crossing County Park, adjacent to Croswell Street, for a distance of approximately 1,200 feet. The easement is needed to allow construction of the township bike path in this area due to uneven terrain. The bike path will connect to the Lakeshore Drive bike path and a future phase will link to the entrance of Hemlock Crossing.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.12 15:15:02 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 5/13/2010



MEMORANDUM

Date: May 3, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Convey Bike Path Easement to Port Sheldon Township

The Ottawa County Parks and Recreation Commission is recommending conveyance of a bike path easement to Port Sheldon Township. The proposed 10 foot easement runs along the northern edge of Hemlock Crossing County Park, adjacent to Croswell Street, for a distance of approximately 1,200 feet. The easement is needed to allow construction of the township bike path in this area due to uneven terrain. The bike path will connect to the Lakeshore Drive bike path and a future phase will link to the entrance of Hemlock Crossing.

Proposed motion:

To approve the Bicycle Path and Walkway Easement wherein Ottawa County deeds an easement through Hemlock Crossing to Port Sheldon Township for a bike path along Croswell Street.

There is no fee proposed for granting the easement to Port Sheldon Township.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: To contribute to a healthy physical, economic, and community environment.

BICYCLE PATH AND WALKWAY EASEMENT

**Parcels No. 70-11-12-300-034
and 70-11-12-400-001
Croswell Street Project**

THIS INDENTURE made and entered into this _____ day of _____, 2010, by and between **COUNTY OF OTTAWA, a Michigan public body corporate**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter “Grantor,” and **PORT SHELDON TOWNSHIP, a Michigan governmental township**, of 16201 Port Sheldon Road, West Olive, Michigan 49460, hereinafter “Township;”

WITNESSETH:

For and in consideration of the mutual benefit of the Grantor and the Township, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the Township, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Port Sheldon, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description:

(a) The East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 12, Town 6 North, Range 16 West, lying North of Pigeon River, except the North 14.50 rods of the West 41 rods. Also except commencing 24 rods West of the Northeast corner, thence West 148.50 feet, thence South 239.25 feet, thence East 148.50 feet, thence North 239.25 feet to beginning. Also part of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of Section 12, Town 6 North, Range 16 West, commencing at the West one-quarter (W 1/4) corner, thence South 88 degrees 39 minutes 07 seconds East 661.18 feet, thence South 00 degrees 03 minutes 15 seconds West 2191.99 feet along the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) to the point of beginning, thence South 88 degrees 39 minutes 09 seconds

East 659.47 feet, thence South 00 degrees 05 minutes 56 seconds West 448.87 feet, thence North 88 degrees 34 minutes 53 seconds West 659.14 feet along the South Section line, thence North 00 degrees 03 minutes 15 seconds East 448.08 feet to beginning. (Parcel 70-11-12-300-034)

(b) Commencing on the East and West one-quarter (E & W 1/4) line of Section 12, Town 6 North, Range 16 West, 20 rods West of the West line of the Pere Marquette Railroad right-of-way, thence South 40 rods East to the West line of the Railroad right-of-way, thence Southerly along said line 120.00 feet more or less to the centerline of a ravine, thence South 42 degrees West 400.00 feet, thence South 30 degrees West 200.00 feet more or less to the intersection of the ravine and the Pigeon River, thence South 71 degrees West along the Pigeon River 574.00 feet, thence North 88 degrees West 290.00 feet more or less to the one-quarter (1/4) line, thence North along the one-quarter (1/4) line to the East and West one-quarter (E & W 1/4) line, thence East to beginning. (Parcel 70-11-12-400-001)

IN A PUBLIC BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The South 10.00 feet of the North 43.00 feet of above-described Fee Descriptions (a) and (b), the North 33.00 feet thereof being used or deeded for Crosswell Street, a public street.

This Easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the Township) which may run over and across the above-described easement and right-of-way, all hereinafter collectively referred to as the “Bicycle Path and Walkway Easement.”

The easement granted herein shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD said Bicycle Path and Walkway Easement and right-of-way over and across the above-described piece or parcel of land unto the Township, its successors and assigns, for the use and benefit of the Township, its successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the easement and right- of-way.

The easement and right-of-way shall include, but not be limited to, the right to enter upon the easement at any reasonable time for the purpose of such construction, maintenance, repair, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The easement and right-of-way shall further include right to remove trees, brush, undergrowth and other obstructions situated upon the above-described piece or parcel of land which may interfere with the location, construction, maintenance or repair of such Bicycle Path or Walkway. The Township, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonably possible, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The Township further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, replacement, construction or reinstallation of such Bicycle Path and Walkway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the Township's expense.

The Township agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, maintenance or presence of said Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such easement and right-of-way without first obtaining the written consent of the Township, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

Port Sheldon Township recognizes that the easement crosses property that was acquired and improved with funds from the Michigan Natural Resources Trust Fund and that obligations exist as related to that funding as specified in grant agreements between Ottawa County and the State of Michigan dated September 27, 1999 and April 4, 2002. Port Sheldon Township agrees to honor these agreements in their use of the easement including, but not limited to, maintaining the property in a safe condition, and keeping the bike path open to the general public at all times on equal and reasonable terms with no discrimination based on the basis of sex, race, color, religion, national origin, residence, age or disability.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

COUNTY OF OTTAWA
a Michigan public body corporate

By: _____
Sign here: _____
Type here: Philip D. Kuyers
Its: Chairperson
Board of Commissioners

By: _____
Sign here: _____
Type here: Daniel C. Krueger
Its: County Clerk

Address: 12220 Fillmore Street
West Olive MI 49460

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this _____ day of _____, 2010, by **PHILIP D. KUYERS and DANIEL C. KRUEGER, the Chairperson of the Board of Commissioners, and County Clerk, respectively, of the COUNTY OF OTTAWA, a Michigan public body corporate**, on behalf of the County of Ottawa.

Prepared by, and after
recording, return to:

Scott R. Sewick, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Sign here: _____
Type here: _____

Notary Public
_____ County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: _____

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Award Bid for Eastmanville Bayou Improvement Project

SUGGESTED MOTION:

To receive bids for the Eastmanville Bayou Improvement Project and accept the low bid from Denny's Excavating in the amount of \$191,500 with funding from the Parks and Recreation budget.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission is recommending award of bid and contract to the low bidder, Denny's Excavating, for the Eastmanville Bayou Improvement Project. This project is budgeted for 2010 and will create a new park access point on the Grand River and Eastmanville Bayou. Proposed improvements include a 40 car parking area, a small boat launch ramp on the bayou, a walkway under the bridge to access the portion of the site to the east of 68th Ave., plus other amenities including trailhead kiosk, picnic sites, interpretive displays, a canoe and kayak dock on the Grand River, and a rustic toilet.

FINANCIAL INFORMATION:

Total Cost: \$191,500.00 | County Cost: \$191,500.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.12 15:12:36 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee Meeting 5/13/2010



MEMORANDUM

Date: May 3, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Award Bid for Eastmanville Bayou Improvement Project

The Ottawa County Parks and Recreation Commission is recommending award of bid and contract to the low bidder, Denny's Excavating, for the Eastmanville Bayou Improvement Project. This project is budgeted for 2010 and will create a new park access point on the Grand River and Eastmanville Bayou near the 68th Avenue bridge over the Grand River. Currently the Eastmanville Bayou Open Space, 157 acres with 1 ¾ mile of riverfront, has no parking area or other facilities. Proposed improvements include a 40 car parking area, a small boat launch ramp on the bayou, a walkway under the bridge to access the portion of the site to the east of 68th Ave., plus other amenities including trailhead kiosk, picnic sites, interpretive displays, a canoe and kayak dock on the Grand River, and a rustic toilet.

Proposed motion:

To receive bids for the Eastmanville Bayou Improvement Project and accept the low bid from Denny's Excavating in the amount of \$191,500 with funding from the Parks and Recreation budget.

Funding for this project in the amount of \$191,500 plus contingency is provided through the parks and recreation budget with parks millage dollars.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: To contribute to a healthy physical, economic, and community environment.

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Farmland Lease at Eastmanville Farm

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Lease of Farmland at Eastmanville Farm with Luke Meerman.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission recommends the lease of approximately 145 acres of farmland at Eastmanville Farm to Luke Meerman. The Meerman family has been leasing this land for many years and the only changes to the lease from last year is the total acreage and lease rates. Agricultural use co-exists with equestrian and hiking trails which border the agricultural fields.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 11:53:02 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee Meeting 5/13/2010



MEMORANDUM

Date: May 3, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Farmland Lease at Eastmanville Farm

The Ottawa County Parks and Recreation Commission recommends the lease of approximately 145 acres of farmland at Eastmanville Farm to Luke Meerman consistent with lease terms as presented. The Meerman family has been leasing this land for many years and the only changes to the lease from last year is the total acreage and lease rates. Lease rates are based upon input from MSU Extension and will result in total payment of \$9,015 for 2010 with 130 acres in hay and 15 acres in wheat. Agricultural use co-exists with equestrian and hiking trails which border the agricultural fields.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Lease of Farmland with Luke Meerman at Eastmanville Farm.

The annual lease rate for 2010 is \$9,015 based on 15 acres of wheat @ \$81 per acre plus 130 acres of hay @ \$60 per acre.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

LEASE OF FARMLAND

This Agreement is made this ____ day of _____ 2010, by and between the County of Ottawa, a Michigan municipal corporation, (“the County”) and Luke Meerman, 14238 - 60th Avenue, Coopersville, Michigan, 49404, (“Meerman”) with reference to the following facts and circumstances:

- A. The County owns property known as “Eastmanville Farm” located at 7851 Leonard Road, Coopersville, Michigan, 49404.

- B. The County has farmland at Eastmanville Farm, as more particularly described in Exhibit A attached hereto, and is interested in Leasing this land out for land management purposes.

Now therefore, for the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. General Agreement: Meerman shall lease farmland at Eastmanville Farm, as more particularly described in Exhibit “A” attached hereto. The amount of property available to Meerman and leased under this agreement is estimated, but not warranted to be 145 acres, more or less. Meerman represents that he has seen the subject property and fully understands and accepts the quantity, location, and “as is” condition of the farmland subject to this lease.

2. Amount and Timing of Payments: The lease shall be in an amount of \$9,015 for 2010. This includes approximately 15 acres at \$81 per acre for grain production and approximately 130 acres at \$60 per acre for producing hay. This Lease shall be for the entire amount of farmland as shown in Exhibit A, and lease payments shall not be varied based upon the amount of land actually utilized by Meerman, its profitability or upon the specific uses made thereby. Meerman shall pay 50% of the annual amount due to the County on July 1 and on December 31, 2010. Payment will be made to:

County Of Ottawa
Parks and Recreation
12220 Fillmore Street
West Olive, Michigan 49460

A portion of the lease payment may be paid in the form of services rendered including disking, re-seeding, moving gravel and topsoil, or mowing. The value and type of work to be performed shall be agreed to in advance with written authorization required from the Parks and Recreation Director.

3. Term of Lease: Meerman shall have access to the subject property as of the date of this agreement. This lease shall be in effect for a period of one (1) year, through December 31, 2010, and may be renewed by the parties thereafter on a year-to-year basis.

4. Additional Agreements of Meerman: Meerman understands and acknowledges that Eastmanville Farm operates as a publicly owned park serving residents and visitors of Ottawa County. Meerman agrees to conduct all farming operations on the Eastmanville Farm property in a neat, clean, and business-like manner, according to accepted standards and practices for well-run farming operations within

Ottawa County. All farm equipment, supplies and harvested crops will be maintained and stored in mutually agreed upon locations by Meerman in a neat and clean manner. All equipment and supplies will be removed by Meerman, at his sole expense and risk, at the close of this Agreement, unless otherwise agreed to by the parties in writing.

5. Use of Pesticides, Fertilizers, and Similar Chemical Sprays and

Applications: Meerman shall not use pesticides, fertilizers, and other chemical sprays and applications of a type, or in a manner, which may cause harm or physical distress to park users. During the term of this Lease, Meerman shall advise the Park Operations Superintendent of the proposed dates of any spraying or applications, and of the brand and types of all pesticides, fertilizers, chemical sprays or applications to be made to the farmland, and shall provide a written explanation of any and all known risks posed thereby. Providing, on a timely basis, a copy of any written information supplied, in the normal course of business, by a commercial source for such chemicals, sprays, or applications, shall be sufficient notification.

6. Prohibition Upon Sub-Lease by Meerman: The farmland subject to this

Lease shall not be sub-leased by Meerman to any person or entity without the express, written consent of the authorized representatives of the County.

7. Right to Enter Premises: During the term of this Lease, the County

reserves the right to enter, inspect, make repairs upon, develop mineral resources, post notices and otherwise have access to the farmland leased hereunder, including public use of park trails for equestrian activity and hiking, provided however, that the County will make every effort to coordinate public use so as not to unreasonably interfere with farming operations or destroy the crops of Meerman.

8. Insurance: At all times under this Lease Agreement, Meerman shall maintain comprehensive general liability insurance covering all risks and having limits of not less than \$1,000,000 dollars. The County of Ottawa shall be named as an additional insured on the policy. Proof of the existence of the Policy, shall be provided by Meerman at the commencement of this Lease Agreement, and shall be furnished at any time during the term of this Lease Agreement, upon written request of an authorized representative of Ottawa County.

9. Indemnification and Hold Harmless: Meerman shall indemnify and hold harmless the County of Ottawa, the Ottawa County Board of Commissioners, and the officers, directors, employees, and agents thereof, from any and all risks, claims, causes of action, lawsuits or expenses, including costs, interest, or attorney fees, arising or alleged to have arisen on the subject premises, or as a result of, or in association with, the operations of Meerman on the property which is the subject matter of this Lease Agreement. The obligation to indemnify and hold harmless hereunder extends to all claims for loss, whether for personal injury, property damage, or otherwise, to any person or entity.

10. Entire Agreement: The parties understand and acknowledge that this Lease Agreement constitutes the entire agreement of the parties, and that all prior agreements and understandings are fully merged herein. This Lease Agreement may not be changed or modified by the parties except by mutual agreement, set forth in writing and executed by the parties hereto.

In witness whereof, the parties have executed this Lease Agreement.

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Ottawa County Board of Commissioners

Dan Krueger, Ottawa County Clerk

Luke Meerman

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Lease Addendum for Mt. Pisgah Trail Lease

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Lease Addendum with the State of Michigan for the Mt. Pisgah Trail Lease at an annual cost of \$225.00.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission recommends approval of the lease addendum for the Mt. Pisgah Trail Lease with the State of Michigan to allow the Ottawa County Parks to cross portions of Holland State Park with equipment for routine maintenance of Park 12 properties as well as periodic construction projects. This lease addendum was prepared to assist Ottawa County Parks by providing on-going authorization via lease terms for crossing state land.

FINANCIAL INFORMATION:

Total Cost: \$225.00 | County Cost: \$225.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.07 14:37:34 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee Meeting 5/13/2010



MEMORANDUM

Date: May 3, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Lease Addendum for Mt. Pisgah Trail Lease

The Ottawa County Parks and Recreation Commission recommends approval of the lease addendum for the Mt. Pisgah Trail Lease with the State of Michigan. Ottawa County Parks has a need to cross portions of Holland State Park with equipment for routine maintenance of Park 12 properties as well as periodic construction projects. This lease addendum was prepared to assist Ottawa County Parks by providing on-going authorization via lease terms for crossing state land.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Lease Addendum with the State of Michigan for the Mt. Pisgah Trail Lease.

Ottawa County will be required to pay \$225 on an annual basis for the right to cross Holland State Park with equipment and materials required for both routine maintenance and special projects.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

LEASE ADDENDUM
Between
the State of Michigan, as Lessor
and
the County of Ottawa
by and through the Ottawa County Parks and Recreation Commission
as Lessee

The State of Michigan, **Department of Natural Resources & Environment (DNRE)** (the Lessor), and the **Ottawa County Parks and Recreation Commission**, 12220 Fillmore Street, West Olive, MI 49460 (the Lessee), do hereby agree to the terms and conditions of this Addendum to the Holland State Park, **Mt. Pisgah Trail Lease** between the above stated parties executed on **March 14, 2008**. Where the Lease may conflict with this Addendum, the Addendum shall control the Agreement between the parties.

WHEREAS, the Purpose of this Lease is to allow Lessee to construct and maintain an entrance gazebo, informational kiosk, bike parking area, an ADA accessible asphalt/crushed stone path including a boardwalk/steps, and traverse Holland State Park lands located in the Lake Michigan Unit (Beach Campground), for the purpose of moving equipment used during construction, snow fence installation/removal, Brock Deck installation/maintenance, and beach grading.

The Lease shall be amended as follows:

1. Section 1, "**Description of Premises**", shall be amended as follows:

Lessor hereby leases to Lessee the Premises (see **Attachments A and A,1**) located on the property described as:

- Five(5) feet buffer area, on either side of the constructed Mr. Pisgah pathway and boardwalk/steps. (Buffer area is to allow for maintenance of the constructed infrastructure.) (see **Attachment A**)
- Road frontage on Ottawa Beach Road not to exceed 100'
- Approximately 250' across Holland State Park property, accessed from the beach camping loop. (see **Attachment A,1**)

Premises includes land owned by the State of Michigan and/or the DNRE that is located within the Holland State Park, County of Ottawa, State of Michigan. A portion of this property also being now known as a part of the Mt. Pisgah Trailway.

2. Section 2,A, "Use of Premises", shall be amended as follows:

A. Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:

- 1) To construct and maintain an entrance gazebo, informational kiosk, bike parking area, an ADA accessible asphalt/crushed stone path, and boardwalk/steps as detailed on **Attachment A**.
- 2) To facilitate the development and improvement of this entrance gazebo, informational kiosk, bike parking area, an ADA accessible asphalt/crushed stone path, and boardwalk/steps, which may include but is not limited to, site prep, asphalt paving, hauling and laying of crushed stone, construction of wood boardwalk and steps, possible electrical work for lighting at kiosk area, and signage.
- 3) Use of approximately 250' of Holland State Park lands to access County property for the following purposes:
 - To construct and maintain a walkway and associated retaining walls.
 - To transport building materials and equipment.
 - Brock Deck installation and/or removal. (Approximate season of use, first or second week of May and first week of October of each lease year.)
 - Snow fence installation and/or removal. (Approximate season of use, first or second week of May and first week of October of each lease year.)
 - Beach grading and/or sand removal. (Approximate season of use, first or second week of May of each lease year.)
- 4) Lessor to facilitate the construction and/or maintenance work being completed by County employees and/or their Contractors on County property, which may include but is not limited to, providing access through locked gates and allowing for temporary storage of equipment and materials during loading/unloading.
- 5) Any other use which is agreed to in writing by both parties.

B. Lessee shall obtain Lessor's prior consent, in writing, signed by the DNRE Representative, to use the Premises for any purpose not listed in this Section. Lessor may terminate this Lease, as provided in Section 22A(3), if at any time, Lessee uses the Premises, without express written permission by Lessor, for purposes other than those enumerated in this Section.

3. Section 8, "Rent", shall be amended as follows:

Lessee shall pay rent to Lessor in the amount of **\$225 per year**. In addition, Lessee will be responsible for the cost of all development, maintenance, operation, and improvements to the site(s). Failure to make payment or perform maintenance of

improvements to the site(s) as necessary will be grounds for the Department to terminate the Lease.

Rent checks shall be made payable to the State of Michigan and should be mailed to the following address: Holland State Park, 2215 Ottawa Beach Road, Holland, MI 49424. **Rent is payable no later than April 1st of each Lease year.**

A \$10 per day Late Fee must be paid to the Lessor by Lessee for every day beyond the designated day of the year that Rent is paid late. Failure to pay the Rent on time will be grounds for the Department to terminate the Lease.

4. Section 9, “**Services by Lessee**”, shall be amended as follows:

Lessee shall furnish the following services at it’s own expense:

- A. Lessee will operate and maintain the Premises as provided for in Section 2A above at its sole expense.
- B. Prior to beginning any site prep or construction taking place on the Premises, Lessee will be responsible for providing construction drawings and details, and securing Lessor written approval.
- C. Lessee responsible for any electrical work required, including all associated cost. All electrical work must be completed by a licensed electrical contractor. Lessee responsible for any permits and inspections required, and Lessee must provide copies of permits and inspections to Lessor within five(5) days of receipt.
- D. If access is required during the winter months by visitors or Lessee, Lessee will be responsible for any snow removal required.
- E. If Lessee access to Premises is required through a locked gate, Lessor requests a five(5) day verbal notice from Lessee.
- F. Lessee to meet and abide by any seasonal weight restrictions when using/transporting equipment and materials.
- G. Lessee to obtain DNRE Representative approval for temporary storage on state lands of any equipment and/or materials prior to use. Lessee assumes all responsibility for any theft or vandalism of equipment and/or materials that may occur.
- E. Lessee shall provide Ottawa County emblem for adherence to the informational kiosk. Lessee shall replace as necessary.

- F. Lessee responsible for the enforcement of all state laws and local ordinances on the property.
 - G. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and the DNRE. If the DNRE Representative determines that the Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight(48) hours or two(2) working days following verbal and written notification by Lessor, the problem is not rectified to the satisfaction of Lessor, Lessor may perform or have the duties of the Lessee performed by others at Lessee's sole expense.
 - H. Lessee responsible to immediately investigate and report to Lessor all instances of suspected trespass.
5. Section 26, "**Notices**", shall be amended as follows:

Any notice(s) to Lessor or to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be transmitted to the addresses listed below:

TO LESSOR:

<p>Land Administering Division (LAD)</p> <p>State of Michigan Department of Natural Resources & Environment Chief, Recreation Division PO Box 30257 Lansing, MI 48909-7757</p>	<p>and LAD Administrator</p> <p>State of Michigan Department of Natural Resources & Environment Plainwell Operations Service Center 621 N. 10th Street Plainwell, MI 49080 Attn: RD District Supervisor (269) 685-6851</p>
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TO LESSEE:

County of Ottawa
 c/o Ottawa County Parks & Recreation Commission
 12220 Fillmore Street
 West Olive, MI 49460
 Attn: John Scholtz, Director
 (616) 738-4808

The terms and conditions of this Lease Addendum shall take effect on the day this Addendum is executed.

