



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

August 9, 2012

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, August 14, 2012 at 1:30 p.m.**, for the regular **August** 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 Holtrop
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
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 July 24, 2012 Board of Commissioners Meeting.

2. [Payroll](#)

Suggested Motion:

To authorize the payroll of August 14, 2012 in the amount of \$_____.

3. [Correspondence Log 428](#)

Suggested Motion:

To receive for information the Correspondence Log.

Stuart P. Visser Dennis W. Swartout Jane M. Ruiter Greg J. DeJong Roger G. Rycenga
Joseph S. Baumann Robert W. Karsten James H. Holtvluwer Donald G. Disselkoen

From Administration

4. [Monthly Accounts Payable for July 16, 2012 through August 3, 2012](#)

Suggested Motion:

To approve the general claims in the amount of \$4,991,523.98 as presented by the summary report for July 16, 2012 through August 3, 2012.

B. Action Items:

From the Planning and Policy Committee

1. [Bid Tabulation – Riley Trails Red Pine Management](#)

Suggested Motion:

To receive bids for thinning pine plantations at Riley Trails and approve award of contract to the Pulpwood and Forestry Products which will pay \$20.00 per cord for red pine timber sales and \$5 per cord for pitch pine with revenues after expenses to be split equally between the Parks Fund and the General Fund Balance for environmental initiatives.

2. [Lease of Land to Parkside Marina](#)

Suggested Motion:

To approve and authorize the Board Chair and Clerk to sign the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.

3. [Bid Tabulation – Grand River Open Space Improvements](#)

Suggested Motion:

To receive bids for the Grand River Open Space Improvement Project and accept the low bid from West Michigan Dirtworks for the base bid plus Alternates 1-4 in the amount of \$53,996.71 with funding from the Parks and Recreation budget.

4. [Convey Bike Path Easement to Port Sheldon Township](#)

Suggested Motion:

To approve and authorize the Board Chair and Clerk to sign the Bicycle Path and Walkway Easement which deeds an easement through a portion of Hemlock Crossing to Port Sheldon Township at no cost.

5. [Proposed Policy Changes](#)

Suggested Motion:

To receive the proposed changes to the following policies: Travel and Meal Policy, Harassment Policy, Personnel Records Policy, and Problem Solving Policy for review and comment.

From the Finance and Administration Committee

6. [Allendale Charter Township Bond Resolution](#)

Suggested Motion:

To approve and authorize the Board Chair and Clerk to sign the resolution authorizing the County Road Commission to issue Act 342 Bonds, in the not-to-exceed amount of \$2,830,000, to finance the Allendale Charter Township 2012 Sewage Disposal System Improvements.

C. Appointments: None

D. Discussion Items: None

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
JULY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, July 24, 2012, at 1:30 p.m. and was called to order by the Chair.

Mr. Karsten pronounced the invocation.

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

Present at roll call: Messrs. Visser, Kuyers, Mrs. Ruiter, Messrs. DeJong, Rycenga, Baumann, Disselkoen, Karsten, Holtrop. (9)

Absent: Messrs. Swartout, Holtvluwer. (2)

Presentation of Petitions and Communications

- A. Government Finance Officers Association's Distinguished Budget Presentation Award – Bob Spaman, Fiscal Services Director, presented the Government Finance Officers Association's Distinguished Budget Presentation Award to Connie VanderSchaaf.
- B. 2012 Digital Counties Survey Award – Mr. Holtrop presented the 2012 Digital Counties Survey Award to David Hulst, IT Direct.

Public Comments and Communications From County Staff

Teresa Sturris, Muskegon Community College, reported Muskegon Community College has established a permanent Grand Haven location offering classes at the Grand Haven Community Center.

B/C 12-127 Mr. Karsten moved to approve the agenda of today as presented. The motion passed.

B/C 12-128 Mr. Holtrop moved to approve the following Consent Resolutions:

- 1. To approve the Minutes of the July 10, 2012 Board of Commissioners Meeting.
- 2. To authorize the payroll of July 24, 2012 in the amount of \$466.28.
- 3. To approve the general claims in the amount of \$3,155,917.78 as presented by the summary report for July 2, 2012 through July 13, 2012.
- 4. To receive for information the County of Ottawa Facilities 2011 Annual Report.
- 5. 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 June 2012.

The motion passed as shown by the following votes: Yeas: Messrs. Karsten, Disselkoen, Holtrop, Visser, DeJong, Mrs. Ruiter, Messrs. Rycenga, Baumann, Kuyers. (9)

- B/C 12-129 Mr. Rycenga moved to approve and authorize the Board Chair and Clerk to sign the resolution establishing two study committees to separately consider whether Ottawa County should assume the Ottawa County Road Commission and/or the Public Utilities Department into the Ottawa County organizational structure. The motion passed as shown by the following votes: Yeas: Messrs. Disselkoen, Karsten, DeJong, Holtrop, Visser, Mrs. Ruiter, Messrs. Rycenga, Baumann, Kuyers. (9)
- B/C 12-130 Mr. Rycenga moved to receive for information the County of Ottawa's Single Audit Report for the year ended December 31, 2011. The motion passed as shown by the following votes: Yeas: Messrs. DeJong, Visser, Mrs. Ruiter, Messrs. Disselkoen, Baumann, Holtrop, Karsten, Rycenga, Kuyers. (9)
- B/C 12-131 Mr. Rycenga moved to receive for information the Ottawa County Drain Commission's Annual Financial Report for the year ended December 31, 2011. The motion passed as shown by the following votes: Yeas: Messrs. Visser, Disselkoen, Holtrop, Mrs. Ruiter, Messrs. Karsten, DeJong, Rycenga, Baumann, Kuyers. (9)
- B/C 12-132 Mr. Rycenga moved to receive for information the Comprehensive Annual Financial Report (CAFR) of the County of Ottawa for the year ended December 31, 2011. The motion passed as shown by the following votes: Yeas: Mrs. Ruiter, Messrs. Baumann, DeJong, Karsten, Rycenga, Holtrop, Disselkoen, Visser, Kuyers. (9)
- B/C 12-133 Mr. Rycenga moved to approve the 2011 Cost Allocation Plan for implementation in the 2013 budget. The motion passed as shown by the following votes: Yeas: Messrs. Visser, Disselkoen, Holtrop, Mrs. Ruiter, Messrs. Karsten, DeJong, Rycenga, Baumann, Kuyers. (9)
- B/C 12-134 Mr. Rycenga moved to receive for information the Government Finance Officers Association's Distinguished Budget Presentation Award for the fiscal year beginning January 1, 2012. The motion passed.
- B/C 12-135 Mr. Rycenga moved to approve the request from the Register of Deeds to reclassify a Senior Abstracting Clerk (Group T, Paygrade 09) to an Administrative Assistant (Unclassified, Paygrade U03, C Step) at the cost of \$5,804.00. Funding to come from existing funds. The motion passed as shown by the following votes: Yeas: Messrs. Visser, Holtrop, Karsten, Disselkoen, Baumann, Rycenga, DeJong, Mrs. Ruiter, Mr. Kuyers. (9)
- B/C 12-136 Mr. Rycenga moved to approve and authorize the Board Chair and Clerk to sign the resolution authorizing the County Road Commission to issue Act 342 Bonds, in the not-to-exceed amount of \$2,570,000, to finance the Allendale Charter Township 2012 Sewage Disposal System Improvements.
- B/C 12-137 Mr. Rycenga moved to table motion BC 12-136 until the first Board of Commissioners Meeting in August. The motion passed.

Discussion Items

1. County of Ottawa Facilities 2011 Annual Report – The 2011 Facilities Annual Report was presented by Rick Vandekerkhoff, Facilities Director.

The Administrator's report was presented.

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

B/C 12-138 Mr. Disselkoen moved to adjourn at 1:55 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: 8/14/2012

Requesting Department: County Clerk

Submitted By: Misty Cunningham

Agenda Item: Payroll

SUGGESTED MOTION:

To authorize the payroll of August 14, 2012 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: _____ General Fund 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: All

Objective: All

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: _____

Committee/Governing/Advisory Board Approval Date: _____

Action Request



Committee: Board of Commissioners
Meeting Date: 8/14/2012
Requesting Department: County Clerk
Submitted By: Misty Cunningham
Agenda Item: Correspondence Log 428

SUGGESTED MOTION:

To receive for information the Correspondence Log.

SUMMARY OF REQUEST:

FINANCIAL INFORMATION:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

<input type="checkbox"/> Mandated	<input checked="" type="checkbox"/> Non-Mandated	<input type="checkbox"/> New Activity
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ACTION IS RELATED TO STRATEGIC PLAN:

Goal: All

Objective: All

ADMINISTRATION RECOMMENDATION:	<input checked="" type="checkbox"/> Recommended	<input type="checkbox"/> Not Recommended	<input type="checkbox"/> Without Recommendation
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County Administrator:

Committee/Governing/Advisory Board Approval Date:

CORRESPONDENCE LOG 428			
Date	Correspondent	Content	Referred To
8/1/2012	EPA	INJECTION WELL PERMITS	ADMINISTRATOR, COMMISSIONERS
7/19/2012	DEPT OF TREASURY	NOTICE OF DELINQUENCY	ADMINISTRATOR, COMMISSIONERS
7/24/2012	SUE BUITENHUIS, GH TWP CLERK	NOTICE OF HEARING	ADMINISTRATOR, SWARTOUT
7/24/2012	LONA BRONKEMA, OLIVE TWP CLERK	NOTICE OF HEARING	ADMINISTRATOR, KUYERS
7/18/2012	PARK TOWNSHIP	OPPOSING PLAN FOR MARINA	ADMINISTRATOR, COMMISSIONERS
6/28/2012	LAKE CO BOC	RESOLUTION - AIR NATIONAL GUARD BASE	ADMINISTRATOR, COMMISSIONERS
7/26/2012	ALGER CO BOC	RESOLUTION - NATIONAL GUARD BASES	ADMINISTRATOR, COMMISSIONERS
From:	To:		
6/5/2012	8/6/2012		

Action Request



Committee: Board of Commissioners

Meeting Date: 08/14/2012

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Monthly Accounts Payable for July 16, 2012 through August 3, 2012

SUGGESTED MOTION:

To approve the general claims in the amount of \$4,991,523.98 as presented by the summary report for July 16, 2012 through August 3, 2012.

SUMMARY OF REQUEST:

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

FINANCIAL INFORMATION:

Total Cost: \$4,991,523.98 | General Fund Cost: \$4,991,523.98 | 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: To Maintain and Improve the Strong Financial Position of the County.

Objective: 1: Advocate on legislative issues to maintain and improve the financial position of the County.

2: Implement processes and strategies to deal with operational budget deficits.

3: Reduce the negative impact of rising employee benefit costs on the budget.

4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



County of Ottawa

Fiscal Services Department

Robert Spaman
Fiscal Services Director

Marvin Hinga
Fiscal Services Assistant Director

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

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

To: Board of Commissioners
From: Robert Spaman, Fiscal Services Director
Subject: Accounts Payable Listing – July 16, 2012 to August 3, 2012
Date: August 7, 2012

I have reviewed the Accounts Payable Listing for July 16 through August 3, 2012. 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

Fiscal Services ERP Professional Services	\$ 10,920.66
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Fund 2450 – Public Improvement Fund

Construction of 195 Foot Monopole at 12255 Johnson Street	\$ 1,376.84
Management Fee for Metro PCS Manley Street Tower	\$ 2,000.00

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

Total Checks/Automated Clearing House (ACH) 07/16/2012 through 08/3/2012

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 \$4,938,513.89. The amount of claims to be approved totals \$4,991,523.98.

*Adjustments are voided checks or ACH.


Robert Spaman, Fiscal Services, Director

8/7/12
Date

We hereby certify that the Board of Commissioners has approved the claims on this 14th day of August, 2012.