TERMS ACCEPTED

LESSOR: DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT

Signature

Date

**RONALD A. OLSON, CHIEF
RECREATION DIVISION**

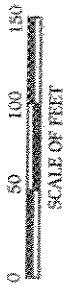
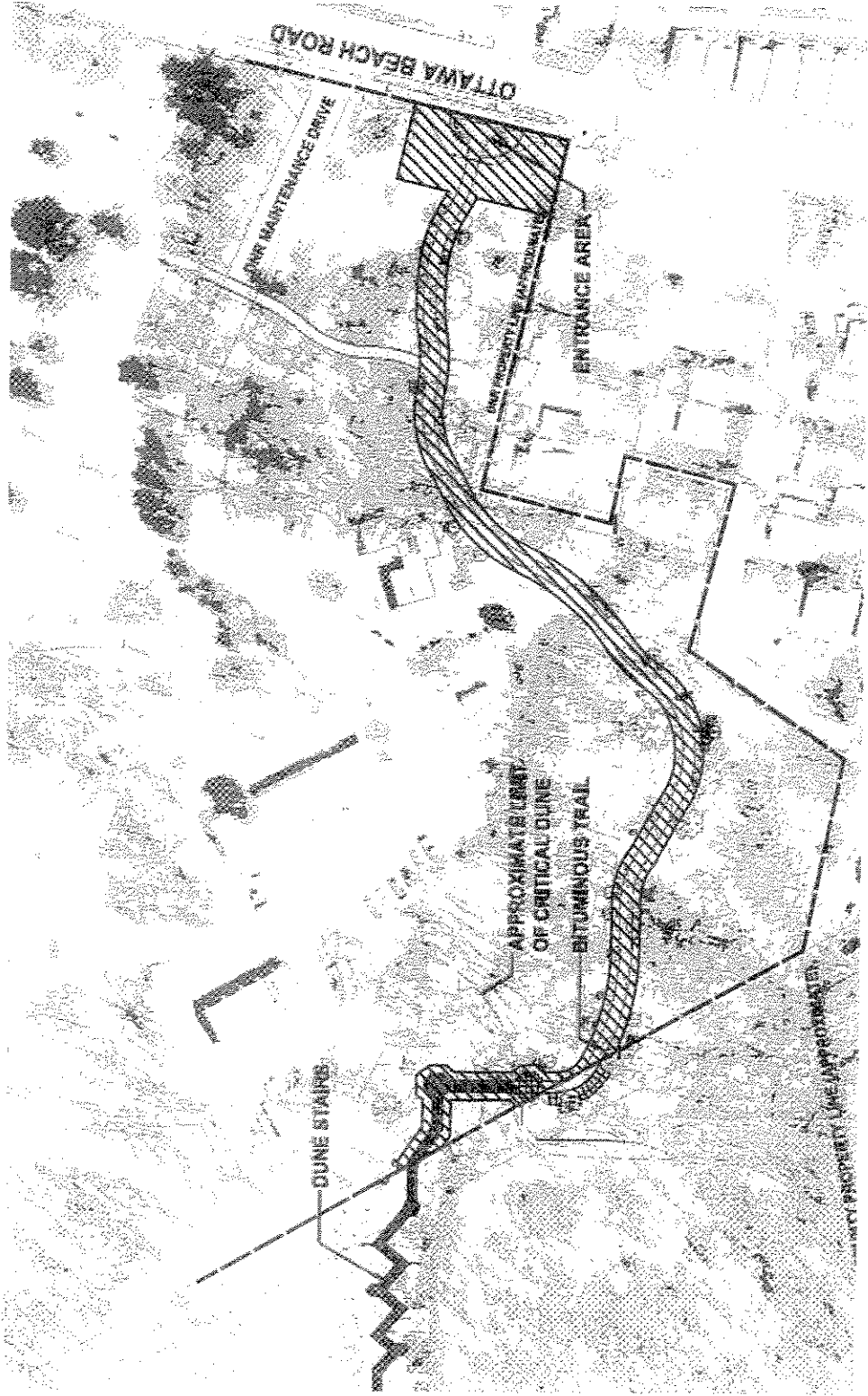
LESSEE: OTTAWA COUNTY PARKS AND RECREATION COMMISSION

Signature

Date

Printed Name

Title



ATTACHMENT A

Mt. Pisgah/Holland State Park Lease Area Plan

February 11, 2008

LAKE MICHIGAN



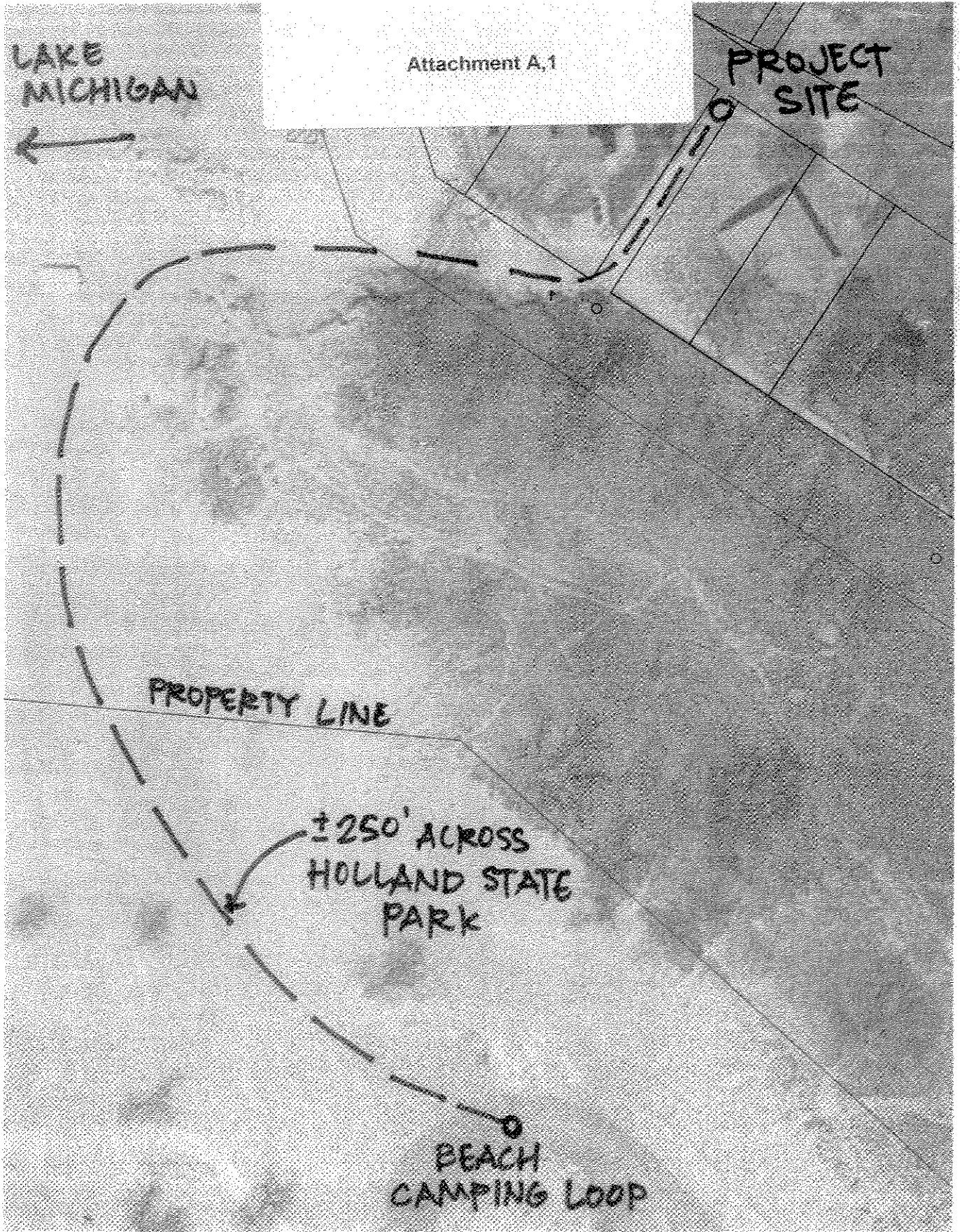
Attachment A.1

PROJECT SITE

PROPERTY LINE

±250' ACROSS
HOLLAND STATE
PARK

BEACH
CAMPING LOOP



Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Macatawa Shoreline and Marina Planning Project Grant Proposal

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution authorizing submittal of the Macatawa Shoreline and Marina Planning Project grant proposal to the DNRE Coastal Management Program.

SUMMARY OF REQUEST:

A Macatawa Shoreline and Marina Planning Project grant proposal to the Michigan Department of Natural Resources and Environment through their Coastal Management Program would assist in the improvement and development of a 1,300 foot section of the Lake Macatawa shoreline extending from the Holland Harbor Fishing Project (proposed for construction in 2010) eastward to the existing Black Lake Boardwalk. The planning project will include a feasibility study and master plan for a new or renovated marina plus detailed planning and design development for the remainder of the shoreline consistent with the Park 12 Master Plan.

FINANCIAL INFORMATION:

Total Cost: \$40,000.00 | County Cost: \$20,000.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.12 15:28:05 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee Meeting 5/13/2010



MEMORANDUM

Date: May 3, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Macatawa Shoreline and Marina Planning Project Grant Proposal

The Ottawa County Parks and Recreation Commission recommends approval of the Macatawa Shoreline and Marina Planning Project grant proposal to the Michigan Department of Natural Resources and Environment through their Coastal Management Program. Ottawa County Parks is seeking to improve and develop a 1,300 foot section of the Lake Macatawa shoreline extending from the Holland Harbor Fishing Project (proposed for construction in 2010) eastward to the existing Black Lake Boardwalk. The planning project will include a feasibility study and master plan for a new or renovated marina plus detailed planning and design development for the remainder of the shoreline consistent with the Park 12 Master Plan. A comprehensive cost estimate will be developed to facilitate possible phasing and applications for grant funding.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the resolution authorizing submittal of the Macatawa Shoreline and Marina Planning Project grant proposal to the DNRE Coastal Management Program.

Estimated cost of the planning work is \$40,000 with \$20,000 proposed from the Coastal Management Program and \$20,000 from the Parks and Recreation budget.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on the 25th day of May, 2010 at 1:30 o'clock p.m. local time.

PRESENT:

ABSENT:

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

WHEREAS, the Ottawa County Parks and Recreation Commission has identified the Lake Macatawa Shoreline at the Historic Ottawa Beach Parks parcels as a key coastal property for improvement and recreational development; and

WHEREAS, it is the policy and practice of the Parks and Recreation Commission to undertake a comprehensive planning process for new park properties and development of existing properties to ensure that park plans are sensitive to environmental concerns, public attitudes, recreational needs and other factors; and

WHEREAS, funding is available from the U.S. Department of Commerce through the Coastal Management Program; and

WHEREAS, the County of Ottawa will be responsible for supplying a 50% local match for the proposed \$40,000 master plan project; and

NOW, THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Ottawa Beach Lake Macatawa Shoreline Planning project to the Michigan Department of Natural Resources & Environment and fully intends to carry out the project if awarded.

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

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Philip Kuyers
Chairperson, Ottawa County
Board of Commissioners

Daniel C. Krueger
Ottawa County Clerk

CERTIFICATION

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on May 25, 2010 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____th day of May, A.D., 2010.

Daniel C. Krueger, Ottawa County Clerk

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Funding Commitment to Fred Meijer Kenowa Trail

SUGGESTED MOTION:

To authorize the Parks and Recreation Commission to expend up to \$200,000 in parks millage funds toward construction of the Fred Meijer Kenowa Trail to offset costs of trail construction adjacent to the Upper Macatawa Natural Area and Spring Grove Park.

SUMMARY OF REQUEST:

The Fred Meijer Kenowa Trail is a bicycle path proposed to run from the Upper Macatawa Natural Area east to connect with Kent County trails. The project has been spearheaded by three townships: Jamestown and Zeeland Townships in Ottawa County and Byron Township in Kent County. The project will be funded by a grant from the Michigan Department of Transportation in the amount of \$1,932,000 and local match dollars. Ottawa County Parks has tentatively agreed to commit \$200,000 to fund the cost of the trail adjacent to Spring Grove Park and the Upper Macatawa Natural Area. This project is significant because it provides a regional connection, it links directly to a county park, and the project must be completed before grant funding can be secured for a trail through the Upper Macatawa Natural Area.

FINANCIAL INFORMATION:

Total Cost: \$4,021,919.00 | County Cost: \$200,000.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.12 15:22:43 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee Meeting 5/13/2010



MEMORANDUM

Date: May 3, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Funding Commitment to Fred Meijer Kenowa Trail

The Fred Meijer Kenowa Trail is a bicycle path proposed to run from the Upper Macatawa Natural Area east to connect with Kent County trails. The project has been spearheaded by three townships: Jamestown and Zeeland Townships in Ottawa County and Byron Township in Kent County. The townships have been successful in securing a grant from the Michigan Department of Transportation in the amount of \$1,932,000. Local match dollars are needed to make the project a reality and Ottawa County Parks has tentatively agreed to commit \$200,000 to fund the cost of the trail adjacent to Spring Grove Park and the Upper Macatawa Natural Area. Ottawa County Parks has, in certain situations, agreed to bike path funding to assist with payment of the cost of trail projects adjacent to county park lands. This project is significant because it provides a regional connection, it links directly to a county park, and the project must be completed before grant funding can be secured for a trail through the Upper Macatawa Natural Area, a project proposed for MDOT funding which will not receive consideration until the Fred Meijer Kenowa Trail is in place.

Proposed motion:

To authorize the Parks and Recreation Commission to expend up to \$200,000 in parks millage funds toward construction of the Fred Meijer Kenowa Trail to offset costs of trail construction adjacent to the Upper Macatawa Natural Area and Spring Grove Park.

The Parks and Recreation Commission would contribute \$200,000 toward trail construction costs currently estimated at \$4,021,919. Other project partners have committed the following: MDOT - \$1,931,919; Byron Township - \$289,000; Jamestown Township - \$579,600; Zeeland Township - \$390,600; and Meijer Foundation - \$630,000.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Wetland Mitigation and Option Agreement – Request Foods

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the option agreement with Request Foods for an easement to permit construction of a wetland mitigation project in the Holland Country Club property for an option fee of \$5,000.

SUMMARY OF REQUEST:

Ottawa County has agreed in concept to sell an easement to Request Foods which would allow the company to utilize approximately 21 acres at the recently acquired Holland Country Club property for a wetland mitigation project. They would pay \$5,000 for the option agreement which would last four months and then have the ability to extend the option four times for periods of 90 days each at \$1,000 per extension. All option fees would be applicable to the easement purchase price of \$3,500 per acre (estimate \$73,500 total).

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.18 13:47:34 -0400

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee Meeting 5/13/2010



MEMORANDUM

Date: May 17, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Wetland Mitigation and Option Agreement – Request Foods

Ottawa County has agreed in concept to sell an easement to Request Foods which would allow the company to utilize approximately 21 acres at the recently acquired Holland Country Club property for a wetland mitigation project. The attached document, a Wetland Mitigation Easement and Option Agreement, would formalize this proposal and grant Request Foods an option to use the site (a specific 21 acre portion of our 122 acre site) for the mitigation project. They would pay \$5,000 for the option agreement which would last four months and then have the ability to extend the option four times for periods of 90 days each at \$1,000 per extension. All option fees would be non-refundable applicable to the easement purchase price of \$3,500 per acre (estimate \$73,500 total).

Proposed motion:

To approve the option agreement with Request Foods for an easement to permit construction of a wetland mitigation project in the Holland Country Club property for an option fee of \$5,000.

The Parks and Recreation Commission would receive revenues of \$73,500 total from sale of the easement. The funds would be used to help off-set acquisition costs.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

WETLAND MITIGATION EASEMENT AND OPTION AGREEMENT

1. **Parties.** This Wetland Mitigation Easement and Option Agreement (“**Agreement**”) is effective as of the ____ day of _____, 2010 (“**Effective Date**”), by and between COUNTY OF OTTAWA, a Michigan public body corporation, having an address in care of Parks & Recreation Commission, 12220 Fillmore Street, West Olive, Michigan 49460 (“**Owner**”), and REQUEST FOODS, INC., a Michigan corporation, having an address of 3460 John F. Donnelly Drive, Holland, Michigan 49422 (“**Operator**”), who are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

2. **Project.** Operator intends to develop certain separate property located in the City and Township of Holland, Ottawa County, Michigan (the “**Development Property**”) and, in connection therewith, Operator is required by the State of Michigan Department of Natural Resources and Environment (“**MDNRE**”) to construct certain wetlands mitigation facilities (the “**Wetlands Mitigation Facilities**”) on an approximately twenty-one (21) acre area (the “**Mitigation Area**”) located on a portion of the Owner’s approximately thirty (30) acre parcel of property that is legally described on the attached **Exhibit “A”** to this Agreement (“**Owner’s Property**”). Upon completion of such construction, Operator is further required, by the MDNRE, to cause to be placed upon the Mitigation Area a conservation easement substantially in the form attached as **Exhibit “B”** to this Agreement (the “**Conservation Easement**”). The Easements referenced in Section 4, the Improvements referenced in Section 7, and Operator’s interest in this Agreement are sometimes collectively referred to as the “**Operator Property**”.

3. **Option.** Owner grants to Operator the exclusive option (“**Option**”) to acquire the Easements referenced in Section 4 in accordance with the following terms and conditions.

3.1 **Option Term.** The initial period during which Operator may exercise the Option shall be for a term of four (4) months, commencing on the Effective Date and expiring on the date immediately preceding the four (4) month anniversary of the Effective Date (“**Option Term**”). Operator shall have the right to extend the Option Term by four (4) consecutive additional periods of ninety (90) days each (each, an “**Extended Option Term**”) by sending written notice to Owner at any time prior to the expiration of the then current Extended Option Term, which notice must be accompanied by the applicable Option Extension Payment (as defined in Section 3.2), if any. References herein to the Option Term shall mean the initial four (4) month period and, to the extent exercised by Operator, also the Extended Option Terms, unless the context otherwise expressly requires.

3.2 **Option Payment.** As initial consideration for the granting of the Option, Operator agrees to pay Owner, within ten (10) business days after the Effective Date, a fully non-refundable option payment (“**Option Payment**”) equal to Five Thousand Dollars (\$5,000.00), which shall be applicable to the Purchase Price (hereinafter defined). If Operator wishes to extend the Option Term as provided in Section 3.1, Operator shall pay Owner an additional amount of One Thousand Dollars (\$1,000.00) for the first (1st) ninety (90) day Extended Option Term, and the amount of One Thousand Five Hundred Dollars (\$1,500.00) for the second (2nd) Extended Option Term (each an “**Option Extension Payment**”). Such Option Extension Payments shall also be non-refundable and shall be applicable to the Purchase Price. No further

payment will be required by Operator in connection with the exercise by Operator of any further extensions of the Option Term. If Operator shall fail to timely make the initial payment required within ten (10) business days of the Effective Date and/or any Option Extension Payment, Owner shall provide written notice to Operator of Operator's failure and Operator shall have the opportunity to cure such failure in the manner prescribed in Section 17. If Operator fails to cure any such default in payment, then Owner can terminate this Agreement by so notifying Operator as provided in Section 19.

3.3 **Use of Owner's Property.** During the Option Term, Operator and its employees, agents and contractors shall have a non-exclusive right to enter upon the Owner's Property and the right of ingress and egress over and across the Owner's Property for the purposes of (i) surveying the Owner's Property; and (ii) performing such other inspections, tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, geotechnical, and soil tests. The temporary easement for access granted to Operator under this Section 3.3 shall be irrevocable during the Option Term. Any such use of the Owner's Property by Operator, its employees, agents and contractors shall be without damage to Owner's Property or liability to Owner and Operator shall hold Owner harmless therefrom. This covenant shall survive the period of this Option Term.

3.4 **Right to Grant Option.** Owner warrants and represents to Operator that (i) the statements in Section 8 concerning Owner's title to the Owner's Property are true and correct; (ii) Owner has the authority to grant this Option to Operator without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to purchase, leases, mortgages, conservation easements, restrictive covenants or farmland development agreements that would prevent Operator from exercising its rights with respect to this Option.

3.5 **Exercise of Option.** Operator shall not exercise the Option unless certain economic incentives for which Operator has applied are approved by the State of Michigan. Operator's exercise of the Option shall be effective upon Operator's delivery of written notice to Owner ("**Option Notice**") of Operator's exercise of the Option at any time during the Option Term, which such Option Notice shall be in recordable form and may be recorded by Operator against the Owner's Property. On the Commencement Date (defined in Section 5.1) the Easements referenced in Section 4 shall become effective, and Operator and Owner shall be subject to all of the terms and conditions of this Agreement with respect to such Easements and all rights and obligations relating thereto. Prior to delivery of the fully-executed Conservation Easement, the Operator shall enjoy the use of the Easement described in Section 4 if it has exercised the Option and paid the consideration provided in Paragraph 6.

3.6 **Termination of Option.** If Operator fails to exercise the Option within the Option Term, the Operator shall have ten (10) business days thereafter to exercise such extension of the Option Term, failing which the Option and the rights of Operator shall automatically terminate and Operator shall provide upon request of the Owner written assurances to confirm the lapse of the Option without exercise.

4. **Grant of Easements.** Upon exercise of the Option by Operator, and payment of all sums due Owner by Operator for granting of the Conservation Easement to Operator, Owner grants to

Operator, and Operator accepts from Owner, for the Easement Term referenced in Section 5.1, the following easements over and across the Owner's Property in accordance with the terms and conditions of this Agreement. The foregoing easements located on the Owner's Property are collectively referred to as the "**Easements.**" If Operator exercises the Option in accordance with Section 3.5, the Easements granted hereunder shall become effective upon the Commencement Date (hereinafter defined).

4.1 **Mitigation Area Easement.** Owner grants Operator an irrevocable easement for purposes of constructing, installing, maintaining, operating, repairing, replacing, relocating and removing all or any part or element of the Improvements in accordance with the provisions of **Exhibit "C"** to the Agreement (the "**Mitigation and Monitoring Plan**"). This easement is referred to as the "**Mitigation Area Easement**" and the property subject to the burden of this easement is referred to as the "**Mitigation Area Easement Property.**" Operator may exercise its right to use all or any part of the Mitigation Area Easement Property as and when Operator deems it necessary or advisable to do so to perform the activities for which this Mitigation Area Easement is granted. The Mitigation Area Easement shall be exclusive to Operator during any period in which Operator is performing any construction, installation maintenance, repair, replacement, relocation or removal of the Wetlands Mitigation Facilities. Owner shall not disturb or permit the disturbance of the Wetlands Mitigation Facilities, nor construct or permit to be constructed any improvements in the Mitigation Area Easement Property without the prior written approval of Operator, nor shall Owner engage in or permit any use of the Mitigation Area or the Owner's Property that might, in the sole opinion of the Operator, adversely affect or interfere with the operations of the Wetlands Mitigation Facilities. Any work performed by Owner in the Mitigation Area Easement Property shall be coordinated with Operator. Any approvals required from the Operator shall not be unreasonably withheld.

4.2 **Access Easement.** Owner grants to Operator an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress from and between public roadways and the Mitigation Area, over, across, and along the Owner's Property, by means of any existing roads or lanes thereon, or otherwise by such route or routes as Operator or Owner may construct from time to time (and as approved in advance by Owner), and also as may be required by the Conservation Easement. This easement is referred to as the "**Access Easement.**" Owner shall maintain in useable condition any roadways located on the Owner's Property (each, the "**Roadways**"). Owner reserves the right to use and to grant others the right to use any Roadways; provided, however, that such use shall not interfere with the rights of the Operator or the grantee of the Conservation Easement. Any damage caused to such Roadways or Owner's Property by reason of such use by Operator or its employees, agents or contractors, other than normal wear and tear, shall be restored by Operator.

4.3 **Surface Water Drainage License.** Owner grants to Operator an irrevocable license for the draining of surface water from the Mitigation Area Easement Property in, onto, under, over, across, and along the Owner's Property and any adjacent properties owned by Owner during the term of the Conservation Easement. This license is referred to as the "**Surface Water Drainage License.**"

4.4 **Location and Relocation of Easements.** The locations and routes of the Easements referenced in this Section 4 and Improvements referenced in Section 7 may not be

determined until the completion of Operator's inspection, testing, study and surveying of the Owner's Property. Along with the Option Notice, Operator shall deliver to Owner a proposed plan of development showing the contemplated locations and routes of the Easements and Improvements, which shall thereupon be deemed to constitute **Exhibit "D"** to this Agreement as though attached hereto at the time this Agreement was signed, and the Purchase Price payable under Section 6 shall be determined on the basis of the acreage of the Mitigation Area Easement Property as so determined. During the final development and construction of the Wetlands Mitigation Facilities, such locations and routes may need to be amended. Owner and Operator acknowledge and agree that the locations and routes of such Easements and Improvements as shown on the attached **Exhibit "D"** may be relocated or rerouted by Operator, at any time during the Easement Term, so long as the nature and extent of any such relocated or rerouted Easements and Improvements are not materially different and impose no materially greater or adverse burden on the Owner's Property than the original locations or routes. Owner's Property shall not be "landlocked" as to access thereto by pedestrian trails and necessary maintenance vehicles. Operator agrees to seek input and comment from the Owner as to the proposed plan of development which will constitute **Exhibit "D"** and give due consideration to such input and comment. Operator agrees to provide Owner an "as built" survey of any such relocated or rerouted Easements which, upon approval by the MDNRE, shall serve as **Exhibit "D"** to this Agreement and shall also serve as the legal description for the Conservation Easement area. Upon any redetermination of the location of any of the Easements and Improvements, Operator shall unilaterally amend the Short Form of Easement and Option Agreement referred to in Section 20.1 in order to update any legal descriptions or depictions of the locations of the Easement and Improvements therein, and record such amendment in the Official Records of the County in which the Owner's Property is located.

5. **Term of Agreement.**

5.1 **Easement Term.** The term of Easements referenced in Section 4 ("**Easement Term**") shall commence after the Operator's exercise of the Option pursuant to Section 3.5 ("**Commencement Date**"), and closing and delivery of the Conservation Easement executed by Owner to Operator, and receipt of Payments due Owner by Operator, and continue for the period ending five (5) years after the Owner's grant of the Conservation Easement pursuant to Section 12, or such longer period as the MDNRE may require the Operator to monitor the Wetland Mitigation Facilities. Upon the MDNRE's determination that all wetlands mitigation requirements have been met, the Easements referred to in Section 4 benefitting the Operator, other than the Conservation Easement, will terminate automatically without necessity of further action by any party. In the event the MDNRE Conservation Easement form requires further modification as to terms, or ratification as to changes made required by the MDNRE, then Owner agrees to consider and accept such changes that do not materially and adversely affect the Owner's Property.

5.2 **Force Majeure.** "**Force Majeure**" shall mean causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or

body which, in any of the foregoing cases, by exercise of due foresight such party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome. The parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by Force Majeure, provided that: (i) the non-performing party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than thirty (30) days thereafter, gives the other party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and (iii) the non-performing party uses good faith and commercially reasonable efforts to remedy its inability to perform.

5.3 **Termination by Operator.** Operator, at its option, shall have the right to terminate this Agreement at any time during the Option Term and the Easement Term, as to all or any part of the Operator Property, effective thirty (30) days after written notice of such termination to Owner. Upon any such full termination by Operator, the parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either party as of the date of termination; and (ii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any such partial termination by Operator, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof terminated by Operator, subject to the obligations and liabilities referenced in items (i) and (ii) above that shall continue to be applicable to the terminated portion of this Agreement, and Owner and Operator agree to execute an amendment to this Agreement and the Short Form of Agreement referenced in Section 20.1 evidencing such partial termination. In the event of Operator's termination of this Agreement during the Option Term, the Option Payment shall belong to the Owner and Owner shall retain any Option Extension Payments made by Operator. Provided, any disturbance or damage to the Owner's Property caused by Operator's activities in this Agreement shall be restored to a condition existing prior to such disturbance or damage, as reasonably required by Owner.

6. **Payments.** Within thirty (30) days following the exercise of this Option, Operator agrees to pay Owner Three Thousand Five Hundred Dollars (\$3,500.00) per acre of the Mitigation Area Easement as determined in accordance with Section 4.4, with fractional acreage charged on a proportional basis, as consideration for the Easements and Operator's other rights and interests in the Owner's Property (the "**Purchase Price**"). The Conservation Easement shall be delivered, fully-executed by Owner, to Operator upon receipt of payment.

7. **Improvements.** Operator shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate and remove in an appropriate manner to accomplish the purposes of the Conservation Easement, and without damage or injury to Owner's remaining property, all facilities, structures, equipment, machinery, materials and property of every kind and character required for the construction and operation of the Wetlands Mitigation Facilities on the Owner's Property including, without limitation, culverts, bridges, drainage ditches, dikes and similar structures and facilities (collectively, the "**Improvements**"). All Improvements shall at all times during the Easement Term remain the property of Operator, and Owner shall have no right, title or interest therein. All Improvements constructed or placed

on the Owner's Property by Operator during the Easement Term may be repaired, replaced, relocated, removed, added to or expanded upon by Operator at any time during the Easement Term and at all times shall be of serviceable quality. Operator hereby indemnifies and agrees to hold Owner and the Owner's Property free, clear and harmless of and from all construction liens and claims of liens and all other liability, claims and demands, including attorneys' fees, for amounts owed by Operator for construction of the Improvements. All Improvements located on the Owner's Property upon the expiration of the Easement Term shall automatically become the property of Owner without necessity of further act by any party; provided, Owner has the right to require any part of, or all Improvements, to be removed from the Owner's Property at the sole expense and effort of Operator. In the event Owner requires removal of the Improvements, after expiration of the Easement Term, and upon the further condition that such removal does not interfere with, damage, or adversely impact the area covered by the Conservation Easement, or cause a violation of the Conservation Easement terms, then Operator shall complete such removal.

8. Ownership and Title Matters

8.1 Ownership. Owner is the holder of fee simple title to all of the Owner's Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant Operator the Easements.

8.2 Authority. The person or persons signing this Agreement as Owner have the power and authority legally necessary to enter into this Agreement and grant the Easements to Operator in accordance with the terms of this Agreement.

8.3 Other Agreements. The Owner's Property is not subject to any other agreements, options, rights of first refusal, easements, restrictive covenants or other prior right of any party to purchase, lease or acquire easements or other interests in the Owner's Property, or create any prior claim or right that would preclude or interfere with Operator's rights and interests under this Agreement and the Easements.

8.4 Subordination, Non-Disturbance & Attornment Agreement. Owner represents and warrants, as of the Effective Date of this Agreement, that there are no mortgages encumbering the Owner's Property, except as disclosed by a title commitment issued to Operator (each, an "**Owner Mortgage**"). Owner shall deliver to Operator an executed and duly acknowledged Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**"), to be prepared and provided by Operator, from each mortgagee of each Owner Mortgage pursuant to which such mortgagee agrees, among other things, not to disturb Operator's possession and use of the Owner's Property or its rights under this Agreement. Operator may record each such SNDA in the Official Records of the County in which Owner's Property is located. In the event Owner has failed to deliver a SNDA from each holder of an Owner Mortgage, Operator may, in addition to its rights and remedies at law, in equity, and under this Agreement, take such action and pay such amounts as it deems reasonably necessary to effect the rights granted to Operator hereunder, and submit statements to Owner for such costs, which shall be due and payable within 30 days of submission.

9. **Representations and Warranties of Owner.** Owner hereby makes the following representations and warranties to and for the benefit of Operator; notwithstanding, the Operator acknowledges it has inspected and investigated the Owner's Property and is satisfied it meets all of Operator's requirements for the Conservation Easement:

9.1 **Physical Condition.** Owner has no actual knowledge of any existing physical conditions of the Owner's Property which would prevent or significantly restrict Operator's development of the Owner's Property for the purposes specified in this Agreement.

9.2 **Legal Restrictions.** Owner has no knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Operator's development of the Owner's Property pursuant to this Agreement.

9.3 **No Litigation.** No litigation is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Owner's Property.

9.4 **Survival.** The representations and warranties set forth in this Section 9 shall survive the execution and delivery of this Agreement.

10. **Use, Operation and Maintenance.**

10.1 **Required Installation or Operation.** After exercise of this Option, Operator agrees that it will proceed in good faith and with reasonable dispatch to install Wetlands Mitigation Facilities and other Improvements on the Owner's Property and to operate the Wetland's Mitigation Facilities on the Owner's Property as contemplated in **Exhibit "C."** Operator shall have the sole discretion to determine the timing that Improvements will be constructed on Owner's Property, and when to commence the operation of the Wetlands Mitigation Facilities on the Owner's Property and to operate the Improvements. Provided, if no Improvements are placed on Owner's Property by Operator as contemplated in this Agreement by June 1, 2015, then this Agreement and all rights hereunder shall be deemed to have terminated on such date.

10.2 **Uses Reserved by Owner.** Except as otherwise expressly limited herein, Owner expressly reserves the right to use the Owner's Property for recreational and open space conservation purposes in a manner that does not unreasonably interfere with Operator's use of the Operator Property and which does not interfere with or destroy the Wetlands Mitigation Facilities.

10.3 **Permits and Approvals.** Operator shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Wetlands Mitigation Facilities and the construction and operation of the Improvements. Owner shall cooperate with Operator as necessary to obtain any governmental or utility approvals or permits, including signing applications and requests for consideration, provided that Operator shall reimburse Owner for all its reasonable out-of-pocket expenses directly incurred in connection with such cooperation. Operator represents that after exercise of

the Option it will proceed in good faith to secure any required governmental permits and approvals for such Wetlands Mitigation Facilities and maintain such permits.

10.4 **Compliance with Laws.** Operator shall comply in all material respects with valid laws applicable to the Owner's Property and the Operator Property. Operator shall have the right, in its sole discretion and at its sole expense, in Operator's name or Owner's name, to contest the validity or applicability to the Owner's Property and the Operator Property of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or entity; provided, however, Ottawa County's properly adopted and applicable ordinances, rules and resolutions shall not be contested in this provision. Operator shall control any such contest and Owner shall cooperate with Operator in every reasonable way in such contest, at no out-of-pocket expense to Owner.

11. **Taxes.** Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("**Taxes**") levied or assessed against the Owner's Property and all improvements thereon. In the event of the failure of Owner to pay the Taxes prior to delinquency, Operator shall have the right to cure such default by payment of those Taxes and any penalties or interest on such Taxes which are due, and may, in addition to its rights and remedies at law, in equity, and under this Agreement, take such action and pay such amounts as it deems reasonably necessary to effect the rights granted to Operator hereunder. The Operator has the right to submit for payment by Owner a statement for sums paid by Operator and such statement is due and payable within thirty (30) days thereafter.

12. **Grant of Conservation Easement.** At or prior to completion of Operator's initial construction of the Wetlands Mitigation Facilities, and payment of all sums due Owner by Operator pursuant to this Agreement, Owner shall deliver to Operator the completed Conservation Easement and all exhibits thereto. Upon delivery of the Conservation Easement to Owner, it shall be recorded with the Ottawa County Register of Deeds office. The terms of the Conservation Easement shall be as provided in **Exhibit "B"** attached except as to any subsequent modifications as provided in Section 5.1 above. Operator will cause the MDNRE to execute and record against the Owner's Property the original executed Conservation Easement with the Ottawa County Register of Deeds, and Owner will comply with the terms of the Conservation Easement as grantor thereunder.

13. **Assignment and Sublease.** Operator shall have the right, with Owner's consent, which will not unreasonably be withheld, to sell, convey, lease, or assign all or any portion of the Operator Property located upon the Conservation Easement, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, easements, licenses or similar rights with respect to the Operator Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any such Assignee shall use the Operator Property only for the uses permitted under this Agreement and any such Assignee shall provide a written consent to Owner acknowledging its agreement to do so. When Operator has assigned its interests under this Section 13, or has conveyed a subeasement or other interest, Operator shall give notice of the assignment or conveyance (including the address of the Assignee for notice purposes) to Owner; provided the failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such assignment or

conveyance until such notice is given. Any such assignment by Operator of its interests in this Agreement shall release Operator from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. Operator may unilaterally record against Owner's Property evidence of such Assignment, subject to Assignee's prior approval by Owner and Assignee's written consent to be bound by the terms of this Agreement.

14. **Hazardous Materials.**

14.1 **Owner's Covenants Regarding Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Owner's Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), during its ownership of Owner Property and Owner has not received any notice or other communication from any governmental authorities alleging that the Owner's Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner represents and warrants that, except as disclosed to Operator in writing, to the best of Owner's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Owner's Property during or prior to Owner's ownership of the Owner's Property. Owner shall not knowingly violate in a material way any Environmental Law relating to the Owner's Property.

14.2 **Operator's Covenants Regarding Hazardous Materials.** Operator shall, at Operator's sole cost and expense, promptly take removal or remedial action required by Environmental Laws with regard to any material violation of any Environmental Laws with regard to any Hazardous Materials brought onto the Owner's Property by Operator or its employees, agents, or contractors. Owner shall cooperate with Operator with regard to any scheduling or access to the Owner's Property in connection with any action required hereunder. Operator shall at all times hold Owner harmless from all liability of Operator, its employees', agents', or contractors' violations of any Environmental Laws.

15. **Indemnity and Insurance.**

15.1 **Indemnity by Operator.** Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, (collectively "**Liability**") resulting from the negligence, willful misconduct, or breach of this Agreement by Operator, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Liability is not due to any negligence, willful misconduct, or breach by Owner, its agents, contractors or employees, invitees, licensees or permittees.

15.2 **Indemnity by Owner.** Owner shall defend, indemnify, protect, and hold Operator harmless from and against all Liability resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Liability is not due to any

negligence, willful misconduct, or breach by Operator, its agents, contractors, employees, invitees, licensees, or permittees.

15.3 **Insurance.** Each of Operator and Owner, respectively (the “**Insuring Party**”), shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring itself against loss or liability caused by the Insuring Party’s or its Related Persons’ occupation and use of, and activities on, the Owner’s Property, in an amount not less than One Million Dollars (\$1,000,000.00) of combined single limit coverage per occurrence, accident or incident whether primary or umbrella, and shall name the other party (the “**Additional Insured Party**”) as additional insured under such policy. After receiving a written request from the Additional Insured Party, the Insuring Party shall deliver a certificate of such insurance to the Additional Insured Party. As used herein, the term “**Related Person**” means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of a specified party, or any other person or entity that has obtained or hereafter obtains rights or interests from such party.

15.4 **Release and Waiver of Subrogation.** Owner and Operator hereby release and discharge the other party, and any officer, agent, employee or representative of such party, from any liability whatsoever arising from loss, damage or injury for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

15.5 **Survival.** The obligations of the Parties under this Section 15 shall survive expiration or other termination of this Agreement.

16. **Waiver of Statutory Liens.** Owner and Operator, to the extent permitted by the laws and Constitution of the State of Michigan, hereby waives its statutory liens created under Michigan law in any property of Owner or Operator (including, but not limited to, all Improvements and any other fixtures, machinery, equipment, furnishings, and other articles of personal property now or hereafter placed on the Owner’s Property or Operator’s Property by either party).

17. **Default and Remedies.** Either party shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within thirty (30) days after receiving notice thereof from the other party (or if such default cannot be cured through the exercise of reasonable diligence within such 30 day period, if the defaulting party fails to commence corrective action within such 30 day period and thereafter diligently prosecutes same to completion) (“**Default**”). Upon the occurrence of a Default, the non-defaulting party may pursue any and all actions or remedies that may be available at law or in equity.

18. **Condemnation.**

18.1 **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Owner’s Property, or all of the

Improvements thereon, for any public use or otherwise, then the interests and obligations of Operator under this Agreement in or affecting the Owner's Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Owner's Property or the Improvements thereon, (ii) the date that Operator is, in its sole judgment, no longer able or permitted to operate the Wetlands Mitigation Facilities on the Owner's Property in a commercially viable manner, or (iii) the date of the condemnation judgment, at which time Owner and Operator shall be relieved of any and all further obligations to each other under this Agreement.

18.2 **Partial Taking.** If, at any time during the Easement Term, any authority having the power of eminent domain shall condemn any portion of the Improvements or the Owner's Property, then the interest and obligations of Operator under this Agreement and the Easements as to any portion of the Improvements or the Owner's Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of any portion of the Improvements or the Owner's Property, (ii) the date that Operator is, in its reasonable judgment, no longer able or permitted to operate the Wetlands Mitigation Facilities on the Owner's Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement and the Easements shall continue in full force and effect as to the remainder of the Improvements and the Owner's Property. If the remainder of any other portion of the Improvements or the Owner's Property is or becomes insufficient or unsuitable for Operator's purposes hereunder, as determined by Operator in its sole discretion, then Operator shall have the right to terminate this Agreement and the Easements as to the portion of the Owner's Property to which Operator continues to hold the rights, at which time Owner and Operator shall be relieved of any further obligations and duties to each other under this Agreement.

18.3 **Apportionment, Distribution of Award.** In the event of any taking, the award by the court for the taking of the Owner's Property shall be paid to Owner or Operator consistent with applicable Michigan law.

19. **Notice.**

19.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

19.2 **Delivery.** Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours (excluding Saturday, Sunday or any banking holiday) from proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to Owner: County of Ottawa
In care of its Parks & Recreation Commission
12220 Fillmore Street
West Olive, Michigan 49460
Attention: John A. Scholtz, Director

Notice to Operator: Request Foods, Inc.
3460 John F. Donnelly Drive
Holland, Michigan 49422
Attention: William J. Rysdyk

19.3 **Change of Recipient or Address.** Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

20. **Miscellaneous Provisions.**

20.1 **Easement Agreement.** Simultaneously with the execution of this Agreement, Owner and Operator agree to execute and acknowledge a Short Form of Easement and Option Agreement in the form of **Exhibit "E"** attached to this Agreement which Operator shall record at its expense in the real property records of the County in which the Owner's Property is located.

20.2 **Further Assurance.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

20.3 **Approvals.** Whenever in this Agreement the approval or consent of either party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

20.4 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by Owner and Operator.

20.5 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

20.6 **Attorneys Fees.** After the Agreement is executed, if an action or proceeding is brought to enforce any term or condition of the Agreement on the part of Owner or Operator, the prevailing party in such litigation shall be entitled to be paid by the non-prevailing party its reasonable attorneys fees at the trial court and all appellate levels.

20.7 **Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by the applicable laws of the State of Michigan, and the County in Michigan, where the

Owner's Property is located, shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement.

20.8 **Section Headings**. The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

20.9 **Entire Agreement**. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

20.10 **Effect of Termination**. Notwithstanding any other provision of this Agreement to the contrary, any termination of this Agreement pursuant to the terms hereof shall not release either Party from liabilities, obligations or indemnities arising prior to the effective date of such termination or which survive the termination hereof.

20.11 **Time of Essence**. Time is of the essence of each provision of this Agreement.

20.12 **No Waiver**. No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any provision hereof or of any subsequent breach by the other Party.

20.13 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

20.14 **No Merger with Other Agreements**. It is the intent of the parties hereto that this Agreement is separate from, and that it not be merged with or extinguished by, any other agreement or agreements executed by either or both of the Parties hereto.

20.15 **Running with the Land**. With respect to each Easement: (a) to the extent permitted by law, such Easement shall be appurtenant to the Wetlands Mitigation Facilities; (b) such Easement shall run with the Owner's Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Owner and the holder of the Easements and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Operator or the holder of the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easements back to Owner; (d) nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Owner's Property (or such other lands) or any lands benefited by the Easements, and no transfer, shall, separately or in the aggregate, constitute an overburdening of the Easements.

SIGNATURES FOLLOW ON NEXT PAGES

EXHIBIT "A"

Legal Description of Owner's 30+ Acre Property

EXHIBIT "B"

Form of Agreement for Conservation Easement

AGREEMENT FOR
CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created on _____, 20____, by and between

_____, (name) married/single individual[s] (*circle one*), or corporation, partnership, municipality, or limited liability company (*circle one*), whose address

is _____ (Grantor) and the Michigan Department of Natural Resources and Environment (MDNRE), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 1st Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in (*circle one*) the City of Holland;

_____, Ottawa County, and State of Michigan, legally described in Exhibit A.

The MDNRE is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee Request Foods, Inc. (*insert name and address of Permittee if other than Grantor*) has applied for a Permit (MDNRE File Number 10-70-0016-P), pursuant to Part 303, to authorize activities that will impact regulated wetland. The MDNRE evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor (*on behalf of Permittee, if applicable*) has agreed to grant the MDNRE a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 21 acre(s). A survey map depicting the Easement Premises is attached as Exhibit C. The MDNRE shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises, consistent with the Permit, and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.
2. Except as authorized under MDEQ Permit Number _____ - _____ - _____ -P, issued on ____/____/20____ or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to:
 - a) Alteration of the surface topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
 - d) Dredging, removal or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, mowing or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching, grazing, farming;
 - j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an MDEQ-approved Management Plan;
 - k) Construction of unauthorized utility or petroleum lines;
 - l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside the Easement Premises;
 - m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
 - o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
 - p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.

3. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species or as otherwise provided in the MDEQ-approved Management Plan for the Easement Premises.
4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.
5. Grantor, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee of undertaking any mitigation activity, even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the MDEQ.
8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of or deposited in or on the property.
9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
10. Grantor shall continue to be responsible for the upkeep and maintenance of the Easement Premises to the extent it may be required by law.
11. Grantee and its authorized employees and agents, as shown in Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.

12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity, unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land, in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 *et seq.*, as amended.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law. All legal action related to this conservation easement must be filed and pursued in Michigan state courts.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain, at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.
22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks, such as nearby roads, to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that MDEQ staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes MDEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises, along with a depiction of the area covered by the Conservation Easement.
- Exhibit E:** *If applicable*, a Cooperative Stewardship Agreement that includes baseline documentation and any vegetation and/or site Management Plans.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: _____

Philip Kuyers

Type/Print Grantor's Name exactly as signed

Chairman, Board of Commissioners

Title (if signing on behalf of an organization)

Signature: _____

Daniel C. Krueger

Type/Print Grantor's Name exactly as signed

Clerk

Title (if signing on behalf of an organization)

Ottawa County

Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
 } ss
COUNTY OF _____}

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, (name[s]) the _____, (title)
of _____, (Organization name) a _____, (state)
corporation, partnership, municipality, or limited liability company (circle one), on behalf of the
organization.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

My commission is in: _____ County, Michigan

Acting in: _____ County, Michigan

My Commission Expires: _____

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____, (name[s]) _____
(marital status).

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

My commission is in: _____ County, Michigan

Acting in: _____ County, Michigan

My Commission Expires: _____

GRANTEE:

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND AND WATER MANAGEMENT DIVISION

Elizabeth M. Browne, Division Chief

STATE OF MICHIGAN }
 } ss
COUNTY OF INGHAM }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by Elizabeth M. Browne, Division Chief, Land and Water Management Division,
State of Michigan, on behalf of the Michigan Department of Environmental Quality.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

Acting in: Ingham County, Michigan

My Commission is in _____ County, Michigan

My Commission Expires: _____

FORM DRAFTED BY:
The Honorable Mike Cox,
Attorney General
Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:
Michigan Department of Natural Resources and
Environment
Land and Water Management Division
Constitution Hall, 1st Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958

(November 1, 2009)

EXHIBIT "C"

Mitigation and Monitoring Plan

T SURVEY WORK

Preparation of a topographic survey of the mitigation area with one foot contours to refine the conceptual design and meet MDNRE requirements. The mitigation area, Black River, Noordeloos Creek, ditches, and surrounding upland area will be included in this survey. Additional surveys will identify a legal description for the mitigation area and a linear access route to the mitigation area. In addition, as-built drawings of the mitigation area will be prepared as required by MDNRE.

GEOTECHNICAL WORK/SOIL BORINGS/HYDROGEOMORPHIC ASSESSMENT

Hand soil borings and exploratory soils pits possibly utilizing heavy equipment to evaluate the underlying soil material and determine infiltration rates, shall be performed. Any areas disturbed during the due diligence period will be graded back to original graded and seeded with an appropriate grass mix at the contractors expense. A detailed hydrogeomorphic assessment of Noordeloos Creek and the Black River will be performed to determine the flood frequency and bankfull discharge. This information will be used to develop a wetland hydrologic model used in mitigation design.

WETLAND DESIGN

Niswander Environmental has created an initial conceptual design for the site that includes the proposed mitigation area as part of its work for Ottawa County Parks. Approximately 20.34 acres of forested wetland mitigation will be constructed to offset the wetland impacts at the Development Property. The site will be designed to be periodically flooded with 6 to 12 inches of water seasonally as well as areas of saturated soils, which is required for creation of forested wetland. A hydrologic model of the proposed mitigation area, a design justification report, and final design plans for submission to MDNRE will be prepared. Final design plans will be submitted to Ottawa County Parks for review and approval. These plans will identify staging areas, construction sequencing, and final grades.

WETLAND CONSTRUCTION

Construction of the mitigation site will involve but is not limited to mass grading, tree removal, berm construction, land balancing, stream bank modification, installation of wildlife structures, seeding, planting, and invasive species removal. Planting and seeding of the mitigation wetland will be performed in accordance to MDNRE requirements and specifications. Approximately 400 trees/shrubs per acre of mitigation wetland will be planted. A 15% mortality of planted trees is anticipated and replanting will be performed as necessary to meet MNDRE's requirement of 300 living trees per/acre.

MITIGATION MONITORING

The mitigation site will be monitored for the period specified in the issued permit, which is anticipated to be five years. Monitoring will conform to all MDNRE requirements as outlined in the issued permit and MDNRE general monitoring guidelines. Monitoring includes annual visits

to document the percentage of wetland/upland vegetation, vegetation diversity, wildlife use, hydrologic development, and year to year comparisons. An annual report will be generated detailing development of the mitigation site and will include a photographic log, as required in the permit.