Philip Kuyers, Chairperson
Board of Commissioners

Daniel Krueger, Clerk

ACCOUNTS PAYABLE CHECKS/ACH 07/16/2012 THROUGH 08/03/2012

<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	565,280.79	(15,775.19)	549,505.60
1500	CEMETERY TRUST	0.00	0.00	0.00
2081	PARKS & RECREATION	152,335.87	0.00	152,335.87
2082	PARK 12	0.00	0.00	0.00
2160	FRIEND OF COURT	7,491.04	0.00	7,491.04
2170	9/30 JUDICIAL GRANTS	2,885.46	0.00	2,885.46
2210	HEALTH	57,674.15	0.00	57,674.15
2220	MENTAL HEALTH	1,517,623.44	0.00	1,517,623.44
2271	SOLID WASTE CLEAN-UP	0.00	0.00	0.00
2272	LANDFILL TIPPING FEES	4,476.89	0.00	4,476.89
2320	TRANSPORTATION SYSTEM	0.00	0.00	0.00
2420	PLANNING COMMISSION	0.00	0.00	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00	0.00	0.00
2444	INFRASTRUCTURE FUND	0.00	0.00	0.00
2450	PUBLIC IMPROVEMENT	3,376.84	0.00	3,376.84
2550	HOMESTEAD PROPERTY TAX	0.00	0.00	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	6,390.23	0.00	6,390.23
2590	LIPPERT GRANT	0.00	0.00	0.00
2601	PROSECUTING ATTORNEY GRANTS	267.43	0.00	267.43
2602	WEMET	9,545.51	0.00	9,545.51
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	29,505.43	0.00	29,505.43

ACCOUNTS PAYABLE CHECKS/ACH 07/16/2012 THROUGH 08/03/2012

<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	23,774.15	(22.50)	23,751.65
2640	EMT HOLLAND-PARK	0.00	0.00	0.00
2650	EMT GEORGETOWN TOWNSHIP	0.00	0.00	0.00
2661	SHERIFF ROAD PATROL	417.63	0.00	417.63
2690	LAW LIBRARY	0.00	0.00	0.00
2740	WIA-ADMIN. COST POOL	10,120.89	0.00	10,120.89
2741	WIA-YOUTH	63,728.44	0.00	63,728.44
2742	WIA-ADULT	45,934.51	0.00	45,934.51
2743	WIA-6/30 GRANT PROGRAMS	92,625.96	0.00	92,625.96
2744	WIA-12/31 GRANT PROGRAMS	0.00	0.00	0.00
2747	WIA-WORK FIRST YOUTH	0.00	0.00	0.00
2748	WIA-9/30 GRANT PROGRAMS	267,333.50	0.00	267,333.50
2749	WIA-3/31 GRANT PROGRAMS	0.00	0.00	0.00
2750	GRANT PROGRAMS-PASS THRU	0.00	0.00	0.00
2800	EMERGENCY FEEDING	2,470.44	0.00	2,470.44
2810	FEMA	0.00	0.00	0.00
2850	COMMUNITY CORRECTIONS PROG. GRANT	4,742.84	0.00	4,742.84
2870	COMMUNITY ACTION AGENCY (CAA)	13,557.32	0.00	13,557.32
2890	WEATHERIZATION	17.25	0.00	17.25
2900	DEPT OF HUMAN SERVICES	0.00	0.00	0.00
2901	DEPT OF HUMAN SERVICES	5,478.21	0.00	5,478.21
2920	CHILD CARE - PROBATE	166,744.53	(30.00)	166,714.53
2921	CHILD CARE - SOCIAL SERVICES	0.00	0.00	0.00
2930	SOLDIER & SAILORS RELIEF	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 07/16/2012 THROUGH 08/03/2012

<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	7,327.87	0.00	7,327.87
2970	DB/DC CONVERSION	0.00	0.00	0.00
5160	DELINQUENT TAXES	24,566.61	0.00	24,566.61
5360	LAND BANK AUTHORITY	52.90	0.00	52.90
6360	INFORMATION TECHNOLOGY	11,466.79	0.00	11,466.79
6410	WATER & SEWER REVOLVING	0.00	0.00	0.00
6450	DUPLICATING	23,344.78	0.00	23,344.78
6550	TELECOMMUNICATIONS	15,552.23	0.00	15,552.23
6641	EQUIPMENT POOL	10,920.66	0.00	10,920.66
6770	PROTECTED SELF-FUNDED INSURANCE	6,980.63	0.00	6,980.63
6771	PROTECTED SELF-FUNDED HEALTH INS.	651,455.52	0.00	651,455.52
6772	PROTECTED SELF-FUNDED UNEMPL INS.	14,850.00	0.00	14,850.00
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	236,704.39	0.00	236,704.39
7040	IMPREST PAYROLL	56,447.46	(37,182.40)	19,265.06
7210	LIBRARY PENAL FINE	840,496.39	0.00	840,496.39
7300	EMPLOYEE SICK PAY BANK	0.00	0.00	0.00
7360	OPEB TRUST	37,559.00	0.00	37,559.00
		<u>\$4,991,523.98</u>	<u>(\$53,010.09)</u>	<u>\$4,938,513.89</u>

Action Request



Committee: Board of Commissioners

Meeting Date: 8/14/2012

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Bid Tabulation – Riley Trails Red Pine Management

SUGGESTED MOTION:

To receive bids for thinning pine plantations at Riley Trails and approve award of contract to the Pulpwood and Forestry Products which will pay \$20.00 per cord for red pine timber sales and \$5 per cord for pitch pine with revenues after expenses to be split equally between the Parks Fund and the General Fund Balance for environmental initiatives.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission hired a forester to work with the Parks Commission on the development of a forest management plan for Riley Trails and also to oversee pine management. Based on the plan, a pine thinning project was put out to bid with goals to gradually transition to a native forest at this site, respect park amenities, and also generate timber sales revenue. The project will remove approximately one third of the red and pitch pine and all Scotch pine. A key goal is to improve the health of the pine plantations and to promote growth of native plants which will increase biodiversity within the park. Total estimated revenues from the sale are \$18,340.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund 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: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 8/9/2012



MEMORANDUM

Date: July 30, 2012
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Bid Tabulation – Riley Trails Red Pine Management

The Ottawa County Parks and Recreation Commission hired a forester to work with the Parks Commission on the development of a forest management plan for Riley Trails and also to oversee pine management. Based on the plan, a pine thinning project was put out to bid with goals to gradually transition to a native forest at this site, respect park amenities, and also generate timber sales revenue. The project will remove approximately one third of the red and pitch pine and all Scotch pine. A key goal is to improve the health of the pine plantations and to promote growth of native plants which will increase biodiversity within the park. Total estimated revenues from the sale are \$18,340.

Proposed motion:

To receive bids for thinning pine plantations at Riley Trails and approve award of contract to the Pulpwood and Forestry Products which will pay \$20.00 per cord for red pine timber sales and \$5 per cord for pitch pine with revenues after expenses to be split equally between the Parks Fund and the General Fund.

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.

Tabulation of Bids
Riley Trails Pine Management
June 29, 2012

One bid received:

Pulpwood and Forestry Products	\$20.00/cord – Red Pine	\$5.00/cord – Pitch Pine	Total Bid:
131 S. Maple Island Road			\$18,340
Muskegon, MI			

Action Request



Committee: Board of Commissioners

Meeting Date: 8/14/2012

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Lease of Land to Parkside Marina

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.

SUMMARY OF REQUEST:

Ottawa County Parks proposes to lease a portion of its Historic Ottawa Beach Parks (Park 12) including 600+ feet of land on Lake Macatawa to Parkside Marina to allow continuation of the marina business. Attorney Doug Van Essen prepared the attached lease document which was approved in principle by the Parks Commission at its August 1 meeting, recognizing that it may be necessary for some minor revisions after further discussions with Parkside Marina and review by the Board of Commissioners.

In summary, the lease recognizes Parkside Marina's historic use of the property by granting a five year concession but also sets the stage for transitioning this concession to competitive public bidding to comply with Ottawa County policies. The lease includes language identifying a timeline for bidding to permit an upgraded marina to be in place by 2018 and identifies Parkside Marina as a qualified bidder. The lease rate increases from \$13,500 to \$15,000 with allowance for annual increases tied to the CPI index. The lease rate is based on advice from an outside appraiser who specializes in marina valuation. Also included in the lease document is a Right of First Refusal on Elaine Blouw's private residence. This clause would give Ottawa County the right to match an offer by an outside party for this property which is surrounded by park land.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | General Fund 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: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 8/9/2012



MEMORANDUM

Date: August 2, 2012
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Lease of Land to Parkside Marina

Ottawa County Parks proposes to lease a portion of its Historic Ottawa Beach Parks (Park 12) including 600+ feet of land on Lake Macatawa to Parkside Marina to allow continuation of the marina business. Attorney Doug Van Essen prepared the attached lease document which was approved in principle by the Parks Commission at its August 1 meeting, recognizing that it may be necessary for some minor revisions after further discussions with Parkside Marina and review by the Board of Commissioners.

In summary, the lease recognizes Parkside Marina's historic use of the property by granting a five year concession but also sets the stage for transitioning this concession to competitive public bidding to comply with Ottawa County policies. The lease includes language identifying a timeline for bidding to permit an upgraded marina to be in place by 2018 and identifies Parkside Marina as a qualified bidder. The lease rate increases from \$13,500 to \$15,000 with allowance for annual increases tied to the CPI index. The lease rate is based on advice from an outside appraiser who specializes in marina valuation. Also included in the lease document is a *Right of First Refusal* on Elaine Blouw's private residence. This clause would give Ottawa County the right to match an offer by an outside party for this property which is surrounded by park land.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.

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.*

MARINA CONCESSION

THIS AGREEMENT (“Agreement”) is made effective the 30th day of August 2012, between the COUNTY OF OTTAWA, a Michigan municipal corporation, of 12220 Fillmore Street West Olive, Michigan 49460 (the “County”), and PARKSIDE MARINA, INC., a Michigan corporation, of 2314 Ottawa Beach Road, Holland, Michigan 49423 (“Parkside”).

Recitals

A. Parkside is the owner of certain boat docks, hoists, lifts, tractors, portable utility buildings, picnic equipment, mast and spar storage facilities, and other equipment associated with the operation of a public marina and which are located on a parcel of real property known as “Park Parcel 12” in the West Michigan Park, Park Township, Ottawa County, Michigan.

B. The County is the title owner of the Park Parcel 12.

C. Parkside has been operating a marina on the Park Parcel 12 for many years, the past 21 years through leases with the County (the “Leases”) and previous to the Leases under a Marina Operating Agreement dated April 6, 1981, (the “Operating Agreement”) with the Township of Park, a Michigan municipal corporation (the “Township”). None of these contracts have been competitively bid.

D. For at least the past six (6) years, the County’s arrangement with Parkside has been the exclusive marina concession given by the County on Park Parcel 12.

E. The Operating Agreement and Leases have terminated in accordance with their terms. However, the County and Parkside have agreed that Parkside may continue to operate its exclusive marina concession on Park Parcel 12 for the next five (5) years, provided it meets the terms and conditions of this Agreement.

Agreement

IN CONSIDERATION of the mutual covenants set forth below, the parties agree as follows:

1. General Agreement. The County agrees to rent to Parkside and Parkside hires from the County the Leased Premises, including the surface property identified in Exhibit A and any associated lake bottom lands, as the exclusive marina concession in Park Parcel 12, and for use for marina purposes only and for no other purpose. The Leased Premises shall not include twenty (20) foot wide area depicted in the picture in Exhibit A, which is necessary for the new bike and pedestrian path being constructed on Park Parcel 12 by the County. The County reserves the right even after the execution of the lease to modify the legal description contained in Exhibit A to reflect this reservation.

2. Competitive Bidding. The parties recognize that the concession and lease contained herein is a valuable public right and agree that if any interest is to be extended

hereafter to Parkside, that such extension will occur only after the County has competitively bid the right, which bidding will occur under the following conditions:

- a. Parkside will be considered a “qualified bidder” for further concession under terms then proposed by the County, provided Parkside submits a timely and complete bid package by the date identified in the County’s request for proposals (“RFP”).
- b. Unless this Agreement is terminated earlier, the County will issue an RFP no earlier than January 1, 2016, for purposes of a subsequent concession or lease agreement that will take effect no earlier than November 1, 2017.
- c. The County reserves the right to reject Parkside’s RFP and those of any or all other RFP bidders for any reason and, specifically, that the County is not obligated to accept the “highest” bid nor (other than considering Parkside a “qualified bidder”) is the County obligated to give Parkside any advantage over other bidders who are also looking for the opportunity to receive this valuable public right.
- d. If Parkside’s bid in the RFP process is rejected, Parkside agrees to fully cooperate with the County and any new party receiving a subsequent concession and/or lease with respect to the transition of the Leased Premises, including but not limited to ensuring that all docks (except pilings) all boats, equipment and other Parkside property or property of Parkside’s subtenants is removed from all portions of the Leased Premises and/or the County’s portion of the Park Parcel 12 property by the expiration date of this Agreement. If any such property is not removed, Parkside agrees that the County may remove any such property and/or evict any subtenant’s holdover and Parkside will reimburse the County for its costs, including but not limited to attorneys’ fees.

3. Term. This Agreement shall commence as of August 30, 2012 and will continue until October 31, 2017, unless hereafter terminated through either one of the following two means:

- a) by the County if “for cause” as provided in Paragraph 18, below, entitled “County Termination”; or,
- b) by Parkside as provided in paragraph 19, below, entitled “Parkside Termination.”

4. Rent.

- a) **Base Rent.** Beginning in 2013, Parkside agrees to pay the County as base rent for the concession and Leased Premises the sum of Fifteen Thousand Five Hundred Dollars (\$15,000.00) per year payable (the “Base Rent”) in

six (6) equal monthly installments on the 15th day of May, June, July, August, September and October of each year during the term of this Agreement.

- b) Adjustment of Base Rent. The base rent may be subject to adjustment at the discretion of the County on an annual basis, effective as of the anniversary date of this Agreement. Such increases shall not exceed 2% above the previous year's Consumer Price Index, All Cities retail. Once adjusted, the base rent for succeeding years will include any and all previous adjustments.

5. Acceptance of Premises. Parkside acknowledges that it has been in possession of the Leased Premises for many years and agrees to accept the Leased Premises in "as is" condition without any representation or warranty by the County concerning the condition of the Leased Premises.