CORRECTIVE ACTIONS

Corrective measures will be identified during each annual monitoring visit and completed as necessary. All corrective actions performed will be documented in the annual monitoring reports to MDNRE. It is anticipated that corrective actions may include but not be limited to invasive species control (through herbicide application) and additional seeding.

EXHIBIT "D"

Legal Description of Mitigation Area

EXHIBIT "E"

SHORT FORM EASEMENT AND OPTION AGREEMENT

COUNTY OF OTTAWA, a Michigan public body corporation, in care of its Parks & Recreation Commission, having an address of 12220 Fillmore Street, West Olive, Michigan 49460 ("**Owner**"), and REQUEST FOODS, INC., a Michigan corporation, having an address of 3460 John F. Donnelly Drive, Holland, Michigan 49422 ("**Operator**"), have entered into that certain Wetlands Mitigation Easement and Option Agreement ("**Agreement**") whereby Owner granted to Operator an option for the following easements in connection with the development, construction and operation of a wetlands mitigation project in Ottawa County, Michigan (jointly and severally, the "**Easements**"):

- (1) Mitigation Area Easement
- (2) Access Easement
- (3) Surface Water Drainage License

covering all or portions of the real property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Owner's Property**").

1. The period during which the Option may be exercised ("**Option Term**") shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period not to exceed sixteen (16) months. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term, which shall be recorded in the County where the Operator Property is located. On the date of Operator's exercise of the Option (the "**Commencement Date**"), the Easements referenced in this Short Form Easement and Option Agreement ("**Short Form**") shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Easements and all rights and obligations relating thereto. The Easements were granted by, and the terms and conditions of the Easements are as more fully set forth in the Agreement executed by and between the Owner and Operator as of the same date this Short Form is fully executed;

2. The term of the Easements ("**Easement Term**") commences as of the Commencement Date and shall end five (5) years after the Owner's grant, to the State of Michigan Department of Natural Resource and Environment ("**MDNRE**"), of a Conservation Easement, as set forth in the Agreement, or such longer period as the MDNRE may require the Operator to monitor the Wetland's Mitigation Area. The Easement Term may be extended pursuant to the terms of the Agreement for a period of time equal to the period of Force Majeure as defined in the Agreement.

3. Pursuant to the terms and conditions of the Agreement:

(a) Upon any redetermination of the location of any Easements or Improvements from time to time, Operator may unilaterally amend this Short Form in order to update any legal descriptions or depictions of the locations of the Easements and Improvements herein, and record such amendment against the Owner's Property. The Easements shall be further defined pursuant to an as built survey to be prepared by Operator upon completion of construction of the wetland mitigation project.

(b) The Easements and any restriction contained in the Agreement run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, their respective successors, heirs mortgagees, assigns, personal representatives, tenants, or persons claiming through them.

(c) The address of the Owner is:
County of Ottawa
In care of its Parks & Recreation Commission
12220 Fillmore Street
West Olive, Michigan 49460
Attention: John A. Scholtz, Director

The address of the Operator is:
Request Foods, Inc.
3460 John F. Donnelly Drive
Holland, Michigan 49422
Attention: William J. Rysdyk

4. Owner has granted to Operator a lien upon Owner's Property for any amounts that may be owed by Owner to Operator under the Agreement, and Owner consents to the recording of such liens by Operator against Owner's Property.

5. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

6. The sole purpose of this instrument is to give notice of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement were fully set forth herein. This instrument shall in no way amend or be used to interpret the Agreement, and in the event of any conflict or inconsistency between any of the terms and conditions of this Short Form and any term and/or condition of the Agreement, the term and/or condition of the Agreement shall govern and control. All covenants and agreements of this Short Form and the Agreement shall run with the land until such time as the Agreement is terminated. A full and complete copy of the Agreement is on file at the offices of Operator and Owner.

IN WITNESS WHEREOF, the Owner and Operator have executed this Short Form Easement and Option Agreement on the date set forth below.

EXHIBIT "A"

Legal Description of Owner's Property

Tax Parcel Number: [insert Tax Parcel Number]

Common Address: [insert Common Address of Property, if available]

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Cost of Services Analysis Report - Court

SUGGESTED MOTION:

To receive The Maximus Cost of Services Analysis Report - Courts for Ottawa County.

SUMMARY OF REQUEST:

Goal 1, Objective 2 of the Board of Commissioners Strategic Plan includes implementing strategies to deal with operational deficits. The Cost of Service Analysis will be the basis for recommendations to the Board to increase fees for services provided by the County Courts which will increase revenue for the County. The 2010 budget includes \$100,000 for increased revenues as a result of this study.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #2

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 12:25:25 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
COURTS
MAY 2010

BASED ON BUDGETED EXPENDITURES
FOR FISCAL 2010

MAXIMUS
HELPING GOVERNMENT SERVE THE PEOPLE™

**OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
COURTS**

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OTTAWA COUNTY, MICHIGAN COST OF SERVICE ANALYSIS COURTS

Background

Ottawa County, Michigan engaged MAXIMUS to conduct a detailed cost of service analysis. The study focuses on an analysis of user fee services. The objectives were to:

- ◆ **Calculate the full costs of providing specific services,**
- ◆ **Compare costs with the revenues received for these services, and**
- ◆ **Recommend levels to recover more of the full cost of services when such fees are practical.**

The Final Report is being presented as two documents. The first report focused on County programs not related to the Courts. This document presents the results for the following programs:

- ◆ District Court – Probation/Community Corrections
- ◆ District Court – Criminal/Traffic/Civil
- ◆ Circuit Court – Criminal/Appeals/Civi
- ◆ Circuit Court – Juvenile Services
- ◆ Circuit Court – Friend of the Court

As traditional revenue sources become increasingly more difficult to forecast and depend on, alternative methods of financing become necessary. One such alternative is the movement towards “user fee” related charges. This analysis reviews the current methods of providing user fee related services. Total costs are calculated and a cost versus revenue analysis is developed. MAXIMUS used a proprietary computer model to develop the full cost of providing the various services.

Project Scope

This cost of service report features the identification of service costs and fee levels when providing fee-for-service activities.

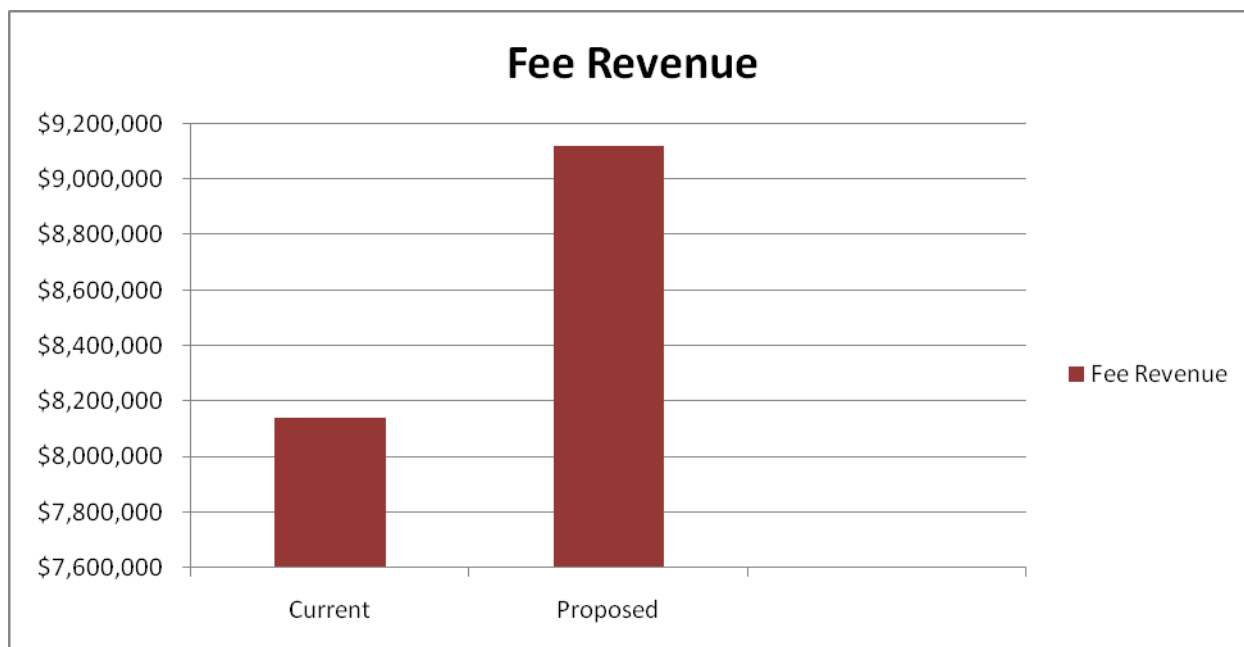
A service for which a user fee is charged can be viewed as the time and/or material costs paid by the government agency on behalf of a private citizen or group. The underlying assumption of user fees is that for services benefiting individuals, and not society as a whole, the individuals should pay for some portion of the cost of providing the service.

Full costs developed for services rendered include: direct labor costs, divisional and departmental supervision and administration, and supplies and material costs. All appropriate indirect, or overhead, costs are allocated from central service departments to the department or division performing the service.

Summary of Results

The analysis focuses on five court operations the County. Analysis of the services provided by these programs where the County is currently assessing fees or may have the ability or authority to adjust and collect fees indicates the County is spending \$16,517,655 to provide these services and recovering \$8,141,663 in related user fee revenue. The difference of \$8,375,992 is covered primarily by general tax dollars. Of this subsidy, it is believed that \$982,023 can be recovered through reasonable increases in the current fee schedules, thereby reducing the general fund subsidy to \$7,393,969. A large portion of the remaining subsidy is attributed to services where the user group may not be able to pay any significant increases, where fees are set by statute, or where there are necessary high fixed costs with low cost recoveries from fees.

The following chart illustrates the **Proposed Fee Revenue Increase** if the County implements the MAXIMUS recommendations.



The table following summarizes the cost and revenue findings for each of the five court programs. The table details the full annual cost of user fee services analyzed within each department, the current annual revenue, the amount of subsidy, the percent of cost recovery, and the estimated additional revenue potential through recommended fee increases (and new fees).

Departmental Cost / Revenue Summary

Department	Full Cost	Current Revenue	Difference (Subsidy)	% Cost Recovery	Proposed Additional Revenue
District Court – Probation / Community Corrections	\$2,351,990	\$374,511	(\$1,977,479)	15.9%	\$595,068
District Court – Criminal / Traffic / Civil	\$4,788,387	\$2,955,066	(\$1,833,321)	61.7%	\$341,955
Circuit Court – Criminal / Appeals / Civil	\$591,930	\$243,700	(\$348,230)	41.2%	\$0
Circuit Court - Juvenile Services	\$8,430,117	\$4,523,386	(\$3,906,731)	53.7%	\$0
Circuit Court - Friend of the Court	\$355,231	\$45,000	(\$310,231)	12.7%	\$45,000
Totals	\$16,517,655	\$8,141,663	(\$8,375,992)	49.3%	\$982,023

It is important to note that the recommended fee increases are provided only as options for the County’s consideration. Any final fee adjustments will need to be addressed by County Officials. It is equally important to note that the additional revenue projections are based upon current levels of service, whereas actual activity for most

services generally varies from year to year. Any reduction in demand for a particular service would result in the proposed additional revenue projections not being fully realized. It should be noted that the recommendations for fee adjustments include some areas that may need further legal interpretation. MAXIMUS recommends that the County request its legal advisor to research appropriate ordinances and statutes to determine if the County has the legal authority to establish new fees or adjust existing fees, as well as to identify any implementation procedures prior to any formal fee determinations. MAXIMUS further recommends that the County review any additional revenue projections with department and division heads, legal advisors, and administration prior to adjusting budgeted user fee revenue.

**OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
DISTRICT COURT
PROBATION / COMMUNITY CORRECTIONS / DRUG COURT**

Description of Department

The 58th District Court operates a Probation Department that provides services such as probation supervision, drug testing, and pre-sentence investigations. In addition the Community Corrections Program is responsible for the Intensive Supervision and Community Service programs. The Court also operates the Sobriety/Drug Treatment Program (Drug Court). For the purpose of this study the following service areas were examined within these District Court programs:

Service Area Descriptions

Regular Probation Oversight – The Court does not charge a fee for Regular Probation Oversight. The Probation Office has a typical caseload of over 1,900 supervised probationers, or approximately 23,000 months of oversight annually.

Full Annual Cost	\$707,662
Units	23,000
Full Cost per Unit	\$30.77 per month
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Intensive Supervision – The Court charges a fee that averages \$950 per probationer assigned to the Intensive Supervision Program (ISP). The Community Corrections Office has a typical caseload of approximately 303 supervised probationers.

Full Annual Cost	\$637,715
Units	303
Full Cost per Unit	\$2,104 per Probationer
Current Revenue	\$164,688
Percent of Cost Recovery	25.8%

Probation Violations – No fees are assessed to individuals in either ISP or Regular Probation for violating the terms of their probation. Last year 1,840 probation violations were reported between the two programs.

Full Annual Cost	\$43,695
Units	1,840
Full Cost per Unit	\$23.75
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Drug Testing – Probationers ordered by the Court to have drug testing performed are charged a fee of \$5 per month. ISP probationers are charged a flat \$60 fee. Approximately 30,000 drug tests are administered annually.

Full Annual Cost	\$248,689
Units	30,065
Full Cost per Unit	\$8.27 per test
Current Revenue	\$108,389
Percent of Cost Recovery	43.6%

PTB – The Court administers over 37,000 Personal Breathalyzer Tests (PBT) annually. No fees are charged for a PBT.

Full Annual Cost	\$49,966
Units	37,733
Full Cost per Unit	\$1.32 per test
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Pre-Sentence Investigation – Currently the Court does not charge a fee for pre-sentence investigations (PSI). Approximately 650 pre-sentence investigations are completed each year.

Full Annual Cost	\$67,858
Units	650
Full Cost per Unit	\$104.40
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Shortie PSI – Currently the Court does not charge a fee for a Shortie PSI. A Shortie PSI does not include a personal interview and is much less time consuming than the regular PSI. Approximately 274 Shortie PSIs are completed each year.

Full Annual Cost	\$4,767
Units	274
Full Cost per Unit	\$17.40
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Bond Screen – Currently the Court does not charge a fee for a bond screen. Nearly 1,400 are completed each year.

Full Annual Cost	\$73,026
Units	1,399
Full Cost per Unit	\$52.20
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Alcohol Assessment – A fee of \$75 is charged for an alcohol assessment. The Court performs over 1,000 assessments each year.

Full Annual Cost	\$114,523
Units	1,097
Full Cost per Unit	\$104.40
Current Revenue	\$69,934
Percent of Cost Recovery	61.1%

Electronic Monitoring – Currently the Court does not charge a fee for probationers required to wear an electronic monitor. Last year the Court monitored 152 probationers.

Full Annual Cost	\$48,858
Units	152
Full Cost per Unit	\$321.43
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Community Service – The Court charges a fee of \$45 to individuals placed in the Community Service program. Last year over 1,000 individuals were enrolled in the program.

Full Annual Cost	\$196,539
Units	1,001
Full Cost per Unit	\$196.34
Current Revenue	\$31,500
Percent of Cost Recovery	16.0%

Drug Court Participation – Other than the \$5 per month drug testing fees, no other participation fees are charged to individuals sentenced to the Drug Court. The Drug Court has a typical caseload of 65 individuals

Full Annual Cost	\$158,692
Units	65
Full Cost per Unit	\$2,441
Current Revenue	\$0
Percent of Cost Recovery	0.0%

Recommendations

All fees not set by statute are set at the discretion of the District Court Judges. MAXIMUS recommends that the Court consider adjusting the following fees. MAXIMUS further recommends that the County request its legal advisor research appropriate ordinances and statutes to determine if the County has the legal authority to adjust existing fees or establish new fees as well as to identify any implementation procedures prior to any formal fee determinations. The following section details the current fee, full cost, and recommended rate for each service area.

SERVICE	CURRENT FEE	FULL COST RATE	RECOMMENDED FEE
Regular Probation	No Fee	\$30.77 / Month	\$25 / Month
Intensive Supervision	\$950	\$2,104	\$1,200
Probation Violations	No Fee	\$23.75	\$20
Drug Tests	\$5 / Month	\$8.27 / Test	\$7.50 / Month
PBT	No Fee	\$1.32	No Fee
Pre-Sentence Investigation	No Fee	\$104.40	\$100
Shortie PSI	No Fee	\$17.40	No Fee
Bond Screen	No Fee	\$52.20	\$25
Alcohol Assessment	\$75	\$104.40	\$100
Electronic Monitoring	No Fee	\$321.43	\$100
Community Service	\$45	\$196.34	\$100
Drug Court Participation	No Fee	\$2,441	\$250

Cost / Revenue Summary

The following chart details the full cost of the service areas, the revenue generated under the current fee schedule, the difference, the percent of cost recovery, the current fee, the number of service units, the average cost per unit, and the estimated amount of potential additional revenue at the recommended prices.

DEPARTMENTAL COST / REVENUE SUMMARY

Ottawa County, MI

District Court - Probation/Community Corrections

2010

Service Fees	Full Cost	Current Revenue	Difference (Subsidy)	% Cost Recovery	Current Unit Rate	Current Units	Full Cost Rate	Recomm'd Fee	Proposed Additional Revenue
Regular Probation	\$707,662	\$0	(\$707,662)	0.0%	\$0	23,000	\$30.77	\$25/month	\$345,000
Intensiver Supervision	\$637,715	\$164,688	(\$473,027)	25.8%	\$950	303	\$2,104.67	\$1,200.00	\$45,450
Probation Violations	\$43,695	\$0	(\$43,695)	0.0%	\$0	1,840	\$23.75	\$20.00	\$22,080
Drug Tests	\$248,689	\$108,389	(\$140,300)	43.6%	\$5/month	30,065	\$8.27	\$7.50/mo	\$54,195
PBT	\$49,966	\$0	(\$49,966)	0.0%	\$0	37,733	\$1.32	\$0.00	\$0
Presenence Investigation	\$67,858	\$0	(\$67,858)	0.0%	\$0	650	\$104.40	\$100.00	\$39,000
Shortie - PSI	\$4,767	\$0	(\$4,767)	0.0%	\$0	274	\$17.40	\$0.00	\$0
Bond Screen	\$73,026	\$0	(\$73,026)	0.0%	\$0	1,399	\$52.20	\$25.00	\$20,985
Alcohol Assessment	\$114,523	\$69,934	(\$44,589)	61.1%	\$75	1,097	\$104.40	\$100.00	\$16,455
Electronic Monitoring	\$48,858	\$0	(\$48,858)	0.0%	\$0	152	\$321.43	\$100.00	\$9,120
Community Service	\$196,539	\$31,500	(\$165,039)	16.0%	\$45	1,001	\$196.34	\$100.00	\$33,033
Drug Court Participation	\$158,692	\$0	(\$158,692)	0.0%	\$0	65	\$2,441.42	\$250.00	\$9,750
TOTALS	\$2,351,990	\$374,511	(\$1,977,479)						\$595,068

MAXIMUS Consulting Services, Inc.

The projected additional revenue for most services is based upon a 60% collection rate, which is the approximate current collection rate for ISP and Community Service.

**OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
DISTRICT COURT
CRIMINAL / TRAFFIC / CIVIL**

Description of Department

The 58th District Court has jurisdiction in all misdemeanors, civil infractions, and the preliminary examinations of all felony cases. In addition, the court has jurisdiction in all civil matters under certain dollar limitations. The following service areas were examined within the District Court:

Service Area Descriptions

Traffic / Criminal – Court costs for all traffic and criminal cases are set by the Court within certain ranges recommended by the State. The Court processes nearly 46,000 cases annually. It is important to note that the full cost of criminal and traffic proceedings identified in the following table does not include costs associated with probation oversight, pre-sentence investigations, substance abuse evaluations, or drug testing which are addressed in the Probation / Community Corrections section of this report. The revenue identified in the table includes all revenues associated with criminal and traffic cases that remain with the County; costs, ordinance fines, bond forfeitures, etc.

Full Annual Cost	\$3,032,051
Units	45,594
Full Cost per Unit	\$66.50 average
Current Revenue	\$2,720,795
Percent of Cost Recovery	89.7%

Felony Cases – The Court does not have the authority to assess fees for preliminary proceedings associated with Felony cases that are bound over to Circuit Court. The cost information for Traffic / Criminal illustrated above does not include costs associated with Felony cases.

Civil – Fees for civil cases are all set by statute. The Court processes approximately 12,000 civil cases annually.

Full Annual Cost	\$1,579,263
Units	12,136
Full Cost per Unit	\$130.13 average
Current Revenue	\$231,011
Percent of Cost Recovery	14.6%

Marriages – The District Court magistrates are responsible for approximately 300 court-performed marriages annually. A \$10 fee is assessed for these marriages.

Full Annual Cost	\$7,789
Units	326
Full Cost per Unit	\$23.89
Current Revenue	\$3,260
Percent of Cost Recovery	41.9%

Recommendations

All fees not set by statute are set at the discretion of the District Court Judges. MAXIMUS recommends that the Court consider adjusting the following fees. MAXIMUS further recommends that the County request its legal advisor to research appropriate ordinances and statutes to determine if the County has the legal authority to adjust existing fees or establish new fees as well as to identify any implementation procedures prior to any formal fee determinations. The following section details the current fee, full cost, and recommended rate for each service area.

SERVICE	CURRENT FEE	FULL COST RATE	RECOMMENDED FEE
Traffic / Criminal	Varies	\$66.50 avg.	\$10 increase
Civil	Varies	\$130.13 avg.	Set by Statute
Marriages	\$10	\$10.28	Set by Statute

As noted above, revenues associated with criminal and traffic proceedings are currently recovering 89% of the full cost. However, in total, the general fund is subsidizing court services by over \$1.8 million annually (see Cost/Revenue Summary). A large portion of this subsidy results from civil proceedings for which the Court has no control over fees.

The reported revenue on criminal / traffic includes both fines and costs associated with proceedings. In our opinion, fines should be punitive and can be used to offset the cost of enforcement by the Sheriff and other County offices. The identified subsidy for criminal / traffic of \$311,256 would be even greater if fines were not included. However, the Court was not able to separate fines from costs in their revenue reports.

MAXIMUS has included a suggested increase of an average of \$10 per case for court costs assessed for criminal / traffic proceedings. Based upon an estimated collection rate of 75%, the increase would generate approximately \$340,000 of additional general fund revenue.

Cost / Revenue Summary

The following chart details the full cost of the service areas, the revenue generated under the current fee schedule, the difference, the percent of cost recovery, the current fee, the number of service units, the average cost per unit, and the estimated amount of potential additional revenue at the recommended prices.

DEPARTMENTAL COST / REVENUE SUMMARY

Ottawa County, MI

District Court - Criminal / Traffic / Civil

2010

Service Fees	Full Cost	Current Revenue	Difference (Subsidy)	% Cost Recovery	Current Unit Rate	Current Units	Full Cost Rate	Recomm'd Fee	Proposed Additional Revenue
Traffic / Criminal	\$3,032,051	\$2,720,795	(\$311,256)	89.7%	varies	45,594	\$66.50	\$10 Increase	\$341,955
Civil	\$1,579,263	\$231,011	(\$1,348,252)	14.6%	varies	12,136	\$130.13	No Change	\$0
Felonies	\$169,284	\$0	(\$169,284)	0.0%	No Fees	1,414	\$119.72	No Change	\$0
Marriages	\$7,789	\$3,260	(\$4,529)	41.9%	\$10	326	\$23.89	No Change	\$0
TOTALS	\$4,788,387	\$2,955,066	(\$1,833,321)						\$341,955

MAXIMUS Consulting Services, Inc.

Additional revenue projection based upon a 75% collection rate.

**OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
CIRCUIT COURT
CRIMINAL, APPEALS, AND CIVIL PROCEEDINGS**

Description of Department

The Circuit Court is responsible for the resolution of all felony cases, civil cases exceeding \$25,000 as well as appeals. For the purpose of this study, the following service areas were examined:

Service Area Descriptions

Case Processing Costs – Costs associated with processing each type of proceeding are identified below. The costs include the typical cost of processing the case through the system, excluding any actual trial costs.

Proceeding	Annual Cost	Cases	Cost per Case
Appeals	\$10,565	45	\$235
Criminal	\$430,369	1,822	\$236
Civil	\$149,068	630	\$236

Trial Costs – As noted above, the cost of each proceeding does not include the costs associated with courtroom trials. The cost of conducting trials is \$1,928 per day. This does not include the cost of court appointed attorneys if needed.

Recommendations

Most Circuit Court fees are set by statute with Judges having discretion only over certain fines and costs. MAXIMUS is making no specific recommendations for adjustments to any fees charged by the Circuit Court. We recommend that the Court take the cost data into consideration when assessing fines and costs, in particular for criminal cases adjudicated by the Court.

Cost / Revenue Summary

The following chart details the full cost of the service areas, the revenue generated under the current fee schedule, the difference, the percent of cost recovery, the current fee, the number of service units, the average cost per unit, and the estimated amount of potential additional revenue at the recommended prices.

DEPARTMENTAL COST / REVENUE SUMMARY

Ottawa County, MI

Circuit Court

2010

Service Fees	Full Cost	Current Revenue	Difference (Subsidy)	% Cost Recovery	Current Unit Rate	Current Units	Full Cost Rate	Recomm'd Fee	Proposed Additional Revenue
Appeals	\$10,565	\$0	(\$10,565)	N/A	N/A	45	\$234.78	N/A	\$0
Criminal	\$430,369	\$0	(\$430,369)	N/A	N/A	1822	\$236.21	N/A	\$0
Civil	\$149,068	\$0	(\$149,068)	N/A	N/A	630	\$236.62	N/A	\$0
Trial Cost - Per Day	\$1,928	\$0	(\$1,928)	N/A	N/A	1	\$1,928.00	N/A	\$0
Revenue		\$243,700	\$243,700	N/A	N/A	N/A	N/A	N/A	\$0
TOTALS	\$591,930	\$243,700	(\$348,230)						\$0

MAXIMUS Consulting Services, Inc.

*For informational purposes, the cost of a single trial day is included above.
All general fund revenue is reported in total.*

**OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
CIRCUIT COURT
JUVENILE SERVICES**

Description of Department

The Juvenile Services Division of the Circuit Court has jurisdiction in all matters involving delinquency and child protective proceedings. The Court is responsible for the adjudication of delinquency complaints and petitions as well as the post-adjudication supervision of all juveniles placed into one of the probation or treatment programs. For the purpose of this study, the following service areas were examined:

Service Area Descriptions

Juvenile Programs - Juveniles under the supervision of the Court can be placed in one of several programs. The cost information regarding each program follows:

Program	Annual Cost	Participants	Cost per Participant
Treatment Services	\$1,659,074	342	\$4,851
Probation/Intake	\$2,567,034	2,252	\$1,140
Intensive Supervision	\$477,099	91	\$5,243
Detention	\$3,726,910	663	\$5,621

Recommendations

All fees not set by statute are set at the discretion of the Juvenile Court Judges. MAXIMUS is making no specific recommendations for adjustments to any fees charged in the Juvenile Division. The Juvenile Services Division asked that the cost data be developed in the manner presented above and will take the cost data into account when they annually review their fee structure.

Cost / Revenue Summary

The following chart details the full cost of the service areas, the revenue generated under the current fee schedule, the difference, the percent of cost recovery, the current fee, the number of service units, the average cost per unit, and the estimated amount of potential additional revenue at the recommended prices.

DEPARTMENTAL COST / REVENUE SUMMARY

Ottawa County, MI
 Juvenile Services Division
 2010

Service Fees	Full Cost	Current Revenue	Difference (Subsidy)	% Cost Recovery	Current Unit Rate	Current Units	Full Cost Rate	Recomm'd Fee	Proposed Additional Revenue
Treatment Services	\$1,659,074	\$0	(\$1,659,074)	N/A	N/A	342	\$4,851.09	N/A	\$0
Probation/Intake	\$2,567,034	\$0	(\$2,567,034)	N/A	N/A	2252	\$1,139.89	N/A	\$0
Intensive Supervision	\$477,099	\$0	(\$477,099)	N/A	N/A	91	\$5,242.85	N/A	\$0
Detention	\$3,726,910	\$0	(\$3,726,910)	N/A	N/A	663	\$5,621.28	N/A	\$0
Revenue		\$4,523,386	\$4,523,386	N/A	N/A	N/A	N/A	N/A	\$0
TOTALS	\$8,430,117	\$4,523,386	(\$3,906,731)						\$0

MAXIMUS Consulting Services, Inc.

All Juvenile Division revenue, including any state funding, is reported in total.

**OTTAWA COUNTY, MICHIGAN
COST OF SERVICE ANALYSIS
CIRCUIT COURT
FRIEND OF THE COURT**

Description of Department

The Friend of the Court is responsible for the enforcement of child support orders as well as the mediation of disputed child custody. For the purpose of this study, the following service area was examined in the Friend of the Court.

Service Area Descriptions

Bench Warrant Costs – Costs of a minimum of \$25 are currently assessed by the Circuit Court for individuals brought before the Court on a bench warrant issued by the Friend of the Court for non-support. Approximately 1,800 bench warrants are executed annually.

Full Annual Cost	\$355,231
Units	1,800
Full Cost per Unit	\$197.35
Current Revenue	\$45,000
Percent of Cost Recovery	12.7%

The full identified cost includes FOC and Circuit Court costs in establishing the warrant and for apprehending and delivering the individual to the County Jail. It does not include booking costs or other costs associated with housing the individual in the County Jail.

Recommendations

All fees not set by statute are set at the discretion of the Circuit Court Judges. MAXIMUS recommends that the Court consider adjusting the following fees. MAXIMUS further recommends that the County request its legal advisor research appropriate ordinances and statutes to determine if the County has the legal authority to adjust existing fees or establish new fees as well as to identify any implementation procedures prior to any formal fee determinations.

Service Area	Current Fee	Full Cost	Recommended Fee
Bench Warrants	\$25 minimum	\$197.35	\$50 Minimum

It is our understanding that the Circuit Court fee for Bench Warrants is set by the Court. MAXIMUS recommends that the Court consider charging a minimum of \$50 per warrant with an overall increase of \$25 per warrant.

Cost / Revenue Summary

The following chart details the full cost of the service areas, the revenue generated under the current fee schedule, the difference, the percent of cost recovery, the current fee, the number of service units, the average cost per unit, and the estimated amount of potential additional revenue at the recommended prices.

DEPARTMENTAL COST / REVENUE SUMMARY

Ottawa County, MI

Friend of the Court

2010

Service Fees	Full Cost	Current Revenue	Difference (Subsidy)	% Cost Recovery	Current Unit Rate	Current Units	Full Cost Rate	Recomm'd Fee	Proposed Additional Revenue
Bench Warrants	\$355,231	\$45,000	(\$310,231)	12.7%	\$25 min.	1,800	\$ 197.35	\$50 min.	\$45,000
TOTALS	\$355,231	\$45,000	(\$310,231)						\$45,000

MAXIMUS Consulting Services, Inc.

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Cost of Services Analysis Report Fee Implementation

SUGGESTED MOTION:

To approve the implementation of select fees in the Maximus Cost of Service Analysis Report for Ottawa County dated April, 2010 effective July 1, 2010.

SUMMARY OF REQUEST:

Goal 1, Objective 2 of the Board of Commissioners Strategic Plan includes implementing strategies to deal with operational deficits. The Cost of Service Analysis is the basis for the recommendations to the Board to increase fees for services provided by County Departments which will increase revenue for the County. The 2010 budget includes \$100,000 for increased revenues as a result of this study.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #2

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 09:07:48 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

DEPARTMENTAL COST / REVENUE SUMMARY

County Clerk			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Certified Copy - 1st copy	\$10.00	\$13.70	\$15.00
Certified Copy - add'l copies	\$4.00	\$10.98	\$6.00
Estimated Additional Revenue			\$29,699.00

Drain Commissioner			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Soil Erosion Permits	Varies	\$778.17	20% Increase
Development Review Administration Fees			
Plat and Site Condo	\$200.00	\$8,501.22	\$400.00
All Others	\$50.00	\$413.25	\$100.00
County Drain Use Permits	\$0.00	\$68.03	\$50.00
Licensing Agreements	\$0.00	\$77.51	\$50.00
No Permit Required Letter	\$0.00	\$17.64	\$10.00
Estimated Additional Revenue			\$14,320.00

Treasurer			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Returned Items Charge	\$25.00	\$30.46000	\$30.00
Estimated Additional Revenue			\$790.00

GIS			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
CUSTOM MAPS			
Other LiDAR (per sq inch)	\$0.02	\$0.05125	\$0.050
30x34 Historical Aerial	\$10.00	\$22.45000	\$15.000
8.5x11 Historical Aerial	\$3.00	\$10.23000	\$5.000
Other Historical Aerial (per sq inch)	\$0.015	\$0.04597	\$0.025
Current Aerial (per sq inch)	\$0.025	\$0.04597	\$0.030
8.5x11 Custom Zoom	\$12.00	\$17.83000	\$15.000
Other Tax Lines (per sq inch)	\$0.015	\$0.04861	\$0.025
SPECIALTY MAPS			
24x36	\$20.00	\$22.79	\$22.00
36x48	\$30.00	\$34.54	\$32.00
42x54	\$40.00	\$41.89	\$42.00
Estimated Additional Revenue			\$10,300.00

Prosecuting Attorney			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
OUIL - Plea at Arraignment	\$25.00	\$64.67	\$50.00
OUIL - Plea at Pre-Trial	\$50.00	\$97.01	\$75.00
OUIL - Plea before Jury Selection	\$75.00	\$150.42	\$100.00
OUIL - Jury Trial	\$100.00	\$742.00	\$250.00
Estimated Additional Revenue			\$9,388.00

DEPARTMENTAL COST / REVENUE SUMMARY

Health Department - Environmental Health Division			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Food Service Establishments	Varies	Varies	1.4% Increase
Food Compliance Conference Meeting	\$150.00	\$1,245.22	\$300.00
Food Informal Meeting	\$300.00	\$1,780.81	\$600.00
Food Formal Meeting	\$500.00	\$2,355.91	\$900.00
Food Sanitation Private Class	\$200.00	\$1,235.92	\$300.00
Vacant Land Evaluation	\$125.00	\$677.16	\$340.00
Real Estate Evaluation - Private Sewage System & Water Supply	\$150.00	\$329.26	\$165.00
Real Estate Evaluation - Private Water Supply	\$100.00	\$226.99	\$115.00
Resample - positive coliform result	\$70.00	\$268.06	\$135.00
Private New & Replacement Well	\$168.00	\$680.49	\$340.00
Type II Well Program	\$168.00	N/A	\$400.00
Type II Well	\$168.00	\$803.62	\$400.00
Private Sewage System - New	\$200.00	\$1,068.08	\$535.00
Private Sewage System - Repair	\$175.00	\$553.44	\$280.00
Semi-Public Sewage System - New / Repair	Varies	Varies	\$535.00
Swimming / Spa Pool Annual / Open Inspection	\$100.00	\$280.21	\$140.00
Subdivision	Varies	Varies	100%
Estimated Additional Revenue			\$115,500.00

Health Department - Administrative and Clinical Health Services Divisions			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Autopsy Report - Scene Investigation	\$25.00	\$36.95	\$35.00
Full Autopsy Report	\$50.00	\$57.75	\$55.00
Cremation Permit	\$25.00	\$49.78	\$50.00
TIPS Class	\$20.00	\$37.35	\$30.00
Travel Office Visit - Comprehensive	\$65.00	\$78.90	\$70.00
Travel Office Visit - Comprehensive (per additional traveler)	\$30.00	\$47.34	\$35.00
Vaccination Administration Fee	\$16.00	\$35.45	\$16.75
STD Office Visit	\$35.00	\$63.66	\$50.00
Estimated Additional Revenue			\$52,775.00

Animal Control Department			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Kennel Inspections (1-10 tags)	\$10.00	\$115.57	\$25.00
Kennel Inspections (over 10 tags)	\$25.00	\$126.36	\$50.00
Estimated Additional Revenue			\$895.00

DEPARTMENTAL COST / REVENUE SUMMARY

Health Family Planning			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Continuing Patient-Brief	\$15.00	\$49.74	\$30.00
	\$25.00		\$50.00
Continuing Patient-Intermediate	\$40.00	\$191.46	\$75.00
Preventive visit, new, 12-17	\$120.00	\$295.57	\$150.00
Preventive visit, new, 18-39	\$120.00	\$295.57	\$150.00
Preventive visit, new, 40-64	\$140.00	\$345.67	\$170.00
Preventive visit, est, 12-17	\$100.00	\$260.35	\$130.00
Preventive visit, est, 18-39	\$100.00	\$261.31	\$130.00
Preventive visit, est, 40-64	\$110.00	\$285.93	\$140.00
IUD Insertion	\$120.00	\$186.96	\$120.00
IUD Removal	\$60.00	\$257.13	\$100.00
Diaphragm/Cervical Cap Fit	\$0.00	\$167.91	\$75.00
Chlamydia Test (direct probe)	\$0.00	\$302.93	\$37.00
Chlamydia/Gonorrhea (amplified) combined	\$0.00	\$530.18	\$41.00
Hematocrit or Hemaglobin	\$5.00	\$35.78	\$10.00
HPV Typing	\$0.00	\$530.18	\$55.00
Pregnancy Test-Urine	\$0.00	\$95.57	\$10.00
Thin Prep	\$0.00	\$306.06	\$27.00
Urinalysis-dip stick	\$3.00	\$33.95	\$10.00
Wet Mount	\$5.00	\$64.43	\$10.00
Cyto-pathologist review	\$0.00	\$331.90	\$10.00
Oral Contraceptives (High Cost)	\$15.00	\$9.53	\$20.00
SULFA	\$8.90	\$8.90	\$15.00
CIPRO	\$21.80	\$21.80	\$25.00
FOAMS	\$15.00	\$11.13	\$20.00
DIAPHRAGMS	\$25.00	\$32.73	\$35.00
IUD	\$200.00	\$225.57	\$250.00
MIRENA IUD	\$330.00	\$351.17	\$375.00
DEPO	\$40.00	\$16.99	\$40.00
Ortho EVRA Patch	\$20.00	\$36.63	\$40.00
Nuva Ring	\$35.00	\$27.87	\$40.00
ECP	\$15.00	\$14.60	\$25.00
Estimated Additional Revenue			\$19,607.00

Sheriff			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Hand Gun Purchase	\$5.00	\$14.83	\$10.00
Incident Reports	\$4 / \$1	\$7.42	\$5 / \$1
Background Check w/ record	\$5.00	\$6.92	\$10.00
OWI Arrest - Regular (1)	\$350.00	\$486.15	\$400.00
Estimated Additional Revenue			\$29,016.00

Sheriff - Corrections Division			
Service Fees	Current Unit Rate	Full Cost Rate	Recommended Fee
Day Rate	\$40/day - \$20/day	\$46.03	\$45/day - \$25/day
Estimated Additional Revenue			\$38,010.00

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Tax Allocation Recommendation

SUGGESTED MOTION:

To approve the recommendation that the Ottawa County millage allocation remains at 4.440 mills.

SUMMARY OF REQUEST:

The County Tax Allocation Board convenes on the third Monday of April and will determine at a future meeting the allocation of the 15 mill tax proceeds. The determination by the Tax Allocation Board will be acted upon in June.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.05.19 09:10:09 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Resolution to Approve the 2010 Millage Rate for Ottawa County

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution to approve the 2010 Millage Rate for Ottawa County of 3.6 mills.

SUMMARY OF REQUEST:

TRUTH IN TAXATION HEARING NOT NECESSARY THIS YEAR (June Hagan)

Truth in Taxation information from the Guide to Michigan County Government, Fourth Edition, by Kenneth VerBurg

The so-called "truth in taxation" law adds a possible rollback to the annual tax rate to eliminate extra revenue to a government as a result of inflationary increases in property values greater than the rate of the Consumers Price Index. A taxing unit may not generate more revenue than it generated in the prior year unless it holds a Truth in Taxation public hearing. The County must also include the estimate of revenues that it will receive from the state liquor and hotel tax in their estimate of revenue for the current year. Historically, the County has held the Truth in Taxation hearings each year indicating that the County would collect more revenue than in the prior year even though the County did not increase the millage rate. This year, the tax revenue and revenue from the liquor and hotel tax will not exceed the amount of revenue received in 2009. Therefore, the County is not required to hold a public hearing prior to the Board approval of the millage resolution (no increase at 3.6 mills) for the July tax levy.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 09:23:38 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

The Ottawa County Board of Commissioners

of the County of Ottawa

Grand Haven, Michigan

RESOLUTION TO APPROVE 2010 MILLAGE RATE FOR COUNTY OPERATIONS

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Administrative Annex, Olive Township, Michigan in said County on May 25, 2010, at 1:30 p.m. local time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and supported by _____:

WHEREAS, the Ottawa County Board of Commissioners has carefully examined the financial circumstances of Ottawa County, including estimated expenditures, estimated revenues, and the state taxable valuation of property located within Ottawa County and, determined that the levy of an additional millage rate will be necessary for the sound management and operation of Ottawa County; and

WHEREAS, the Ottawa County Board of Commissioners has complete authority to establish that a maximum of 3.6000 mills be levied for operating purposes from within its authorized millage rate which includes a reduction in the millage rate of .0800 mills from the maximum allowed millage rate without a public hearing; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. For 2010 the total millage rate of 3.6000 mills, which includes a reduction in the rate of .0800 mills from the maximum allowed millage rate without a public hearing, shall be levied upon property located within Ottawa County for operating purposes in 2010.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS:

NAYS:

ABSTAIN:

ABSENT AT TIME OF VOTING:

RESOLUTION DECLARED ADOPTED.

Chairperson, Philip Kuyers

County Clerk, Daniel Krueger

Certification

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on May 25, 2010, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 25th day of May, A.D., 2010.

County Clerk, Daniel Krueger

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Resolution to Approve the 2010 Millage Rate for E-911

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution to approve the 2010 Millage Rate for E-911 of .4400 mills.

SUMMARY OF REQUEST:

TRUTH IN TAXATION HEARING NOT NECESSARY THIS YEAR (June Hagan)

Truth in Taxation information from the Guide to Michigan County Government, Fourth Edition, by Kenneth VerBurg

The so-called "truth in taxation" law adds a possible rollback to the annual tax rate to eliminate extra revenue to a government as a result of inflationary increases in property values greater than the rate of the Consumers Price Index. A taxing unit may not generate more revenue than it generated in the prior year unless it holds a Truth in Taxation public hearing. The County must also include the estimate of revenues that it will receive from the state liquor and hotel tax in their estimate of revenue for the current year. Historically, the County has held the Truth in Taxation hearings each year indicating that the County would collect more revenue than in the prior year even though the County did not increase the millage rate. This year, the tax revenue and revenue from the liquor and hotel tax will not exceed the amount of revenue received in 2009. Therefore, the County is not required to hold a public hearing prior to the Board approval of the millage resolution (no increase at 3.6 mills) for the July tax levy.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.05.19 09:22:01 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

**THE OTTAWA COUNTY CENTRAL DISPATCH AUTHORITY
ADMINISTRATIVE POLICY BOARD**

of the County of Ottawa

West Olive, Michigan

**RESOLUTION TO RECOMMEND THE OTTAWA COUNTY BOARD OF
COMMISSIONERS APPROVE THE MAXIMUM LEVY ALLOWED FOR THE 2010
TAX LEVY**

At a meeting of the Ottawa County Central Dispatch Authority Administrative Policy Board, Ottawa County, Michigan, held at 12101 Stanton, West Olive, said County on March 25, 2010 at 9:00 a.m. local time.

**PRESENT: Members- Dave Roesler, Jim Miedema, Jerry Felix,
Gordon Schrotenboer, Al Vanderberg**

ABSENT: Members- Steven Patrick, Patrick McGinnis, Soren Wolff

The following preamble and resolution were offered by Miedema and supported by Felix.

WHEREAS, August 8, 1989, the voters of Ottawa County authorized .5 mills for the operation and construction of the E-911 Central Dispatch Program; and

WHEREAS, August 5, 2008, the voters of Ottawa County authorized renewal of .4400 mills for the facilities, equipment and operation of the E-911 Central Dispatch Program; and

WHEREAS, the Ottawa County Central Dispatch Authority Administrative Policy Board has reviewed financial projections for 2011; and

WHEREAS, the Authority has approved the projections and understands that the maximum levy is required for the sound financial management of the Authority; and,

THEREFORE, BE IT RESOLVED, that the Ottawa County Central Dispatch Authority Administrative Policy Board recommends to the Ottawa County Board of Commissioners that it levies the maximum allowable millage for the 2010 tax levy.

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

**YEAS: Members- Dave Roesler, Jim Miedema, Jerry Felix,
Gordon Schrottenboer, Al Vanderberg**

NAYS: Members- None


ABSTAIN: Members- None

RESOLUTION DECLARED ADOPTED.

Certification

I, the undersigned, duly qualified Chairperson of the Central Dispatch Authority Administrative Policy Board of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Ottawa County Central Dispatch Authority Administrative Policy Board of Ottawa County, Michigan, at a meeting held on March 25, 2010, the original of which is on file in the offices of the OCCDA. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 25th day of March 2010.



**Gordon Schrottenboer
OCCDA Chair**

The Ottawa County Board of Commissioners

of the County of Ottawa

Grand Haven, Michigan

RESOLUTION TO APPROVE 2010 MILLAGE RATE FOR E-911

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Administrative Annex, Olive Township, Michigan in said County on May 25, 2010, at 1:30 p.m. local time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and supported by _____:

WHEREAS, the Ottawa County Central Dispatch Authority Policy Board has carefully examined the financial projections of the Ottawa County Central Dispatch Authority for the 2011 fiscal year, including estimated expenditures, estimated revenues, and the state taxable valuation of property located within Ottawa County and, determined that a levy of .4400 mills will be necessary for the sound management and operation of the Ottawa County Central Dispatch Authority; and

WHEREAS, the Ottawa County Board of Commissioners has complete authority to establish that a maximum of .4400 mills be levied for the operation of the Ottawa County Central Dispatch Authority in 2010 from within its authorized millage rate; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. For 2010 the total millage rate of .4400 mills shall be levied upon property located within Ottawa County for the operation of the Ottawa County Central Dispatch Authority.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS:
NAYS:
ABSTAIN:

ABSENT AT TIME OF VOTING:

RESOLUTION DECLARED ADOPTED.

Chairperson, Philip Kuyers

County Clerk, Daniel Krueger

Certification

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on May 25, 2010, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 25th day of May, A.D., 2010.

County Clerk, Daniel Krueger

**THE OTTAWA COUNTY CENTRAL DISPATCH AUTHORITY
ADMINISTRATIVE POLICY BOARD**

of the County of Ottawa

West Olive, Michigan

**RESOLUTION TO RECOMMEND THE OTTAWA COUNTY BOARD OF
COMMISSIONERS APPROVE THE MAXIMUM LEVY ALLOWED FOR THE 2010
TAX LEVY**

At a meeting of the Ottawa County Central Dispatch Authority Administrative Policy Board, Ottawa County, Michigan, held at 12101 Stanton, West Olive, said County on March 25, 2010 at 9:00 a.m. local time.

**PRESENT: Members- Dave Roesler, Jim Miedema, Jerry Felix,
Gordon Schrotenboer, Al Vanderberg**

ABSENT: Members- Steven Patrick, Patrick McGinnis, Soren Wolff

The following preamble and resolution were offered by Miedema and supported by Felix.

WHEREAS, August 8, 1989, the voters of Ottawa County authorized .5 mills for the operation and construction of the E-911 Central Dispatch Program; and

WHEREAS, August 5, 2008, the voters of Ottawa County authorized renewal of .4400 mills for the facilities, equipment and operation of the E-911 Central Dispatch Program; and

WHEREAS, the Ottawa County Central Dispatch Authority Administrative Policy Board has reviewed financial projections for 2011; and

WHEREAS, the Authority has approved the projections and understands that the maximum levy is required for the sound financial management of the Authority; and,

THEREFORE, BE IT RESOLVED, that the Ottawa County Central Dispatch Authority Administrative Policy Board recommends to the Ottawa County Board of Commissioners that it levies the maximum allowable millage for the 2010 tax levy.