6. Maintenance.

- a) All maintenance and repair of the Leased Premises shall be the responsibility of Parkside at its expense, and Parkside shall keep the Leased Premises in a neat and clean condition and a good state of maintenance and repair throughout the term of this Agreement, having due regard for the Leased Premises use as a public marina and the purposes, activities and equipment necessary to the proper operation of such a facility and the extent of the property involved and due regard for the fact that the Leased Premises is now located with the borders of a developed Ottawa County park.
- b) The parties contemplate that the Parkside will store its mobile equipment consisting of tractors, forklifts and the like on the Leased Premises along with its subtenants' boat cradles and trailers. Storage of such equipment will not be deemed a violation of Parkside's obligation to keep the Leased Premises neat and clean, provided such storage meets the discretion of the Ottawa County Parks Department. However, at no time—either during the season or in the offseason, shall boats or cradles be parked in the Ottawa Beach Road right of way or in any portion of Park Parcel 12 outside of the Leased Premises.
- c) Parkside will comply with all applicable governmental laws, ordinances, and regulations.
- d) Parkside shall return the Leased Premises to the Landlord upon the termination of this Agreement in as good a condition as of the date of this Agreement, ordinary wear and tear and damage by the elements excepted.

- e) The County shall have no responsibility for the maintenance or repair of the Leased Premises; however, the Ottawa County Parks Department retains the right to advise Parkside in writing that the Leased Premises are not being maintained to its satisfaction and Parkside agrees to timely address and rectify the County's concerns.

7. Improvements.

- a) Parkside shall not make any change or alteration in the Leased Premises without the prior written consent of the County.
- b) The parties envision that the RFP process to be undertaken in 2016 or 2017 will likely involve a new marina facility and, therefore, recognize that any improvements or additional fixtures proposed should take into account such a development.
- c) All fixtures and improvements on the Leased Premises shall be insured by the Parkside, at its cost, during the terms of this Agreement.

8. Conduct and Operations. Parkside will conduct its business and use reasonable measures at reasonable times to provide that the conduct of its agents, employees, invitees, subtenants and their guests is orderly and reasonably quiet and that the conduct of the marina and its patrons does not unreasonably or unlawfully interfere with the comfort or convenience of the Ottawa County Parks Department, including but not limited to the public parks developed in Park Parcel 12, or otherwise interfere with public use of Park Parcel 12 or violate any governmental law, ordinance or regulation. The parties recognize that Parkside operates a public marina which involves concomitant activity including a certain amount of noise including starting and operating boat motors, sometimes early in the morning; reasonable group social activities; and the movement and storage of boats, docks and related materials. Parkside will use reasonable measures at reasonable times so that it and its subtenants adhere to state, federal and local environmental laws and ordinances. The Parkside will indemnify the County against any environmental liability incurred as a result of the marina operations that occur during the term of this Agreement.

9. Utilities. Parkside shall provide and pay for all water, electricity, and any and all other utility services provided to the Leased Premises. All such utilities shall be entered in the name of Parkside. The County shall have no obligation to provide any utility services.

10. Personal Property. Any personal property placed in and upon the Leased Premises by the Parkside shall remain the property of the Parkside and Parkside shall have the right and obligation to remove the same from the Leased Premises at the termination of this Agreement, provided, however, any damage caused to the Leased Premises as a result of the removal of Parkside's personal property shall be repaired and restored by Parkside. "Personal property" is defined, for purposes of this Agreement to include equipment or items which might otherwise be considered fixtures such as utility buildings, floating docks, boat lifts, hoists, mast racks and other items of property which may be affixed to the ground or on pads.

11. Taxes. Parkside shall pay all real estate taxes and special assessments levied or assessed upon the Leased Premises during the term of this Agreement. In the event that special assessments are permitted to be paid in installments by the assessing authority, County and Parkside shall elect to pay the same over the longest period permitted by the assessing authority, and Parkside shall only be required to pay those installments which become due during the term of the Agreement. In the event an assessment becomes due during the term of the Agreement which is not payable in installments and the Parkside gives a notice to terminate in accordance with Paragraph 17 hereof within sixty (60) days after such assessment becomes final, then upon termination of the Agreement the County shall reimburse the Parkside for such assessment.

12. Subletting and Assignment. No subletting of the Leased Premises or any part thereof nor any assignment or transfer of this Lease Agreement or any of the improvements to the Leased Premises shall be permitted without the prior written consent of the County. However, Parkside may sublet individual docks and boat slips on a seasonal basis in the ordinary course of Parkside's business pursuant to a standard form lease approved by the County. All subleases shall be subject to the termination rights provided in this Agreement.

13. West Michigan Park Association slips.

- a) The County under Paragraph 12(D) of the September 28, 2005 Stipulation and Order entered in Ottawa County Chancery Case No. 5028, captioned *West Michigan Park Association v. Michigan Department of Natural Resources, et al*, is obligated to the West Michigan Park Association ("WMPA") to provide up to fifteen (15) slips at the marina. Parkside agrees that it will make up to fifteen (15) slips on the Leased Premises available to WMPA at market rates available to the public to fulfill the County's obligation to WMPA on the terms and conditions provided in (b), (c) and (d) below.
- b) Parkside's obligation to provide slips is conditioned on the requirement that WMPA designate a representative who will notify Parkside in writing of WMPA members intention to commit to a set number of slips by November 30th of each year for the next season; or alternatively, with the agreement of Parkside, WMPA may cause its members individually to commit in writing to such seasonal rental by November 30th of the year preceding the rental. WMPA, or with Parkside's permission and agreement its individual members, will then execute corporately, or with Parkside's permission individually, and delivers to Parkside and/or causes its members to execute individually and deliver to Parkside, a number of Parkside's slip contracts, up to fifteen (15), by January 1st of the year of the season rental along with the rental payment for the following year. If there is a difference between the fifteen (15) slips annually reserved pursuant to this provision and the actual number of written slip contracts delivered by WMPA or its members by January 1st pursuant to this

provision in a particular year (“Shortfall Number of Slips”), Parkside may release the Shortfall Number of Slips to the public for that seasonal year.

- c) Parkside may seek verification of direct WMPA membership by those claiming a right to a slip. WMPA set aside slips may not be transferred, assigned, sublet, or permitted to non-WMPA members. Nothing herein shall be interpreted as obligating the Parkside to reserve more than fifteen (15) slips annually for WMPA and nothing herein shall be interpreted as precluding Parkside from leasing more than fifteen (15) slips in a given year to WMPA or its members, at Parkside’s option.
- d) The parties agree that this provision is made exclusively for these parties. It is specifically not intended to, and does not, create any direct right or claim on the part of WMPA or its members as third party beneficiaries with regard to Parkside or slips at the marina. Any claim or dispute arising from the entitlement of WMPA members to a slip under the court order will be resolved between the parties to this Agreement and/or by the County with WMPA under its Court order.
- e) Notwithstanding the provisions of this agreement, Parkside may refuse a slip to any WMPA member who does not comply with the rules and regulations of the marina or who does not meet the marina’s deadlines for returning the contract or payment.

14. Inspection and Showing. The County may enter the Leased Premises at any reasonable time to inspect the Leased Premises to assure compliance by Parkside with the terms of this Agreement and all applicable laws, ordinances and regulations.

15. Liability. The County shall not be liable to Parkside, its agents, employees, invitees, subtenants or their guests for any losses or damage to person or property (1) caused by the acts or omissions of other tenants or other persons, whether such persons be on or off the Leased Premises with or without the permission of the County; (2) caused by theft, fire, water, rain, storm, explosion, sonic boom or other causes; (3) caused by interruption, failure or malfunction of any utility or appliance; or (4) caused by any condition on, in or about the Leased Premises.

16. Indemnity; Liability Insurance. Parkside shall indemnify, defend and hold the county, its agents and employees, harmless from any and all claims or liabilities for injury to persons or damage to property by reason of accident, casualty or event occurring in; or on the Leased Premises or otherwise arising in connection with this Agreement and shall reimburse the County for all costs of defending any such claim or liability, including attorney fees. However, Parkside’s obligation under the preceding sentence shall not apply to injuries or damages resulting from the acts or neglects of the County with respect to road construction, design, and signage or traffic regulation for Ottawa Beach Road or in connection with the construction, design, signage or use of the public recreational trail and public park to be located on County property along and adjacent to the marina. Parkside, at its own expense, shall obtain and keep in

force comprehensive general liability insurance, having combined single limit coverage of at least two million dollars (\$2,000,000.00) for bodily injury and property damage, or its equivalent. Ottawa County and the Ottawa County Parks Commission shall be listed as additional insureds and the policy shall be in a form subject to the County's approval. Any such policy of insurance, by loss payable clauses or riders, shall cover both the County and Parkside.

17. Casualty. In the event of damage to the Leased Premises through fire or act of God, Parkside shall repair the damage with reasonable promptness or elect to terminate this Agreement under Paragraph 18, below.

18. County Termination. In the event Parkside defaults in the performance of any term or condition of this Lease and such default continues for a period of ten (10) days after receipt of written notice from the County, the County shall have the right to terminate this Agreement at once according to applicable provisions of state and federal law. Receipt of written notice shall be presumed to have occurred five (5) days after mailing. In addition, the County may terminate upon not less than Three Hundred Sixty (360) days prior written notice to Parkside in the event that the County determines that the operation of a private marina on Park Parcel 12 is not in the best interests of the citizens of the County and/or residents of the West Michigan Park subdivision. Upon termination, the County may enter the Leased Premises, take and retain possession thereof, and exclude Parkside therefrom. The County may thereupon remove and store at the expense of Parkside all personal effects and property found in or around the Leased Premises. All remedies agreed to in this Agreement are cumulative of all other remedies provided by law for enforcement of the Agreement provisions by the County. If Parkside vacates or abandons the Leased Premises, its right to possession of the Leased Premises shall terminate. In the event the County elects to pursue legal proceedings in order to enforce its rights under this Agreement, Parkside shall reimburse the County for all expenses incurred, including attorney fees.

19. Parkside Termination. Parkside may terminate this Agreement upon not less than Three Hundred Sixty (360) days prior written notice to the County. Upon the termination of this Agreement, Parkside shall remove all boat docks, hoists, lifts, mobile equipment, portable buildings, picnic and marina equipment and other improvements within Forty-five (45) days, unless prevented by weather; in that case, an additional period of 45 days will be allowed after the weather and ground conditions permit removal of the equipment from the Leased Premises. Parkside shall repair any damage caused by such removal. All improvements and personal property not so removed shall become the property of the County. Parkside and its owner, Ms. Elaine Blouw, acknowledge that they neither possess nor assert any interest in the Leased Premises other than the Parkside's interest in this Agreement.

20. Right of First Refusal. Parkside's owner, Ms. Elaine Blouw extends to Ottawa County, through its Parks Commission, a right of first refusal to purchase Ms. Blouw's residence ("Blouw Residence"), which is described in Exhibit B, attached hereto. Ms. Blouw agrees to provide the Ottawa County Clerk and Director of the Ottawa County Parks Department a copy of any written buy/sell agreement into which she, her estate or anyone on behalf of her or her estate enters into regarding the Blouw Residence within five (5) business days of the execution of such agreement. Ottawa County, through its Parks Commission, shall have all the rights of the buyer

in such agreement, including but not limited to the rights to close on the transaction under the same conditions and within the same deadline, except for any extension provided to the buyer as a result this right of refusal and further provided that in no event may the County's right to close be less than thirty (30) business days from the date its Clerk and Parks Department Director are served with the written buy/sell agreement. The County's right of first refusal shall be at the same purchase price as provided in the buy/sell agreement triggering the County's rights herein. The County may exercise its rights hereunder by timely advising Ms. Blouw in writing at Parkside's address above of its intent to exercise its rights under this Agreement

21. Miscellaneous.

- a) All notices and demands authorized or required to be given to either party hereunder may be served upon such party in person or by first-class mail addressed to such party at its address stated above.
- b) The paragraph titles as to the contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a part of the lease or as a limitation on the scope of the particular paragraph to which they refer.
- c) It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits of any other rights, remedies and benefits allowed by law.
- d) One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.
- e) The masculine shall be deemed to include the feminine and the singular and the plural of all provisions hereunder if the context shall so require.
- f) The covenants and agreements herein contained shall be binding upon the County and Parkside and their respective successors, heirs, personal representatives and assigns.
- g) The County and Parkside agree that this Agreement constitutes the entire agreement between the parties and may be amended only by a written agreement signed by the parties.
- h) If any paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of August, 2012.

PARKSIDE MARINA, INC.

COUNTY OF OTTAWA

Elaine Blouw, President

By: _____
Philip Kuyers, Chairperson
Board of Commissioners

Elaine Blouw, personally as to
Paragraph 20, only.

By:: _____
Daniel C. Krueger, County Clerk

By: _____
Bobbi Jones Sabine, President
Parks & Recreation Commission

EXHIBIT A

EXHIBIT B

The residence and surrounding property located at 2316 Ottawa Beach Road and with a legal description contained in previous deeds as:

Beginning at a point called "A" which is described as follows: Commencing at the central quarter corner of said Section 33, thence East 870.6 feet thence South 552 feet, thence South 32° 30' West 105 feet; thence North 55° 30' 55.5 feet to the place of the beginning, called "A" running thence South 55° 30' East 83 feet to the shores of Black Lake, then Southwesterly along the shores of Black Lake 85 feet, thence North 53° 15' West 105 feet to the South line of the Ottawa Beach Road, thence Northeasterly along the South line of said road to the place of the beginning called "A."