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

**YEAS: Members- Dave Roesler, Jim Miedema, Jerry Felix,
Gordon Schrotenboer, Al Vanderberg**

NAYS: Members- None


ABSTAIN: Members- None

RESOLUTION DECLARED ADOPTED.

Certification

I, the undersigned, duly qualified Chairperson of the Central Dispatch Authority Administrative Policy Board of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Ottawa County Central Dispatch Authority Administrative Policy Board of Ottawa County, Michigan, at a meeting held on March 25, 2010, the original of which is on file in the offices of the OCCDA. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 25th day of March 2010.



**Gordon Schrotenboer
OCCDA Chair**

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Resolution to Approve the 2010 Millage Rate for Parks

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution to approve the 2010 Millage Rate for Parks of .3165 mills.

SUMMARY OF REQUEST:

TRUTH IN TAXATION HEARING NOT NECESSARY THIS YEAR (June Hagan)

Truth in Taxation information from the Guide to Michigan County Government, Fourth Edition, by Kenneth VerBurg

The so-called "truth in taxation" law adds a possible rollback to the annual tax rate to eliminate extra revenue to a government as a result of inflationary increases in property values greater than the rate of the Consumers Price Index. A taxing unit may not generate more revenue than it generated in the prior year unless it holds a Truth in Taxation public hearing. The County must also include the estimate of revenues that it will receive from the state liquor and hotel tax in their estimate of revenue for the current year. Historically, the County has held the Truth in Taxation hearings each year indicating that the County would collect more revenue than in the prior year even though the County did not increase the millage rate. This year, the tax revenue and revenue from the liquor and hotel tax will not exceed the amount of revenue received in 2009. Therefore, the County is not required to hold a public hearing prior to the Board approval of the millage resolution (no increase at 3.6 mills) for the July tax levy.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:17:41 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

The Ottawa County Board of Commissioners
of the County of Ottawa
Grand Haven, Michigan

RESOLUTION TO APPROVE 2010 MILLAGE RATE FOR PARKS

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Administrative Annex, Olive Township, Michigan in said County on May 25, 2010 at 1:30 p.m. local time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and supported by _____:

WHEREAS, the Ottawa County Board of Commissioners has carefully examined the financial projections of the Ottawa County Parks and Recreation Commission for the 2011 fiscal year, including estimated expenditures, estimated revenues, and the state taxable valuation of property located within Ottawa County and, determined that a total levy of .3165 mills on the 2010 valuation will be necessary for the sound management and operation of the Ottawa County Parks and Recreation; and

WHEREAS, the Ottawa County Board of Commissioners has complete authority to establish that a maximum of .3165 mills be levied for park expansion, development and maintenance purposes in 2011 from within its authorized millage rate; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. For 2010 the total millage rate of .3165 mills shall be levied upon property located within Ottawa County for Park expansion, development and maintenance purposes.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS:

NAYS:

ABSTAIN:

ABSENT AT TIME OF VOTING:

RESOLUTION DECLARED ADOPTED.

Chairperson, Philip Kuyers

County Clerk, Daniel Krueger

Certification

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on May 25, 2010, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 25th day of May, A.D., 2010.

County Clerk, Daniel Krueger

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Three (3) Year Dog License Resolution

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution and recommendation for implementation of dog license issuance on a one (1) year and three (3) year licensing format and fee increases effective January 1, 2011.

SUMMARY OF REQUEST:

Believing it will provide the above identified benefits to both the County government and dog owners within the County; the County Treasurer is recommending that we move to a Rolling Calendar and issue dog licenses on a 1-year & 3-year licensing format. Additionally since it has been at least 10 years since the license fees have been raised it is also recommended that we implement license fee increases at the same time that we change license purchase dates.

Proposed License Fee Changes:

Single Year License
Male/Female \$25
Neutered/Spayed \$10

Three Year License Cost
Male/Female \$70
Neutered/Spayed \$25

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #1-6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:19:12 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2010 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the Ottawa County Board of Commissioners is authorized by MCL 46.11(p) to manage the business affairs of Ottawa County government; and,

WHEREAS, pursuant to the provisions of the Dog Law of 1919, Act 339 of the Public Acts of 1919, MCL 287.261 et seq., all dogs in Michigan over the age of six (6) months are to be licensed, with said licenses issued by the county treasurer; and,

WHEREAS, under the provisions of Section 6(3)(f) of the Dog Law of 1919, MCL 287.266(3)(f), with the written approval of the county treasurer, a county board of commissioners may adopt a three (3) year licensing program for dogs; and,

WHEREAS, Bradley J. Slagh, the Ottawa County Treasurer, has asked that the Ottawa County Board of Commissioners adopt a three (3) year dog licensing program, and authorize other changes to the administration of the dog licensing program within Ottawa County, as more fully set forth in Exhibit "A" hereto;

NOW THEREFORE BE IT RESOLVED:

1. That dog licenses shall no longer be sold through local units of government, unless the treasurer of such local unit annually sets forth, in writing, the desire of the local unit to continue selling dog licenses. Otherwise, dog licenses may only be available for purchase within Ottawa County:

- (a) Through the offices of the Ottawa County Treasurer;
- (b) At the office of the Lakeshore Humane Society, or at such other contractor lawfully authorized by the Ottawa County Treasurer to provide such services;
- (c) At the office of a fully qualified and licensed doctor of veterinary medicine practicing within Ottawa County.

2. As provided for by Section 6(3)(f) of the Dog Law of 1919, MCL 287.2666(3)(f), dog owners within Ottawa County shall apply for a license by the following, at the owner's option:

- (i) The last day of the month of the dog's current rabies vaccination every year.
- (ii) The last day of the month of the dog's current rabies vaccination, every third year.

3. The conversion of Ottawa County to a multi-year option for dog licensing shall occur according to the following provisions and schedule: _____

_____.

4. Effective on January 1, 2011, the fees for dog licenses in Ottawa County shall

be:

<u>Single Year License</u>		<u>Three Year License Cost</u>	
Male/Female	\$25	Male/Female	\$70
Neutered/Spayed	\$10	Neutered/Spayed	\$25

BE IT FURTHER RESOLVED, that the policies and procedures set forth in this Resolution shall become effective within Ottawa County on January 1, 2011; and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed, effective at midnight on December 31, 2010.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED:

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

EXHIBIT "A"

Three (3) Year Dog License Recommendation

Background:

The Dog License Law of 1919 established that all Michigan dogs over the age of 6 months would be licensed, and that these licenses are to be issued and tracked by the County Treasurer. The cost of the license fee is set through the County budget process while the term of the license (one or three years) can be set by resolution of the County Board (MCL286.266) in agreement with the County Treasurer.

Currently licenses are offered in the default mode, as a single year only, renewable by March 1st of each year. Because of the volume of licenses, we have traditionally contracted out a single-drop mailing of the annual renewal notices. Annual license sales run for three months (December thru February) and they are available at the County Treasurer's office, each local unit Treasurer's office and the Humane Society. The basic costs for the one-year license (for the past 15 years) are: \$6 for a dog that is spayed/neutered or \$15 for female/male dogs. Beginning March 1 dog licenses are delinquent; fees are doubled and offered only through the County Treasurer or the Humane Society.

Many of the local units of government have asked through the years if there was a way for them not to have to sell the licenses, as it creates additional settlement requirements and extra work for them. At the Ottawa County Treasurers Association meeting, in November 2009, we specifically asked the entire group during our discussion time if they would see a problem with licenses no longer being offered at the local unit and their overwhelming response was take it away.

Knowing that changing to a three-year license could affect operations for the Animal Control Officers we met with the management of the County Sheriff's office to determine any concerns that they might have about this potential change. It was determined that the changes would have minimal impact and that they were in favor of us proceeding. We also determined that having better access to the Dog Licensing information from their vehicles would benefit the officers in the field, and provide better service to the residents of the County. (This request was submitted to the IT Department in December 2009 and is being worked on.)

The number of dog licenses sold in Ottawa County continues a steady annual decline from the high of 20,180 in 2005 to only 18,719 in 2009. We believe that more licenses would potentially be purchased if the renewal date were to correspond with the rabies vaccination date, and if it were based on the same three (3) year term. This becomes even more realistic if the veterinarians would become an outlet for selling dog licenses in conjunction with administering rabies shots.

Proposed Licensing Option:

MCL 287.266 provides five additional options for dispensing dog licenses beyond our current method. From these the Treasurer's choice would be MCL 287.266 (3) (f) which permits the dog owner to apply for a single year or three year license prior to the last day of the month of the current rabies vaccination end date. This effectively creates a rolling calendar of license

expirations, where each month there would be renewing dog licenses. This rolling calendar would enable the County Treasurer’s Office to eliminate the vendor mailing of license renewals, doing it in-house instead, and will level the number of licenses coming in throughout the year.

- Potential 3-year pricing (derived from our current license fees).

<u>Single Year License</u>		<u>Three Year License Cost</u>	
Male/Female	\$15	Male/Female	\$42
Neutered/Spayed	\$6	Neutered/Spayed	\$15

- 3-year pricing with Proposed License Fee Changes (as part of Maximus Cost Study):

<u>Single Year License</u>		<u>Three Year License Cost</u>	
Male/Female	\$25	Male/Female	\$70
Neutered/Spayed	\$10	Neutered/Spayed	\$25

Expected Billing Cost/Savings:

Costs to send out monthly bill (Est.)	\$ - 5,111
Reduce cost from annual billing	<u>\$ + 8,474</u>
Total Billing Savings	\$ + 3,363

License sale reimbursements

Veterinarian sales reimbursement (est.)	\$ - 3,061
Local Units not selling (est.)	<u>\$ + 2,500</u>
Total sales costs	\$ - 561

Expected Revenue Increase:

First year bump from 3-year license \$+ 66,000
 (Assuming 1/3 purchase 3-year license @ existing license fee structure)

Potential Total Fee Increase from rate change

First year bump from 3-year license \$115,800

Benefits Recap of Three-Year Licenses:

Each three-year license sold reduces the aggregate annual labor for issuing licenses
 Rolling calendar (based on rabies vaccination date) allows for leveling out of workflow on an annual basis in the Treasurer’s Office.

Rolling calendar (based on rabies vaccination date) allows for manual mailing of monthly licenses from the Treasurer’s Office rather than service contract to provide single mailing thereby reducing the cost. Estimate reduction of \$3,363

County should experience a single bump in revenue received as the first wave of 3-year licenses are sold.

Possible elimination of dog license sales at the local units of Government, unless they desire to keep it. (Holland City will most likely want to keep issuing them as they have their own animal control officers.)

Many dog owners have been requesting the convenience of a 3-year license and this will allow us to meet their desires.

Dog owners selecting a 3-year license would receive a cost reduction larger than \$1.00 per year. Potential exists to have the Veterinarians offer an expanded service to customers by selling dog licenses at the same time animals come in for rabies vaccination.

Dog owners could have “one stop shopping” for licenses along with other needs at the veterinarians’ office (Do not have to remember to do it later.)

Pay the veterinarians \$.50 per license sold – providing them some revenue for the service

Concerns Recap of Three-Year Licenses:

Residents will no longer obtain licenses from their local unit of government (LUG). (Unless LUG decides to opt in to selling them.)

Requires new monthly mailing and sales procedures in the County Treasurer’s Office

Would require additional settlement time and efforts in the County Treasurer’s Office if many veterinarians began selling licenses

May limit the number of licenses sold on-line if the veterinarians begin to sell licenses

Pay the veterinarians \$.50 per license sold – Lost revenue is expected to be greater than current expense with LUG

Recommendation:

Believing it will provide the above identified benefits to both the County government and dog owners within the County; the County Treasurer is recommending that we move to a Rolling Calendar and issue dog licenses on a 1-year & 3-year licensing format. Additionally since it has been at least 10 years since the license fees have been raised it is also recommended that we implement license fee increases at the same time that we change license purchase dates.

Proposed License Fee Changes:

<u>Single Year License</u>	
Male/Female	\$25
Neutered/Spayed	\$10

<u>Three Year License Cost</u>	
Male/Female	\$70
Neutered/Spayed	\$25

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: Resolution to move to a Defined Contribution Pension Plan

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution and recommendations to move from a Defined Benefit Pension Plan to a Defined Contribution Pension Plan.

SUMMARY OF REQUEST:

The report on Defined Benefit/Defined Contribution Plans was presented to the Board of Commissioners at the November 24, 2009 Work Session. The resolution recommends the change to a Defined Contribution Pension Plan for newly hired employees as a means of cost savings and to control legacy costs when it is determined fiscally appropriate.

FINANCIAL INFORMATION:

Total Cost: \$0 County Cost: \$0 Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #1

Objective: #3

ADMINISTRATION RECOMMENDATION:

Recommended Not Recommended

County Administrator: Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:20:13 -0400

Committee/Governing/Advisory Board Approval Date:
Finance and Administration Committee 5/18/2010

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2010 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the Ottawa County Board of Commissioners has, from time-to-time, considered the possibility of moving from a Defined Benefit Pension Plan to a Defined Contribution Pension Plan for all “newly-hired employees” of Ottawa County, a change which could involve significant cost savings for the County and which could also permit employees to obtain the benefits of investing in the free market with their pension funds; and,

WHEREAS, a move to a Defined Contribution Pension Plan, under the appropriate economic conditions, would be consistent with Goal I, Objective 3 of the Ottawa County Strategic Plan, which is to identify and develop a means of funding legacy costs; and

WHEREAS, the ultimate decision to move to a Defined Contribution Pension Plan for all newly-hired employees of Ottawa County must be based upon a determination that national, state, and local economic conditions justify such a move from a fiscal standpoint; and,

WHEREAS, the occurrence of several economic indicators within the national, state, and local economies would suggest that the timing is appropriate for the Board of Commissioners to adopt a Defined Contribution Pension Plan for all newly-hired employees of Ottawa County, at such date as may be determined by the Board;

NOW THEREFORE BE IT RESOLVED that it is the present intention of the Ottawa County Board of Commissioners to establish a defined contribution pension plan for all newly-hired employees of Ottawa County, upon a determination based on a comprehensive evaluation being made by the Board that the following national, state and local economic indicators show sufficient improvement to recommend the fiscal appropriateness of such a change:

1. A sufficient improvement in the funding levels and market values of the current MERS Defined Benefit Pension Plan to allow for the transition to a defined contribution pension plan.

2. The restoration or resolution by the State of Michigan of the status of revenue sharing funding with Ottawa County, as provided for in MCL 141.911.

3. Sufficient improvements in the property tax base of Ottawa County so as to allow the Board of Commissioners to both adequately fund the up-front costs of the transition to a Defined Contribution Pension Plan and to continue to meet the then-current, ongoing needs of Ottawa County government.

4. A trend of consecutive fiscal years with an operating surplus in Ottawa County's general fund;

and,

BE IT FURTHER RESOLVED, that the Ottawa County Administrator shall continue to monitor these key indicators, and such other factors as may be important to the decision of the Board of Commissioners to make a transition to a Defined Contribution Pension Plan for all newly-hired employees of Ottawa County, and shall, not less than annually, provide a report and recommendation to the Board; and,

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

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED:

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Ottawa County Road Commission

Submitted By: June Hagan

Agenda Item: Bond Resolution: Holland Township

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution authorizing amending the refunding Bond Resolution for Holland Township adopted by the Board of Commissioners on April 27, 2010 to provide for a Qualified Tax Exempt Obligation designation.

SUMMARY OF REQUEST:

This resolution changes the Holland Township refunding bonds to “qualified tax exempt obligations” which will put the county in a position to realize the lowest possible interest rates at the time of pricing.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:22:16 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

Ottawa County Road Commission

14110 Lakeshore Drive
P.O. Box 739
GRAND HAVEN, MI 49417
Phone (616) 842-5400 Fax (616) 850-7237

MEMORANDUM

To: Ottawa County Board of Commissioners
From: Kenneth L. Zarzecki, P.E., Director of Utilities
Date: May 10, 2010
Subject: **County of Ottawa, Holland Township Refunding Bonds**

On April 27, 2010, the Board of Commissioners approved the Refunding Bond Resolution for Holland Township. Enclosed is an amendment to the Bond Resolution that will designate the Refunding Bonds as QUALIFIED TAX EXEMPT OBLIGATIONS. This will enable the County to be in a position to realize the lowest possible interest rate at the time of pricing.

I would like to present a resolution for this amendment at the May 18, 2010 meeting of the Finance & Administration Committee and at the May 25 meeting of the Board of Commissioners.

KLZ: pp

Enclosure

RE: RESOLUTION AMENDING RESOLUTION TO AUTHORIZE THE
ISSUANCE OF NOT TO EXCEED \$2,350,000 OTTAWA COUNTY 2010
REFUNDING BONDS (HOLLAND TOWNSHIP)

Submitted by Commissioner _____:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to a resolution (the “Bond Resolution”) adopted by the Board of Commissioners of the County of Ottawa (the “County”) on April 27, 2010, the Board of Commissioners authorized the issuance of the County’s Ottawa County 2010 Refunding Bonds (Holland Township) in the aggregate principal amount of not to exceed \$2,350,000 (the “Bonds”) for the purpose of refunding all or part of the County’s Ottawa County Water Supply and Refunding Bonds (Holland Township 1998); and

WHEREAS, it is necessary and in the best interests of the County to amend the Bond Resolution as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED:

1. AMENDMENT TO BOND RESOLUTION. The Bond Resolution is amended by adding thereto a new Section 21, which shall read as follows:

“21. QUALIFIED TAX EXEMPT OBLIGATIONS. The Bonds are hereby designated as Qualified Tax Exempt Obligations as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.”

2. RATIFICATION OF BOND RESOLUTION; CONFLICTING RESOLUTIONS.
The Bond Resolution, as amended herein, is ratified and confirmed. All other resolutions and parts of other resolutions insofar as they may be in conflict herewith are hereby rescinded.

AYES:

NAYS:

ABSENT:

RESOLUTION ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF OTTAWA)

I hereby certify that I am the County Clerk of the County of Ottawa, State of Michigan, and that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of said County at a regular meeting held on _____, 2010, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

County Clerk
County of Ottawa

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Reclassification of Family Services Coord. & Custody Field Investigator to Family Services Coord./Custody Investigator

SUGGESTED MOTION:

To approve the proposal from Friend of the Court to reclassify one (1.0) FTE Family Services Coordinator (paygrade F09) and two (2.0) FTE Custody Field Investigator positions (paygrade F09) to three (3.0) FTE Family Services Coordinator/Custody Investigator (F09) resulting in no change in the wage scale.

SUMMARY OF REQUEST:

Effective June 1, 2010 management would like to combine the job duties and responsibilities of these two positions and have the three employees in these positions conduct coordination conferences, custody diversions and full custody assessments. We believe this will provide a wider variety of work for these employees to perform and will help to make the custody process more efficient. Both positions are at the same pay grade (F09) and require the same education and experience.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source: Existing classifications in the FOC Budget.

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #1

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:24:02 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

COUNTY OF OTTAWA
2010 REGULAR FULL-TIME OR PART-TIME (BENEFITED) POSITION
REQUEST FORM

Please Print Form and Return to the Fiscal Services Department

POSITION TITLE: Family Services Coordinator/Custody Investigator

FUND/DEPARTMENT NUMBER: 2160.1410

CHECK ONE:

- Reclassification*
- New Position:** Number of hours per week requested: _____
- Expansion of Existing Hours:** From: _____ To: _____ per week

GENERAL INFORMATION:

1. Bargaining Unit:

Friend of the Court Association

2. Proposed Pay Grade:

F09

3. Briefly describe the functions of this position:

Conducts coordination conferences with parties upon the filing of a complaint for divorce or separate maintenance and drafts temporary orders for the Court regarding custody, parenting time and support. Upon Court order, conducts custody and parenting time assessments, drafts recommendations and presents in Court.

4. Describe the justification for this position (Provide supporting documentation if appropriate.)

Combining these two positions (Family Services Coordinator and Custody Investigator) will allow for greater efficiency of case flow management and office operations

5. Please identify the goals in the Board of Commissioners' Strategic Plan that this position will help to fulfill.

Goal #4: To continually improve the County's organization and services

6. Will the job functions of this position be for mandated or discretionary functions of the department?

Mandated functions

7. How will this position specifically impact the department's performance measurements and what process will be used to measure the outcomes?

Increase the number of custody assessments completed within the time frame prescribed by Michigan Court Rule. These statistics are recorded annually and are intrinsic to meeting the case flow management time guidelines set by SCAO

(If the position being requested does not have an existing job description, please attach a description of anticipated duties.)

COST INFORMATION:

ESTIMATED SALARY COST FOR THE BUDGET YEAR:

\$15,191.00

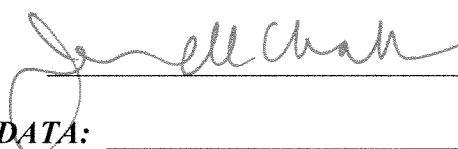
ESTIMATED FRINGE BENEFIT COSTS FOR THE BUDGET YEAR:

\$7,173.00

ESTIMATED COST OF EQUIPMENT NEEDED IN CONJUNCTION WITH POSITION:

(If equipment is required, please complete an equipment request form and indicate it is for a new position.)

SIGNED:



DATE:

5/6/10

BUDGET DATA:

Fiscal Services Department Use Only

CONTROL #:

Fiscal Services Department Use Only

EDWARD R. POST
CHIEF CIRCUIT JUDGE – TRIAL DIVISION

CALVIN L. BOSMAN
CIRCUIT JUDGE – TRIAL DIVISION

JON A. VAN ALLSBURG
CIRCUIT JUDGE – FAMILY DIVISION

JON HULSING
CIRCUIT JUDGE – FAMILY DIVISION

MARK A. FEYEN
CHIEF PROBATE JUDGE – FAMILY DIVISION

STATE OF MICHIGAN



TWENTIETH JUDICIAL CIRCUIT COURT
OTTAWA COUNTY
FRIEND OF THE COURT

JENNEL L. CHALLA
FRIEND OF THE COURT

THOMAS H. MILLER
ASSISTANT FRIEND OF THE COURT

SHERRY L. VANBEMMELEN
ASSISTANT FRIEND OF THE COURT

MEMO

To: Friend of the Court Employee Association
Kathy Winston – Association President

From: Jennell L. Challa

Date: May 10, 2010

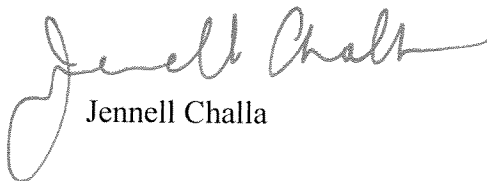
Re: Reclassification of Family Services Coordinator /Field Custody Investigator positions

Dear Kathy,

This memo is in regards to the reclassification of the Family Services Coordinator position and the Field Custody Investigator position. Effective June 1, 2010, management would like to combine the job duties and responsibilities of these two positions and have the three employees in these positions conduct coordination conferences, custody diversions and full custody assessments. We believe this will provide a wider variety of work for these employees to perform and will help to make the custody process more efficient. Both positions are at the same pay grade (F 09) and require the same education and experience. I have attached the new job description for this combined position.

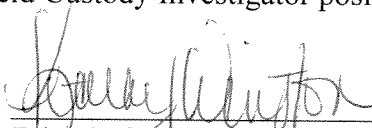
On behalf the Friend of the Court Employee Association, please indicate the association's approval of this reclassification by your signature below.

Sincerely,


Jennell Challa

The Friend of the Court Employee Association approves of the reclassification of the Family Services Coordinator /Field Custody Investigator positions effective June 1, 2010

Date: 5/10/2010



Friend of the Court Employee Association
By Association President – Kathy Winston

OTTAWA COUNTY

TITLE: FAMILY SERVICES COORDINATOR/
CUSTODY INVESTIGATOR
DEPARTMENT: FRIEND OF THE COURT

EMPLOYEE GROUP: FRIEND OF COURT
GRADE: F09
DATE: MAY 4, 2010

JOB SUMMARY: Under the supervision of the Assistant Friend of the Court for Field Services, reviews initial filings of actions for divorce and separate maintenance and schedules a “coordination conference” in each case. Provides client information on procedures and available services coordinates orientation for families and assesses special needs of client families. Conducts coordination conferences, prepares stipulated temporary orders or recommended interim orders for custody, support and parenting time; and collects information for case files. Upon court order, investigates FOC cases involving contested custody and parenting time issues regarding children. Develops recommendations with respect to custodial placement of child(ren) based on the child(ren)'s best interests and in accordance with the Child Custody Factors. Prepares and presents recommendations to the court. Refers clients to community resources and for psychological evaluations as appropriate.

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

1. Reviews initial filings of actions for divorce and separate maintenance and schedules a “coordination conference” in each case to address issues and complaints pending final entry of the Judgment.
2. Sends order for coordination conference and case information questionnaire to each party to a divorce or separate maintenance action.
3. Evaluates information from questionnaires, assesses special needs of families and provides appropriate referrals to community agencies..
4. May interview minor child(ren) to assess impact of custody changes or parenting time schedules and evaluate emotional, physical, and developmental needs of child.
5. Mediates issues with respect to custody, parenting time and support during the period of separation in order to maintain a reasonable level of family functioning and limit the adverse impact of the dissolution of the marriage on minor child(ren).
6. Prepares stipulated temporary orders reflecting parties’ agreement on custody, support and parenting time terms resulting from coordination conference.
7. Absent an agreement between the parties, recommends interim orders for custody, support and parenting time; notifies parties of their statutory rights to file objections and seek modification of the interim order within the specified objection period.
8. Explains rights and obligations, statutory requirements, court rules, available services, and procedures for working with the Office of the Friend of the Court.
9. Provides written information, web addresses, and other hardcopy and digital reference materials to clients.
10. Responds to client requests for information and explains the terms and conditions of court orders.
11. As requested, assists the Friend of the Court in establishing and cultivating working relationships with community resources and raising the profile of the Office of the Friend of the Court as a resource for at-risk families.
12. Conducts diversion conferences to mediate custody and parenting time disputes and prepares stipulated orders for the court in successfully mediated matters; presents recommendations to the court in cases in which mediation is unsuccessful.

13. Investigates FOC cases involving contested custody of children, requests to change or modify existing custody and parenting time orders, failure of the custodial parent to comply with the terms and conditions of the custody order, and/or failure of the custodial or non-custodial parent to comply with the terms and conditions of the parenting time provisions of the court order.
14. Evaluates information from questionnaires and assessment instruments administered to parents; conducts interviews with parents, children, other family members, neighbors, past and present employers, teachers and school administrators, and community resources; driving and criminal records searches; and, subject to parent releases, physical and mental health care providers.
15. Performs site visits to observe parents and children in the home, assess the emotional stability of the environment, and evaluate the safety and security of the residence.
16. May request that the court order psychological or psychiatric assessment and evaluation for one or both parties to custody and parenting time disputes.
17. Applies the child custody factors as set forth in the Child Custody Act.
18. Prepares reports of findings of facts and presents recommendations to the Court on custody and parenting time issues.
19. May recommend conditions for parenting time by non-custodial parent, including supervision requirements, as necessary to ensure the well-being of the child(ren).
20. Recommends third-party custody of the child(ren) where neither parent is deemed to be capable of providing a safe, secure and emotionally stable environment.
21. May perform other functions as necessary to protect the interests and welfare of minor children in domestic relations adjudications.

CONTACTS: This position has frequent contact with:

1. Staff throughout the Office of the Friend of the Court.
2. The Prosecutor's Office.
3. Attorneys.
4. Judges/Referees.
5. Parents and children.
6. Psychologists and social workers.
7. Physicians and other medical practitioners.
8. Department of Human Services.
9. Child Protective Services.
10. Law enforcement agencies.
11. Employers.
12. Teachers and school administrators.
13. Members of the general public.

REQUIRED KNOWLEDGE AND SKILLS:

1. Thorough working knowledge of family and domestic relations law.
2. Thorough working knowledge of Michigan Friend of the Court Act (PA 294 of 1982), Michigan Child Custody Act (PA 91 Of 1970), and the child custody factors defined by the “Best interests of the child” provision thereof (MCL Sec.722.23).
3. Thorough working knowledge of the Michigan Court Rules and State Court Administrative Office rules, regulations and requirements.
4. Thorough working knowledge of case management practices and principles.
5. Thorough working knowledge of sociology, child development and family dynamics. Ability to recognize signs and understand the dynamics of domestic violence.
6. Thorough working knowledge social psychology.
7. Thorough working knowledge of psychological assessment techniques and practices and ability to evaluate result of assessment instruments.
8. Thorough working knowledge of the practices and principles of mediation and alternative dispute resolution.
9. Computer literacy and familiarity with word-processing, spreadsheet, database management and other applications software.
10. Knowledge of public and private community resources available to clients.
11. Excellent interpersonal and human relations skills.
12. Excellent oral and written communication skills.
13. Ability to interact positively and objectively with custodial and non-custodial parents, Child Protective Services representatives, prosecutors, attorneys, judges, law enforcement officers, officers of the court, mental health practitioners, contractual investigators and members of the general public from a wide range of cultural and socio-economic backgrounds and with varying levels of interpersonal communications skills.

NOTE: Oral and written fluency in Spanish or another language commonly spoken by one or more demographic groups represented in the population preferred.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Master’s degree from an accredited college or university in social work, sociology, psychology, counseling or other relevant field combined with two (2) years of progressively responsible experience in case management, protective services, or custody field investigation; or an equivalent combination of education and experience

LICENSES AND CERTIFICATIONS:

Must complete Domestic Relations Mediation Training specified in Friend of the Court Act MCL 552.513 and MCR 3.216 within twenty-four (24) months of the date of hire.

PHYSICAL REQUIREMENTS:

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

WORKING CONDITIONS:

Work is performed in a normal office environment and in the courtroom. Home visits and adjudication of child custody matters involves some risk from unpredictable behavior of emotionally distraught or aggressive parties.

Friend of the Court CBA
Paygrade 09
May 4, 2010

DRAFT

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Reclassification of Economic Development Specialist to Economic Development Coordinator

SUGGESTED MOTION:

To approve the proposal from the Planning & Performance Improvement Department to reclassify one (1.0) FTE Economic Development Specialist (Group T/paygrade 14) to a one (1.0) FTE Economic Development Coordinator (Unclassified/paygrade 06) at a cost of \$14,577.00. Funding to come from the vacant position savings in the 2010 department budget.

SUMMARY OF REQUEST:

This is an existing position in the Planning and Performance Improvement Department. This request is to upgrade the classification in order to attract qualified applicants. The position has been reposted several times since August, 2009. After four rounds of interviews, the position is still vacant as no candidates have met the qualifications. A few qualified applicants have expressed their desire to apply for the position, however they have not done so due to the salary limitations. The 2010 budget has available funding to cover the increased cost due to the vacant position. This will be an increased cost in the 2011 budget.

FINANCIAL INFORMATION:

Total Cost: \$14,577.00 | County Cost: \$14,577.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #2

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 12:11:10 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

COUNTY OF OTTAWA
2010 REGULAR FULL-TIME OR PART-TIME (BENEFITED) POSITION
REQUEST FORM

Please Print Form and Return to the Fiscal Services Department

POSITION TITLE: Economic Development Coordinator
FUND/DEPARTMENT NUMBER: 1010-7211

CHECK ONE: New Position: Number of hours per week requested: 40
 Expansion of Existing Hours: From: _____ To: _____ per week
 Reclassification

GENERAL INFORMATION:

1. Bargaining Unit:

2. Proposed Pay Grade:

3. Briefly describe the functions of this position:
The Economic Development Coordinator provides oversight for all economic development initiatives undertaken by the County of Ottawa. The initiatives that will be undertaken first, include, but are not limited to, developing a countywide Economic Development Plan, administering the County Brownfield Redevelopment Authority (BRA), developing an Agricultural Business Incubator, and establishing a Revolving Loan Fund (RLF).
4. Describe the justification for this position (Provide supporting documentation if appropriate.)
This is an existing position in the Planning and Performance Improvement Department. This request is to upgrade the classification in order to attract qualified applicants. The position has been reposted several times since August, 2009. After four rounds of interviews, the position is still vacant as no candidates have met the qualifications. A few qualified applicants have expressed their desire to apply for the position, however they have not done so due to the salary limitations.
5. Please identify the goals in the Board of Commissioners' Strategic Plan that this position will help to fulfill.
In accordance with Goal 4, Objective 2, which states, "Consider opportunities to improve economic development in the region."
6. Will the job functions of this position be for mandated or discretionary functions of the department?
Discretionary.
7. How will this position specifically impact the department's performance measurements and what process will be used to measure the outcomes?
Specific performance measures have been developed for this position. The output measures include, but are not limited to, the following: Completion of an agricultural business incubator feasibility study; Implementation of an agricultural business incubator; Completion of a coordinated economic development plan; Secure grant funding to conduct a brownfield site inventory; and Completion of county brownfield site inventory. The primary long term outcome-based measure will be the cost-effectiveness (total wages of jobs created/retained and taxes paid compared to economic development administrative and operational cost). The process that will be used to measure the outcomes will be comprised of developing a strategic outline which specifies the goals, objectives, program components, and output/outcome based measures for the position.

(If the position being requested does not have an existing job description, please attach a description of anticipated duties.)

COST INFORMATION:

ESTIMATED SALARY COST FOR THE BUDGET YEAR:

ESTIMATED FRINGE BENEFIT COSTS FOR THE BUDGET YEAR:

ESTIMATED COST OF EQUIPMENT NEEDED IN CONJUNCTION WITH POSITION:
(If equipment is required, please complete an equipment request form and indicate it is for a new position.)

SIGNED:  DATE: 5-10-10

BUDGET DATA: _____
Fiscal Services Department Use Only

CONTROL #: _____
Fiscal Services Department Use Only

County of Ottawa
 Planning & Performance
 2010 Estimated Personnel Costs

Employee Name	Union code	W/C code	FTE	Salaries Permanent	FICA	Hospitalization	OPEB	Life	Retirement 457 Match	Dental	W/C	Longevity	Unemployment	Optical	Disability	Total Fringes	Total Salaries & Fringes	
Group T - Paygrade 14F	12	8810	1.0000	\$54,699	\$4,184	\$12,500	\$499	\$121	\$4,814	\$0	\$708	\$13	\$0	\$44	\$224	\$23,280	\$77,979	
Unclassified - Paygrade 6F	14	8810	1.0000	\$63,557	\$4,862	\$12,500	\$499	\$212	\$9,718	\$0	\$708	\$15	\$0	\$51	\$261	\$28,999	\$92,556	
			2.0000	\$118,256	\$9,046	\$25,000	\$998	\$333	\$14,532	\$0	\$1,416	\$28	\$0	\$95	\$485	\$52,279	\$170,535	
				7040.0000	7150.0000	7160.0000	7160.0020	7170.0000	7180.0000	7180.0010	7190.0000	7200.0000	7210.0000	7220.0000	7230.0000	7240.0000		

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Purchase of MERS (Michigan Municipal Employees Retirement System) Military Service Credits for Scott Bazany

SUGGESTED MOTION:

To approve the purchase of one (1) year, eleven (11) months of military service credits for Scott Bazany (Shift Supervisor, Ottawa County Juvenile Detention Center) for a total cost of \$25,983. The County cost of \$20,807.55 to be funded from contingency and \$5,175.45 to be paid by Scott Bazany.

County Cost: \$20,807.55

Employee Cost: 5,175.45

Total Cost: \$25,983.00

SUMMARY OF REQUEST:

Employees Eligible on or before January 1, 2009:

The Ottawa County Board of Commissioners will approve allowing the purchase of up to four (4) years for active duty military service which occurred prior to January 1, 1999, for eligible benefited employees of the County who have at least ten (10) years of credited service with MERS. Commissioners must have eight (8) years of credited service with MERS.

Eligible employees under this section will have up until January 1, 2014 (five years) to purchase eligible military service credits. Payment due from the employee prior to allowing the purchase is 5% of the last four quarters of earnings reported to MERS multiplied by the years and months to be credited.

FINANCIAL INFORMATION:

Total Cost: \$25,983.00 | County Cost: \$20,807.55 | Included in Budget: Yes | No

If not included in budget, recommended funding source: General Fund Balance & Employee

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:28:40 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010



Municipal Employees' Retirement System of Michigan

1134 Municipal Way, Lansing, Michigan 48917

Phone (517) 703-9030 - (800) 767-6377 - Fax (517) 327-8336 - Website: www.mersofmich.com

APPLICATION FOR ADDITIONAL CREDITED SERVICE

Member Certification and Governing Body Resolution

MEMBER

Name: Scott Bazany
SSN: XXX-XX-5083
DOB: 12/8/1962
Age: 47 years, 3 months

CALCULATION DATE - 4/1/2010

(Estimate Not Valid After 2 Months)

EMPLOYER

Name: Ottawa Co
Number/Div: 7003 / 10

BENEFIT PROGRAMS

Benefit B-4 (80% max)
Benefit F55 (With 25 Years of Service)
Benefit FAC-5 (5 Year Final Average Compensation)
10 Year Vesting
E2 COLA Benefit

ESTIMATED FAC ON CALCULATION DATE: \$53,597.08

CREDITED SERVICE

Member's Service Credit as of Calculation Date:

22 years, 4 months

Type of Credited Service to be Granted:

Generic

Amount of Credited Service to be Granted:

1 year, 11 months

Total Estimated Actuarial Cost of Additional Credited Service:

\$25,983.00 [Payment Options on Reverse]

BENEFIT CALCULATION ASSUMPTIONS

- 1. It is assumed that the Member will continue working until the earliest date for unreduced retirement benefits.
2. The Member's Final Average Compensation (FAC) is projected to increase 4.5% annually from the date of purchase to the date of retirement.
3. The Plan's Investment Return is projected to be 8% annually.

NOTE: Special Information regarding the calculation of the cost of this Service Credit Purchase is on page 2 of this report.

THE ADDITIONAL CREDITED SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES:

Table with 7 columns: Retirement Date, Age, Service Through, Total Service, FAC, Annual Benefit. Rows: Before Purchase, After Purchase.

Note: MERS is not responsible for any Member or Employer supplied information, or any losses which may result if actual experience differs from actuarial assumptions.

MEMBER CERTIFICATION

I certify that the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify that the service has not and will not be recognized for the purpose of obtaining or increasing a pension under another defined benefit retirement plan.

Handwritten signature of Scott Bazany over a line labeled 'Signature of Member'

Handwritten date 4-26-10 over a line labeled 'Date'

GOVERNING BODY RESOLUTION

As provided by the MERS Plan Document, and in accordance with the Employer's policy there under, the additional credited service described above is hereby granted this Member by Resolution of the Governing Body of _____, at its meeting on _____. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board.

Signature of Authorized Official

Date

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Purchase of MERS (Michigan Municipal Employees Retirement System) Generic Service Credits for William T. Cousins IV

SUGGESTED MOTION:

To approve the purchase of five (5) years of MERS generic service credit at a cost of \$71,826 for William T. Cousins IV, Road Patrol Deputy, Ottawa County Sheriff's Office (total cost to be paid by William T. Cousins IV).

Total Cost \$71,826
Employer Cost \$0
Employee Cost \$71,826

SUMMARY OF REQUEST:

The MERS plan document allows for the purchase of up to five (5) years of generic service credits by an employee. The employee is responsible for the total cost of the purchase of generic service credits.

FINANCIAL INFORMATION:

Total Cost: \$0.00 County Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source: Employee

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #6

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:30:25 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

**APPLICATION FOR ADDITIONAL CREDITED SERVICE
Member Certification and Governing Body Resolution**

MEMBER

Name: William T Cousins IV
 SSN: XXX-XX-3903
 DOB: 6/20/1972
 Age: 37 years, 9 months

CALCULATION DATE - 4/1/2010

(Estimate Not Valid After 2 Months)

EMPLOYER

Name: Ottawa Co
 Number/Div: 7003 / 21

BENEFIT PROGRAMS

Benefit B-4 (80% max)
 Benefit F50 (With 25 Years of Service)
 Benefit FAC-5 (5 Year Final Average Compensation)
 10 Year Vesting
 E2 COLA Benefit

ESTIMATED FAC ON CALCULATION DATE: \$61,614.84**CREDITED SERVICE**

Member's Service Credit as of Calculation Date: 13 years, 3 months
 Type of Credited Service to be Granted: Generic
 Amount of Credited Service to be Granted: 5 years, 0 months
Total Estimated Actuarial Cost of Additional Credited Service: **\$71,826.00** [Payment Options on Reverse]

BENEFIT CALCULATION ASSUMPTIONS

1. It is assumed that the Member will continue working until the earliest date for unreduced retirement benefits. If the Member terminates prior to becoming eligible for unreduced benefits, the Employer understands and accepts that the actuarial cost will be different from the actuarial cost shown above.
2. The Member's Final Average Compensation (FAC) is projected to increase 4.5% annually from the date of purchase to the date of retirement.
3. The Plan's Investment Return is projected to be 8% annually.

THE ADDITIONAL CREDITED SERVICE IS PROJECTED TO RESULT IN THE FOLLOWING CHANGES:

	Retirement Date	Age	Service Through	Total Service	FAC	Annual Benefit
Before Purchase	7/1/2022	50 yrs., 0 mths.	6/30/2022	25 yrs., 6 mths.	\$105,647.66	\$67,350.36
After Purchase	7/1/2022	50 yrs., 0 mths.	6/30/2022	30 yrs., 6 mths.	\$105,647.66	\$80,556.36

Note: MERS is not responsible for any Member or Employer supplied information, or any losses which may result if actual experience differs from actuarial assumptions. The Member and Employer are responsible for reviewing the information contained herein for accuracy, and assuming the risk that actual experience results in liability different than that estimated.

MEMBER CERTIFICATION

I certify that the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify that the service has not and will not be recognized for the purpose of obtaining or increasing a pension under another defined benefit retirement plan.


 Signature of Member

4-13-10
 Date

GOVERNING BODY RESOLUTION

As provided by the MERS Plan Document, and in accordance with the Employer's policy there under, the additional credited service described above is hereby granted this Member by Resolution of the Governing Body of _____, at its meeting on _____. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actual experience will affect the true cost of the additional service. For example, changes in benefit programs through adoption or transfer of the affected employee to a division with 'better' benefits; increases in wages other than 4.5% per year; and changes to the anticipated date of termination, will affect the actual cost of the additional service (increase or decrease). Thus, actual future events and experience may result in changes different than those assumed, and liability different than that estimated. The Employer understands and agrees that it is accountable for any difference between estimated and actual costs.

 Signature of Authorized Official

 Date

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Administrator's Office

Submitted By: Keith Van Beek

Agenda Item: EECBG Local Government Grant Awards

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution regarding the distribution of \$343,012 in grant funding for local units of government in Ottawa County.

SUMMARY OF REQUEST:

As part of the EECBG (Energy Efficiency and Conservation Block Grant) program local governments were eligible to receive energy audits and submit projects for grant funding to implement recommended retrofits.

Exhibit A is attached which outlines the recommended award amounts for participating local units of government, and the resulting energy savings from those awards.

FINANCIAL INFORMATION:

Total Cost: \$343,012.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source: Grant

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:32:06 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010



County of Ottawa Memorandum

DATE: May 12, 2010
TO: Chair Swartout and the Finance and Administration Committee
FROM: Keith Van Beek, Assistant County Administrator
SUBJECT: EECBG Local Government Grant Awards

Action Requested: Approve the resolution awarding grant amounts to local units of government to retrofit municipal facilities under the Energy Efficiency and Conservation Block Grant (EECBG) program.

Background: The Energy Efficiency and Conservation Block Grant (EECBG) program is funded through the American Recovery and Reinvestment Act of 2009. Specifically, Ottawa County qualified for \$2,052,800 in direct formula grants to assist eligible entities in creating and implementing strategies to reduce fossil fuel emissions, reduce the total energy use of eligible entities and to improve the energy efficiency in the building, transportation and other appropriate sectors.

As part of our County grant submittal, money was set aside to provide energy audits for participating local units of government. Additionally, funding in the amount of nearly \$360,000 was reserved so that those local units of government could implement recommended projects resulting from the energy audits. We were pleased that twenty-two (22) local units participated in this program and submitted requests for grant funding. The funding was made available in two portions; one half made available based upon population and the other half being a competitive process based upon energy savings and matched dollar amounts.

Program Findings: We received a total of nearly \$800,000 in projects, requesting just over \$700,000 in grant money. The energy savings reflected in all of these projects was projected to have saved \$84,104 per year, which would have resulted in a 9.5 year return on the investment. US Energy Engineers, the firm that conducted the energy audits, provided County staff with details on each project, including the anticipated cost and resulting energy savings. This was used, in addition to consultation with the local units, to determine the best allocation of funding available.

Because the majority of the projects have not been put out to bid, the final actual cost of projects is yet to be determined. In addition, this federal program has several requirements dealing with “Buy American” provisions, the Davis-Bacon Act, and specific requirements to dispose of materials in an environmentally safe fashion. The recommendation will be to award an amount less than the projected total, with the ability to add projects back into the program if and when bids have been secured and the amount of grant funding can be finalized.

The attached spreadsheet (Exhibit A) outlines the recommended projects and funding amounts for each involved local unit of government. The total amount of grant funding totals \$343,012, which is supplemented by \$23,824 in money from local units. The projected yearly energy savings for these projects is \$70,256, which demonstrates a 5.22 year return on the investment.

Next Steps: Upon adoption of the award amounts by the Finance and Administration Committee and subsequently the Board of Commissioners on May 25, local units will be notified of their award amount. The contractual responsibility for this grant award is between the US Department of Energy and Ottawa County, and comes with several grant requirements partially outlined above. County staff will hold a meeting to explain these requirements to local units, and require them to execute a contract that outlines their responsibilities in using the grant money in accordance with federal requirements.

Please contact me at (616) 738-4642 with any questions or concerns regarding this matter.