Action Request



Committee: Board of Commissioners

Meeting Date: 8/14/2012

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Bid Tabulation – Grand River Open Space Improvements

SUGGESTED MOTION:

To receive bids for the Grand River Open Space Improvement Project and accept the low bid from West Michigan Dirtworks for the base bid plus Alternates 1-4 in the amount of \$53,996.71 with funding from the Parks and Recreation budget.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission solicited bids for a contractor to construct improvements to Grand River Open Space located in Tallmadge Township. The project will include gravel access road improvements and realignment, gravel parking development, information kiosk and vault toilet construction, installation of post and cable barriers, and other miscellaneous improvements. Ten bids were received on July 31 and, following a review of the bids and qualifications of the low bidder, the Parks and Recreation Commission recommends award of bid to the low bidder, West Michigan Dirtworks, for the base bid and Alternates 1-4 for a total bid award of \$53,996.71.

FINANCIAL INFORMATION:

Total Cost: \$53,996.71 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source: Parks and Recreation Budget

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 8/9/2012



MEMORANDUM

Date: August 2, 2012
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Bid Tabulation – Grand River Open Space Improvements

The Ottawa County Parks and Recreation Commission solicited bids for a contractor to construct improvements to Grand River Open Space located in Tallmadge Township. The project will include gravel access road improvements and realignment, gravel parking development, information kiosk and vault toilet construction, installation of post and cable barriers, and other miscellaneous improvements. Ten bids were received on July 31 and, following a review of the bids and qualifications of the low bidder, the Parks and Recreation Commission recommends award of bid to the low bidder, West Michigan Dirtworks, for the base bid and Alternates 1-4 for a total bid award of \$53,996.71.

Proposed motion:

To receive bids for the Grand River Open Space Improvement Project and accept the low bid from West Michigan Dirtworks for the base bid plus Alternates 1-4 in the amount of \$53,996.71 with funding 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.



Ottawa County Parks &
Recreation Commission

BID TABULATION
JULY 31, 2012 10AM

GRAND RIVER OPEN SPACE SITE IMPROVEMENTS

	COMPANY (BIDDER)	BID BOND	ADDENDUM #1	BASE BID	Alternate #1 (Pit Toilet)	Alternate #2 (Kiosk)	Alternate #3 (Post Cable)	Alternate #4 (Trees)	Total w/Alternates
1	WEST MICHIGAN DIRTWORKS	X	X	\$34,971.71	\$12,000.00	\$2,000.00	\$1,785.00	\$3,240.00	\$53,996.71
2	DENNY'S EXCAVATING	X	X	\$39,026.26	\$7,200.00	\$2,000.00	\$3,094.00	\$2,820.00	\$54,140.26
3	APEX CONTRACTORS	X	X	\$43,300.00	\$6,000.00	\$1,600.00	\$3,260.00	\$3,000.00	\$57,160.00
4	TERRACON LLC (ZEELAND)	X	X	\$43,638.00	\$7,620.00	\$2,600.00	\$3,000.00	\$3,000.00	\$59,858.00
5	KATERBURG VERHAGE	X	X	\$44,750.00	\$7,210.00	\$1,880.00	\$1,844.50	\$2,940.00	\$58,624.50
6	STEIN CONSTRUCTION	X	X	\$46,930.80	\$7,000.00	\$1,800.00	\$1,547.00	\$3,600.00	\$60,877.80
7	RUSH CREEK EXCAVATING	X	X	\$48,500.00	\$8,800.00	\$3,600.00	\$3,570.00	\$3,500.00	\$67,970.00
8	DESAL EXCAVATING	X	X	\$49,135.00	\$6,350.00	\$3,675.00	\$2,735.00	\$3,600.00	\$65,495.00
9	SIETSMA EXCAVATORS	X	X	\$55,388.07	\$5,500.00	\$770.00	\$4,403.00	\$3,304.80	\$69,365.87
10	AL'S EXCAVATING INC.	X	X	\$57,554.55	\$17,000.00	\$4,500.00	\$4,760.00	\$2,652.00	\$86,466.55

Action Request



Committee: Board of Commissioners

Meeting Date: 8/14/2012

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Convey Bike Path Easement to Port Sheldon Township

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Bicycle Path and Walkway Easement which deeds an easement through a portion of Hemlock Crossing to Port Sheldon Township at no cost.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission is recommending conveyance of a bike path easement to Port Sheldon Township. The proposed 20 foot wide x 100 foot long easement would run along the eastern edge of Hemlock Crossing County Park, along West Olive Road just north of the park entrance. The easement is needed to allow construction of a township bike path which will link the entrance of Hemlock Crossing to an existing bike path along Croswell Street.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund 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: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 8/9/2012



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM

Date: August 6, 2012

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 20 foot wide x 100 foot long easement would run along the eastern edge of Hemlock Crossing County Park, along West Olive Road just north of the park entrance. The easement is needed to allow construction of a township bike path which will link the entrance of Hemlock Crossing to an existing bike path along Croswell Street.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Bicycle Path and Walkway Easement which deeds an easement through a portion of Hemlock Crossing to Port Sheldon Township at no cost.

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

**Parcel No. 70-11-12-400-012
West Olive Road Bike Path Project**

THIS INDENTURE made and entered into this _____ day of _____, 2012, by and between **COUNTY OF OTTAWA, a Michigan public body corporate, acting by and through its Parks & Recreation Commission**, 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: All of the Southeast one-quarter (SE 1/4) of Section 12, Town 6 North, Range 16 West, lying South of the Pigeon River, and West of the Pere Marquette Railroad (now CSX Railroad).

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

Easement Description: A 20.00 foot in width strip of land, parallel and adjacent to the Westerly line of West Olive Road, commencing 160.00 feet South of the North line of the above-described Fee Description (at the South line of the Pigeon River), thence continue South 100.00 feet along the Westerly line of West Olive Road to the point of ending. West Olive Road is a public road, 66.00 feet in width.

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, and such Bicycle Path and Walkway shall at all times be maintained for its intended use.

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

Action Request



Committee: Board of Commissioners

Meeting Date: 8/14/2012

Requesting Department: Administrator's Office

Submitted By: Misty Cunningham

Agenda Item: Proposed Policy Changes

SUGGESTED MOTION:

To receive the proposed changes to the following policies: Travel and Meal Policy, Harassment Policy, Personnel Records Policy, and Problem Solving Policy for review and comment.

SUMMARY OF REQUEST:

County policies require periodic review and updates. This request is to review the County policies and forward them to the Board of Commissioners for a first and second reading before final approval.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund 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: 4: To Continually Improve the County's Organization and Services.

Objective: 1: Review and evaluate the organization, contracts, programs, systems, and services for potential efficiencies.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 8/9/2012



County of Ottawa

TRAVEL AND MEAL POLICY

I. POLICY

This policy shall apply to all County employees, elected and appointed officials, and any other person who submits a travel or expense voucher to the County for reimbursement.

The responsibility for ensuring compliance with this policy rests with each traveler's department head. The Administrator and/or the Administrator's designee reserves the right to question travel vouchers which appear to violate the intent of this policy or to waive, where special circumstances warrant, any regulation/requirement herein.

~~All officers, employees and persons traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.~~ All officers, employees, and persons traveling on official business are expected to exercise the appropriate level of care in incurring expenses, recognizing the use of public funds to support these expenses. The person authorized to approve reimbursement of expenses is the traveler's department head and/or designee.

The County Administrator and/or the Administrator's designee is responsible for interpretation and enforcement of this policy as they apply to all County employees, elected officials, and non-County personnel but excluding the County Administrator. The Finance and Administration Committee of the Board of Commissioners is responsible for interpretation and enforcement of this policy as they apply to the County Administrator, and may hear appeals of the Administrator's interpretation of this policy.

II. STATUTORY REFERENCES

Internal Revenue Service Code

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); Act 156 of 1851, as amended.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in January 28, 1992, Resolution Number: BC 92-58

Board of Commissioner Review Date and Resolution Number: BC 04-172, July 2004

Board of Commissioners Revised Adopted Date: BC 04-185, August 2004

Name and Date of Last Committee Review: Planning and Policy – April 18, 2001/Personnel Committee June 14, 2004

Board of Commissioners Revised Adopted Date: BC 10-092, April 2010

Last Review by the Internal Policy Review Team: ~~April 25, 2011~~ May 16, 2012



County of Ottawa

IV. PROCEDURES

A. General Information

1. All expenses must be annotated. A person must substantiate an expenditure for travel by adequate records or by sufficient evidence corroborating his/her own statement as to: (a) amount, (b) time and place, (c) business purpose, and (d) business relationship to taxpayers (IRS Code Section 954A). Also, an arrangement is not a reimbursement or an express expense allowance arrangement if it (a) does not require the employee to substantiate the covered expenses to the employer or (b) allows an employee to retain amounts in excess of substantiated covered expenses (IRS Code Section 941A).
2. Use of credit cards or County issued purchasing cards ~~credit cards~~ will be accepted ~~as evidence of payment~~ if supported by an detailitized receipt, ~~appropriately annotated to support cash payments.~~
3. Actual travel expenses of persons, other than County employees, who are called upon to contribute time and services as consultants, advisers or volunteers, must be authorized by the appropriate department head and/or designee. Documentation must be furnished as required by these regulations. The voucher must include an explanation/justification for the expense incurred by the consultant, advisor, or volunteer. ~~Complete explanation and justification must be shown on the vouchers. This type of expense should be submitted on the Expense Voucher.~~
4. Authority for Travel: All travel other than normally assigned in-County travel and travel of less than one day (not overnight), shall be duly authorized and approved by the department head and/or designee. Sufficient budgeted funds must be available for such travel except that the Board of Commissioners may authorize travel and provide non-budgeted funds upon special request.
5. Advances for Travel: Normally, all travelers on official business for the County are expected to provide themselves with funds to cover their expenses. (Reimbursements will be processed in weekly check runs).
 - a. The eCounty will pay direct the following expenses:
 - 1). Registration costs for conferences and seminars.
 - 2). Public transportation costs (i.e., air, boat, bus or rail).
 - 3). Lodging charges.
 - b. In unusual cases, an actual advance can be requested. The advance will be determined by using the per diem guidelines established in this policy and the following are met:



County of Ottawa

- 1). The travel advance is authorized by the Administrator and/or the Administrator's designee who is to ensure that the advance is reasonable and complies with these regulations.
- 2). Upon the traveler's return, a final accounting of the actual expenses incurred plus required receipts will be submitted to the Fiscal Services Department within fifteen (15) days on an Expense Voucher.

B. Expense Vouchers

1. The Expense Voucher form is to be used for reimbursement of expenses.
2. The expenses of only one person shall be included on a single expense voucher, except when an employee in a custodial capacity is responsible for and pays expenses of others who accompany him or her. Names of others must be recorded on the expense voucher.
3. Itemized receipts must be attached for all items of expenses. Any receipt not submitted where required by this policy may cause the expense for same to be denied or reimbursed at rates determined by the Administrator and/or the Administrator's designee.
4. Conference and seminar agendas shall be submitted in instances where lodging will be requested for reimbursement. Conference and seminar agendas, whenever such agendas exist, shall be submitted in instances where meal costs will be requested for reimbursement.
5. Expense vouchers shall be submitted within ~~fifteen-thirty~~ (15/30) days after incurring the expenditures.
- ~~5-6.~~ The department head and/or designee approving the expense voucher is responsible for the certification of all items of expense as being necessary, correct and not in conflict with this policy. Questions from Fiscal Services regarding an expense voucher will first be directed to the department head and/or designee that signed the expense voucher.

C. Transportation

1. All travel must be by "usually" traveled route. In case a person travels by an indirect route for his or her ~~own~~ convenience, or uses a slower or more expensive ~~mode of transportation~~ travel route, any extra costs shall be borne by the traveler and reimbursement for expenses will be based on only such charges as would have been incurred by a usually traveled ~~route, route as determined by the Administrator and/or the Administrator's designee.~~ For example, i.e. Pa person has a conference in Denver, Colorado, scheduled to start Monday at 8:30 a.m. and concludes Friday at 11:00 a.m. The airlines schedule would allow the traveler to depart Sunday and ~~allow them to~~ return Friday. If, for whatever reason, the individual elects to drive there and back leaving Saturday and returning Sunday, expenses incurred for lodging and meals on Saturday and the



County of Ottawa

~~following Saturday and Sunday would not be reimbursed by the County fly home on Saturday, lodging for SaturdayFriday night and meal costs after Friday afternoon would not be allowedreimbursed by the County.-~~

2. Public Carrier: The expense of traveling by public carrier (rail, airplane, boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation. Transportation expense in excess of the cost of coach-class air-fare and associated costs, e.g. baggage, will not be allowed unless justification ~~therefore~~ is given and the approval of the Administrator and/or the Administrator's designee is obtained before leaving on the proposed trip. ~~The cost for luggage on the public carrier will be reimbursed.~~
3. Private Automobile: If travel is by privately owned automobile, the traveler will be reimbursed at the rate established by the Board of Commissioners. (See Mileage Policy). If the travel is by private automobile, the maximum allowance will be the established mileage rate or coach-class air-fareairfare (round trip determined 30 days in advance of trip) and associated charges as would have been incurred by a usually traveled route, whichever is the lesser amount.
4. Any transportation arrangements other than what is covered above will require specific approval by the Administrator and/or the Administrator's designee, prior to commencing travel.

D. Lodging

1. The actual paid lodging receipt is required for lodging reimbursement. Any change in hotel charges during continuous occupancy by an employee must be explained on the voucher. Documentation must show lowest available single occupancy rate as certified by the hotel or other lodging. IRS Tax Code Section 954A: A taxpayer must have documentary evidence for any lodging expense while traveling away from home.
2. When a traveler ~~in County travel status~~ who is being reimbursed by the County shares a hotel or other lodging with non-~~e~~County reimbursed travelers (family members, friends, etc.), reimbursement to the traveler will be as follows:
 - a. If a hotel or other lodging is shared with one or more non-County travelers who receive no travel reimbursement from another source, reimbursement to the traveler will be at the rate of single occupancy as certified by the hotel or other lodging (the rate of single occupancy must be documented on the receiptexpense voucher) regardless of the number of persons and/or rooms occupied. At no time will reimbursement be allowed for an additional room, or for non-County reimbursed travelers.
 - b. If a hotel or other lodging is shared with a County or non-County traveler on County business who is receiving reimbursement for travel from another budget or source, reimbursement will be reduced by a proportionate amount of the bill, based on the number of persons occupying the room.



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3. Only out-of-county lodging will be reimbursed. Additionally, lodging in counties adjacent to Ottawa County (Muskegon, Kent, and Allegan) is generally not allowed, unless specific approval by the Administrator and/or the Administrator's designee is secured prior to travel.

E. Miscellaneous Expenses

1. Miscellaneous expenses incidental to official County travel shall be held to the minimum amount required for essential and efficient conduct of County business. ~~The department head or his/her authorized representative approving the travel voucher will be held responsible for their certification for all items of expense as being necessary and correct and cannot be in direct conflict with the travel policy.~~
The following miscellaneous items are reimbursable with appropriate receipts:

- a. Registration Fees: Enrollment or registration fees for conventions and meetings, associations or organizations are allowable for individuals attending as official representatives of the County. Receipts must be attached to the voucher. Registration literature must be attached indicating if meals are included in the fee. If meals are included in the registration fee, corresponding meals are not reimbursable.
- b. Parking Fees: Reimbursement for parking fees is allowable, with receipts.
- c. Taxi Cab: Necessary taxi cab fares will be allowed with receipts. If receipts are not available, a full explanation is required.
- d. Car Rental: Allowable only if: (a) approved in advance of travel by the Administrator or the Administrator's designee, (b) it is more advantageous for County business and (c) more economical than some other mode of transportation. Explanation and receipt are required.
- e. Fax and Internet: Charges are allowable when necessary for official business. An full explanation and receipt is required ~~to include date, place person faxed and including~~ the nature of the business necessitating the expense.
- f. Personal Expenses: The County will not reimburse for the following: fees and tips for valets¹, flight insurance, housekeeping/maid service, alcoholic beverages, cleaning and pressing clothing, renting movies, snacks, and similar personal expenses.
- g. Personal Phone Calls: An employee is allowed one reimbursed phone call home (duration not to exceed 5 minutes) for each day away.
- h. Health Club Costs: Reimbursement for reasonable costs not to exceed \$10.00 per day for use of health club facilities during travel greater than one day. Receipts are required for reimbursement.

¹ Fees and tips for valet charges will be reimbursed, when accompanied with receipts, when such charges are incurred as a necessary expense of the trip and not for the convenience of the traveler.



County of Ottawa

i. Baggage Handling: Charges for handling and checking baggage at hotels, depots, and terminals are allowable, when such charges are incurred as a necessary expense of the trip and not for the convenience of the traveler. The allowable rate shall not exceed \$2.00 at each point of handling, except for airline baggage fees which are allowable for up to one piece of checked baggage.

j. Toll Bridge, Toll Road, and Ferry Boat Expenses: Toll bridge, toll road and ferry boat expenses are allowed with receipts.

F. Meals

1. The following guidelines are to be used regarding A traveler is entitled to a full day's meal reimbursements. -wWhen travel commences before 7:00 a.m. and or extends beyond 8:00 p.m. or they are out of town at a multi-day conference, seminar, or training session, a meal reimbursement is allowed. Whenever meals are included in

the registration fee, provided by public transportation or paid by others, the traveler ~~shall~~ should not be entitled to any allowance for those particular meals-; examples:

a. Departure – June 1, 9:00 a.m.

Return – June 5, 4:30 p.m.

Allowable – June 1, lunch and dinner; June 2 through June 4, three (3) full day meals; June 5, breakfast and lunch plus four (4) days lodging.

b. Departure – June 1, 3:00 p.m.

Return – June 2, 10:30 a.m.

Allowable – June 1, dinner and lodging, June 2 - breakfast.

2. Meals will not be reimbursed for non-County travelers (spouses, members of a family, friends, etc.)
3. In-county meals will be reimbursed for Associations or Organization meetings with a receipt.
4. Guest Meals: The cost of guest meals is reimbursed only if it can be shown that such cost is necessary to conduct official County business and has prior approval of the Administrator. In no case will the amount allowed be in excess of the maximum established in this policy. Full explanation must be given on the voucher, including the name, position, and employer of the guest, nature of business discussed and how it relates to the County as required by the IRS Code. ~~Alcoholic beverages are not reimbursable by the County.~~—The total cost of the meals for guests cannot exceed the amount permitted an employee. A detailed receipt is required for a guest meal.

5. Alcoholic beverages are not reimbursable by the County. Alcoholic beverages, to the maximum extent possible, should not be listed on the itemized receipt submitted with an Expense Voucher, but should rather be paid by the traveler separately.

6. Food Services/Tips: The maximum allowable tip for meals is 20% of the actual meal cost, excluding alcoholic drinks.



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~~5-7.~~ Meals included in the registration fee of conventions, meetings, associations or organizations are generally not reimbursable. Guidelines for the limited exception to this policy include dietary restrictions of a traveler or meals that are limited in the scope of offerings such as some continental breakfasts or appetizer dinners. An explanation of the exception must be included in cases where registration materials indicate a meal is provided as part of the registration fee.

~~6-8.~~ The following are the maximum rates established for meal reimbursement with receipts:

	In-State	Select Cities ²	Out-of-State	Select Cities ³
Breakfast	\$8.00	\$9.00	\$10.00	\$12.00
Lunch	\$12.00	\$13.00	\$15.00	\$18.00
Dinner	\$26.00	\$29.00	\$31.00	\$36.00
Total Reimbursement ⁴	\$46.00	\$51.00	\$56.00	\$66.00

~~7. Days Defined: In computing the meal allowance for continuous travel of more than 24 hours, the hour of departure shall be considered as the beginning of the day, and for each full 24 hour period thereafter, the employee shall be entitled to the authorized maximum meal reimbursement with proper documentation, examples:~~

- ~~a. Departure — June 1, 9:00 a.m.
Return — June 5, 4:30 p.m.
Allowable — June 1, lunch and dinner; June 2 through June 4, three (3) full day meals; June 5, breakfast and lunch plus four (4) days lodging.~~
- ~~b. Departure — June 1, 3:00 p.m.
Return — June 2, 10:30 a.m.
Allowable — June 1, dinner and lodging, June 2 — breakfast.~~

G. Travel Outside the Contiguous 48 States

1. Reimbursement for all expenses related to conferences or travel outside the contiguous 48 states must be approved in advance of the travel by the Finance and Administration Committee.

² Select Cities in-state: Charlevoix, Mackinaw Island, Ann Arbor, Detroit, Pontiac and South Haven.

³ Select Cities out-of-state: Los Angeles, San Francisco, San Diego, Washington D.C., Chicago, New Orleans, Baltimore, Boston, Las Vegas, New York, Austin Texas, Dallas, Houston.

⁴ Total excludes a maximum 20% tip.



County of Ottawa

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.



County of Ottawa

HARASSMENT POLICY

I. POLICY

It is the policy of the County of Ottawa to provide and maintain a work environment that is free of harassment and discrimination based upon race, religion, national origin, age, sex or other legally protected status. The County prohibits employees from engaging in the sexual, racial, ethnic, age or other harassment of a member of the public or of another employee. Such harassment is a serious violation of County policy, rules and the law.

Harassment is any unwelcome or unsolicited verbal, physical, or sexual conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working environment. Examples of harassment include, but are not limited to, disparaging remarks about a person's race, color, religion, national origin, sex, disability-~~or~~ **handicap**, age, height, weight or other legally protected status.

Sexual harassment involving individuals within the employment setting is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- A. Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment;
- B. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment;
- C. Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.

Examples of sexual harassment, may include, but are not limited to, the following:

- A. Pressure for sexual activity;
- B. Repeated remarks with sexual or demeaning implications;
- C. Unwelcome touching;
- D. Sexual jokes, posters, and cartoons

Similar actions taken by employees towards members of the general public are considered to be sexual harassment prohibited by this policy.



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The County also discourages romantic relationships between supervisors and subordinates and prohibits any such conduct that is unwelcome. Anyone who is an unwilling participant in such a relationship must notify the Human Resources Director or the County Administrator immediately.

Violation of this policy prohibiting sexual harassment will subject the violator to discipline, including the possibility of immediate discharge.

Supervisors are required to be alert to stop any sexual, or other, harassment from occurring in our workplace. Employees who believe that they have been harassed, sexually or otherwise, or who have observed an employee harassing another employee or a member of the public are expected to immediately report the incident to their immediate supervisor, department head, or to the Human Resources Director. In the event of an incident of alleged harassment by the employee's supervisor, the report should be made to the department head or Human Resources Director. If an employee is not comfortable making this report to any of the above listed individuals, they may make the complaint to the Employee Assistance Center. When making this report, the employee should clearly state that they believe that they are the victim of harassment and that the employee is reporting the incident pursuant to this policy. The County will investigate all reports of harassment.

Making a complaint of harassment is a serious matter, but no employee will be subject to any form of retaliation or disciplinary action for making or pursuing a complaint of harassment which is made in good faith. Furthermore, an employee who is accused of sexual harassment shall not retaliate against the person who claims to have been harassed, and any act of retaliation will be subject to discipline up to and including discharge. An employee who knowingly submits false, inaccurate or otherwise misleading information in connection with a report of alleged harassment or the investigation of an alleged incident of harassment shall be subject to discipline, up to and including discharge. The County will keep complaints of harassment confidential to the extent that it is possible and still conduct an investigation.

II. STATUTORY REFERENCES

Michigan's Elliott-Larsen Civil Rights Act (ELCRA), MCL 37.2101 et seq.;
Title VII of the Civil Rights Act of 1964, Title VII, 42 USC 2000e et seq.;
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USC 621 et seq.;
Immigration Reform and Control Act of 1986, 8 USC 1101 et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: [July 20, 2012](#)



County of Ottawa

IV. PROCEDURE

A. Investigation of Harassment

1. Upon the receipt of a complaint of harassment, the County shall conduct a prompt and complete investigation and shall attempt to resolve the problem in an informal manner through the following steps:
 - a. Interview the complainant and document the interview.
 - b. Request that the complaint be put in writing, if possible.
 - c. Obtain the names of witnesses who can be contacted to substantiate the charges being made and secure permission of the complainant to interview them.
 - d. Interview the accused and document the interview.
 - e. Re-emphasize the County's policy regarding harassment without making judgments at this stage.
 - f. Keep the identity of the complainant confidential, if possible.
 - g. Interview all witnesses identified by the parties and document the interview.
 - h. Review the personnel files of the complainant and the accused for any history of problems.
 - i. Make a determination on the merits of the complaint.

B. Complaint Resolution

1. If the investigation shows that the complaint is without merit, the following action will be taken:
 - a. The investigation will be closed.
 - b. The investigating officer's findings and reasons for them will be discussed with the complainant.
 - c. Consideration will be given to disseminating the results of the investigation to employees who have knowledge of it.
 - d. The County's policy regarding harassment and the mechanism for complaint resolution will be reiterated to all employees involved in the investigation.



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- e. All documentation regarding the complaint and the investigation will be maintained in a separate confidential file in the event that subsequent litigation arises out of the incident.
2. If the investigation shows that the complaint has merit, the following action will be taken:
 - a. The investigation will be closed.
 - b. The investigating officer will confer with the Human Resources Director or the County Administrator to determine what action is necessary to resolve the complaint and prevent recurrence, including consideration of possible remedial action.
 - c. The parties will be advised of the results of the investigation and the actions to be taken.
 - d. Appropriate disciplinary action will be imposed.
 - e. All actions will be documented and a record placed in the offender's permanent file.
 - f. The Authority's policy regarding harassment and the mechanism for complaint resolution will be reiterated to all individuals involved in the investigation.
 - g. All documentation regarding the complaint and the investigation will be maintained in a separate file in the event that subsequent litigation arises out of the incident.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.



County of Ottawa

PERSONNEL RECORDS POLICY

I. POLICY

It is the policy of the County to respect the dignity and worth of each employee by minimizing the intrusion into the employee's off-the-job conduct. However, the County retains its duties and privileges as a public employer, which includes the collection, retention, use, disclosure and/or confidentiality of employee information. The County will use only appropriate and lawful methods to collect information about and from a job applicant or employee. The County will adhere to all legal requirements with regard to the collection of information concerning race, color, national origin, citizenship, sex, religion, age, height, weight, marital status and ~~disability~~handicap.

II. STATUTORY REFERENCES

MCL ACT 397, Bullard-Plawecki Employee Right To Know Act, 1978

MCL ACT 15.231, Michigan Freedom of Information Act, 1977, revised by ACT 553, 1996

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: [July 20, 2012](#)



County of Ottawa

IV. PROCEDURE

- A. The following basic principles will be applied in the collection and retention of information:
1. The Human Resources Department will maintain a complete record of each employee which will include information pertaining to the employment application, copies of pertinent documents such as background information, performance evaluations, letters of commendation, notes, memos, certificates, notices of suspension and/or disciplinary records and other information relating the employee's job and performance.
 2. With the exception of information required to be disclosed under the Freedom of Information Act, all other information about each employee will be kept confidential with the following exceptions:
 - a. These officials may inspect a personnel file;
 - 1) Human Resources Department representatives.
 - 2) The employee's immediate supervisor, manager or department head.
 - 3) County legal counselors whom the Human Resources Director authorizes on a case by case basis.
 - 4) Other County department heads, elected officials and employment selection managers in the event the employee is being considered by said department for possible transfer or promotion.
 3. Any employee may have access to his/her personnel file. If an employee disagrees with any information contained in their personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, he/she may place a written statement, not to exceed 5 pages of 8 1/2 by 11 paper, in the file which will be attached to the specific document.
 4. When an employee wishes to see his/her personnel file, he/she must make a verbal or written request to the Human Resources Department. The Human Resources Department will set an appointment to view the personnel record in the presence of an appropriate Human Resources Department representative. No employee is allowed to remove any item from any personnel record.



County of Ottawa

- B. The Human Resources Department will comply with the Bullard-Plawecki Employee Right-to-Know Act in the maintenance and release of any information contained in a current or former employee's file. Except for information required to be furnished under the Freedom of Information Act, all requests for information about current, retired, or terminated employees must be referred to the Human Resources Department. The Human Resources Department will obtain the written consent of the affected individual before releasing any information contained in a current or former employee's file to an outside source. Exceptions to the requirement for written consent are:
1. Disclosure to prospective employers, limited to dates of employment, final title or position, and job location.
 2. With the employee's oral consent, the Human Resources Department may release the five year employment and salary history.
 3. Duly authorized and served requests from law enforcement agencies, including investigations, summons, subpoenas and judicial orders.
- C. The County need not inform an employee that personnel information has been disclosed to law enforcement agencies if it concerns an investigation into the employee's on the job conduct especially when the employees actions clearly endanger other employee's security or property, or the County's security or property.
- D. The County will inform an employee of a request for information not exempt from disclosure under the provisions of the Freedom of Information Act. Notice of these disclosures are provided to the employee pursuant to the requirements the Bullard-Plawecki Employee Right-to-Know Act, MCL ACT 423.506.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.



County of Ottawa

PROBLEM SOLVING POLICY

I. POLICY

The County of Ottawa is committed to providing a respectful and productive work place for all County employees. In an effort to resolve work related issues in a timely and efficient manner the County has established this policy. This policy applies only to those employees who do not belong to any collective bargaining unit or employees seeking clarification of problems or complaints not within the domain of the collective bargaining agreement. Employees covered by collective bargaining contracts shall use the grievance procedures specified by the terms of the collective bargaining ~~agreement~~ contract.

II. STATUTORY REFERENCES

None

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: July 20, 2012



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IV. PROCEDURE

1. Problem Solving Steps: An employee may seek an answer to any complaint or problem by following these steps to bring it to the County's attention.
2. An employee should first bring the complaint or problem to his/her immediate supervisor. The supervisor shall answer the employee within two (2) working days.
3. If the employee is not satisfied with the answer to a complaint or problem, he/she may appeal the complaint within five (5) working days to the department head. Such appeal of the complaint shall be submitted to the department head in writing. The department head shall reply within three (3) working days and may consult with a representative of the Human Resources Department for assistance.
4. If the employee remains unsatisfied, his/her final appeal is to be the County Administrator. Such appeal shall be made in writing within five (5) days of the response of the department head. The time for this final appeal may be delayed by mutual consent. The County Administrator shall respond to the employee's complaint within five (5) working days unless extraordinary circumstances require a delay.
5. Outside Involvement: It is the County's policy that employees follow all internal lines of discussion of problems or complaints before referring the concern to outside agencies or the public. Failure to follow such internal procedures may result in disciplinary measures being taken.
6. Written Submissions: If an employee chooses to refer the complaint or problem to the County Administrator, he/she must submit a detailed outline of the situation in writing, along with any written response received from his/her immediate supervisor and department head.
7. Union Grievances: This section applies only to those employees who do not belong to any collective bargaining unit or employees seeking clarification of problems or complaints not within the domain of the collective bargaining agreement. Employees covered by collective bargaining ~~contracts~~ agreements shall use the grievance procedures specified by the terms of the collective bargaining ~~contract~~ agreement.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.

Action Request



Committee: Board of Commissioners

Meeting Date: 8/14/2012

Requesting Department: Ottawa County Public Utilities

Submitted By: Misty Cunningham

Agenda Item: Allendale Charter Township Bond Resolution

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution authorizing the County Road Commission to issue Act 342 Bonds, in the not-to-exceed amount of \$2,830,000, to finance the Allendale Charter Township 2012 Sewage Disposal System Improvements.

SUMMARY OF REQUEST:

On May 29, 2012, the Allendale Charter Township Board approved a resolution requesting the County of Ottawa to issue its Act 342 Bonds in the amount of \$2,570,000 in order to finance the Township's 2012 Sewage Disposal System Improvements. This Project qualifies for a State of Michigan Clean Water Revolving Fund Loan and the financing will be coordinated with the Michigan Department of Environmental Quality, Environmental Resource Management Division.

The bond resolution was presented to the Finance and Administration Committee at its July 17, 2012 meeting, approved by the Committee, and forwarded to the Board of Commissioners. Subsequent to this action, the actual construction bid amounts and adjustments made by the DEQ, after the Township and Committee approved the bond resolution, were approximately 10% higher than the initial project amount. This necessitates an adjustment to the bond amount in the resolution from \$2,570,000 to \$2,830,000.

Primary security is the full faith and credit pledge of Allendale Charter Township. The Township adopted a new bond resolution including the adjusted bond amount, at its July 23, 2012 board meeting.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund 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: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 2: Continue initiatives to preserve the physical environment. &
4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 7/17/2012

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: August 6, 2012

Subject: **Ottawa County, Allendale Township, 2012 Sewage Disposal Systems Improvements**

On May 29, 2012 the Allendale Charter Township Board approved a resolution requesting the County of Ottawa to issue its Act 342 Bonds in the amount of \$2,570,000 in order to finance the Township's 2012 Sewage Disposal System Improvements. This Project qualifies for a State of Michigan Clean Water Revolving Fund Loan and the financing will be coordinated with the Michigan Department of Environmental Quality, Environmental Resource Management Division.

The bond resolution was presented to the Finance and Administration Committee at its July 17, 2012 meeting, approved by the Committee, and forwarded to the Board of Commissioners.

Subsequent to this action, the actual construction bid amounts and adjustments made by the DEQ, after the Township and Committee approved the bond resolution, were approximately 10% higher than the initial project amount. This necessitates an adjustment to the bond amount in the resolution from \$2,570,000 to \$2,830,000.

I plan to present the bond resolution, including the adjusted bond amount, at the August 14, 2012 meeting of the Board of Commissioners. Primary security is the full faith and credit pledge of Allendale Charter Township. The Township adopted a new bond resolution, including the adjusted bond amount, at its July 23, 2012 board meeting.

Enclosed is a summary of the proposed bond issue. Please advise if you need additional information.

KLZ: pp

EXHIBIT A-2 PROJECT DESCRIPTION

BOARD OF COUNTY ROAD COMMISSIONERS COUNTY OF OTTAWA

ALLENDALE CHARTER TOWNSHIP WASTEWATER TREATMENT SYSTEM 2012 IMPROVEMENTS PROJECT

The purpose of the proposed project is to construct wastewater treatment plant improvements that will improve biosolids stabilization, provide odor control treatment, and purchase instrumentation & control equipment to improve system reliability.

The Project consists of the following primary components:

- Rehabilitating (2) existing 35' diameter, sloped-bottom sludge tanks for high-rate anaerobic digesters including raising the concrete wall height by 10', covering the 1st tank with a fixed steel cover and the 2nd tank with a floating gas-holding steel cover and adding internal piping to both tanks for suction draw-off (center bottom), mixing and biogas collection.
- Conversion of existing blower building (pump building) to house the mixing and sludge heating pumps, heat exchangers and biogas moisture and foam knock-out tanks.
- New boiler building to house biogas boiler and hydronic heating equipment.
- Gas control and safety equipment including biogas flare system to burn-off excess biogas not reused.
- Instrumentation and controls to integrate anaerobic digester system into existing WWTP SCADA system.
- Miscellaneous site improvements including pavement replacement, new sidewalks, grading and restoration.

EXHIBIT B PROJECT COST ESTIMATE

**BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF OTTAWA**

**ALLENDALE CHARTER TOWNSHIP
WASTEWATER TREATMENT SYSTEM 2012 IMPROVEMENTS PROJECT**

	Original Estimate	Revised Estimate * 7/24/2012
Construction Cost	\$2,170,000	\$2,489,887
Design Engineering	281,400	281,400
Construction Engineering	148,300	74,600
Planning Expense	39,966	44,600
User Charge System Development Cost	25,500	25,500
Legal & Financial Expenses	35,500	27,575
Administrative Expense	13,500	15,233
Contingency	162,910	178,281
	<hr/>	<hr/>
Project Cost	\$2,877,076	\$3,137,076
Less S2 Grant (Planning & Design)	(307,076)	(307,076)
	<hr/>	<hr/>
AMOUNT OF BONDS	\$2,570,000	\$2,830,000

The estimated useful life of the project is 20 years and upward.

* Post Bid & Consistent with SRF Program Submittals

Bond Resolution: Allendale Charter Township

Motion: To approve the Resolution authorizing the County Road Commission to issue Act 342 Bonds in the not-to-exceed amount of \$2,830,000 to finance the Allendale Charter Township 2012 Sewage Disposal System Improvements.

RE: ALLENDALE CHARTER TOWNSHIP WASTEWATER TREATMENT
SYSTEM 2012 IMPROVEMENTS

Submitted by Commissioner _____:

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended (“Act 342”) the Board of Supervisors of the County of Ottawa (the “County”) authorized and directed that there be established, maintained and operated a countywide system or systems of water and sewer improvements and services and designated the Board of County Road Commissioners of the County to be the agency of the County for the purposes set forth in Act 342; and

WHEREAS, by the terms of Act 342, the County and the Charter Township of Allendale (hereinafter referred to as the “Township”) are authorized to enter into a contract for the acquisition, construction and financing of sewage disposal system improvements to serve the Township and for the payment of the cost thereof by the Township, with interest, and the County is then authorized to issue its bonds to provide the funds necessary therefor; and

WHEREAS, there has been submitted to this Board of Commissioners a proposed contract between the County, by and through its Board of County Road Commissioners, and the Township, which contract provides for the acquisition and construction of sewage disposal system improvements designated as the Allendale Charter Township Wastewater Treatment System 2012 Improvements (hereinafter referred to as the “Project”) to serve the Township and for the payment by the Township of the cost thereof pursuant to Act 342, which contract is hereinafter set forth in full; and

WHEREAS, there has been submitted for approval and adoption by this Board, plans, specifications and estimates of the cost and period of usefulness of the Project, and

WHEREAS, the contract provides for the issuance of bonds by the County to defray part of the cost of the Project, said bonds to be secured by the contractual obligation of the Township to pay to the County amounts sufficient to pay the principal of and interest on the bonds and to pay such paying agent fees and other expenses as may be incurred on account of the bonds; and

WHEREAS, the County wishes at this time to authorize the issuance of such bonds to defray part of the cost of acquiring and constructing the Project and to sell the bonds in a private negotiated sale to the Michigan Finance Authority (the "Authority") as authorized by Act 227, Public Acts of Michigan, 1985, as amended ("Act 227"), in order to enable the Authority to provide assistance with respect to the Project from the proceeds of the State Water Pollution Control Revolving Fund.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Ottawa, Michigan, as follows:

1. PLANS AND SPECIFICATIONS – ESTIMATES OF PERIOD OF USEFULNESS AND COST. The plans and specifications for the Project and the estimates of \$3,137,076 as the cost of the Project and 20 years and upwards as the period of usefulness of the Project, as submitted to this Board of Commissioners, are approved and adopted.

2. APPROVAL OF CONTRACT. The Allendale Charter Township Wastewater Treatment System 2012 Improvements Contract dated as of June 1, 2012, between the County, by and through its Board of County Road Commissioners, and the Township (the "Contract"), is approved and adopted, and the Chairman and the Secretary of the Board of County Road Commissioners are authorized and directed to execute and deliver the same for and on behalf of

the County, in as many counterparts as may be deemed advisable, after the Contract has been executed by the appropriate officials of the Township. The Contract reads as follows:

COUNTY OF OTTAWA

ALLENDALE CHARTER TOWNSHIP
WASTEWATER TREATMENT SYSTEM 2012 IMPROVEMENTS CONTRACT

THIS CONTRACT, made as of June 1, 2012, by and between the COUNTY OF OTTAWA, a Michigan county corporation (hereinafter called the "County") by and through its Board of County Road Commissioners, and the CHARTER TOWNSHIP OF ALLENDALE, a charter township located in the County (hereinafter called the "Township");

WITNESSETH:

SPECIFIC

WHEREAS, the Board of Commissioners of the County of Ottawa heretofore has established the Ottawa County Water Supply and Sewage Disposal System to provide water supply and sewage disposal services to areas in the County pursuant to Act 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as "Act 342"), all as appears from the resolution adopted by said Board of Commissioners on January 9, 1961; and

WHEREAS, the Board of County Road Commissioners (hereinafter sometimes referred to as the "County Agency") has been designated by the County Board of Commissioners as the agency of the County in connection with the establishment, maintenance and operation of water supply and sewage disposal systems within the County; and

WHEREAS, it is necessary for the public health to acquire, construct and install sewage disposal system improvements to serve the Township; and

WHEREAS, by the terms of Act 342, the County and the Township are authorized to enter into a contract for the acquisition, construction, installation and financing of the aforementioned improvements and for the payment of the cost thereof by the Township, with

interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its bonds to provide the funds therefor, secured primarily by the full faith and credit contractual obligation of the Township and, if the bond resolution so provides, secured secondarily by the full faith and credit of the County; and

WHEREAS, the Township and the County have agreed to utilize the provisions of Act 342 to acquire the sewage disposal system improvements necessary for the public health and welfare of the residents of the County within the Township; and

WHEREAS, plans and estimates of the cost and the period of usefulness of the extensions and improvements to be acquired, constructed and installed have been prepared by Fleis & Vandenbrink Engineering, Inc., the consulting engineers; and

WHEREAS, in order to issue such bonds, it is necessary that the County and the Township enter into this contract.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The County and the Township hereby approve and agree to the acquisition, construction, installation and financing of sewage disposal system improvements to serve the Township under and pursuant to Act 342 and approve the designation of "Allendale Charter Township Wastewater Treatment System 2012 Improvements" as the name of the project. The Allendale Charter Township Wastewater Treatment System 2012 Improvements are hereinafter sometimes referred to as the "Project." The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project and any extension, improvement or enlargement thereof within its

corporate boundaries and to the use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvement, enlargement or extension thereof, and the Township further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

2. The Project shall consist of the sewage disposal system improvements described and specified on Exhibits A-1 and A-2, which are hereunto attached and which are made a part hereof, and as are more particularly set forth in the plans prepared by the consulting engineers, which plans are on file with the County Agency. The Project shall be acquired, constructed and installed substantially in accordance with the said plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacity or overall design of the Project and that do not require an increase in the total estimated cost of the Project may be permitted on the authority of the Township. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Township and if provisions required by paragraph 5 hereof are made for payment or financing of any resulting increase in the total estimated cost. The estimate of cost of the Project and the estimate of period of usefulness thereof as set forth on Exhibit B are approved and adopted.

3. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series (the "Bonds"), in whatever aggregate principal amount is necessary to be so financed to defray that portion of the cost of the Project not paid from other sources (the "municipal cost"). The Bonds shall be issued in anticipation of and be payable from the payments to be made by the Township to the County as provided in this contract, and the Bonds

shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof.

4. The County Agency shall proceed to take construction bids for the Project and, subject to the sale and delivery of the Bonds, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time and do all other things required by this contract and the laws of the State of Michigan. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payment. Acquisition of the Project shall be deemed to include reimbursement of the Township for funds which have been expended by the Township in connection with the acquisition and construction of the Project.

SPECIMEN

5. In the event that it shall become necessary to increase the estimated municipal cost of the Project for any reason, or if the actual municipal cost of the Project shall exceed the estimated municipal cost, whether as the result of variations or changes made in the approved plans or otherwise, then the County Agency shall not be obligated to pay such increased or excess municipal costs unless the governing body of the Township shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional Bonds in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided; provided, however, that the adoption of such resolution by the governing body of the Township shall not be required prior to or as a condition precedent to the issuance of additional Bonds by the County, if the County has previously issued or contracted to sell Bonds to pay all or part of the municipal cost of the Project, and the issuance of the additional Bonds is necessary (as determined by the County) to pay such increased,

additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6. The Township shall pay to the County the entire municipal cost of the Project. The municipal cost of the Project will be defrayed by the issuance of the Bonds as provided in paragraphs 3 and 5 hereof. The Township covenants and agrees to pay the principal of and interest on the Bonds and all paying agency and transfer fees and other expenses and charges (including the County Agency's administrative expenses) that are payable on account of the Bonds (such fees, expenses and charges being herein called "bond service charges"). Such payments shall be made to the County in annual installments that shall be due and payable at least thirty days prior to the day of the month specified in the Bonds as the annual principal maturity date thereof. Such annual installments shall be so paid in each year if any principal or noncapitalized interest on the Bonds falls due during the twelve-month period beginning on such principal maturity date in said year, and the aggregate amount of the installments so due and payable shall be at least sufficient to pay all principal and interest thus falling due and all bond service charges then due and payable. The County Agency, within thirty days after delivery of the Bonds to the purchaser, shall furnish the treasurer of the Township with a schedule of the principal of and interest on the Bonds, and the County Agency also, at least thirty days before each payment is due to be made by the Township, shall advise the treasurer of the amount payable to the County on such date. If the Township fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the municipal cost of the Project.

7. If the Township shall pay the municipal cost of the Project, or any portion thereof, prior to the issuance of the Bonds, the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of an annual installment due the County on the Bonds by surrendering to the County Bonds issued hereunder of a like principal amount maturing in the same calendar year.

8. The proceeds of sale of the Bonds shall be used solely and only to pay the municipal cost of the Project, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the Bonds shall be (1) used to purchase the Bonds on the open market or (2) retained by the County Agency as a reserve for the payment of the Bond principal and interest maturities next falling due, and in such event the contract obligation of the Township in respect to the Bonds or such maturities shall be reduced by the principal amount of Bonds so purchased or of said reserve, said reduction, in case of the purchase of Bonds, to be applied as to year in accordance with the year of the maturity of the Bonds so purchased. Any Bonds so purchased shall be canceled. In the alternative, such surplus may be used, on request of the Township and approval by the County Agency, to provide additional sewage disposal facilities in the Township.

9. The Township, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and each year shall levy a tax in an amount that, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections; Provided, however, that the annual tax levy may be reduced by the amount of any sewage disposal system revenues reasonably anticipated to be collected and available for the payment of such obligations and by the amount of cash or other funds that the Township has on hand (or to its credit in the hands of the County) and available for the payment of such obligations. The governing body of the

Township each year, at least 90 days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County that become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds that the Township has or will have on hand (or to its credit in the hands of the County) that are or will be available for payment of its obligations to the County and the amount of the taxes next proposed to be levied for the purpose of raising money to meet the obligations. The County Agency shall review such statement promptly and, if it finds that the proposed tax levy is insufficient after taking into account such other available funds, it shall so notify the governing body, and the Township covenants and agrees that it will increase its levy to such extent as may be required by the County Agency. Taxes levied by the Township for the payment of its obligations to the County pursuant to this contract shall be subject to applicable charter, statutory and constitutional tax limitations.

SPRINGFIELD

10. In the event that the Township shall fail for any reason to pay to the County Agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the Township pursuant to the Michigan constitution hereby is authorized to withhold sufficient funds to make up any default or deficiency in funds. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments in the manner and at the times required by this contract. It is specifically recognized by the Township that the payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on the Bonds, and the Township covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation; provided, only that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

11. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this contract. In the event all or any part of the territory of the Township is incorporated as a new municipality or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to have sewage disposal service from the Project for the territory that is taken, based upon a division determined by the County Agency that shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition, prior to such determination, shall receive a written recommendation as to proper division from a committee composed of one representative designated by the governing body of the Township from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, and one independent registered engineer appointed by the County Agency. The Township and the municipality shall appoint their representatives within fifteen (15) days after being notified to do so by the County Agency and within a like time the County Agency shall appoint the engineer third member. If either the Township or the municipality shall fail to appoint its representative within the time above provided, the County Agency may proceed without the recommendation. If the committee shall not make its recommendation within forty-five (45) days after its appointment or within any extension thereof by the County Agency, the County Agency may proceed without a recommendation of the committee.

12. The County shall not be obligated to acquire, construct or install any facilities other than those described in paragraph 2 hereof. The responsibility for providing any additional facilities as may be needed shall be that of the Township which shall have the right to cause to be constructed and maintained, either directly or through the County, such necessary additional facilities.

13. After completion, the operation and maintenance of the Project shall be in accordance with applicable agreements pertaining to the operation and maintenance of sewage disposal facilities in the Township. The parties agree that all premises located within the service area of the Project will be served on an equal and ratable basis and no preference shall be given to one portion of the service area over any other portion of the service area. The parties agree that the Project will be operated in a manner which will assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

14. The County and the Township expressly agree that the County and the County Agency shall not be liable and the Township shall pay, indemnify and save the County and the County Agency harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction and installation of the Project, this contract, or the issuance, sale and delivery by the County of the Bonds. In connection with any proceeding brought about by reason of any such claim or demand, the Township shall also pay, indemnify and save the County and the County Agency harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County or the County Agency. Upon the entry of any final judgment or a final award by an arbitration panel against the County or the County Agency on any claim, action, demand, expense, damage or loss contemplated by this paragraph 14 and notwithstanding that the County or the County Agency has not paid the same, the Township shall be obligated to pay to the County or the County Agency, as the case may be, upon written demand therefor, the amount

thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County or the County Agency by reason of any such claims or demands, whether such claims or demands are groundless or not, the Township shall, upon written notice and demand from the County or the County Agency, resist and defend such action or proceeding on behalf of the County or the County Agency, as the case may be, but will not settle any such action or proceeding without the consent of the County or the County Agency, as the case may be. Notwithstanding the foregoing, nothing contained in this paragraph 14 shall be construed to indemnify or release the County or the County Agency against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's or the County Agency's employees, agents or representatives with respect to matters related to the ownership, acquisition or construction of the Project, this contract or the issuance, sale or delivery of the Bonds. This paragraph 14 shall not apply to a lawsuit instituted by the Township to enforce its rights under this contract.

15. ~~IF THE BONDS ARE NOT SOLD TO FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION~~

If the Bonds are not sold to finance the acquisition, construction and installation of the Project within three years from the date of this contract through no fault of the County or if the Project is abandoned for any reason, the Township shall pay all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project and the Township shall be entitled to all plans, specifications and other engineering data and materials. The provisions of this paragraph 15 may be waived or extended, either before or after the expiration of the three year period, by resolutions of the governing body of the Township and the Board of Commissioners of the County.

16. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract. The County Agency, prior to the submission of

County financial information to a rating agency, shall consult with the Controller/Administrator and the County Treasurer with respect to the accuracy of such information.

17. In the event that any one or more of the provisions of this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. The County and the Township recognize that the holders from time to time of the Bonds issued by the County under the provisions of Act 342, and secured by the full faith and credit pledge of the Township to the payment of the principal of and interest on the Bonds as set forth in this contract, will have contractual rights in this contract, and it is covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision that would affect adversely either the security for the Bonds or the prompt payment of the principal of or interest on the Bonds. The right to make changes in this contract, by amendment, supplemental contract or otherwise, nevertheless is reserved insofar as the same do not have such adverse affect. The Township and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth and will not suffer to be done any act that would in any way impair the Bonds, the security therefor or the prompt payment of the principal thereof and the interest thereon. It is declared that the terms of this contract, insofar as they pertain to the security of any Bonds, shall be deemed to be for the benefit of the holders of the Bonds.

19. This contract shall become effective after its execution by each party hereto and the expiration of 45 days after the date of publication of the notice required by Section 5b of Act 342; Provided, however, that if, within the 45-day period, a proper petition is filed with the

Township Clerk of the Township in accordance with the provisions of Section 5b of Act 342, this contract shall not become effective until approved by the vote of a majority of the electors of the Township qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Township is not in default hereunder and the principal, interest and bond service charges on the Bonds issued as hereinabove described are fully paid and discharged. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the County to finance the Project if it is unable to sell the Bonds to finance the same. This contract may be executed in any number of counterparts.

SPECIMEN

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF OTTAWA

By: Its Board of County Road Commissioners as
County Agency

By: _____

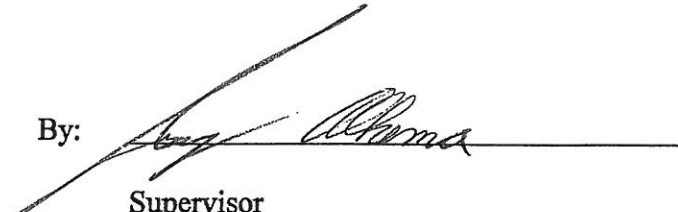
SPECIMEN

Chairman

And: _____

Secretary

CHARTER TOWNSHIP OF ALLENDALE

By:  _____

Supervisor

And:  _____

Township Clerk

BLOOMFIELD 9232-188 1193495v1

EXHIBIT A-1 PROJECT MAP

**BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF OTTAWA**

**ALLENDALE CHARTER TOWNSHIP
WASTEWATER TREATMENT SYSTEM 2012 IMPROVEMENTS PROJECT**

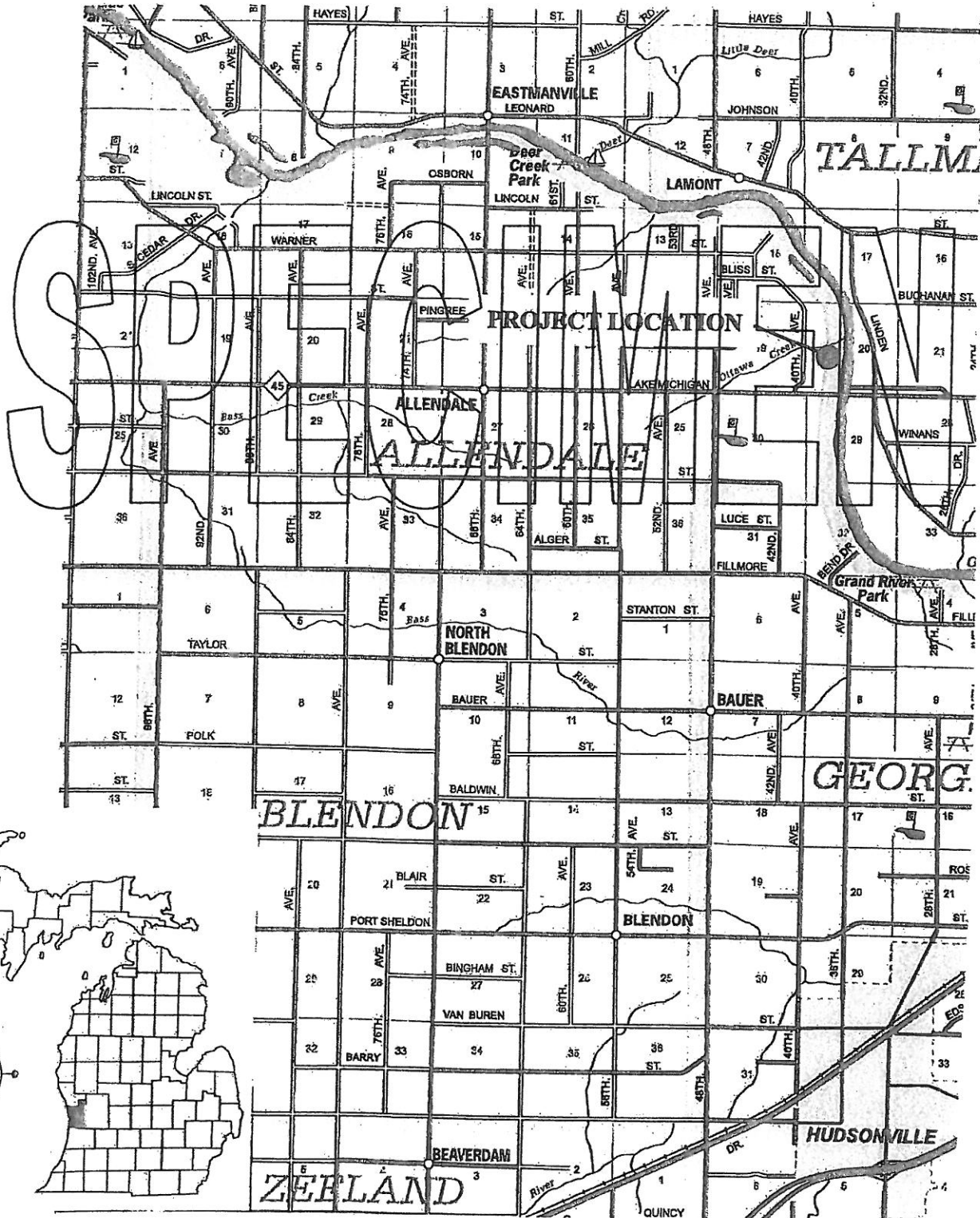


EXHIBIT A-2 PROJECT DESCRIPTION

BOARD OF COUNTY ROAD COMMISSIONERS COUNTY OF OTTAWA

ALLENDALE CHARTER TOWNSHIP WASTEWATER TREATMENT SYSTEM 2012 IMPROVEMENTS PROJECT

The purpose of the proposed project is to construct wastewater treatment plant improvements that will improve biosolids stabilization, provide odor control treatment, and purchase instrumentation & control equipment to improve system reliability.

The Project consists of the following primary components:

- Rehabilitating (2) existing 35' diameter, sloped-bottom sludge tanks for high-rate anaerobic digesters including raising the concrete wall height by 10', covering the 1st tank with a fixed steel cover and the 2nd tank with a floating gas-holding steel cover and adding internal piping to both tanks for suction draw-off (center bottom), mixing and biogas collection.
- Conversion of existing blower building (pump building) to house the mixing and sludge heating pumps, heat exchangers and biogas moisture and foam knock-out tanks.
- New boiler building to house biogas boiler and hydronic heating equipment.
- Gas control and safety equipment including biogas flare system to burn-off excess biogas not reused.
- Instrumentation and controls to integrate anaerobic digester system into existing WWTP SCADA system.
- Miscellaneous site improvements including pavement replacement, new sidewalks, grading and restoration.

EXHIBIT B PROJECT COST ESTIMATE

**BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF OTTAWA**

**ALLENDALE CHARTER TOWNSHIP
WASTEWATER TREATMENT SYSTEM 2012 IMPROVEMENTS PROJECT**

	Original Estimate	Revised Estimate * 7/24/2012
Construction Cost	\$2,170,000	\$2,489,887
Design Engineering	281,400	281,400
Construction Engineering	148,300	74,600
Planning Expense	39,966	44,600
User Charge System Development Cost	25,500	25,500
Legal & Financial Expenses	35,500	27,575
Administrative Expense	13,500	15,233
Contingency	162,910	178,281
Project Cost	\$2,877,076	\$3,137,076
Less S2 Grant (Planning & Design)	(307,076)	(307,076)
AMOUNT OF BONDS	\$2,570,000	\$2,830,000

The estimated useful life of the project is 20 years and upward.

* Post Bid & Consistent with SRF Program Submittals

3. AUTHORIZATION OF BONDS – PURPOSE. Subsequent to execution of the Contract by the parties thereto, bonds of the County aggregating the principal sum of not to exceed Two Million Eight Hundred Thirty Thousand Dollars (\$2,830,000) (the “Bonds”) shall be issued and sold pursuant to the provisions of Act 342, and other applicable statutory provisions, for the purpose of defraying part the cost of the Project.

4. BOND DETAILS. The Bonds shall be designated "Ottawa County Wastewater Treatment Bonds (Allendale Charter Township 2012 Improvements)"; shall be dated as of such date as approved by the Director of Utilities at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof (provided, however, that so long as the Bonds are registered in the name of the Authority, the Bonds may be in the form of a single bond in the denomination of \$2,830,000, or such lower amount as shall be approved by the Director of Utilities, with an exhibit attached thereto which identifies the annual maturities for the Bonds, and the references herein to “Bonds” shall mean that single bond registered in the name of the Authority); shall bear interest at a rate that shall not exceed 6% per annum from the date of delivery of the various principal installments as hereinafter described, payable on such dates as shall be determined by the Director of Utilities at the time of sale; and shall mature on such dates and in such years as shall be determined by the Director of Utilities at the time of sale.

The Bonds are expected to be delivered to the Authority as the initial purchaser thereof in installments (the “Installments”) equal to the amounts advanced from time to time by the Authority to the County pursuant to the Purchase Contract and the Supplemental Agreement (each as hereinafter defined).

5. PRIOR REDEMPTION. The Bonds may be subject to redemption prior to maturity only with the prior written consent of the Authority and upon such terms and conditions as may be required by the Authority.

6. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. So long as the Bonds are registered in the name of the Authority, the Bonds are payable as to principal, redemption premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan, or at such other place as shall be designated in writing to the County by the Authority (the "Authority's Depository"). So long as the Authority is the owner of the Bonds, the County agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Bonds in immediately available funds at least five business days prior to the date on which any such payment is due, whether by maturity, redemption or otherwise. If the Bonds are not registered in the name of the Authority, the principal of and premium, if any, on the Bonds are payable upon surrender thereof at the office of the bond registrar and paying agent and the interest is payable by check or draft mailed by the bond registrar and paying agent to the registered owner of the Bonds at the address appearing on the registration books of the County kept by the bond registrar and paying agent as of the 15th day of the month preceding the month in which an interest payment is due.

7. BOND REGISTRAR AND PAYING AGENT. Until a successor is appointed by the County Agency, the County Treasurer shall act as bond registrar and paying agent for the Bonds.

8. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a

facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price or upon compliance with the terms and conditions of the Purchase Contract. Additional Bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

9. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall

endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 6 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

10. FORM OF BONDS. The Bonds shall be in substantially the following form:

[Bond Form]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OTTAWA

OTTAWA COUNTY WASTEWATER TREATMENT BOND
(ALLENDALE CHARTER TOWNSHIP 2012 IMPROVEMENTS)

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE

See Exhibit A

Registered Owner:

Principal Amount:

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The County of Ottawa, State of Michigan (the "County"), acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as shall have been advanced to the County pursuant to a Purchase Contract between the County and the Michigan Finance Authority (the "Authority") and a Supplemental Agreement by and among the County, the Charter Township of Allendale (the "Township"), the Authority and the State of Michigan acting through the Department of Environmental Quality on the maturity dates and in the amounts set forth on Exhibit A attached hereto unless redeemed prior thereto as hereinafter provided, the final payment to be made upon presentation and surrender of this bond at the office of the County Treasurer, County of Ottawa, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below; and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest at the rate per annum specified above on such Principal Amount, to the extent advanced to the County pursuant to the Purchase Contract and the Supplemental Agreement until the County's obligation with respect to the payment of such Principal Amount is discharged. Interest is payable on the first days of April and October in each year, commencing on _____. Principal and interest are payable in lawful money of the United States of America.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the

“additional interest”) at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the County's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the County shall and hereby agrees to pay on demand only the County's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

During the time funds are being drawn down by the County under this bond, the Authority periodically will provide the County a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the County of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the “Resolution”) for the purpose of defraying part of the cost of acquiring and constructing sewage disposal system improvements to serve the Township. The bonds of this series are issued in anticipation of payments to be made by the Township in the aggregate principal amount of _____ Dollars (\$) pursuant to a contract between the County and the Township. The full faith and credit of the Township have been pledged to the prompt payment of the foregoing amount and the interest thereon as the same become due. As additional security the full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Township and the County to pay the principal of and interest on the bonds of this series are subject to constitutional tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be

authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

This bond may be subject to redemption prior to maturity at the option of the County only with the prior written consent of the Authority and upon such terms as may be required by the Authority. That portion of this bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan or at such other place as shall be designated in writing to the County by the Authority (the "Authority's Depository"); (b) the County agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the County's deposit by 12:00 noon on the scheduled day, the County shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment, and (c) written notice of any redemption of this bond shall be given by the County and received by the Authority's Depository at least 40 days prior to the date on which redemption is to be made.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ottawa, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF OTTAWA

By: _____

Its: Chairman, Board of Commissioners

[SEAL]

And: _____
Its: Clerk

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CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

Ottawa County Treasurer
Bond Registrar and Paying Agent

AUTHENTICATION DATE:

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ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

Signature(s) must be guaranteed by an eligible guarantor institution participating in a
Securities Transfer Association recognized signature guarantee program.

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EXHIBIT A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the bond to which this Exhibit A is attached (the "Bond") shall be made until the full amount advanced to the County is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the County and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the County by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the County.

The principal amounts and maturity dates applicable to the Bond are as follows:

MATURITY DATE PRINCIPAL MATURITY

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END OF BOND FORM

11. SECURITY. The Bonds shall be issued in anticipation of payments to be made by the Township pursuant to the Contract. The Bonds shall be secured primarily by the full faith and credit pledge made by the Township in the Contract pursuant to the authorization contained in Act 342. As additional and secondary security the full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If the Township shall fail to make a payment to the County which is sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. Taxes imposed by the County shall be subject to constitutional limitations.

12. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, or any portion thereof, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds, and the owners of the Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on such Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

13. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the purchaser of the Bonds at the time of delivery of the same. All payments received from the Township pursuant to the Contract are pledged for payment of the

principal of and interest on the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund.

14. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds shall be set aside in a construction fund for the Project and used to defray part of the cost of the Project in accordance with the provisions of the Contract.

15. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and, if necessary, the Director of Utilities is authorized and directed to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this Bond Resolution.

16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a private, negotiated sale to the Authority, as authorized by Act 227. The sale shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") and the Director of Utilities is authorized to execute and deliver the Purchase Contract and the Supplemental Agreement in such form as shall be approved by the Director of Utilities at the time of sale. In addition, the Board of County Road Commissioners, the Director of Utilities and other appropriate County officials are authorized to execute and deliver to the Authority an Issuer's Certificate and such other certificates or documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Bond Resolution.

17. REPLACEMENT OF BONDS. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with

applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant the provisions of this Section 17 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

18. TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Board of County Road Commissioners, the Director of Utilities and other appropriate County officials are authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

19. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

COUNTY OF OTTAWA

By: _____
Phillip Kuyers, Chairperson
Board of Commissioners

By: _____
Daniel C. Krueger, County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on _____, 2012, 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.

Clerk
County of Ottawa