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2010 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the County of Ottawa qualified for an Energy Efficiency and Conservation Block Grant (EECBG) from the United States Department of Energy, funded through the American Recovery and Reinvestment Act of 2009, in the amount of \$2,052,800, which award has been accepted by the Ottawa County Board of Commissioners (“the Grant Proposal”); and,

WHEREAS, as part of the Grant Proposal, approximately \$360,000 was set aside to implement specific recommendations based upon energy audits conducted at the facilities of participating units of local government within Ottawa County; and,

WHEREAS, twenty-two local units of government within Ottawa County participated in the energy audit program and submitted requests for implementation funding from the Grant Proposal; and,

WHEREAS, the Ottawa County Administrator has reviewed the various proposals from the participating local units of government, and recommends an initial distribution of implementation funding from the Grant Proposal in the amount of \$343,012, as set forth in Exhibit "A," hereto, with recommendations for the distribution of any remaining, unallocated funds to be made at a later date;

NOW THEREFORE BE IT RESOLVED that funding in the amount of \$343,012 from the approximately \$360,000 received by Ottawa County from the Energy Efficiency and Conservation Block Grant (EECBG) to implement recommended projects resulting from the energy audits conducted for local units of government within Ottawa County shall be distributed among the twenty-two participating local units in the amounts and in accordance with the schedule set forth in Exhibit "A" hereto, with recommendations for any unallocated amounts to be made to the Ottawa County Board of Commissioners at a later date; and,

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

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED:

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

Exhibit A

Local Government Unit	Location	Project Description	Project Cost	Potential Savings/Year	Payback	Local Unit Amount	Award Amount
Allendale Charter Township	City Hall	Lighting	\$9,373	\$1,844	5.1	\$	\$ 9,373
	WWTP	Lighting	\$5,613	\$356	15.8	\$	\$ 5,613
Blendon Township			\$14,986	\$2,200	6.8	\$	\$ 14,986
	TWP Hall	Lighting	\$3,420	\$585	5.8	\$	\$ 3,420
	Fire Station #2	Lighting	\$4,250	\$225	18.9	\$	\$ 4,250
			\$7,670	\$810	9.5	\$	\$ 7,670
City of Zeeland	Library	Lighting (Basement)	\$1,059	\$27	38.7	\$	\$ 1,059
	Library	Lighting (1st Floor)	\$3,411	\$310	11.0	\$	\$ 3,411
	Library	Lighting (2nd Floor)	\$719	\$139	5.2	\$	\$ 719
City of Grand Haven	DPW	Lighting	\$5,189	\$476	10.9	\$	\$ 5,189
	DPW	HVAC	\$30,462	\$5,539	5.5	\$	\$ 22,847
Grand Haven Charter Township			\$29,536	\$12,842	2.3	\$	\$ 7,384
			\$59,998	\$18,381	3.3	\$	\$ 14,999
	13320 168th	Lighting	\$11,028	\$1,051	10.5	\$	\$ 11,028
Holland Charter Township	13320 168th	Lighting	\$7,603	\$1,636	4.6	\$	\$ 7,603
	13320 168th	Lighting	\$4,551	\$389	11.7	\$	\$ 4,551
			\$23,182	\$3,076	7.5	\$	\$ 23,182
Holland Charter Township	Public Works	Lighting	\$18,898	\$8,492	2.2	\$	\$ 18,898
	TWP Offices	Lighting	\$18,796	\$3,673	5.1	\$	\$ 18,796
	Parks Bldg	Lighting	\$5,368	\$898	6.0	\$	\$ 5,368
Polkton Township		Lighting	\$43,062	\$13,063	3.3	\$	\$ 43,062
	TWP Offices	Lighting	\$9,076	\$944	9.6	\$	\$ 9,076
Wright Township			\$9,076	\$944	9.6	\$	\$ 9,076
	TWP Offices	Lighting	\$13,798	\$1,037	13.3	\$	\$ 13,798
Robinson Township			\$13,798	\$1,037	13.3	\$	\$ 13,798
	Township Hall	Building envelope	\$2,141	\$310	6.9	\$	\$ 2,141
Crockery Township	Fire station	Building envelope	\$5,496	\$1,340	4.1	\$	\$ 5,496
			\$7,637	\$1,650	4.6	\$	\$ 7,637
City of Ferrysburg	Township Hall	Lighting	\$4,676	\$465	10.1	\$	\$ 4,676
			\$4,676	\$465	10.1	\$	\$ 4,676
	Fire Barn	Lighting	\$4,224	\$363	11.6	\$	\$ 2,112
Port Sheldon Township	DPW	Lighting	\$6,546	\$2,835	2.3	\$	\$ 6,546
			\$10,770	\$3,198	3.4	\$	\$ 2,112
Port Sheldon Township	Township Hall	Lighting	\$3,478	\$228	15.3	\$	\$ 3,478
	Fire Station	Lighting	\$5,398	\$212	25.5	\$	\$ 5,398
	Fire Station	HVAC	\$500	\$94	5.3	\$	\$ 500
			\$9,376	\$534	17.6	\$	\$ 9,376

Local Government Unit	Location	Project Description	Project Cost	Potential Savings/Year	Payback	Local Unit Amount	Award Amount
City of Hudsonville	City Hall	Lighting	\$8,717	\$3,046	2.9	\$	\$ 8,717
	Library	Lighting	\$10,500	\$3,387	3.1	\$	\$ 10,500
			\$19,217	\$7,061	2.7	\$	\$ 19,217
Village of Spring Lake	Village Hall	Lighting	\$980	\$137	7.2	\$	\$ 980
	DPW	Lighting	\$4,300	\$646	6.7	\$	\$ 4,300
	Community Building	Lighting/Other	\$3,500	\$63	55.6	\$	\$ 1,750
City of Coopersville			\$8,780	\$846	10.4	\$	\$ 7,030
	DPW	Lighting	\$17,784	\$2,692	6.6	\$	\$ 16,006
			\$17,784	\$2,692	6.6	\$	\$ 16,006
Zeeland Charter Township	Fire Station 3	Lighting/Other	\$9,965	\$425	23.4	\$	\$ 9,965
			\$9,965	\$425	23.4	\$	\$ 9,965
	Police Dept	Lighting	\$13,245	\$2,334	5.7	\$	\$ 13,245
City of Holland	City Hall	Lighting	\$17,161	\$2,612	6.6	\$	\$ 17,161
	Parks & Cemetery	Lighting	\$6,370	\$910	7.0	\$	\$ 3,185
	Central Fire Station	Lighting	\$1,268	\$993	1.3	\$	\$ 1,268
	DeGraaf Nature Center	Lighting	\$1,127	\$302	3.7	\$	\$ 1,127
	Waverly Fire Station	Lighting	\$890	\$357	2.5	\$	\$ 890
			\$40,061	\$7,509	5.3	\$	\$ 36,876
	Township Hall	HVAC	\$18,000	\$1,200	15.0	\$	\$ 18,000
Spring Lake Township	Township Hall	Lighting	\$3,316	\$389	8.5	\$	\$ 3,316
	Fire Station #1	Lighting	\$5,087	\$1,347	3.8	\$	\$ 5,087
			\$26,403	\$2,936	9.0	\$	\$ 26,403
Chester Township	Township Hall	HVAC	\$900	\$251	3.6	\$	\$ 900
	Fire station	Lighting	\$2,031	\$37	54.9	\$	\$ 2,031
			\$2,931	\$288	10.2	\$	\$ 2,931
Park Township	Township Hall	Lighting	\$9,223	\$526	17.5	\$	\$ 9,223
	Community Center (North)	Lighting	\$5,744	\$475	12.1	\$	\$ 5,744
	Community Center (South)	Lighting	\$1,290	\$159	8.1	\$	\$ 1,290
	South fire Station	HVAC	\$1,800	\$180	10.0	\$	\$ 1,800
Jamestown Township			\$18,057	\$1,340	13.5	\$	\$ 18,057
	Township Office	Lighting	\$6,584	\$751	8.8	\$	\$ 6,584
			\$6,584	\$751	8.8	\$	\$ 6,584
Tallmadge Township	Township Office	Lighting	\$7,634	\$574	13.3	\$	\$ 7,634
			\$7,634	\$574	13.3	\$	\$ 7,634

TOTALS \$366,836 \$70,256 5.22 \$ 23,824 \$ 343,012

Estimated Amounts

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Special Technology Committee

Submitted By: Dave Hulst

Agenda Item: WebTecs Contract for Professional Services

SUGGESTED MOTION:

To recommend that the County be authorized to negotiate a one year contract for professional services with WebTecs, Inc. for WebSite Services.

SUMMARY OF REQUEST:

The contract for website services expires August 31, 2010. The Special Technology Committee recommends that a new contract be negotiated with WebTecs, Incorporated for a period one year. WebTecs, Incorporated has developed and supported the County's website since 2005. The current contract resulted from an RFP process that resulted in a two year contract with a one year extension. The one year extension was exercised in 2009 and a new contract is needed. Since this contract is for professional services, and based on the performance of WebTecs, Inc the Special Technology Committee recommends a negotiated contract rather than an RFP process.

FINANCIAL INFORMATION:

Total Cost: \$234,000.00 | County Cost: \$234,000.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #2

Objective: #1

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:34:10 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

Online Service	Launch Date	Staff Productivity	Citizen Efficiency	E-Commerce Revenue To Date	Description of Service
New Website Introduction	Oct-05	X	X		Database and tool to capture property splits.
Property Split System	Oct-05	X			Standardized maps of County Offices.
Interactive Directions to County Offices	Oct-05	X	X		Search parcel information; assessed & taxable values, property descriptions.
Property Info System - General Search	Oct-05	X	X		Software to manage ecommerce transactions and reporting.
Payment Engine	Nov-05				Software to manage monthly accounts for ecommerce transactions.
Monthly Account Software	Nov-05	X	X	\$51,286	Search for accident reports, purchase, print.
Property Info System - Tax Search	Dec-05	X	X	\$28,589	Owner information based on dog tag number search.
Accident Reports	Jan-06	X	X		Submit application for County prescription program. Discontinued.
Property Info System - Tax Search	Feb-06	X	X		Beach closing information due to unsatisfactory water testing.
Dog License Lookup	Feb-06	X	X		Collect public comment on topics of public concern.
Home Security Check Request	Mar-06	X	X	\$437	Purchase of last recorded property conveyance.
Prescription Drug Plan	Mar-06	X	X		Posting and controlled access to sensitive emergency management information.
Beach Monitoring	Mar-06	X	X		Daily schedules for Probate & Circuit Courts.
Public Comment Posing	Mar-06	X	X		Ability to type information on a form and print.
Property Info System - Deeds	Apr-06	X	X	\$4,986	Search outstanding balances for juveniles and parents; make payment with credit card.
Emergency Mgmt Secure Area	Apr-06	X	X		Search outstanding balances; make payment with credit card.
Circuit/Probate Courts Schedules	May-06	X	X		Automatic posting of restaurant inspection reports.
Convert PDFs to Fillable Forms	Jul-06	X	X		Search of current County jail inmates; access to charges once arraigned.
Juvenile Court Payments	Sep-06	X	X	\$30,791	Renew and purchase new dog licenses; online submittal of veterinarian documents.
Circuit Court Payments	Oct-06	X	X	\$106,927	Software to manage all park reservations.
Restaurant Inspection Reports	Oct-06	X	X		Ability to make real-time park reservations online.
Inmate Lookup	Nov-06	X	X	\$48,408	Change over to new imaging system.
Dog License Renewal	Nov-06	X	X		Search outstanding balances; make payment with credit card.
Park Reservation System Admin	Jan-07	X			Daily court schedule for Juvenile Services.
Park Reservation System Public	Feb-07	X	X		Search outstanding balances; make payment with credit card.
Accident Reports Imaging Integration	Mar-07	X			Daily court schedule for Juvenile Services.
Website Graphic Redesign & Conversion	Jun-07	X	X	\$404,344	Ability to create map in GIS and integrate with permitting application. Manage all workflow for EH Permits.
District Court Payments	Sep-07	X			Search court records with access to Register of Action and final judgments.
Juvenile Services Court Schedule	Nov-07	X			Provides ability to take credit cards at various County Offices.
Perimeter Security Assessment Maintenance	Feb-08	X	X	\$37,105	Reporting for Juvenile Court Payments.
Environmental Health Permits & Apps	Mar-08	X	X	\$25,834	Ability to submit employment application online. Workflow for hiring process.
Online Payment Center	Apr-08	X	X	\$14,364	Ability for all County-based schools and daycare facilities to submit weekly communicable disease report online.
Juvenile Court Payments Admin	Jun-08	X	X		Interactive calendar of County events with associated agenda, minutes.
HR Application & Workflow w/ Imaging	Sep-08	X	X		Ability to request and pay for GIS data online.
Weekly School Disease Reporting	Dec-08	X	X		Search Clerk's database of marriage and death records; purchase certified copies of records.
Calendar/Agenda/Minutes Publishing	Feb-09	X	X		Search Clerk's database of registered business names; purchase copy of business registration. Revenue included with Vitals.
GIS MapStore	Mar-09	X	X	\$330	Search parcels and pay delinquent taxes online with credit card.
Marriage & Death Record Order/Generalogy	Apr-09	X	X	\$3,020	Daily schedules for all District Court locations.
Business Name Search	Apr-09	X	X	INC Above	Pilot project to allow SL Township to accept online payments for Utility and Current Taxes. BS&A integration.
Delinquent Tax Payments	Oct-09	X	X	\$35,622	Ability to set up website statistics on at the department level.
District Court Hearing Schedule	Oct-09	X	X		Access to all recorded conveyance documents through Property application. Revenue included above.
SL Twp Online Payment Pilot	Oct-09	X	X		Ability for local unit PDs to load accident reports to County's imaging system.
Website Statistics by Department	Oct-09	X	X		Search court records with access to Register of Action. Revenue included above.
Deeds Search	Nov-09	X	X	INC Above	Search County's accounts receivable balances and pay online with credit card.
Payment Processing Middleware Installation	Nov-09	X			Court records are batched and run at night. Customers can pay for and download 24/7
Police Dept Incident Reporting Interface	Nov-09	X	X	INC Above	Workshop and event self-publishing. Clients can register for workshops and events online. Email or text reminders.
Court Record Search (District)	Dec-09	X	X	\$9,776	Self-publishing of vacancies; interested parties apply online. Workflow for review & interview process. Historical record keeping.
Online Payments of County Invoices	Dec-09	X	X	NEW	Couples can apply for license online, thereby eliminating one of two trips to Clerk's Office.
District Court Civil Case Batch Download	Mar-10	X	X		Full schedule of training sessions; online registration, reminders and tracking of employee training history.
MI Works Event Registration	Apr-10	X	X		
Committee/Board/Intern Service Application	Apr-10	X	X		
Marriage License Application	May-10	X	X	NEW	
Learning Management System - Sheriff	Jul-10	X	X		
Delinquent Tax Conversion to .Net, BS&A	Jul-10	X	X		
MI Works Form Consolidation					
Electronic Hiring Slip		X			
Probate Court Name Search		X	X	X	
Annual Park Permit		X	X	X	
Prosecutor's Schedule		X	X	X	
Food Service Licensing		X	X	X	
Court House Self-Help Center		X	X	X	
Parks Water Conditions Reporting		X	X	X	
FOIA Request		X	X	X	
Health Prescription Fulfillment		X	X	X	
Parks Snow Conditions Reporting		X	X	X	

Non-Ecommerce Project	\$870,807
Ecommerce Project	\$130,849
Net TOTAL Tech Fees	\$1,001,656
Revenue through March 2010	1264
Website Pages	

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Planning and Performance Improvement

Submitted By: Mark Knudsen

Agenda Item: Resolution Regarding Assumption of Compliance Responsibilities by CS Facilities, LLC Coopersville Recovery Zone Bond

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution to approve the transfer of compliance responsibilities for the Coopersville Recovery Zone Bond project from Continental Dairy Products, Inc., to CS Facilities, LLC.

SUMMARY OF REQUEST:

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.05.19 10:37:38 -0400

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 05/18/2010

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2010 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, by its Resolution dated February 23, 2010, the Ottawa County Board of Commissioners allocated all of Ottawa County's \$31,045,000 Recovery Zone Facility Bond allocation to the Michigan Strategic Fund for the sole purpose of issuing Recovery Zone Facility Bonds to support the Continental Dairy Products, Inc. project in Coopersville, Michigan, subject to certain activities, obligations, assurances and conditions precedent to be performed and/or fulfilled by Continental Dairy Products, Inc., as more fully set forth in the February 23, 2010 Resolution and the exhibits thereto; and,

WHEREAS, by letter dated May 5, 2010, Continental Dairy Products, Inc. indicated that it had established CS Facilities, LLC, a single member limited liability

company wholly owned by Continental Dairy Products, Inc., to own and operate the proposed Coopersville, Michigan, facility; and,

WHEREAS, it is the request of Continental Dairy Products, Inc., that CS Facilities, LLC, assume the role previously assigned to Continental Dairy Products, Inc., in the bonding project, including all its activities, obligations, assurances and conditions precedent under the February 23, 2010 Resolution and the exhibits attached thereto;

NOW THEREFORE BE IT RESOLVED that the Ottawa County Board of Commissioners accepts CS Facilities, LLC, a single member limited liability company wholly owned by Continental Dairy Products, Inc., (i) as the assignee of all interests of Continental Dairy Products, Inc., under the February 23, 2010 Resolution and (ii) as the responsible party for the performance and/or fulfillment of the activities, obligations, assurances, and conditions precedent of Continental Dairy Products, Inc., under the terms of the February 23, 2010 Resolution of the Ottawa County Board of Commissioners, and the exhibits attached thereto; and,

BE IT FURTHER RESOLVED, that CS Facilities LLC, shall provide a letter, signed by its authorized officer(s), agreeing to be responsible for performing and/or fulfilling each of the activities, obligations, assurances, and conditions precedent made by Continental Dairy Products, Inc., as inducements for the adoption of the February 23, 2010 Resolution by the Ottawa County Board of Commissioners; and,

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

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED:

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION ALLOCATING RECOVERY ZONE
FACILITY BOND ALLOCATION

At a regular meeting of the Board of Commissioners of the County of Ottawa, State of Michigan, held at the Fillmore Complex in the Township of Olive, Michigan on February 23, 2010 at 1:30 p.m. local time.

PRESENT: Commissioners Mrs. Kortman, Messrs. Kuyers, Swartout, Hehl, Rycenga, Schrottenboer, Karsten, Holtrop, Holtvluwer. (9)

ABSENT: Commissioners Mrs. Ruiter, Mr. Disselkoen. (2)

Its was moved by Commissioner Swartout and supported by Commissioner Hehl that the following Resolution be adopted:

WHEREAS, the federal government has enacted the American Recovery and Reinvestment Act of 2009 ("ARRA") which allows for the issuance of tax exempt Recovery Zone Facility Bonds at advantageous net interest costs for qualifying economic development projects; and

WHEREAS, pursuant to ARRA, the County of Ottawa (the "County") has been allocated the sum of \$31,045,000 in Recovery Zone Facility Bond allocation, which the Ottawa County Board of Commissioners may allocate to qualifying projects located within the County for the issuance of Recovery Zone Facility Bonds in 2010; and

WHEREAS, pursuant to the requirements of ARRA, the Ottawa County Board of Commissioners adopted a resolution on September 8, 2010 designating all of Ottawa County as a "recovery zone;" and

finance economic development projects; and

WHEREAS, Ottawa County's Planning and Performance Improvement Department report recommends allocation of all of the County's Recovery Zone Facility Bond allocation to the Michigan Strategic Fund for the purpose of issuing bonds to finance the Continental Dairy Products, Inc., Project (the "CDP Project") subject to certain contingencies as described below; and

WHEREAS, a description on the CDP Project is attached hereto as Exhibit A; and

WHEREAS, CDP has submitted to the County written verification of its commitment to a \$90,579,000 project investment and to the creation of 70 permanent, full-time jobs over the next two years as a result of the CDP Project; and

WHEREAS, CDP has submitted a letter from bond counsel confirming that the CDP Project is eligible for Recovery Zone Facility Bond financing, subject to successful completion of the applicable federal and state law requirements for issuance of private activity bonds, including required approvals of the Michigan Strategic Fund and the Governor of the State of Michigan;

NOW, THEREFORE, BE IT RESOLVED by the Ottawa County Board of Commissioners:

1. All of the Ottawa County's \$31,045,000 Recovery Zone Facility Bond allocation is hereby allocated to the Michigan Strategic Fund for the sole purpose of issuing Recovery Zone Facility Bonds to support the CDP Project, subject to the following conditions precedent:

A. The Recovery Zone Facility Bonds must be issued by the Michigan Strategic Fund by not later than June 23, 2010;

B. CDP must pay all legal expenses and staff expenses incurred by Ottawa

consideration for Ottawa County's Recovery Zone Facility Bond allocation. Applications will be evaluated based on the Project Evaluation Criteria previously established by the County.

4. If the Michigan Strategic Fund does not issue bonds for the CDP Project on or prior to June 23, 2010, then the County's Planning and Performance Improvement Department is directed to submit a recommendation to this Board with respect to further allocation of the County's Recovery Zone Facility Bond allocation consistent with the Project Evaluation Criteria established by the County.

5. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners Messrs. Holtvluwer, Holtrop, Rycenga, Schrottenboer,
Mrs. Kortman, Messrs. Karsten, Hehl, Swartout, Kuyers. (9)

NAYS: Commissioners None

RESOLUTION DECLARED ADOPTED.


Chairperson, Ottawa County
Board of Commissioners

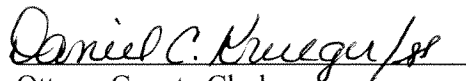

Ottawa County Clerk

EXHIBIT A

Description of the Continental Dairy Products, Inc. Project

Continental Dairy Products, Inc. ("CDP") is a Midwestern dairy farming cooperative comprised of 25 dairy farms with approximately 57,000 milking cows. The Project consists of the acquisition, construction, renovation, improving and equipping of the vacant Delphi facility located at 999 West Randall Street, Coopersville, Michigan for conversion into a milk drying plant. The plant will be capable of converting four million pounds of milk daily into products which will have a longer shelf life than raw milk.

The costs of the Project are estimated to total \$90,579,000. CDP has represented that the Project will create 70 permanent, full-time jobs over the next two years.



May 5, 2010

via E-mail and Federal Express

Mr. Mark Knudsen

Ottawa County Planning and Performance Improvement Department
12220 Fillmore Street, Suite 260
West Olive, Michigan 49460

**RE: Continental Dairy Products, Inc. Project
Recovery Zone Facility Bond Allocation**

Dear Mr. Knudsen:

In an effort to satisfy the conditions of the Recovery Zone Facility Bond allocation awarded for our new Coopersville milk processing facility, we are pleased to offer an update on the development of our project and status of the Recovery Zone Facility Bond (the "Bond") financing. Our project remains on schedule to commence construction during the month of June 2010 and begin operations in January 2012. We have established CS Facilities LLC, a single member limited liability corporation wholly owned by Continental Dairy Products, Inc. ("CDP"), to own and operate the facility. Structuring the ownership of the plant under the corporate authority of CDP was a recent recommendation of our advisors in an effort to align the Coopersville project with the long range business plans of CDP.

In regards to the financing participants for our project, we have accepted an offer from Fifth Third Bank to provide the senior term financing, which includes a letter of credit to support the Bonds. Fifth Third will also provide the working capital facility. Furthermore, we have engaged W.R. Taylor & Company, LLC to provide the financial advisory and underwriting services for the Bonds and Fifth Third Securities will provide the remarketing services.

On March 24, 2010, the Michigan Strategic Fund ("MSF") adopted an inducement resolution supporting the issuance of \$31,045,000 in Recovery Zone Facility Bonds. Bond and underwriting documents along with letter of credit documents have been distributed to the working group for comment. We anticipate presenting our bond resolution before the MSF at the Board's next regularly scheduled meeting on May 26, 2010 and currently anticipate the bond closing to occur on June 16, 2010.

As disclosed in our original application to the County, our project remains in excess of \$100,000,000. To date, we have expended \$9,390,058 on the project. Based upon recent construction pricing, the project budget includes the following:

3 2 0 West Hermosa Drive Artesia, New Mexico 88210
(575) 746-6698 Main (575) 746-1752 Fax



Purchase of Land and Facility	\$ 4,500,000
Building	42,127,000
Water and Sewer	1,403,000
Machinery and Equipment	41,075,000
Engineering Fees	1,934,000
Permits and Legal Fees	538,000
Financing Fees and Interest	4,735,000
Other Costs	
Furniture and Fixtures	55,000
Computers	1,079,000
Management Expense	3,513,000
Site Expense	3,934,000
Plant Equipment	947,000
Commissioning	780,000
Contingency	4,687,000
Other	330,000
Total Project Costs	\$111,637,000

We greatly appreciate the assistance provided through Ottawa County on the development of our new Coopersville milk processing facility and look forward to a mutually rewarding relationship for CDP and the local community for many years.

Very truly yours,

Continental Dairy Products, Inc.



Richard J. Blauw
Member

cc: Jim Doezema, Esq.
Foster, Swift, Collins & Smith

John Kamins, Esq.
Foster, Swift, Collins & Smith

Mr. Mark Knudsen
May 5, 2010
Page 3 of 3

Craig Hammond, Esq.
Dickinson Wright PLLC

Mr. Jason Grubbs
W. R. Taylor & Company, LLC

Action Request



Committee: Board of Commissioners

Meeting Date: 5/25/2010

Requesting Department: Administration

Submitted By: Greg Rappleye

Agenda Item: Public Hearing on FY 2010 Edward Byrne Memorial Justice Assistance Formula Grant (JAG)

SUGGESTED MOTION:

- a. To open Public Hearing
- b. To close Public Hearing

SUMMARY OF REQUEST:

Each year a public hearing must be held on the uses proposed by the Sheriff's Office for the Edward Byrne Memorial Justice Assistance Grant. For 2010, the amount of the grant is \$34,887.00. The proposed uses are: Range Headset/Hearing Protection, Tactical Entry Vest – Ballistic Protection, Tactical Ballistic Helmets and Mobile Vehicle Radio.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #

Objective: #

ADMINISTRATION RECOMMENDATION:

Recommended | Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.05.19 12:04:52 -0400

Committee/Governing/Advisory Board Approval Date: