

Agenda
Planning and Policy Committee
West Olive Administration Building – Conference Room F
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, October 11, 2018
9:00 AM

Public Comment:

Consent Items:

1. Approval of the Agenda
2. Approval of the minutes from the [August 9, 2018](#) Planning and Policy Committee meeting.

Action Items:

1. [Bids for Ottawa Beach Marina Construction](#)
Suggested Motion:
To receive and forward to the Board of Commissioners bids for marina construction at Historic Ottawa Beach and accept the low bid from Apex Contractors Inc. in the amount \$1,949,000 with funding from the Parks & Recreation budget.
2. [Boating Infrastructure Grant Agreement – Ottawa Beach Marina](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Waterways Grant agreement with the Parks and Recreation Division of the Michigan Department of Natural Resources to secure federal Boating Infrastructure Grant funding for the Historic Ottawa Beach marina project with matching funds from the Parks and Recreation Budget and other sources.
3. [Accessible Kayak Launch Grant](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the request to authorize Park staff to sign the grant agreement with the Coastal Zone Management (CZM) Program through the Michigan Department of Environmental Quality Office of the Great Lakes for the Historic Ottawa Beach Accessible Kayak Launch project with funding from the Parks and Recreation Budget.
4. [Revised Policies](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the revised Enhanced Access to Public Records Policy, Internet Use Policy, Portable Devices Policy, Remote Access and Application Service Provider Policy and Wireless Access Policy for review and comment.

Discussion Items:

1. [Ottawa County Energy Savings](#), Mark Slabaugh, JCI
2. Closed Session to Discuss Property Acquisition Pursuant to OMA Section 8d
Suggested Motion:
To go into closed session for the purpose of discussing property acquisition pursuant to OMA Section 8d.
(2/3 roll call vote required)
3. [Policies with Procedural Updates](#)
4. Legislative Issues
 - a. Current Legislative Priorities

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

PLANNING AND POLICY COMMITTEE

Proposed Minutes

DATE: August 9, 2018

TIME: 9:00 a.m.

PLACE: Fillmore Street Complex

PRESENT: Michael Haverdink, Donald Disselkoen, Kelly Kuiper, Philip Kuyers

ABSENT: Frank Garcia

STAFF & GUESTS: Alan Vanderberg, Administrator, John Shay, Deputy County Administrator; Sharla Seath, Fiscal Services; John Scholtz, Parks & Recreation Director; Sherri Sayles, Chief Deputy Clerk

SUBJECT: CONSENT ITEMS

Approved by consent the agenda of today as presented and amended adding Action Item #3 – Ottawa County Central Dispatch NextGen Selective Router Resolution and approved the minutes from the July 12, 2018 meeting as presented.

SUBJECT: HAGER RENTAL BUILDING ROOF

PP 18-048 Motion: To receive and forward to the Board of Commissioners bids for roof repairs to the Hager Park rental building and accept the low bid from Pel Construction LLC in the amount of \$79,613.20 with funding from the Parks & Recreation budget.

Moved by: Donald Disselkoen

UNANIMOUS

SUBJECT: 2019 CAPITAL IMPROVEMENT PLAN

PP 18-049 Motion: To approve and forward to the Finance & Administration Committee the 2019-2024 Capital Improvement Plan.

Moved by: Donald Disselkoen

UNANIMOUS

SUBJECT: OTTAWA COUNTY CENTRAL DISPATCH NEXTGEN SELECTIVE ROUTER RESOLUTION

PP 18-050 Motion: To approve and forward to the Board of Commissioners a Resolution establishing an Administrative Finding that Peninsula Fiber Network, LLC and or its affiliate PFN NextGen 911 Services LLC, shall be the primary 9-1-1 service supplier, employing a common network that enables all other service suppliers within the 911 Plan's Service District to be selectively routed and otherwise access the 9-1-1 system and the primary PSAPs identified in the Plan.

Moved by: Michael Haverdink

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Closed Session to Discuss Property Acquisition Pursuant to OMA Section 8d

PP 18-051 Motion: To go into Closed Session at 9:21 am for the purpose of discussing property acquisition pursuant to OMA Section 8d. (2/3 roll call vote required)
Moved by: Michael Haverdink UNANIMOUS

Roll call vote: Yeas: Donald Disselkoen, Michael Haverdink, Kelly Kuiper, Philip Kuyers.
(4)

PP 18-052 Motion: To rise from Closed Session at 9:34 am.
Moved by: Donald Disselkoen UNANIMOUS

2. Legislative Issues

- a. Current Legislative Priorities – The Administrator handed out and briefly discussed the August 2018 Current Legislative Priorities.

SUBJECT: ADJOURNMENT

PP 18-053 Motion: To adjourn at 9:53 am.
Moved by: Donald Disselkoen UNANIMOUS

Action Request



Committee: Planning and Policy Committee

Meeting Date: 10/11/2018

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Bids for Ottawa Beach Marina Construction

Suggested Motion:

To receive and forward to the Board of Commissioners bids for marina construction at Historic Ottawa Beach and accept the low bid from Apex Contractors Inc. in the amount \$1,949,000.00 with funding from the Parks & Recreation budget.

Summary of Request:

The Ottawa County Parks & Recreation Commission (OCPRC) has solicited bids for services to construct a new marina at Historic Ottawa Beach. This work will occur in the area currently leased to Parkside Marina and includes all new permanent seasonal and transient docks with utilities, a new boater services building with public restroom, paved waterfront walkway with amenities, and new parking. An additional project to be bid at a later date will add facilities for launching canoes and kayaks.

Construction of this facility is the final step in a multi-year planning process to better utilize this area for public enjoyment while continuing use by recreational boaters and will complete the master plan for the waterfront area. Several grants including those from the federal Boating Infrastructure Grant program (BIG), the Michigan Natural Resources Trust Fund (MNRTF), and the Michigan Coastal Zone Management Program (CZM) will be used to supplement Parks funds, plus funds from Park Township for a waterfront plaza area. Additional funds for the marina facilities will be secured with bonds to be paid back with marina revenues.

Financial Information:

Total Cost: \$1,949,000.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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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: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: October 1, 2018

To: Ottawa County Board of Commissioners

From: John Scholtz, Parks and Recreation Director

RE: Bids for Ottawa Beach Marina Construction

The Ottawa County Parks & Recreation Commission (OCPRC) has solicited bids for services to construct a new marina at Historic Ottawa Beach. This work will occur in the area currently leased to Parkside Marina and includes all new permanent seasonal and transient docks with utilities, a new boater services building with public restroom, paved waterfront walkway with amenities, and new parking. An additional project to be bid at a later date will add facilities for launching canoes and kayaks.

Construction of this facility is the final step in a multi-year planning process to better utilize this area for public enjoyment while continuing use by recreational boaters and will complete the master plan for the waterfront area. Several grants including those from the federal Boating Infrastructure Grant program (BIG), the Michigan Natural Resources Trust Fund (MNRTF), and the Michigan Coastal Management Program (CZM) will be used to supplement Parks funds, plus funds from Park Township for a waterfront plaza area. Additional funds for the marina facilities will be secured with bonds to be paid back with marina revenues.

Proposed motion:

To receive bids for marina construction at Historic Ottawa Beach and accept the low bid from Apex Contractors Inc. in the amount \$1,949,000 with funding from the Parks & Recreation budget.

This request relates to a non-mandated activity and supports Goal #3 “To contribute to a healthy physical, economic and community environment,” and Goal #4 “To continually improve the County’s organization and services.”



**Ottawa County Parks &
Recreation Commission**

12220 Fillmore
West Olive, Michigan 49460

Proposal Tabulation

**Historic Ottawa Beach Waterfront Improvements
(Marina Renovations)
September 28, 2018**

COMPANY (BIDDER)	Addendum	Bond	BASE BID	COMMENTS
Apex Contractors, Inc.	x	x	\$1,949,000.00	Low Bid
Denny's Excavating, Inc.	x	x	\$2,171,758.40	

Action Request



Committee: Planning and Policy Committee

Meeting Date: 10/11/2018

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Boating Infrastructure Grant Agreement – Ottawa Beach Marina

Suggested Motion:

To approve and forward to the Board of Commissioners the Waterways Grant agreement with the Parks and Recreation Division of the Michigan Department of Natural Resources to secure federal Boating Infrastructure Grant funding for the Historic Ottawa Beach marina project with matching funds from the Parks and Recreation Budget and other sources.

Summary of Request:

The Boating Infrastructure Grant program (BIG) for construction of transient boating facilities at Historic Ottawa Beach is funded by the United States Fish and Wildlife Service and is federal money funneled through the State of Michigan's Parks and Recreation Division – specifically its Waterways program. Our grant proposal for \$642,917 in federal funding was submitted to the DNR, and it secured the grant through the federal agency. We now need to enter into a third-party grant agreement with the DNR to facilitate the flow of funding to the County.

We have been told that the attached grant agreement is a draft at this point but we can proceed to approve the wording and intent while final modifications are made with the assumption those changes will be cosmetic in nature.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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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: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: October 1, 2018
To: Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: BIG Grant Agreement – Ottawa Beach Marina

The Boating Infrastructure Grant Program (BIGP) for construction of transient boating facilities at Historic Ottawa Beach is funded by the United States Fish and Wildlife Service and is federal money funneled through the State of Michigan's Parks and Recreation Division – specifically their Waterways program. Our grant proposal for \$642,917 in federal funding was submitted to the DNR and they secured the grant through the federal agency. We now need to enter into a third-party grant agreement with the DNR to facilitate the flow of funding to the County.

We have been told that the attached grant agreement is a draft at this point but we can proceed to approve the wording and intent while final modifications are made with the assumption those changes will be cosmetic in nature.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Waterways Grant agreement with the Parks and Recreation Division of the Michigan Department of Natural Resources to secure federal Boating Infrastructure Grant funding for the Historic Ottawa Beach marina project with matching funds from the Parks and Recreation Budget and other sources.

This request relates to a non-mandated activity and supports Goal #3 “To contribute to a healthy physical, economic and community environment,” and Goal #4 “To continually improve the County’s organization and services.”

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2018, between Ottawa County Parks and Recreation, OTTAWA COUNTY, MICHIGAN (the "County") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the County is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the County has asked for the Department to assist the County in the construction of a docking facility for twenty-six (26) transient recreational boat slips, a boater services building, dockside utilities including Wi-Fi, electricity, water, and pump-out services at the Ottawa Beach Marina (the "facilities");

WHEREAS, the Department is willing to assist the County with construction of the facilities, which are estimated to cost One Million Three Hundred Fourteen Thousand Seven Hundred Fifty-nine dollars (\$1,314,759.00), inclusive of the project management and estimated minimum Federal audit fees, with the Department agreeing to pay approximately 49% of the estimated cost, but not to exceed Six Hundred Forty-two Thousand Nine Hundred Seventeen dollars (\$642,917.00).

WHEREAS, the Department is acting as the administrator of the funding of the Federal Boating Infrastructure Grant Program (BIGP) program which consists of all Federal funds.

WHEREAS, the County accepts that since the facility being constructed is not a Department Grant-In-aid Facility (G.I.A.) and it is not eligible for additional Waterway Grants from the State.

WHEREAS, the words "plans and specifications" shall mean the plans and specifications developed for the County for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the Parties agree as follows:

1. The Department shall:
 - (a) grant to the County a sum of Federal money identified above.

- (b) release funds for reimbursement according to the following:

Acceptance by the County of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and County, and receipt of payment reimbursement requests.

The final ten percent (10%) shall be paid upon completion of work and receipt of progress payment requests from the contractor that is approved for payment by the designated project manager. The final ten percent (10%) of State funds shall be paid upon completion of the project and sixty (60) days after receipt of project cost documentation to the Department by the County or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

- (c) make available to the County the resources and the experience of the Department gained from operating similar boating projects.
- (d) provide for the routine inspection of the facilities, including all equipment and buildings.

2. Prior to and during Construction the County shall:

- (a) immediately appropriate the sum of Six Hundred Seventy-one Thousand Eight Hundred Forty-two dollars (\$671,842.00) for the project, which represents approximately Fifty-one (51) percent (51%) of the total cost of the project work called for by this Agreement.
- (b) provide any additional funds needed to complete the project.
- (c) construct the facilities to the satisfaction of the Department, and provide the funds, services, and materials necessary to satisfy the requirements of this Agreement.
- (d) ensure there are no deviations from the plans and specifications without the expressed written consent of the Department; and acknowledges that proceeding with any unauthorized changes shall result in the work being excluded from fund eligibility.

- (e) provide a final set of “as built” plans, shall be submitted to the Department in a format acceptable to the Department, upon completion of the project.
- (f) use all funds solely for the conduct and completion of the project work within three (3) years from the date of this Agreement.
- (g) maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times.
- (h) retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.
- (i) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid.
- (j) require the final engineering drawings to provide, or conduct, soil boring data for any projects below the waterline.
- (k) ensure Department approval of all change orders before being initiated.
- (l) ensure there is a Department representative on the selection panel for all contracts.
- (m) require that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes.
- (n) require that facilities comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.*
- (o) submit an annual written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined.
- (p) pay 105% of the cost of the project work, if the Department determines the County has failed to correct any safety issues.
- (q) construct the facilities authorized, under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.
- (r) certify to the best of its knowledge and belief that the County and any principal, agent, contractor, and subcontractor of the County:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal agency.
 - 2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.
 - 3) have not been, or presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.
 - 4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.
 - 5) comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.
3. After the Project is completed, the County shall:
- (a) establish or assign a competent and proper agency of the County to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.
 - (b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective.
 - (c) ensure that any fee schedule adopted by the County shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation.
 - (d) not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing.

- (e) with the Department's approval, separately accounted for and reserved in a restricted fund by the County for the future maintenance or expansion of the facility or for the construction of other recreational boating facilities any net revenues accruing from the operation.
 - (f) not request more than once annually, approval to vary from the fee rates set by the Michigan State Waterways Commission.
 - (g) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the County.
 - (h) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.
 - (i) hold the State of Michigan and the Department harmless from damages or any suits brought against the County due to construction, maintenance or operation of the facilities.
 - (j) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the County and the Department. The size, color, and design of these signs shall be approved by the Department before being constructed.
 - (k) adopt the ordinances or resolutions as required to effectuate this Agreement and, before the effective dates, forward certified copies to the Department.
 - (l) participate in the State Harbor Reservation System for the life of facilities.
4. The grant obligations of this Agreement shall be in effect for the life of the facility which shall be a minimum of twenty-years (20) from the late grant awarded.
 5. The County may request from the Department a release from the grant obligations of this Agreement after twenty-years (20) from date of last executed grant agreement.
 6. The County shall comply with all State and Federal statutes applicable to the facilities.
 7. The County must submit all reports, documents, or actions required by this Agreement to the Chief of the Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909.
 8. The County must submit invoices for reimbursement within ninety (90) days of invoice date.

9. Nothing in this Agreement shall be in any way construed to impose any obligation of any nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.
10. Unless otherwise authorized in writing by the Department, the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be available for use and/or rental to transient recreational watercraft users, daily, exclusively by the County.
11. Commercial operations of any type shall not be permitted without the prior written approval of both the County and the Department.
12. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.
13. In connection with this Agreement, the County shall:
 - (a) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The County agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.
 - (b) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective

bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

14. The County represents that it possesses a good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.
15. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the County without the Department's prior written approval.
16. Any failure by the County to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected.
17. A material breach of this Agreement by the County shall entitle the Department to the following options:
 - (a) To purchase the facilities and the right of access over County property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the County, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the County shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over County property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the County shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

- (b) To accept from the County a sum equal to the total financial contribution made for the construction or maintenance of the facilities.

- 18. The County shall be responsible for any and all costs associated with a violation of or termination of this Agreement.
- 19. The County understands that a violation or termination of this Agreement may preclude it from being eligible for future grants.
- 20. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.
- 21. The Department's rights under this Agreement shall continue in perpetuity or until the Department releases the grant obligations.
- 22. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- 23. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.
- 24. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

COUNTY OF OTTAWA

By: _____
Gregory J. DeJong, Chairperson
Ottawa County Board of Commissioners

WITNESSES:

COUNTY OF OTTAWA

By: _____
Justin F. Roebuck, Its Clerk/Register,
Ottawa County Board of Commissioners

MICHIGAN DEPARTMENT OF

NATURAL RESOURCES

By: _____
Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the County of Ottawa, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the County agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Six Hundred Seventy-one Thousand Eight Hundred Forty-two dollars (\$671,842.00) to match the Six Hundred Forty-two Thousand Nine Hundred Seventeen dollars (\$642,917.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the County pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws have been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF OTTAWA)

I, Justin F. Roebuck, Clerk of the County of Ottawa, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the County Board at a meeting held _____, 2018

Dated: _____

Justin F. Roebuck, Its Clerk/Register,
Ottawa County Board of Commissioners

Action Request



Committee: Planning and Policy Committee

Meeting Date: 10/11/2018

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Accessible Kayak Launch Grant

Suggested Motion:

To approve and forward to the Board of Commissioners the request to authorize Park staff to sign the grant agreement with the Coastal Zone Management (CZM) Program through the Michigan Department of Environmental Quality Office of the Great Lakes for the Historic Ottawa Beach Accessible Kayak Launch project with funding from the Parks and Recreation Budget.

Summary of Request:

After several delays at the federal level, Park staff was recently notified that the County's grant application for funding of a kayak launch and related facilities at Historic Ottawa Beach has been approved. This project includes an accessible floating kayak launch, kayak rack, parking, walkways, and signage to be incorporated into the Ottawa Beach Marina Reconstruction project. The grant funds 50% of the estimated \$128,000 project.

The granting agency has prepared a standard agreement to be approved by the County before additional work can be completed and funds expended.

Financial Information:

Total Cost: \$128,000.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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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: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: October 1, 2018

To: Ottawa County Board of Commissioners

From: John Scholtz, Parks and Recreation Director

RE: Accessible Kayak Launch Grant

After several delays at the federal level, park staff was recently notified that the County's grant application for funding of a kayak launch and related facilities at Historic Ottawa Beach has been approved. This project includes an accessible floating kayak launch, kayak rack, parking, walkways, and signage to be incorporated into the Ottawa Beach Marina Reconstruction project. The grant funds 50% of the estimated \$128,000 project.

The granting agency has prepared a standard agreement to be approved by the County before additional work can be completed and funds expended.

Proposed motion:

To approve and authorize Park staff to sign the grant agreement with the Coastal Zone Management (CZM) Program through the Michigan Department of Environmental Quality Office of the Great Lakes for the Historic Ottawa Beach Accessible Kayak Launch project with funding from the Parks and Recreation Budget.

This request relates to a non-mandated activity and supports Goal #3 "To contribute to a healthy physical, economic and community environment," and Goal #4 "To continually improve the County's organization and services."



**MICHIGAN COASTAL ZONE MANAGEMENT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
AND OTTAWA COUNTY PARKS AND RECREATION**

This Grant Agreement ("Agreement") is made between the Michigan Department of Natural Resources, (DNR), **Office of the Great Lakes** ("State"), and **Ottawa County Parks and Recreation** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Coastal Zone Management Act of 1972, as amended, P.L. 109-58 (16 U.S.C. 1451-1465 "Federal Act"). Legislative appropriation of funds for grant assistance is set forth in Public Act number **268 of 2016**. This Agreement is subject to the terms and conditions specified herein.

Project Name: Historic Ottawa Beach Accessible Kayak Launch Project #: 17-WT-006
 Amount of grant: \$64,000 % of grant state \$0 / % of grant federal 100
 Amount of match: \$64,000 = 50% PROJECT TOTAL: \$128,000 (grant plus match)
 Start Date: October 1, 2018 End Date: June 30, 2019

GRANTEE CONTACT:

Curtis TerHaar, Coordinator of Park Planning & Development

Name/Title

Ottawa County Parks and Recreation

Organization

12220 Fillmore Street, Suite 267

Address

West Olive, Michigan 49460

Address

616-738-4809

Telephone number

Vendor ID Address ID

abodbyl-mast@miottawa.org

E-mail address

38-6004883

Federal ID number

085899011

Grantee DUNS number

STATE'S CONTACT:

Weston Hillier, Public Access Coordinator

Name/Title

DNR, Office of the Great Lakes

Division/Bureau/Office

525 West Allegan, P.O. Box 30028

Address

Lansing, Michigan 48909-7528

Address

517-284-5038

Telephone number

517-335-4053

Fax number

hillierw@mi.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Curtis TerHaar, Coordinator of Park Planning & Development
Ottawa County Parks and Recreation

Name/Title

Date

FOR THE STATE:

Signature

Jon W. Allan, Director, Office of the Great Lakes

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31, 2018	January 31, 2019
January 1 – March 31, 2019	April 30, 2019
April 1 – June 30, 2019	July 31, 2019

The forms provided by the State, and also available on website at www.michigan.gov/coastalmanagement, shall be submitted to the State's contact at the address on page 1. The financial report shall specify total expenditures for the quarterly period and the cumulative totals to date. All required supporting documentation (invoices, proof of payment, etc.) for grant and match expenses incurred must be included with the reports.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide two copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Coastal Zone Management Program, OGL, DNR, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State

does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized

representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 25 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall

be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving

stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.

- c. Convicted under State or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DNR project administrator. Monitoring conducted prior to final DNR approval of the QAPP will not be reimbursed.

XXIV. FEDERAL FUNDING REQUIREMENTS

A maximum of 100 % of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Coastal Zone Management Administration Awards and the CFDA number is 11.419. The federal grant number is NA16NOS4190158, and this grant is funded with Federal funds from the National Oceanic and Atmospheric Administration, United States Department of Commerce. By accepting this contract, the grantee agrees to comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to the following:

(A) Grantees expending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a) This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Natural Resources, at the following address:

Michigan Department of Natural Resources
Finance and Operations
P.O. Box 30028
Lansing, Michigan 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038--00.html.)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Historic Preservation

Any project directed toward historic preservation will include timely consultation with the State Historic Preservation Office (SHPO), Department of History, Arts, and Libraries. Agreements will

not be awarded before adequate consultation with this agency. No construction or repair work will be performed prior to obtaining clearance from SHPO concerning possible effects to archeological or historic resources.

For projects not primarily aimed at historic preservation, federal and state agencies, principally the State Historic Preservation Officer, may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the Project Manager, the Grantee for such a project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

(D) Availability to Users

Projects developed for public use with assistance from this Agreement shall be open to entry and use by all persons, regardless of race, color, religion, sex or national origin, who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems is prohibited, except to the extent that differences in admission or other fees may be maintained on the basis of residence where local contributions to the project make such differences reasonable.

(E) Obligation of Grant Funds

Grant funds may not, without advance written approval of the Project Manager, be obligated prior to the effective date or subsequent to the end date of this Agreement. Obligations outstanding as of the end date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the Agreement period, except that reasonable costs associated with the Agreement closeout, e.g., final reports, may be incurred within a short time after the end date.

(F) Bonds

Contractors/subcontractors performing construction work costing \$1000 (one thousand dollars) or more shall furnish, in acceptable form, surety bonds in the amount of 100 percent of their respective contract sums under this agreement. These bonds will be security for faithful performance of this contract or subcontracts there under, and for payment of all persons performing labor and furnishing material in connection with this contract or subcontract there under. The agency receiving a subgrant under this agreement will secure evidence (e.g., a letter of certification from a reputable bonding company) that its construction contractors/subcontractors have obtained such bonds which will remain in effect for the duration of the project, or will otherwise arranged for an equally effective performance bond. The State will not pay any charge for such bonds additional to the face value of this contract/subgrant agreement.

(G) Guarantee

The public/nonprofit agency responsible for this project shall require each construction contractor/ subcontractor to furnish a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the public/nonpublic agency responsible. Construction contractors and subcontractors shall provide such guarantees.

(H) Inspection

Construction contractors and subcontractors shall at all times permit and facilitate inspection of the work by appropriate representatives of the public/nonprofit agency responsible for the project and the State. Agencies responsible for projects shall include this requirement in all construction contracts and subcontracts.

(I) Operation and Maintenance

The subgrantee assures that property developed with assistance from this agreement will be kept reasonably safe, clean and sanitary. Structures and improvements (trails, boardwalks, etc.) shall be kept in reasonable repair throughout their estimated lifetime.

(J) Unemployment Claims

The Grantee is liable for any valid unemployment compensation claims. No unemployment compensations claims will be paid from this Agreement. This provision does not prohibit standard allocations to unemployment compensation funds as part of the approved indirect cost/fringe benefit arrangements.

(K) Flood Insurance Requirements

Funds from this Agreement will not be used to assist the construction or acquisition in identified flood hazard areas for which the appropriate governmental unit has failed to comply with flood insurance purchase requirements under Sections 102(2) of the Flood Disaster Protection Act of 1973 (public Law 93-234), approved December 31, 1976.

XXV. PROGRAM GENERAL PROVISIONS

(A) Grant Acknowledgement

All project deliverables must acknowledge financial assistance of the Michigan Coastal Zone Management Program and the NOAA.

(1) This grant acknowledgement will include the OGL, DNR, and the NOAA logos to be provided by the State and the following (or other mutually agreed upon) language: "Financial assistance for this project was provided, in part, by the Michigan Coastal Zone Management Program, Office of the Great Lakes, Department of Natural Resources, under the National Coastal Zone Management Program, through a grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce."

(2) A view disclaimer is required for reports/videos in addition to the DNR and the NOAA logos and financial acknowledgment language listed in the above paragraph. The view disclaimer shall include the following language: "The statements, findings, conclusions, and recommendation in this (report/video) are those of the (Grantee) and do not necessarily reflect the views of the Department of Natural Resources and the National Oceanic and Atmospheric Administration."

(3) For press releases, newsletters, newspaper articles, graphic displays meant for public presentations and in other public forums, the DNR and the NOAA logos are not required; however, the funding source will be listed as the “Michigan Coastal Zone Management Program, Office of the Great Lakes, Department of Natural Resources and the National Oceanic and Atmospheric Administration.”

(4) The cover of the title page of, or other prominent place within, all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites/web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

(B) Extensions

In accordance with Section III - Changes, page 2 of this agreement, the Grantee shall submit to the State, for review and approval, written extension requests no less than 45 days prior to the end date of the Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(C) Geospatial Data

All geospatial data collected and/or produced for the purposes of this grant and put into a GIS layer must be provided, along with associated metadata (requirements described below), to the Coastal Zone Management Program on a CD, DVD, or portable hard drive in ESRI's ArcGIS format (shapefile including appropriate projection file or geodatabase).

Grantee shall provide relevant information (e.g. expected dates of data collection, type of collection, flight lines, etc.) on the collection or production of geospatial data (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), to the State Contact as early as practicable and before data collection commences.

Grantee shall ensure the data and the planned acquisition activities are registered in Geospatial Platform (geodata.gov) and comply with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: http://www.whitehouse.gov/omb/circulars/a016/a016_rev.html. The grantee shall document all new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA, if requested. Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable. To the greatest extent practicable, the recipient shall also, prior to the conclusion of the award, make the data collected publicly accessible online, except where limited by law, regulation, policy, or security requirements.

In accordance with the NOAA Data Sharing Policy, the Grantee shall ensure the geospatial data and information collected and or created under this contract will be made visible, accessible and independently to users, free of charge or at minimal cost. Information shall be made available in a timely manner and typically no later than two years after the data or information is collected or created except when limited by law, regulation, policy, or by security requirements.

(D) Prevent Spread of Invasive Species

The Grantee shall ensure that any field work conducted for this project, including construction activities, survey(s), educational, training or volunteer programs/activities will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and to minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(E) Low-Cost Construction/306A Provisions

This low-cost construction project shall be located on public land and open to the general public free of charge. If the property or elements constructed under this grant are leased or sold out of public ownership or are used for purposes other than public use, the Grantee shall reimburse the State for grant funds received for the project.

Required permits (local, state, tribal, and federal) shall be submitted to the State Contact before any earth movement can commence on any aspects of the low-cost construction project.

State Historic Preservation Officer's Clearance must be received by the CZM Program before work can commence on all construction projects.

By affixing their signature to this Agreement, the Grantee accepts the responsibility for maintaining, in serviceable condition, the items constructed with the funds jointly provided by the State and the Grantee for a minimum of 20 years from the end date of this Agreement.

A sign provided by the State shall be erected at the site during construction and permanently installed at the site indicating that the project is being funded under a grant from the Michigan Coastal Zone Management Program, Department of Natural Resources and the National Oceanic and Atmospheric Administration.

(F) Compensation

Grant payments will be made quarterly on a costs-incurred only basis. Estimates of costs will not be accepted. The following is required when requesting a grant payment for incurred costs:

- A cover letter specifying the dollar amount
- Corresponding progress and financial reports for that quarter
- Copies of supporting documentation for grant and match expenses (invoices and receipts or other supporting documentation) for that quarter.

(G) Final Quarter Report Requirements:

Grantee shall submit to the State the Final Quarter Report no later than 30 days past the end date of the Contract.

The Final Quarter Report shall include:

- COVER letter from the Grantee requesting final payment, and specify the dollar amount.
- ONE copy of a detailed narrative that describes all project tasks performed, including any special considerations or problems encountered according to a form and format prescribed by the state.

- ONE progress report showing completion of all project tasks.
- ONE financial report showing all grant and match expenditures
- ONE copy of invoices, receipts, or other documentation for grant and match expenditures incurred on the project.
- TWO SETS of color photographs depicting the work completed before and after on the project. In addition, one photograph of the MCZMP permanent project sign installed at the project site.

All final products and deliverables shall be submitted to the state as hard copy and digitally on two CD/DVDs. E-mail submissions will not be accepted.

APPENDIX A

SECTION I: PROJECT DESCRIPTION

To support regional trails and to provide barrier-free public access to coastal waters, Ottawa County Parks and Recreation will develop an access site on the Lake Macatawa Water Trail at Historic Ottawa Beach Park. The development of this access site will also benefit the Lake Michigan Water Trail, which is a short paddle or portage away. Access site improvements include the installation of an accessible kayak launch, kayak rack, walkways, benches, signage, and limited accessible parking spaces. A newly developed, water-based outdoor recreation asset will advance Holland as a coastal destination and supplement the areas very populate outdoor recreational corridor.

SECTION II: PROJECT TASKS AND SCHEDULE

Tasks	Oct- Dec 2018	Jan- Mar 2019	April- June 2019	Work Products / Performance Metrics
1) Finalize site plans, erect temporary 306A acknowledgement sign, and secure required permit(s).	X			Final site plans; Photo of temporary 306A acknowledgement sign; Copy of required permit(s).
2) Request bids for contractual services. Select contractor(s).	X	X		Award letter; Contractor Qualification Form(s).
3) Prepare site. Construct shoreline infrastructure, walkways, and accessible parking.		X	X	Site prepped; Walkways, accessible parking, and shoreline stabilization constructed; Photos.
4) Install accessible kayak launch, kayak rack, benches, signage, and other site amenities.			X	Accessible kayak launch, kayak rack, benches, signage, and other site amenities installed; Photos.
5) Conduct opening celebration. Erect permanent 306A acknowledgment sign.			X	Opening celebration hosted; Permanent 306A acknowledgement sign erected; Photos.
6) Submit quarterly progress and financial reports to State Contact no later than 30-days past end of each quarter date.	X	X	X	Quarterly reports and reimbursement requests.

7) Submit final project deliverables to State Contact no later than 30-days past the contract end date.			X	All work products listed above; Final Quarter Report with narrative.
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Be advised that in the event that no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

SECTION III: PROJECT BUDGET

See Attached Project Budget form.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 10/11/2018

Requesting Department: Administration

Submitted By: Misty Cunningham

Agenda Item: Revised Policies

Suggested Motion:

To approve and forward to the Board of Commissioners the revised Enhanced Access to Public Records Policy, Internet Use Policy, Portable Devices Policy, Remote Access and Application Service Provider Policy and Wireless Access Policy for review and comment.

Summary of Request:

County policies require periodic review and updates. Policies with changes to the policy section must go to the Board of Commissioners for approval.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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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: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan S. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:



Ottawa County

ENHANCED ACCESS TO PUBLIC RECORDS AND FEES

I. POLICY

This policy is adopted pursuant to the authority of Section 3(5) of the "Enhanced Access to Public Records Act," Act 462 of the Public Acts of 1996, MCLA 15.441 et seq., as amended. The purpose of the Policy is: 1) to establish the definitions and operational provisions for a policy on enhanced access to public records, 2) to authorize the establishment of a fee schedule and to establish conditions for its waiver, and 3) to set forth a disclaimer as to all express and implied warranties regarding the access to or the use of public records for which enhanced access is provided.

A. Definitions

1. "Enhanced access" means a public record's immediate availability for public inspection, purchase, or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.
2. "Geographical Information System" means an informational unit or network capable of producing data, documents, images, applications, and customized maps based upon a digital representation of geographical data.
3. "Operating expenses" include, but are not limited to, the direct cost of purchasing, creating, compiling, storing, maintaining, processing, upgrading, or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, systems development, employee time, and the actual cost of supplying the information or record in the form requested by the purchaser.
4. "Person" means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCLA 15.231 et seq., as amended.
5. "Public Body" means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCLA 15.231 et seq., as amended.
6. "Public Record" means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCLA 15.231 et seq., as amended.
7. "Reasonable fee" means a charge calculated to enable Ottawa County to recover over time those operating expenses directly related to the cost of providing enhanced access.



Ottawa County

8. "Software" means that term as defined in Section 2 of the Enhanced Access to Public Records Act, Act No. 462 of the Public Acts of 1996, MCLA 15.441 et seq., as amended.

II. STATUTORY REFERENCES

MCLA 15.441 et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted on:

Board of Commissioners Resolution Number and Policy Adoption Date: January 25, 2000
BC 00-038 & BC 00-039

Board of Commissioner Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning & Policy Committee: August 14, 2014

Last Review by Internal Policy Review Team: October 5, 2016



Ottawa County

IV. PROCEDURE

- A. Pursuant to the provisions of the Enhanced Access to Public Records Act, Ottawa County may provide enhanced access for the inspection, copying, or purchasing of a public record that is not confidential or otherwise exempt by law from disclosure.
- B. This policy does not require Ottawa County to provide enhanced access to any specific public record, if the public record sought is not available through the Ottawa County enhanced access system.
- C. County elected officials, department heads, agencies, boards, commissions and councils legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record ~~The Ottawa County Board of Commissioners, pursuant to the recommendations of the Ottawa County Administrator,~~ shall determine which public records may be made available through enhanced access.
- D. Principles and policies to be considered in determining which public records shall be made available through enhanced access include, but are not limited to the following:
 1. Management principles applied to public records and information resources will be consistent with those applied to other Ottawa County resources, and will be consistent with the requirements of law.
 2. Elected officials, department heads, departments, agencies, boards, commissions, councils and other Ottawa County public bodies legally responsible for the creation, preparation, custody, control, maintenance, preservation, guardianship, retention, possession or use of public records will continue to have the responsibility, authority and accountability for the management of public record information, consistent with county policies therefore, including this Policy and the Ottawa County Freedom of Information Act Policy.
 3. Information resource investment will be driven by sound legal and programmatic principles and by principles of sound financial management.
 4. The Ottawa County government, in trust for the people of Ottawa County, has a duty to ensure ~~Board of Commissioners will ensure that~~ ownership of information products and county-created intellectual property is protected, maintained and enhanced.



Ottawa County

E. Fees

1. It is the policy of Ottawa County to charge a reasonable fee for:
 - a. Providing enhanced access to a public record.
 - b. Providing access to a geographical information system.
 - c. Providing output from a geographical information system.
2. Except as otherwise provided by act or statute, the Ottawa County Administrator shall recommend, and the Ottawa County Board of Commissioners shall approve reasonable fee(s) for enhanced access to selected public record(s) or for access to a geographical information system or to the output from a geographical information system, before those fees shall become effective.
3. Except as otherwise provided by act or statute, or as otherwise provided herein, all persons shall be charged the reasonable fee approved by the Board of Commissioners for enhanced access to a public record or for access to a geographical information system or to the output from a geographical information system.
4. Fees to be charged under this Section may be reduced or waived by the Ottawa County Administrator or his/her designee, in instances where he/she determines, in writing [using the DATA REQUEST FEE REDUCTION/EXEMPTION WAIVER form](#), that:
 - a. Release of the information for no cost or at a reduced cost is critical to public health, safety, or welfare;
 - b. The information is required for nonprofit research purposes such as academic or public interest research;
 - c. The information is required to meet legal, programmatic or Ottawa County governmental objectives;
 - d. The information explains the rights, entitlements and/or obligations of individuals;
 - e. The cost of administering the fees would exceed the revenue to be collected;
 - f. The reasonable fee established would have a serious detrimental impact on the financial position of particular groups or classes or users;

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Ottawa County

g. The information is requested by a student for use in an educational or academic project or assignment.

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f.h. The information is requested for inclusion in educational or training materials.

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g-i. The reasonable fee established would sufficiently limit the number of users to compromise achieving program or other Ottawa County governmental objectives.

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5. Upon authorization by the Ottawa County Board of Commissioners, the Ottawa County Administrator or his/her designee may enter into agreements with other public bodies to provide enhanced access to public records, to provide access to a geographical information system, or to obtain output from a geographical information system, at a reduced fee or at no fee, in accordance with the requirements of Section 3 of the Enhanced Access to Public Records Act.

F. Disclaimer of All Warranties

1. Recipients of access or enhanced access to Ottawa County records, to any Ottawa County government information system, or to any output from any Ottawa County government information system, receive access and all public records and information "AS IS". Ottawa County, the Ottawa County Board of Commissioners, and their officers, officials, employees, and agents make no warranties of any kind, whether express or implied, including but not limited to warranties of accuracy, ownership, title, fitness for any particular purpose, or as to a recipient's right to use such public records or information. Recipients are solely responsible for investigating, responding to, litigating and settling all claims with regard to the use or access to all such enhanced public records, information, and systems, and agree as a condition of seeking and obtaining enhanced access to such enhanced public records information and systems to protect, indemnify, and hold Ottawa County harmless against any and all such claims, including the payment of any damages, costs, or attorney's fees.
2. No Ottawa County officer, official, employee, or agent is authorized to make warranties, express or implied, including but not limited to warranties of accuracy, ownership, title, fitness for any particular purpose, or of a recipient's right of use regarding the enhanced public records of Ottawa County, its government information systems, or as to the product or output of those systems.

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.



Ottawa County

Innovation & Technology Policy



Ottawa County

INTERNET USE POLICY

I. POLICY

Access to the Internet is recognized by the County of Ottawa as a technological resource and is provided to its employees as a business tool. There are numerous resources, available through the Internet, which allow employees to gather information, obtain services or products, conduct research and training, communicate, and monitor information pertinent to their functional area. The internet is also a source for cyber security threats. Every employee has a responsibility to maintain and enhance the County's public image and to use the Internet in a responsible manner. Access to the Internet, transmittal and receipt of information over the Internet, software and files downloaded through the Internet, and information accessed on the Internet must be in compliance with County Personnel Policies as well as existing standards and procedures of the Innovation and Technology (IT) Department.

All County employees are authorized to access the Internet unless specifically denied access by their Department head. Department heads wishing to deny access to specific employees will notify the IT Director or a designated representative via e-mail, noting the reason for this denial. Denying access through technical means should be a last resort. Employees who are misusing or suspected of misusing internet access should be counseled and corrected by their immediate supervisor. If internet abuse is suspected, ~~the Department Head should, contact the Human Resources Director. IT can be contacted to monitor the access of specific computers on the County network. For confidentiality, these requests should be directed to the IT Director, or a designated representative, from the requesting Department head.~~

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Employees accessing the Internet are representing the County. The use of the Internet via the County's computer/telecommunications system is reserved solely for the conduct of County business. With the exception of incidental personal use, all internet access should be for County business purposes.

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All businesses providing services to the County, customers/partners to which the County is providing services to, and governmental agencies hereinafter will be identified as "customers, and partners." Employees, and customers and partners, may access the internet from County facilities for personal or business reasons using the County's "Guest" network if such capability is available and in a manner that complies with the policy and procedure stated herein. All customers and partners accessing the internet via the County's internal network are required to use the internet solely for support of County systems.

II. STATUTORY REFERENCES

None

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: September 9, 2014
B/C 14-176



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Ottawa County

Board of Commissioners Review Date and Resolution Number: August 26, 2014
B/C 14-15

Name and Date of Last Committee Review: Planning and Policy Committee Meeting August
14, 2014

Last Review by Internal Policy Review Team: July 15, 2016



Ottawa County

IV. PROCEDURE

1. The Internet is not to be used for personal gain or advancement of personal views. The use of County of Ottawa information and communication systems for any communication or activity which is in violation of any law or County policy is strictly prohibited.
2. The IT Department will implement countermeasures to protect the County's Information Systems from cyber threats, block unauthorized sites, and monitor internet use. Exceptions to access of specific sites must be approved by the requesting Department Head or their designated representative, and not negatively impact the integrity and security of the County's Information Systems as determined by the IT Director.
3. Unless expressly authorized by the County Administrator or designee, ~~users~~employees, customers and partners are prohibited from using ~~computer systems~~the County's internet within the County's network connections for any of the following purposes (These ~~se~~following examples are not meant to be an all inclusive list):
 - a. Solicitation of non-County business, or any use of the Internet for personal financial gain.
 - b. Copying or transmission of any document, software or other intellectual property protected by copyright, patent or trademark law, without proper authorization by the owner of the intellectual property.
 - c. Engaging in any communication that is threatening, defamatory, obscene, offensive, or harassing.
 - d. Political activities including sending political messages and solicitation of funds.
 - e. Gambling.
 - e-f. Video Gaming.
 - f-g. Viewing, downloading, or exchanging obscene material.
 - g-h. Illegal activities of any kind.

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Ottawa County

~~h.i.~~ Disclosure of any restricted information (HIPAA, PII, PCI, CJIS, etc.)protected health information in a manner inconsistent with our Privacy Policies and Procedures.

~~i.j.~~ Use of e-mail addresses for marketing purposes without explicit permission from the target recipient.

~~j.k.~~ Forwarding of e-mail from in-house or outside legal counsel, or the contents of that mail, to individuals outside of the County without the express authorization of counsel.

~~k.l.~~ Misrepresenting, obscuring, suppressing, or replacing a user's identity on an electronic communication.

~~l.m.~~ Obtaining access to the files or communications of others with no substantial County business purpose.

~~m.n.~~ Attempting unauthorized access to data or attempting to breach any security measure on any electronic communication system, or attempting to intercept any electronic communication transmissions without proper authorization.

~~n.~~ Accessing streaming media sites for non-business use e.g. Internet Radio.

4. The County retains the rights to the information transmitted on or stored in all information and communication systems and equipment. The County retains the right to access and review all materials and information contained in or used in connection with County computer and communication systems. Employees should be mindful that they should have no expectation of privacy when utilizing the Internet and all information stored or transmitted could be subject to disclosure as a public record under the Freedom of Information Act, or on other grounds. For these reasons, all communications and uses of information should be consistent with the Employee Behavior, Discipline, and Rules of Conduct Human Resources Policy.

5. In the event that an employee is suspected of violating this policy, the Department Head will contact the Human Resources Department director who will contact the IT Director or his designee for technical assistance.

6. A "Guest" network may be provided as a public service. This network will be open to any employee, customer and partner while present in a County facility. Access will be limited to external connectivity to the internet. Anyone accessing the County

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Ottawa County

Guest wireless network will be required to review and accept the "Acceptable Use" agreement posted when connecting to this network. The County has the right to block any site and anyone accessing the internet via this public network. There is no guarantee of privacy.

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7. Streaming media can use a great deal of network resources. Therefore, the use of streaming media for personal reasons such as internet radio, should be limited. Devices accessing such services should use the Guest network.

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4-8. The County assumes no responsibility for any damages, direct or indirect, arising from use of the computers or Internet access through its network or through its Internet provider. Employees, customers and partners use the Internet and the computer systems at their own risk. The County assumes no responsibility for any actions of its employees, customers and partners, directly or indirectly, relative to use of the computer system and/or the Internet. The County makes no representations as to the content of any website visited by any individual. Illegal acts involving County resources may be subject to prosecution by local, state, or federal officials.

5-9. Violations of this policy may result in disciplinary action up to and including termination of employment, or removal of customers and partners from County facilities. In addition, the County may refer cases to the appropriate authorities for civil and/or criminal prosecution.

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.



Ottawa County

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PORTABLE DEVICES AND MEDIA POLICY

I. POLICY

Portable devices and storage media present a unique vulnerability and high risk due to their increased potential for loss or theft, storage capacity, and ability to provide a means of gaining unauthorized access or introducing malicious software to the network. Portable devices and media include but are not limited to laptop computers, mobile computing platforms with either cellular or WiFi capability, Universal Serial Bus (USB) port devices, Compact Disks (CD's), Digital Versatile Disks (DVD's), flash drives, wireless network cards, and any other device, either personally owned or County-of-Ottawa owned that may connect to or access the information systems at the County.

Unless specifically authorized in writing by the Security Officer, databases or portions thereof shall not be downloaded to portable devices and/or media. Portable devices and/or media that contain restricted or confidential, personal, or sensitive information must use approved encryption standards, or equally strong measures to protect the data while it is being stored. Also, the transmission of County information from or to such devices will have an appropriate level of encryption. Portable computing devices having access to Criminal Justice Information (CJI) or Federal Tax Information (FTI) must employ Advanced Authentication (AA) unless the device is contained in a physically secure location.

Portable devices will not be used to obtain, copy, or in any way reproduce information that violates copyright laws such as music downloads from the internet, DVD's and CD's.

This policy applies to all Ottawa County (County) employees, all businesses providing services to the County, customers/partners to which the County is providing services to, and governmental agencies while using County information systems. Hereinafter this group will be identified as "staff, customers, and partners."~~This policy applies to employees, contractors, consultants and temporary employees using any computer equipment provided by the County.~~

II. STATUTORY REFERENCES

Authority is The Management and Budget Act, Public Act 431 of 1984, as amended, § 203.

[Criminal Justice Information Services \(CJIS\) Security Policy Version 5.7 08/16/2018 CJISD-ITS-DOC-08140-5.7](#)

~~[Criminal Justice Information Services \(CJIS\) Security Policy Version 5.5 June 1, 2016, CJISD-ITS-DOC-08-140-5.5](#)~~

[Internal Revenue Service Publication 1075](#)

National Institute of Standards and Technology (NIST) Special Publication 800-88 Revision 1, Guidelines for Media Sanitization, December 2014

NIST Publication The Federal Information Processing Standard (FIPS) Publication 140-2

[NIST \(SP\) 800-175B Guideline for Using Cryptographic Standards in the Federal Government](#)~~[Government: Cryptographic Mechanisms August 22, 2016](#)~~

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES



Innovation & Technology Policy

Ottawa County

Board of Commissioners Resolution Number and Policy Adoption Date: November 22, 2016 B/C 16-193

Board of Commissioners Review Date and Resolution Number: November 8, 2016 B/C 16-184

Name and Date of Last Committee Review: Planning and Policy Committee Meeting November 3, 2016

Last Review by Internal Policy Review Team: October 5, 2016



Ottawa County

IV. PROCEDURE

1. Report lost or stolen portable devices to the Innovation and Technology (IT) Department immediately with a description of the type of information contained on the device.
2. Portable storage devices must be checked for malicious software prior to use on County computers and will only be used on computers with the most up-to-date antivirus software.
3. Media shall not be used to store restricted or confidential information (HIPAA, PII, CJS) unless specifically authorized by the Department Head/System Owner. If authorized, such usage will conform to ~~with~~ other procedures identified in this policy. Any such media will be tracked. Minimum information will be the date created, employee assigned and destruction date.
4. Media shall be encrypted according to standards defined in FIPS Pub 140-2. The IT Department will provide assistance in implementing the necessary level of encryption. Loss of media containing restricted or confidential information will be reported to the County Privacy Officer.
5. Upon termination of employment, all devices purchased by the County will be returned to the County. In the case of reassignment, the responsible/supported department will notify IT.
6. All electronic storage media will have County data removed prior to disposal. Deleting files is not sufficient to meet this requirement.
 - a. Media to be reused by the department for another purpose will be cleaned (Erased/Reimaged).
 - b. Media to be reused for a different purpose and leaving one department to be used by another will be erased using a three level pass following DOD level II requirements.
 - c. In the case where proper ~~removal~~ cleansing or erasure is not possible, electronic media will be destroyed.
 - d. Media ~~used to store confidential data will destroyed~~ will be destroyed under the supervision of authorized County personnel.
 - e. Destruction of media will be documented: Manufacturer, Model, Serial Number. Documentation will be retained for a period of seven years.
7. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

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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.



Innovation & Technology Policy

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County of Ottawa

REMOTE ACCESS AND APPLICATION SERVICE PROVIDER POLICY

I. POLICY

It is the responsibility of all Ottawa County (County) employees, all businesses providing services to the County, customers/partners to which the County is providing services to, and governmental agencies with remote access privileges to County information systems to ensure that their remote access connection uses the secure methods of connection made available or prescribed by the Innovation and Technology (IT) Department. Hereinafter this group will be identified as "staff, customers, and partners." ~~County of Ottawa employees, contractors, vendors and agents with remote access privileges to the County network to ensure that their remote access connection uses the secure methods of connection made available by the Innovation and Technology (IT) Department.~~ Any method of connectivity that circumvents security by an unsecured means or allows unauthorized persons access to ~~the~~ County network information systems is prohibited. Remote access implementations that are covered by this policy include but are not limited to dial-in, frame relay, ISDN, DSL, Wireless, VPN, VDI, SSH, cable and Extranet. This policy applies to all County information systems regardless of where the application is hosted and by whom it is maintained.

~~In addition, any Application Service Provider (ASP) engaged by the County must comply with all security requirements and policies regardless of where the application is hosted.~~

II. STATUTORY REFERENCES

Ottawa County Acceptable Use Policy

Ottawa County Information Security Policy

Ottawa County HIPAA Compliance Policy

Ottawa County Identity Theft Prevention Program Policy

Criminal Justice Information Services (CJIS) Security Policy Version 5.7 08/16/2018 CJISD-ITS-DOC-08140-5.7

~~Criminal Justice Information Services (CJIS) Security Policy Version 5.5 June 1, 2016, CJISD-ITS-DOC-08140-5.5~~

Internal Revenue Service (IRS) Publication 1075: Tax Information Security Guidelines For Federal, State and Local Agencies

National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 (Revisions April 2013 INCLUDES UPDATES AS OF 01-22-2015)

~~Ottawa County De Minimis Benefits Policy~~

~~National Institute of Standards and Technology (NIST)~~

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Innovation & Technology Policy

County of Ottawa

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy Committee August 4, 2016

Last Review by Internal Policy Review Team: July 15, 2016



County of Ottawa

IV. PROCEDURE

1. Secure remote access is strictly for staff, customers, and partners ~~employees and authorized vendors, contractors and agents of the Ottawa County of Ottawa~~. Anyone authorized for remote access should at no time allow any unauthorized individual to use their connection, nor share their password, or other information needed to gain access.
2. Remote access to any County system regardless of hosting location will use the methods prescribed by the IT Department.
3. Staff, customers, and partners ~~County employees and contractors~~ with remote access privileges must ensure that if accessed in a public setting only public information is accessed. It is important for anyone accessing County information from an external location to have situational awareness. Additional measures should be taken to avoid unnecessary disclosure and compromise of information systems through means of social engineering such as shoulder surfing, their County owned or any personal computer which is remotely connected to the County's network is not connected to any other network at the same time with the exception of personal networks that are under the complete control of the user.
3. ~~Access to County Information Systems is further explained in the County's Acceptable Use Policy.~~
4. Reconfiguration of a ~~home~~ user's equipment for the purpose of split-tunneling or dual homing while accessing County systems from outside County facilities or through VPN connections is not permitted at any time.
5. All hosts (including personal computers) that are connected to the County internal networks via remote access technologies must have a current virus/spyware/malware definition file.
6. This policy applies to all devices that access the County network which could include PC's, Laptops, Servers, ~~PDA's, WAP~~ phones, etc.
7. Application Service Providers include any "aAs Aa Service (aaS)" (Software as a Service (SaaS), Infrastructure as a Service (IaaS), Platform as a Service (PaaS), etc.) vendor, or Cloud host.
8. Application Service Providers (ASP) assume full responsibility for compliance with all applicable requirements to include HIPAA, CJIS, PII, PCI, FTI or other restricted and confidential compliance standards and are subject to audit. They will provide documented proof of compliance with all relevant regulations at the County's request.
9. ~~The ASP must provide documented proof of compliance with acceptable information security requirements.~~ Any information hosted by an ASP is the

Commented [DH1]: Added Acceptable Use Policy to References



County of Ottawa

property of the County and disclosure of information to any non-County entity will only be with written authorization from the County Administrator. No restrictions will be placed on the County's access to that information.

10. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
11. Any staff, customers, and partners ~~ASP~~ found to have violated this or any other County policy may be subject to legal action.

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

WIRELESS ACCESS POLICY

I. POLICY

Access to County of Ottawa networks via unsecured wireless communications mechanisms is prohibited. Only wireless systems installed and supported by the County Information Technology (IT) Department are authorized for wireless access within the County. ~~Wireless access is not intended to be the primary mode of communication, except in cases where it is the most cost effective method to conduct business.~~ Wireless devices and networks ~~without~~ not connectivity to the County network do not fall under the purview of this policy. All businesses providing services to the County, customers/partners to which the County is providing services to, and governmental agencies hereinafter will be identified as "customers, and partners." Employees, and customers and partners, may access the wireless networks in County facilities in a manner that complies with the policy and procedure stated herein.

II. STATUTORY REFERENCES

[Ottawa County Information Security Policy](#)

[Criminal Justice Information Services \(CJIS\) Security Policy Version 5.7 08/16/2018 CJISD-ITS-DOC-08140-5.7](#)

~~None~~

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy Committee August 14, 2014

Last Review by Internal Policy Review Team: July 15, 2016



County of Ottawa

IV. PROCEDURE

1. Wireless connectivity for the purpose of this policy is defined as any in-building network configured using Wireless Access Points (WAP's) and does not include cellular access via external service providers.
2. The County will implement internal wireless networks in accordance with standards referenced in this policy.
- 4.3. All wireless access points/base stations connected to the County secure network must be registered and approved by the IT Security Officer.
- 2.4. All wireless (Local Area Network) LAN access must use County approved vendor products and security configurations.
5. All wireless LAN devices accessing the County secure wireless network must utilize County approved authentication and encryption protocols.
- 3-6. Employees, and customers and partners are restricted from installing and using personal wireless networks in County facilities.
4. ~~County employees and the public may access the County's wireless Guest network. Users of the Guest network will comply with the Acceptable Use Policy. The use of personal wireless access devices is limited to the Guest wireless network. Any device using the Guest wireless network must have appropriate antivirus protection and up-to-date patches and/or operating systems (e.g. Smartphones).~~
- 5-7. The loss of any equipment configured to access County secure wireless connections or change in ownership will be reported immediately to the IT Department Security Officer and service for that device will be terminated.
- 6-8. Any individual authorized access to the County's secure wireless network is expressly prohibited from sharing information that would enable an individual not authorized, to access any secure County wireless network.
- 7-9. The County may terminate access for any device that is found to be using the wireless network in a manner that may compromise the integrity of the network or any systems supported by that network.
- 8-10. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
- 9-11. If a customer or partner member of the public is found to be in violation of this policy, they will be asked to disable their device's wifi. Their -and- access may be will be blocked or terminated.

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Commented [DH1]: This is covered in the Internet Use policy.



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.

Ottawa County



Energy Conservation Project

Performance Contract Measurement and Verification Year Three Report

Presented by:
Mark Slabaugh, CEM
Johnson Controls

August 31, 2018



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Executive Summary

Johnson Controls values the partnership we have developed with Ottawa County over the past few years. It has been our pleasure to have the opportunity to assist and partner with Ottawa County to develop short and long-term solutions that address the challenges you are facing.

Ottawa County and JCI collaborated to develop a performance based project enabling a guaranteed cost avoidance of \$197,413 for the third year. As page 25 of the contract shows,

Schedule 2

Total Project Benefits

Year	Measured	Non-Measured		Total
	Measured Energy Cost Avoidance ⁽¹⁾	Energy Cost Avoidance ⁽¹⁾	Operations & Maintenance Cost Avoidance ⁽²⁾	
1	\$122,617	\$31,654	\$31,200	\$185,471
2	\$126,296	\$32,604	\$32,448	\$191,348
3	\$130,085	\$33,582	\$33,746	\$197,413
4	\$133,987	\$34,589	\$35,096	\$203,672
5	\$138,007	\$35,627	\$36,499	\$210,133
Total	\$650,992	\$168,056	\$168,989	\$988,037

*Energy Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

** Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of (1) First year energy savings are escalated 3% (2) Operation and Maintenance are escalated 4%

Measured savings are determined by actual measurements. Non-Measured are determined by using generally accepted engineering values in the calculations as the cost of the actual physical measurements necessary to verify the savings would be close to or greater than the savings.



The project included the following:

James Street Complex Building A:

- Change Exterior HID lighting to LED lighting
- Replace 10 heat pumps
- Replace 12 Roof top units
- Install Metasys® controls
- Install VFDs on condenser water pumps for soft start and balancing
- Install VFD on cooling tower fan
- Water conservation measures – new toilets and or flush valves (20), faucet aerators
- Building envelope improvements and mechanical insulation improvements

James Street Complex Building B:

- Change Exterior Incandescent lighting to LED lighting
- Replace 12 heat pumps
- Replace hot water boiler with new high efficiency units
- Replace domestic hot water heater and storage tank with high efficiency units
- Install Metasys® controls
- Install VFDs on condenser water pumps for soft start and balancing
- Install VFD on cooling tower fan
- Water conservation measures – new toilets and or flush valves (26), faucet aerators
- Building envelope improvements and mechanical insulation improvements

James Street Complex Building C:

- Change Exterior HID lighting to LED lighting
- Replace 15 R11 condensing units with new high efficiency R-410 units
- Replace 14 furnaces with high efficiency units
- Install Metasys® graphics for remote monitoring of systems
- Water conservation measures – new toilets and or flush valves (14), faucet aerators
- Building envelope improvements and mechanical insulation improvements

James Street Garage

- Lighting upgrades
- Water Conservation Measures

James Street Complex Building D:

- Change Exterior HID lighting to LED lighting
- Replace 2 hot water boilers with new high efficiency units
- Replace old R-11 chiller with new high efficiency 4 stage unit
- Replace chilled water pump motor with inverter rated and VFD
- Replace chilled water valves on AHU-1,2 & 4
- Install Metasys® graphics for remote monitoring of systems
- Water conservation measures – new toilets and or flush valves (28), faucet aerators
- Building envelope improvements and mechanical insulation improvements



Fillmore Administration:

- Change Exterior HID lighting to LED lighting, including main drive
- Replace 2 hot water boilers with new high efficiency units
- Replace domestic hot water heater and storage tank with high efficiency units
- Replace Range supply and exhaust fan motors with VFDs
- Install 2 heat pumps for additional cooling in Emergency Ops Center and Sargent areas
- Replace 2 heating pump motors with VFDs
- Install Metasys[®] graphics for remote monitoring of systems
- Water conservation measures – new toilets and or flush valves (46), faucet aerators
- Building envelope improvements and mechanical insulation improvements

Fillmore Justice Center:

- Change Exterior HID lighting to LED lighting, including Storage buildings
- Replace 14 – 1993, condensing units with new high efficiency R-410 units
- Replace 6 – 1998, condensing units with new high efficiency R-410 units
- Replace 12 exhaust fans
- Install 2 energy recovery units for Unit 4 section of the jail
- Remove 2 existing boilers and install 5 high efficiency boilers
- Replace existing domestic hot water boilers and install 2 high efficiency boilers
- Replace existing VFD on AHU-10
- Replace existing fan starters (>3hp) with VFD for balancing and soft start
- Replace 4 hot water pump starters with VFD for balancing and soft start
- Provide new VFDs for AHUs 1, 2, 3, 4, 12, 13, 14, & 15
- Replace 2 10hp motors and VFD for existing ERU
- Water conservation measures – new toilets and or flush valves (305), faucet aerators
- Install Metasys[®] graphics for remote monitoring of systems
- Building envelope improvements and mechanical insulation improvements

Fulton St. Human Services:

- Change Exterior HID lighting to LED lighting
- Replace 2 R-22 Roof Top Units with high efficiency units
- Water conservation measures – new toilets and or flush valves (6), faucet aerators
- Building envelope improvements

Grand Haven Courthouse:

- Change Exterior HID lighting to LED lighting
- Install new small high efficiency boiler for shoulder months
- Install new heat pump to cool the IT room
- Rotate return fans 180 degrees to allow for servicing
- Install new VFDs and controls for the chiller water pumps
- Install Metasys[®] graphics for remote monitoring of systems
- Building envelope improvements and mechanical insulation improvements



Holland Courthouse:

- Change Exterior HID lighting to LED lighting
- Install Metasys[®] graphics for remote monitoring of systems
- Building envelope improvements and mechanical insulation improvements

Hudsonville Courthouse:

- Change Exterior HID lighting to LED lighting
- Tune up on 20 existing RTUs
- Water conservation measures – new toilets and or flush valves (30), faucet aerators
- Install Metasys[®] graphics for remote monitoring of systems
- Building envelope improvements and mechanical insulation improvements

In addition 883 smart plug strips were distributed to county buildings

This provides a total guaranteed cost avoidance of **\$988,037** on utilities and operational spend over 5 years. This is based upon the improvement measures selected by Ottawa County.



The following report will provide you with a summary of cost avoidance for Year 3, from August 1, 2017 through July 31, 2018.

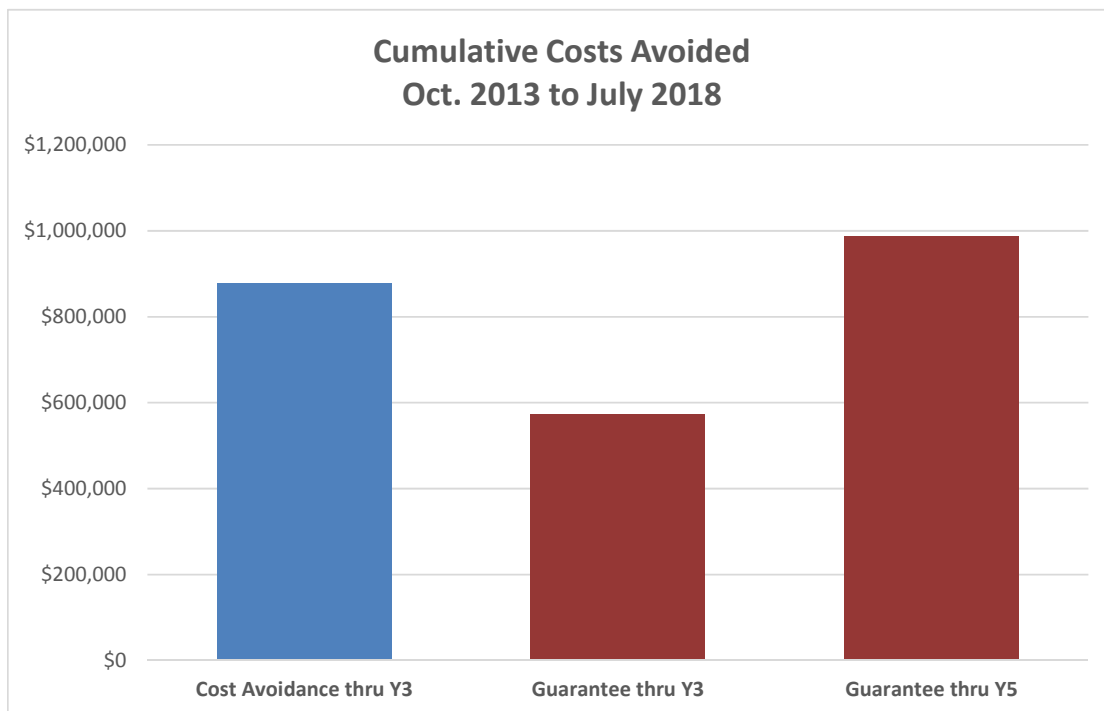
Third year cost avoidance was \$220,854, exceeding the guaranteed amount of \$197,413 by **\$23,441**. Ottawa County has avoided over **\$304,850** (Construction period thru Y3) in **excess** of the guaranteed cost avoidance since beginning the Performance Contract, as shown in the chart on page 9. Construction savings are calculated and accrued based on the actual completion date for each FIM and added to the yearly totals for the total cost avoidance.

The breakdown by units for Year 3, is as follows:

- 1,134,295 kWh avoided
- 14 kW avoided
- 7,549 MMBtu avoided
- 8,031 kGals water avoided

Following we have provided performance summary graphs and tables for your review.

The total cost avoidance savings since the start of construction through the end of year three as of July 31, 2018 are **\$879,082**. The construction cost avoidance numbers are based on specific construction completion dates. A detailed list with year by year savings impact is provided for your review (please see the appendix pages 11 through 17 for detailed items).



Approach to Obtain Objectives:

The following Facility Improvement Measures were implemented in your facility:

FACILITY IMPROVEMENT MEASURES Ottawa County	Exterior Lighting Retrofit	Interior Lighting Upgrade	Chiller Upgrade	Boiler Replacement / Upgrade	Heat Pump / Furnace / RTU replacement	Building Fenestration	Mechanical Insulation	Night Setback / Demand Control Ventilation	Domestic Hot Water Heater Upgrade	VFD's / Pump Upgrade	Water Conservation
James St. A Building	X				X	X	X			X	X
James St. B Building	X			X	X	X	X			X	X
James St. C Building	X			X	X						X
James St. D Building	X		X	X		X	X			X	X
James St. garage	X										X
Administration	X			X		X	X		X		X
Corrections	X	X		X		X	X	X	X		X
Fulton Ave. Grand Haven	X										X
Courthouse Grand Haven	X			X		X	X				
Holland Court	X					X	X				
Hudsonville Court						X	X	X			X

Summary of Results

When Johnson Controls and Ottawa County formed our partnership, we agreed on specific objectives and set targets on which to measure our performance on your behalf.

Below is breakdown of the Year 3 utility consumption avoided.

Building	Measured - Option A				Non-Measured	
	kWh - Avoidance	kW - Avoidance	Natural Gas - Avoidance (MMBtu)	kGals Water Avoidance	kWh - Avoidance	Natural Gas - Avoidance (MMBtu)
James St. A Building	10,367			18	72,186	354
James St. B Building	7,380			95	55,445	192
James St. C Building	2,948			135	108,340	102
James St. D Building	38,200		151	28	77,362	304
James St. garage	1,296			1		
Administration	66,166		471	53	45,403	334
Corrections	412,677	14	4,325	7,641	11,373	562
Fulton Ave. Grand Haven	4,998			32		
Courthouse Grand Haven	45,644				32,459	330
Holland Court	4,301				15,317	181
Hudsonville Court	103,987		240	29	18,446	2
Year 3 Unit Avoidance	697,964	14	5,187	8,031	436,331	2,361

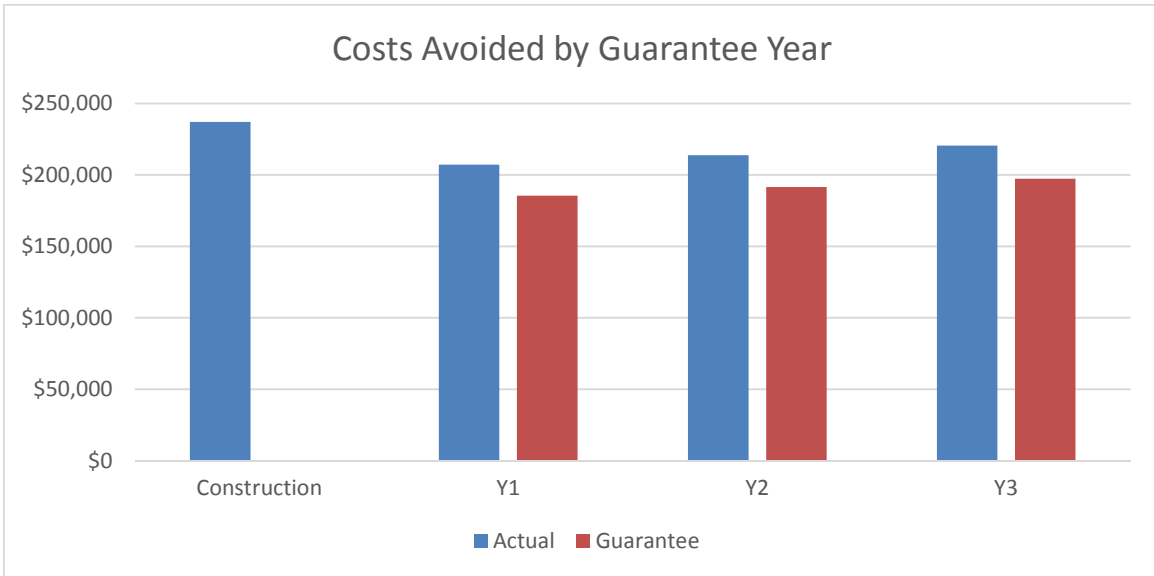
The total cost avoidance is based on the installed lighting retrofit, occupancy sensors, building control system modifications, installing VFDs, replacement of boilers and chillers, new roof top units, heat pumps, furnaces, insulation of piping, and water conservation equipment.

The following graphs shows the Cost Avoidance for the construction period, Y1, Y2 and Y3, broken out by building.

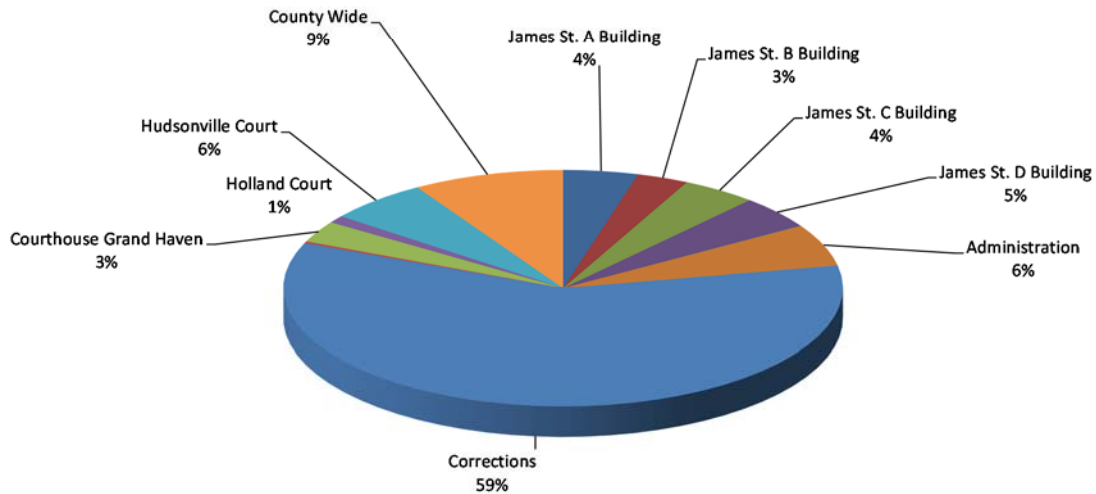
Building	Construction period Cost Avoidance	Year 1 Cost Avoidance	Year 2 Cost Avoidance	Year 3 Cost Avoidance	Grand Totals
James St. A Building	\$11,267	\$8,965	\$9,255	\$9,556	\$39,043
James St. B Building	\$7,140	\$6,176	\$6,373	\$6,576	\$26,265
James St. C Building	\$10,576	\$8,977	\$9,262	\$9,556	\$38,370
James St. D Building	\$8,742	\$9,013	\$9,615	\$9,883	\$37,253
James St. garage	\$21	\$76	\$78	\$81	\$256
Administration	\$14,215	\$11,572	\$12,312	\$12,900	\$50,999
Corrections	\$101,301	\$123,014	\$126,788	\$130,678	\$481,782
Fulton Ave. Grand Haven	\$403	\$520	\$536	\$552	\$2,011
Courthouse Grand Haven	\$5,694	\$6,047	\$6,229	\$6,415	\$24,385
Holland Court	\$3,156	\$2,079	\$2,142	\$2,206	\$9,583
Hudsonville Court	\$2,816	\$12,800	\$12,509	\$12,991	\$41,116
County Wide	\$71,856	\$17,992	\$18,712	\$19,460	\$128,020
Total Cost Avoidance	\$237,187	\$207,232	\$213,809	\$220,854	\$879,082
Guarantee	\$0	\$185,471	\$191,348	\$197,413	\$574,232
Surplus	\$237,187	\$21,761	\$22,461	\$23,441	\$304,850

Note: County Wide for the construction period includes utility company rebates.





Ottawa County - Percent Cost Avoidance Breakdown by Building



Environmental Impact

In addition to providing utility savings and capital improvements for Ottawa County, the reduced energy consumption yields a favorable environmental impact in the form of reduced atmospheric discharge.

This project is projected to provide a Greenhouse Gas (GHG) Emissions reduction of 6,633 tons CO₂^e, over the term of the contract, which is equivalent to:

The Projects Emission reduction would be equivalent to:



Source:

All carbon equivalencies extracted directly from the EPA website.

*Greenhouse Gas Equivalencies Calculator. "Clean Energy.U.S. Environmental Agency. <www.epa.gov/cleanenergy/energy-resources/energy-resources/calculator.html> (Jul, 15, 2016).

Environmental Impact – Green House Gas (GHG):

Reduced energy consumption yields a favorable impact in the form of reduced atmospheric discharge. Every kilowatt-hour of unused electricity prevents the emission of 1.5 pounds of carbon dioxide, **CO₂** (the most important greenhouse gas), 5.8 grams of sulfur dioxide **SO₂** (a principle component of acid rain), and 2.5 grams of nitrous oxides **NO_x** (precursor to both acid rain and smog). This reduction is assisting the state of Michigan and the nation in its goals to reduce yearly greenhouse gas emissions and other compounds from entering the environment.

GHG reduction for the period 8-1-17 to 7-31-18, (Year 3)

1,372 tons CO₂-e

Emission Equivalents for the period,

The Projects Year 3 Emission reduction would be equivalent to:



Source:

All carbon equivalencies extracted directly from the EPA website.

*greenhouse Gas Equivalencies Calculator. *Clean Energy.U.S. Environmental Agency. <www.epa.gov/cleanenergy/energy-resources/energy-resources/calculator.html> (Jul, 15, 2016).

Greenhouse Gas reductions from the start of Construction through the end of Year 3 totaled 9,883,006 lbs (4,942 tons) CO₂^e, which is equal to one of the following:

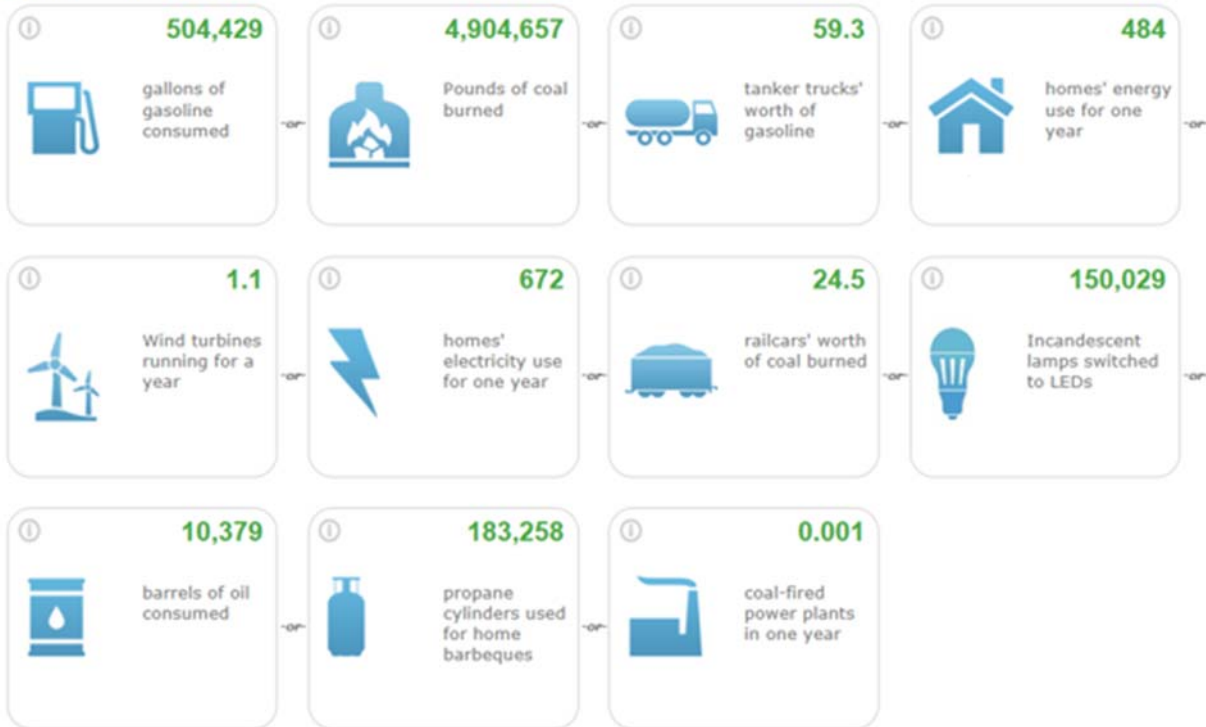
The sum of the greenhouse gas emissions you entered above is of Carbon Dioxide Equivalent. This is equivalent to:

4,942 Tons

Greenhouse gas emissions from



CO₂ emissions from



Carbon sequestered by



<https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

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Year Three Measured Cost Avoidance (1 of 2)

Measured Energy Savings	Kwh saved	Kwh \$ Saved	kW saved	KW \$ Saved	MMBtu Saved	Gas \$ Saved (MMBtu)	kGals Water Saved	Water \$ saved	Total Annual \$ Saved
James St. A Building									
Lighting Retrofit	10,367	\$623							\$623
Water savings							18	\$75	\$75
	10,367	\$623	0	\$0	0	\$0	18	\$75	\$698
James St. B Building									
Lighting Retrofit	7,380	\$444							\$444
Water savings							95	\$393	\$393
	7,380	\$444	0	\$0	0	\$0	95	\$393	\$836
James St. C Building									
Lighting Retro	2,948	\$177							\$177
Water savings							135	\$560	\$560
	2,948	\$177	0	\$0	0	\$0	135	\$560	\$737
James St. D Building									
Lighting Retro	31,002	\$1,863							\$1,863
VFD on Chilled Water Pumps	7,198	\$482							\$482
VFD on Heating Hot Water Pumps									\$0
Replace 2 boilers w/ Hi Eff					151	\$920			\$920
Water savings							28	\$118	\$118
	38,200	\$2,345	0	\$0	151	\$920	28	\$118	\$3,383
James St. garage									
Lighting Retro	1,296	\$78							\$78
Water savings							1	\$3	\$3
	1,296	\$78	0	\$0	0	\$0	1	\$3	\$81
Administration									
Lighting Retro	29,315	\$2,082							\$2,082
Filmore Drive Lighting	24,992	\$1,775							\$1,775
VFD on Firing Range Fan	11,858	\$825							\$825
Replace Heating Boilers					377	\$2,142			\$2,142
VFD on Heating Hot Water Pumps									\$0
Replace DHW heater					94	\$535			\$535
Lighting Retro in storage garages							53	\$417	\$417
	66,166	\$4,683	0	\$0	471	\$2,677	53	\$417	\$7,777
Corrections									
lighting Retro Ext	120,181	\$8,536							\$8,536
lighting Retro Int	79,517	\$5,648	14	\$2,046					\$7,694
Energy Recovery	8,879	\$631			299	\$1,755			\$2,386
CO2 control for Night time	204,100	\$14,497			1,989	\$11,299			\$25,796
Replace DHW heaters					591	\$3,692			\$3,692
Replace 3N & 2M Heating boilers					1,446	\$9,041			\$9,041
VFD on HHW pumps									\$0
Water savings							7,641	\$60,534	\$60,534
	412,677	\$29,311	14	\$2,046	4,325	\$25,787	7,641	\$60,534	\$117,678

Year Three Measured Continued, (2 of 2)

Measured Energy Savings	Kwh saved	Kwh \$ Saved	kW saved	KW \$ Saved	MMBtu Saved	Gas \$ Saved (MMBtu)	kGals Water Saved	Water \$ saved	Total Annual \$ Saved
Fulton Ave. Grand Haven									
lighting Retrofit	4,998	\$300							\$300
Water savings							32	\$252	\$252
	4,998	\$300	0	\$0	0	\$0	32	\$252	\$552
Courthouse Grand Haven									
lighting Retrofit	45,644	\$2,743							\$2,743
	45,644	\$2,743	0	\$0	0	\$0	0	\$0	\$2,743
Holland Court									
lighting Retrofit	4,301	\$258							\$258
	4,301	\$258	0	\$0	0	\$0	0	\$0	\$258
Hudsonville Court									
NSB of RTU's	70,664	\$6,216			240	\$1,907			\$8,123
lighting Retrofit	33,323	\$3,022							\$3,022
Water savings							29	\$161	\$161
	103,987	\$9,239	0	\$0	240	\$1,907	29	\$161	\$11,306
TOTAL Measured Year 3	697,964	\$50,202	14	\$2,046	5,187	\$31,291	8,031	\$62,511	\$146,050

Year Three Non-Measured Cost Avoidance (1 of 2)

Non-Measured Energy Savings	Projected Kwh saved	Projected Kwh \$ Saved	Projected MMBtu Saved	Gas \$ Saved (MMBtu)	Total Annual \$ Saved
James St. A Building					
Building Infiltration	210	\$13	75	\$456	\$469
mechanical insulation			250	\$1,523	\$1,523
VSD on HVAC pumps					\$0
Replace Heat Pumps	37,448	\$2,251	21	\$127	\$2,377
Replace RTUs	18,724	\$1,125	8	\$51	\$1,176
Cooling tower Fan VFD	8,508	\$511			\$511
Network Power Mgm't / Plug Strips	7,296	\$439			\$439
	72,186	\$4,339	354	\$2,157	\$6,496
James St. B Building					
Building Infiltration	26	\$2	9	\$55	\$56
mechanical insulation			109	\$666	\$666
VSD on HVAC pumps					\$0
Replace Heating Boiler			43	\$264	\$264
Replace DHW Heater			13	\$78	\$78
Replace Heat Pumps	45,888	\$2,758	18	\$107	\$2,865
Cooling tower Fan VFD	8,508	\$511			\$511
NPM / Plug Strips	1,022	\$62			\$62
	55,445	\$3,332	192	\$1,170	\$4,502
James St. C Building					
Building Infiltration	8	\$0.5	3	\$18	\$19
mechanical insulation			0.1	\$1	\$1
Replace Furnaces / AC units	88,914	\$5,344	99	\$601	\$5,945
NPM / Plug Strips	19,418	\$1,167			\$1,167
	108,340	\$6,511	102	\$620	\$7,131
James St. D Building					
Building Infiltration	163	\$10	63	\$383	\$393
mechanical insulation			241	\$1,467	\$1,467
Chiller replacement / upgrade	72,345	\$4,348			\$4,348
NPM / Plug Strips	4,854	\$292			\$292
	77,362	\$4,650	304	\$1,850	\$6,500
Administration					
Building Infiltration	55	\$4	21	\$119	\$123
mechanical insulation			313	\$1,779	\$1,779
NPM / Plug Strips	45,348	\$3,221			\$3,221
	45,403	\$3,225	334	\$1,898	\$5,123
Corrections					
Building Infiltration	36	\$3	13	\$74	\$76
mechanical insulation			549	\$3,120	\$3,120
NPM / Plug Strips	11,337	\$805			\$805
	11,373	\$808	562	\$3,193	\$4,001



Year Three Non-Measured Cost Avoidance Continued, (2 of 2)

Non-Measured Energy Savings	Projected Kwh saved	Projected Kwh \$ Saved	Projected MMBtu Saved	Gas \$ Saved (MMBtu)	Total Annual \$ Saved
Courthouse Grand Haven					
Building Infiltration	11	\$0.6	4	\$24	\$25
mechanical insulation			79	\$480	\$480
Add Condensing Boiler			247	\$1,429	\$1,429
NPM / Plug Strips	32,448	\$1,737			\$1,737
	32,459	\$1,738	330	\$1,934	\$3,672
Holland Court					
Building Infiltration	9	\$0.5	3	\$17	\$18
mechanical insulation			178	\$1,010	\$1,010
NPM / Plug Strips	15,308	\$920			\$920
	15,317	\$921	181	\$1,027	\$1,947
Hudsonville Court					
Building Infiltration	10,195	\$925			\$925
mechanical insulation			2	\$12	\$12
NPM / Plug Strips	8,251	\$749			\$749
	18,446	\$1,673	2	\$12	\$1,685
TOTAL Non-Measured Year 3	436,331	\$27,197	2,361	\$13,861	\$41,058

Year Three Operational Cost Avoidance,

Summary of Operational Savings	Ops \$	Total \$ Year 3
James St. A Building		
Heat Pump Repairs	\$1,237	\$1,237
Roof Top Unit Repairs	\$1,125	\$1,125
	\$2,362	\$2,362
James St. B Building		
Heat Pump Repairs	\$1,237	\$1,237
	\$1,237	\$1,237
James St. C Building		
Furnace Repairs	\$1,687	\$1,687
	\$1,687	\$1,687
Corrections		
DX Unit Repairs	\$8,999	\$8,999
	\$8,999	\$8,999
County Wide		
Exterior Lighting Repairs	\$15,405	\$15,405
Water Conservation Materials	\$336	\$336
HVAC Repair Material	\$3,719	\$3,719
	\$19,460	\$19,460
TOTAL Operational Year 3	\$33,746	\$33,746

Year Two Measured Cost Avoidance (1 of 2)

Measured Energy Savings	Kwh saved	Kwh \$ Saved	kW saved	KW \$ Saved	MMBtu Saved	Gas \$ Saved (MMBtu)	kGals Water Saved	Water \$ saved	Total Annual \$ Saved
James St. A Building									
Lighting Retrofit	10,367	\$605							\$605
Water savings							18	\$72	\$72
	10,367	\$605	0	\$0	0	\$0	18	\$72	\$677
James St. B Building									
Lighting Retrofit	7,380	\$431							\$431
Water savings							95	\$381	\$381
	7,380	\$431	0	\$0	0	\$0	95	\$381	\$812
James St. C Building									
Lighting Retro	2,948	\$172							\$172
Water savings							135	\$544	\$544
	2,948	\$172	0	\$0	0	\$0	135	\$544	\$716
James St. D Building									
Lighting Retro	31,002	\$1,809							\$1,809
VFD on Chilled Water Pumps	7,508	\$488							\$488
VFD on Heating Hot Water Pumps									\$0
Replace 2 boilers w/ Hi Eff					151	\$893			\$893
Water savings							28	\$114	\$114
	38,510	\$2,297	0	\$0	151	\$893	28	\$114	\$3,305
James St. garage									
Lighting Retro	1,296	\$76							\$76
Water savings							1	\$3	\$3
	1,296	\$76	0	\$0	0	\$0	1	\$3	\$78
Administration									
Lighting Retro	29,315	\$2,022							\$2,022
Filmore Drive Lighting	24,992	\$1,723							\$1,723
VFD on Firing Range Fan	8,701	\$588							\$588
Replace Heating Boilers					377	\$2,079			\$2,079
VFD on Heating Hot Water Pumps									\$0
Replace DHW heater					94	\$520			\$520
Lighting Retro in storage garages							53	\$405	\$405
	63,009	\$4,333	0	\$0	471	\$2,599	53	\$405	\$7,338
Corrections									
lighting Retro Ext	120,181	\$8,287							\$8,287
lighting Retro Int	79,517	\$5,483	14	\$1,986					\$7,470
Energy Recovery	8,879	\$612			299	\$1,704			\$2,316
CO2 control for Night time	204,100	\$14,074			1,989	\$10,970			\$25,045
Replace DHW heaters					591	\$3,585			\$3,585
Replace 3N & 2M Heating boilers					1,446	\$8,777			\$8,777
VFD on HHW pumps									\$0
Water savings							7,641	\$58,771	\$58,771
	412,677	\$28,458	14	\$1,986	4,325	\$25,036	7,641	\$58,771	\$114,251



Year Two Measured Continued, (2 of 2)

Measured Energy Savings	Kwh saved	Kwh \$ Saved	kW saved	KW \$ Saved	MMBtu Saved	Gas \$ Saved (MMBtu)	kGals Water Saved	Water \$ saved	Total Annual \$ Saved
Fulton Ave. Grand Haven									
lighting Retrofit	4,998	\$292							\$292
Water savings							32	\$244	\$244
	4,998	\$292	0	\$0	0	\$0	32	\$244	\$536
Courthouse Grand Haven									
lighting Retrofit	45,644	\$2,663							\$2,663
	45,644	\$2,663	0	\$0	0	\$0	0	\$0	\$2,663
Holland Court									
lighting Retrofit	4,301	\$251							\$251
	4,301	\$251	0	\$0	0	\$0	0	\$0	\$251
Hudsonville Court									
NSB of RTU's	69,736	\$5,956			237	\$1,827			\$7,783
lighting Retrofit	33,323	\$2,934							\$2,934
Water savings							29	\$156	\$156
	103,059	\$8,890	0	\$0	237	\$1,827	29	\$156	\$10,873
TOTALS Year 2	694,190	\$48,467	14	\$1,986	5,184	\$30,356	8,031	\$60,690	\$141,499

Year Two Non-Measured Cost Avoidance (1 of 2)

Non-Measured Energy Savings	Projected Kwh saved	Projected Kwh \$ Saved	Projected MMBtu Saved	Gas \$ Saved (MMBtu)	Total Annual \$ Saved
James St. A Building					
Building Infiltration	210	\$12	75	\$443	\$455
mechanical insulation			250	\$1,479	\$1,479
VSD on HVAC pumps					\$0
Replace Heat Pumps	37,448	\$2,185	21	\$123	\$2,308
Replace RTUs	18,724	\$1,093	8	\$49	\$1,142
Cooling tower Fan VFD	8,508	\$496			\$496
Network Power Mgm't / Plug Strips	7,296	\$426			\$426
	72,186	\$4,212	354	\$2,095	\$6,307
James St. B Building					
Building Infiltration	26	\$2	9	\$53	\$55
mechanical insulation			109	\$646	\$646
VSD on HVAC pumps					\$0
Replace Heating Boiler			43	\$256	\$256
Replace DHW Heater			13	\$76	\$76
Replace Heat Pumps	45,888	\$2,678	18	\$104	\$2,781
Cooling tower Fan VFD	8,508	\$496			\$496
NPM / Plug Strips	1,022	\$60			\$60
	55,445	\$3,235	192	\$1,136	\$4,371
James St. C Building					
Building Infiltration	8	\$0.5	3	\$18	\$18
mechanical insulation			0.1	\$1	\$1
Replace Furnaces / AC units	88,914	\$5,188	99	\$583	\$5,772
NPM / Plug Strips	19,418	\$1,133			\$1,133
	108,340	\$6,322	102	\$602	\$6,924
James St. D Building					
Building Infiltration	163	\$10	63	\$372	\$382
mechanical insulation			241	\$1,424	\$1,424
Chiller replacement / upgrade	72,345	\$4,221			\$4,221
NPM / Plug Strips	4,854	\$283			\$283
	77,362	\$4,514	304	\$1,796	\$6,311
Administration					
Building Infiltration	55	\$4	21	\$116	\$120
mechanical insulation			313	\$1,727	\$1,727
NPM / Plug Strips	45,348	\$3,128			\$3,128
	45,403	\$3,131	334	\$1,843	\$4,974
Corrections					
Building Infiltration	36	\$2	13	\$72	\$74
mechanical insulation			549	\$3,029	\$3,029
NPM / Plug Strips	11,337	\$782			\$782
	11,373	\$784	562	\$3,100	\$3,885

Year Two Non-Measured Cost Avoidance Continued, (2 of 2)

Non-Measured Energy Savings	Projected Kwh saved	Projected Kwh \$ Saved	Projected MMBtu Saved	Gas \$ Saved (MMBtu)	Total Annual \$ Saved
Courthouse Grand Haven					
Building Infiltration	11	\$0.6	4	\$24	\$24
mechanical insulation			79	\$466	\$466
Add Condensing Boiler			247	\$1,388	\$1,388
NPM / Plug Strips	32,448	\$1,687			\$1,687
	32,459	\$1,687	330	\$1,878	\$3,565
Holland Court					
Building Infiltration	9	\$0.5	3	\$17	\$17
mechanical insulation			178	\$980	\$980
NPM / Plug Strips	15,308	\$893			\$893
	15,317	\$894	181	\$997	\$1,891
Hudsonville Court					
Building Infiltration	10,195	\$898			\$898
mechanical insulation			2	\$11	\$11
NPM / Plug Strips	8,251	\$727			\$727
	18,446	\$1,624	2	\$11	\$1,636
TOTALS Year 2	436,331	\$26,405	2,361	\$13,457	\$39,862

Year Two Operational Cost Avoidance,

Summary of Operational Savings	Ops \$	Total \$ Year 2
James St. A Building		
Heat Pump Repairs	\$1,190	\$1,190
Roof Top Unit Repairs	\$1,082	\$1,082
	\$2,271	\$2,271
James St. B Building		
Heat Pump Repairs	\$1,190	\$1,190
	\$1,190	\$1,190
James St. C Building		
Furnace Repairs	\$1,622	\$1,622
	\$1,622	\$1,622
Corrections		
DX Unit Repairs	\$8,653	\$8,653
	\$8,653	\$8,653
County Wide		
Exterior Lighting Repairs	\$14,813	\$14,813
Water Conservation Materials	\$323	\$323
HVAC Repair Material	\$3,576	\$3,576
	\$18,712	\$18,712
TOTAL Year 2	\$32,448	\$32,448



Year One Measured Cost Avoidance (1 of 2)

Ottawa County Facilities

Measured Energy Savings	Kwh saved	Kwh \$ Saved	kW saved	KW \$ Saved	MMBtu Saved	Gas \$ Saved (MMBtu)	kGals Water Saved	Water \$ saved	Total Annual \$ Saved
James St. A Building									
Lighting Retrofit	10,367	\$587							\$587
Water savings							18	\$70	\$70
	10,367	\$587	0	\$0	0	\$0	18	\$70	\$658
James St. B Building									
Lighting Retrofit	7,380	\$418							\$418
Water savings							95	\$370	\$370
	7,380	\$418	0	\$0	0	\$0	95	\$370	\$788
James St. C Building									
Lighting Retro	2,948	\$167							\$167
Water savings							135	\$528	\$528
	2,948	\$167	0	\$0	0	\$0	135	\$528	\$695
James St. D Building									
Lighting Retro	31,002	\$1,756							\$1,756
VFD on Chilled Water Pumps	2,404	\$151							\$151
VFD on Heating Hot Water Pumps									\$0
Replace 2 boilers w/ Hi Eff					151	\$867			\$867
Water savings							28	\$111	\$111
	33,405	\$1,908	0	\$0	151	\$867	28	\$111	\$2,886
James St. garage									
Lighting Retro	1,296	\$73							\$73
Water savings							1	\$2	\$2
	1,296	\$73	0	\$0	0	\$0	1	\$2	\$76
Administration									
Lighting Retro	29,315	\$1,963							\$1,963
Filmore Drive Lighting	24,992	\$1,673							\$1,673
VFD on Firing Range Fan	2,901	\$190							\$190
Replace Heating Boilers					377	\$2,019			\$2,019
VFD on Heating Hot Water Pumps									\$0
Replace DHW heater					94	\$505			\$505
Lighting Retro in storage garages							53	\$393	\$393
	57,209	\$3,826	0	\$0	471	\$2,524	53	\$393	\$6,743
Corrections									
lighting Retro Ext	120,181	\$8,046							\$8,046
lighting Retro Int	79,517	\$5,324	14	\$1,928					\$7,252
Energy Recovery	8,879	\$594			299	\$1,655			\$2,249
CO2 control for Night time	204,100	\$13,665			1,989	\$10,651			\$24,315
Replace DHW heaters					591	\$3,480			\$3,480
Replace 3N & 2M Heating boilers					1,446	\$8,522			\$8,522
VFD on HHW pumps									\$0
Water savings							7,641	\$57,059	\$57,059
	412,677	\$27,629	14	\$1,928	4,325	\$24,307	7,641	\$57,059	\$110,923

Year One Measured Continued, (2 of 2)

Ottawa County Facilities

Measured Energy Savings	Kwh saved	Kwh \$ Saved	kW saved	KW \$ Saved	MMBtu Saved	Gas \$ Saved (MMBtu)	kGals Water Saved	Water \$ saved	Total Annual \$ Saved
Fulton Ave. Grand Haven									
lighting Retrofit	4,998	\$283							\$283
Water savings							32	\$237	\$237
	4,998	\$283	0	\$0	0	\$0	32	\$237	\$520
Courthouse Grand Haven									
lighting Retrofit	45,644	\$2,586							\$2,586
	45,644	\$2,586	0	\$0	0	\$0	0	\$0	\$2,586
Holland Court									
lighting Retrofit	4,301	\$244							\$244
	4,301	\$244	0	\$0	0	\$0	0	\$0	\$244
Hudsonville Court									
NSB of RTU's	76,088	\$6,277			259	\$1,935			\$8,212
lighting Retrofit	33,323	\$2,849							\$2,849
Water savings							29	\$152	\$152
	109,411	\$9,126	0	\$0	259	\$1,935	29	\$152	\$11,212
TOTALS Year 1	689,638	\$46,847	14	\$1,928	5,206	\$29,632	8,031	\$58,923	\$137,331



Year One Non-Measured Cost Avoidance (1 of 2)

Non-Measured Energy Savings	Projected Kwh saved	Projected Kwh \$ Saved	Projected MMBtu Saved	Gas \$ Saved (MMBtu)	Total Annual \$ Saved
James St. A Building					
Building Infiltration	210	\$12	75	\$430	\$442
mechanical insulation			250	\$1,436	\$1,436
VSD on HVAC pumps					\$0
Replace Heat Pumps	37,448	\$2,121	21	\$119	\$2,241
Replace RTUs	18,724	\$1,061	8	\$48	\$1,109
Cooling tower Fan VFD	8,508	\$482			\$482
NPM / Plug Strips	7,295	\$413			\$413
	72,185	\$4,090	354	\$2,034	\$6,123
James St. B Building					
Building Infiltration	26	\$1	9	\$52	\$53
mechanical insulation			109	\$628	\$628
VSD on HVAC pumps					\$0
Replace Heating Boiler			43	\$249	\$249
Replace DHW Heater			13	\$74	\$74
Replace Heat Pumps	45,888	\$2,600	18	\$101	\$2,700
Cooling tower Fan VFD	8,508	\$482			\$482
NPM / Plug Strips	1,022	\$58			\$58
	55,444	\$3,141	192	\$1,103	\$4,244
James St. C Building					
Building Infiltration	8	\$0.5	3	\$17	\$18
mechanical insulation			0.1	\$1	\$1
Replace Furnaces / AC units	88,914	\$5,037	99	\$566	\$5,603
NPM / Plug Strips	19,418	\$1,100			\$1,100
	108,340	\$6,138	102	\$584	\$6,722
James St. D Building					
Building Infiltration	163	\$9	63	\$361	\$371
mechanical insulation			241	\$1,383	\$1,383
Chiller replacement / upgrade	72,345	\$4,098			\$4,098
NPM / Plug Strips	4,854	\$275			\$275
	77,362	\$4,383	304	\$1,744	\$6,127
Administration					
Building Infiltration	55	\$4	21	\$112	\$116
mechanical insulation			313	\$1,676	\$1,676
NPM / Plug Strips	45,348	\$3,036			\$3,036
	45,403	\$3,040	334	\$1,789	\$4,829
Corrections					
Building Infiltration	36	\$2	13	\$70	\$72
mechanical insulation			549	\$2,940	\$2,940
NPM / Plug Strips	11,337	\$759			\$759
	11,373	\$762	562	\$3,010	\$3,772

Year One Non-Measured Cost Avoidance Continued, (2 of 2)

Non-Measured Energy Savings	Projected Kwh saved	Projected Kwh \$ Saved	Projected MMBtu Saved	Gas \$ Saved (MMBtu)	Total Annual \$ Saved
Courthouse Grand Haven					
Building Infiltration	11	\$0.6	4	\$23	\$24
mechanical insulation			79	\$453	\$453
Add Condensing Boiler			247	\$1,347	\$1,347
NPM / Plug Strips	32,448	\$1,638			\$1,638
	32,459	\$1,638	330	\$1,823	\$3,461
Holland Court					
Building Infiltration	9	\$0.5	3	\$16	\$17
mechanical insulation			178	\$952	\$952
NPM / Plug Strips	15,308	\$867			\$867
	15,317	\$868	181	\$968	\$1,836
Hudsonville Court					
Building Infiltration	10,195	\$872			\$872
mechanical insulation			2	\$11	\$11
NPM / Plug Strips	8,251	\$706			\$706
	18,446	\$1,577	2	\$11	\$1,588
TOTALS Year 1	436,330	\$25,636	2,361	\$13,065	\$38,701

Year One Operational Cost Avoidance,

Ottawa County Facilities

Summary of Operational Savings	Ops \$	Total \$ Year 1
James St. A Building		
Heat Pump Repairs	\$1,144	\$1,144
Roof Top Unit Repairs	\$1,040	\$1,040
	\$2,184	\$2,184
James St. B Building		
Heat Pump Repairs	\$1,144	\$1,144
	\$1,144	\$1,144
James St. C Building		
Furnace Repairs	\$1,560	\$1,560
	\$1,560	\$1,560
Corrections		
DX Unit Repairs	\$8,320	\$8,320
	\$8,320	\$8,320
County Wide		
Exterior Lighting Repairs	\$14,243	\$14,243
Water Conservation Materials	\$310	\$310
HVAC Repair Material	\$3,439	\$3,439
	\$17,992	\$17,992
TOTAL Year 1	\$31,200	\$31,200



Construction Cost Avoidance -Measured

		7/31/2015	Construction savings to date shown						
Measured Energy Savings	FM Completion Date	Days since Completion	kWh \$ Savings	Gas \$ Savings	Water \$ Savings	Net Constr. Savings \$	Kwh saved	MMBtu Saved	kGals Water Saved
James St. A Building									
Lighting Retrofit	5/1/15	91	\$142	\$0	\$0	\$142	2,585	0	0
Water savings	2/15/14	531	\$0	\$0	\$99	\$99	0	0	26
			\$142	\$0	\$99	\$241	2,585	0	26
James St. B Building									
Lighting Retrofit	1/15/15	197	\$219	\$0	\$0	\$219	3,983	0	0
Water savings	2/15/14	531	\$0	\$0	\$523	\$523	0	0	138
			\$219	\$0	\$523	\$742	3,983	0	138
James St. C Building									
Lighting Retro	5/1/15	91	\$40	\$0	\$0	\$40	735	0	0
Water savings	2/15/14	531	\$0	\$0	\$745	\$745	0	0	196
			\$40	\$0	\$745	\$786	735	0	196
James St. D Building									
Lighting Retro	5/1/15	91	\$425	\$0	\$0	\$425	7,729	0	0
VFD on HVAC Water Pumps	5/15/14	0	\$0	\$0	\$0	\$0	0	0	0
Replace 2 boilers w/ Hi Eff	7/15/14	381	\$0	\$0	\$0	\$0	0	158	0
Water savings	2/15/14	531	\$0	\$0	\$157	\$157	0	0	41
			\$425	\$0	\$157	\$582	7,729	158	41
James St. garage									
Lighting Retro	5/1/15	91	\$18	\$0	\$0	\$18	323	0	0
Water savings	2/15/14	531	\$0	\$0	\$4	\$4	0	0	1
			\$18	\$0	\$4	\$21	323	0	1
Administration									
Lighting Retro	5/1/15	91	\$475	\$0	\$0	\$475	7,309	0	0
Filmore Drive Lighting	5/1/15	91	\$405	\$0	\$0	\$405	6,231	0	0
VFD on Firing Range Fan	3/1/15	152	\$252	\$0	\$0	\$252	3,834	0	0
Replace Heating Boilers	9/11/14	323	\$0	\$1,750	\$0	\$1,750	0	341	0
VFD on Heating Hot Water Pumps	9/11/14	0	\$0	\$0	\$0	\$0	0	0	0
Replace DHW heater	4/1/14	486	\$0	\$658	\$0	\$658	0	128	0
Water savings inc in Corrections	2/15/14	0	\$0	\$0	\$0	\$0	0	0	0
Lighting Retro in storage garages	5/1/15	91	\$0	\$0	\$95	\$95	0	0	13
			\$1,132	\$2,409	\$95	\$3,636	17,374	469	13
Corrections									
lighting Retro Ext	5/1/15	91	\$1,958	\$0	\$0	\$1,958	30,117	0	0
lighting Retro Int	5/1/15	91	\$1,289	\$0	\$0	\$1,755	19,825	0	0
NSB of RTU's	7/31/15	0	\$0	\$0	\$0	\$0	0	0	0
CO2 control for Night time	7/31/15	0	\$0	\$0	\$0	\$0	0	0	0
Replace DHW heaters	11/1/14	272	\$0	\$2,518	\$0	\$2,518	0	440	0
Replace 3N & 2M Heating boilers	11/1/14	272	\$0	\$6,165	\$0	\$6,165	0	1,078	0
VFD on HHW pumps	12/1/14	242	\$569	\$0	\$0	\$569	8,750	0	0
Water savings	2/15/14	531	\$0	\$0	\$80,591	\$80,591	0	0	11,116
			\$3,815	\$8,683	\$80,591	\$93,556	58,692	1,518	11,116
Fulton Ave. Grand Haven									
lighting Retrofit	5/1/15	91	\$69	\$0	\$0	\$69	1,246	0	0
Water savings	2/15/14	531	\$0	\$0	\$335	\$335	0	0	46
			\$69	\$0	\$335	\$403	1,246	0	46
Courthouse Grand Haven									
lighting Retrofit	5/1/15	91	\$626	\$0	\$0	\$626	11,380	0	0
			\$626	\$0	\$0	\$626	11,380	0	0
Holland Court									
lighting Retrofit	12/10/14	233	\$151	\$0	\$0	\$151	2,746	0	0
			\$151	\$0	\$0	\$151	2,746	0	0
Hudsonville Court									
NSB of RTU's	7/31/15	0	\$0	\$0	\$0	\$0	0	0	0
Lighting Retrofit	7/31/15	0	\$0	\$0	\$0	\$0	0	0	0
Water savings	2/15/14	531	\$0	\$0	\$214	\$214	0	0	43
			\$0	\$0	\$214	\$214	0	0	43
TOTALS			\$6,637	\$11,092	\$82,763	\$100,959	106,792	2,144	11,620



Construction Cost Avoidance – Non-Measured

Non-Measured Energy Savings	FM Completion Date	7/31/2015		Construction savings to date			Kwh saved	MMBtu Saved
		Days since Completion	kWh \$ Savings	Gas \$ Savings	Net Construction Savings \$			
James St. A Building								
Building Envelope	11/15/13	623	\$20	\$713	\$733	358	128	
mechanical insulation	11/15/13	623	\$0	\$2,380	\$2,380	0	427	
VSD on HVAC pumps	5/1/14	0	\$0	\$0	\$0	0	0	
Replace Heat Pumps	5/1/14	456	\$2,573	\$145	\$2,718	46,784	0	
Replace RTUs	1/15/14	562	\$1,586	\$71	\$1,657	28,830	13	
Cooling tower Fan VFD	6/1/14	425	\$545	\$0	\$545	9,907	0	
NPM / Plug Strips	12/1/13	607	\$667	\$0	\$667	12,132	0	
			\$5,391	\$3,309	\$8,700	98,011	568	
James St. B Building								
Building Envelope	11/15/13	623	\$2	\$86	\$88	44	15	
mechanical insulation	11/15/13	623	\$0	\$1,040	\$1,040	0	187	
VSD on HVAC pumps	2/1/14	0	\$0	\$0	\$0	0	0	
Replace Heating Boiler	11/1/13	637	\$0	\$421	\$421	0	76	
Replace DHW Heater	11/1/13	637	\$0	\$125	\$125	0	22	
Replace Heat Pumps	5/15/14	442	\$3,056	\$118	\$3,175	55,568	21	
Cooling tower Fan VFD	5/1/14	456	\$585	\$0	\$585	10,629	0	
NPM / Plug Strips	12/1/13	607	\$93	\$0	\$93	1,700	0	
			\$3,737	\$1,791	\$5,527	67,942	321	
James St. C Building								
Building Envelope	11/15/13	623	\$1	\$29	\$29	14	5	
mechanical insulation	11/15/13	623	\$0	\$1	\$1	0	0	
Replace Furnaces / AC units	5/1/14	456	\$6,109	\$687	\$6,797	111,081	123	
NPM / Plug Strips	12/1/13	607	\$1,776	\$0	\$1,776	32,292	0	
			\$7,886	\$717	\$8,603	143,387	129	
James St. D Building								
Building Envelope	11/15/13	623	\$15	\$599	\$614	278	108	
mechanical insulation	11/15/13	623	\$0	\$2,291	\$2,291	0	411	
Chiller replacement / upgrade	5/15/14	442	\$4,818	\$0	\$4,818	87,607	0	
NPM / Plug Strips	12/11/13	597	\$437	\$0	\$437	7,939	0	
			\$5,270	\$2,890	\$8,161	95,825	519	
Administration								
Building Envelope	11/15/13	623	\$6	\$186	\$192	94	36	
mechanical insulation	11/15/13	623	\$0	\$2,778	\$2,778	0	534	
NPM / Plug Strips	12/1/13	607	\$4,902	\$2,707	\$7,609	75,414	521	
			\$4,908	\$5,671	\$10,579	75,508	1,091	
Corrections								
Building Envelope	11/15/13	623	\$4	\$115	\$119	61	22	
mechanical insulation	11/15/13	623	\$0	\$4,873	\$4,873	0	937	
NPM / Plug Strips	12/1/13	607	\$1,225	\$0	\$1,225	18,854	0	
			\$1,229	\$4,988	\$6,218	18,915	959	
Courthouse Grand Haven								
Building Envelope	11/15/13	623	\$1	\$38	\$39	19	7	
mechanical insulation	11/15/13	623	\$0	\$750	\$750	0	135	
Add Condensing Boiler	5/1/14	456	\$0	\$1,634	\$1,634	0	309	
NPM / Plug Strips	12/1/13	607	\$2,644	\$0	\$2,644	53,961	0	
			\$2,645	\$2,423	\$5,068	53,980	450	
Holland Court								
Building Envelope	11/15/13	623	\$1	\$27	\$27	15	5	
mechanical insulation	11/15/13	623	\$0	\$1,577	\$1,577	0	303	
NPM / Plug Strips	12/1/13	607	\$1,400	\$0	\$1,400	25,457	0	
			\$1,401	\$1,604	\$3,005	25,473	308	
Hudsonville Court								
Building Envelope	11/15/13	623	\$1,444	\$0	\$1,444	17,401	0	
mechanical insulation	11/15/13	623	\$0	\$18	\$18	0	3	
NPM / Plug Strips	12/1/13	607	\$1,139	\$0	\$1,139	13,722	0	
			\$2,583	\$18	\$2,601	31,123	3	
TOTALS			\$35,051	\$23,410	\$58,461	610,164	4,349	



Construction Cost Avoidance – Operations & Maintenance

Ottawa County Facilities		7/31/2015	
Summary of Operational Savings	Const. end Date	Days since Completion	Const. \$ Savings to date
James St. A Building			
Heat Pump Repairs	10/15/14	289	\$871
Roof Top Unit Repairs	2/15/14	531	\$1,455
			\$2,326
James St. B Building			
Heat Pump Repairs	10/15/14	289	\$871
			\$871
James St. C Building			
Furnace Repairs	10/15/14	289	\$1,188
			\$1,188
Corrections			
DX Unit Repairs	5/1/15	91	\$1,995
			\$1,995
County Wide			
Exterior Lighting Repairs	5/1/15	91	\$3,414
Water Conservation Materials	2/15/14	531	\$434
HVAC Repair Material	5/1/15	91	\$824
			\$4,673
TOTAL to Date			\$11,052



Schedule 2

Total Project Benefits

Year	Measured	Non-Measured		Total
	Measured Energy Cost Avoidance ⁽¹⁾	Energy Cost Avoidance ⁽¹⁾	Operations & Maintenance Cost Avoidance ⁽²⁾	
1	\$122,617	\$31,654	\$31,200	\$185,471
2	\$126,296	\$32,604	\$32,448	\$191,348
3	\$130,085	\$33,582	\$33,746	\$197,413
4	\$133,987	\$34,589	\$35,096	\$203,672
5	\$138,007	\$35,627	\$36,499	\$210,133
Total	\$650,992	\$168,056	\$168,989	\$988,037

*Energy Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

** Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of (1) First year energy savings are escalated 3% (2) Operation and Maintenance are escalated 4%



Fillmore Administration INSTALL VARIABLE SPEED DRIVES ON range FAN

- 60 ...TOTAL VAV FAN HORSEPOWER (FANHP)
- 75.0% ...COMBINED LOADING PERCENT OF ALL SUPPLY/RETURN FAN MOTORS (FANLOAD)
- 85.0% ...COMBINED EFFICIENCY OF ALL SUPPLY/RETURN FAN MOTORS (FANEFF)
- 1 ...CURRENT VOLUME CONTROL (1=CV, 2=DD, 3=IV)
- 89 ...TOTAL FAN RUNTIME HOURS (FANHRS) [extrapolated for yearly runtime from actual data]
- 0% ...PERCENT OF HOURS OPERATION AT 100% (100%HRS)
- 0% ...PERCENT OF HOURS OPERATION AT 90% (90%HRS)
- 40% ...PERCENT OF HOURS OPERATION AT 80% (80%HRS)
- 57% ...PERCENT OF HOURS OPERATION AT 70% (70%HRS)
- 0% ...PERCENT OF HOURS OPERATION AT 60% (60%HRS)
- 3% ...PERCENT OF HOURS OPERATION AT 50% (50%HRS)
- 100% ...SUM OF PERCENT OF HOURS OPERATION
- \$0.0696 ...ELECTRICITY UNIT (\$) COST/KWHR (ELECCOST)

(Current)	$ \begin{aligned} & (FANHP / FANREFF * .746 \text{ KW/HP}) * FANLOAD * ((FAN100 * (100\%HRS * FANHRS)) + \\ & (FAN90 * (90\%HRS * FANHRS)) + (FAN80 * (80\%HRS * FANHRS)) + \\ & (FAN70 * (70\%HRS * FANHRS)) + (FAN60 * (60\%HRS * FANHRS)) + \\ & (FAN50 * (50\%HRS * FANHRS))) = \\ & KWH SAVED * ELECCOST = \end{aligned} $	<p>13,823 KWH \$962.08 COST</p>
(Retrofit)	$ \begin{aligned} & (FANHP / FANEFF * .746 \text{ KW/HP}) * FANLOAD * ((1.0 * (100\%HRS * FANHRS)) + \\ & (.82 * (90\%HRS * FANHRS)) + (.65 * (80\%HRS * FANHRS)) + \\ & (.51 * (70\%HRS * FANHRS)) + (.38 * (60\%HRS * FANHRS)) + \\ & (.27 * (50\%HRS * FANHRS))) = \\ & KWH SAVED * ELECCOST = \end{aligned} $	<p>1,965 KWH <u>\$136.77</u> COST</p>
(Savings)	$ \begin{aligned} & \text{Current less retrofit} = \\ & \text{Current less retrofit} = \end{aligned} $	<p>11,858 KWH <u>\$825.31</u></p>



Department of Human Services (D Building) CW pump VFD

INSTALL VARIABLE SPEED DRIVES ON HW PUMPS:

3.73	...TOTAL HW PUMP MEASURED KW (HWPKW)		
5.00	...TOTAL HW PUMP HORSEPOWER (HWPHP)		
80.0%	...COMBINED LOADING PERCENT OF ALL HW PUMP MOTORS (HWPLOAD)		
87.5%	...COMBINED EFFICIENCY OF ALL HW/CW PUMP MOTORS (HWPEFF)		
1,820	...TOTAL PUMP RUNTIME HOURS (PUMPHRS = extrapolated run time)		
22%	...PERCENT OF HOURS OPERATION AT 100% (100%HRS)		
25%	...PERCENT OF HOURS OPERATION AT 90% (90%HRS)		
13%	...PERCENT OF HOURS OPERATION AT 80% (80%HRS)		
13%	...PERCENT OF HOURS OPERATION AT 70% (70%HRS)		
28%	...PERCENT OF HOURS OPERATION AT 60% (60%HRS)		
0%	...PERCENT OF HOURS OPERATION AT 50% (50%HRS)		
0%	...PERCENT OF HOURS OPERATION AT 40% (40%HRS)		
0%	...PERCENT OF HOURS OPERATION AT 30% (30%HRS)		
100%	...SUM OF PERCENT OF HOURS OPERATION		
\$0.0670	...ELECTRICITY UNIT (\$) COST/KWHR (ELECCOST)		
(Current)	(HWPHP*0.746 KW/HP/HWPEFF)*HWPLOAD*PUMPHRS =====	10,998	KWH
	KWH * ELECCOST =====	\$736.88	
(Retrofit)	(HWPHP/HWPEFF*.746 KW/HP)*HWPLOAD*((1.0*(100%HRS*HWPHRS))+		
	(.9^2.5 * (90%HRS * HWPHRS)) + (.8^2.5 * (80%HRS * HWPHRS)) +		
	(.7^2.5 * (70%HRS * HWPHRS)) + (.6^2.5 * (60%HRS * HWPHRS)) +		
	(.5^2.5 * (50%HRS * HWPHRS)) + (.4^2.5 * (40%HRS * HWPHRS)) +		
	(.3^2.5 * (30%HRS * HWPHRS))) =====	3,800	KWH
	KWH * ELECCOST =====	\$254.60	
	TOTAL SAVINGS =====	7,198	kWh
		\$482.28	



Hudsonville Court Night Setback Savings Calculations

NIGHT SETBACK/SHUTDOWN CALCULATION:

	168	...PRESENT HRS/WK OF SYSTEM OPERATION (HVACHRS)	
	59	...HRS/WK OF ACTUAL BUILDING OCCUPANCY (HRSOC adjusted for additional runtime due to humidity issues)	
	10	...HRS/WK OF SCHEDULED FOR WARMUP/COOLDOWN (WUCD)	
	52	...WKS/YR OF AIR SYSTEM OPERATION (WPY)	
	23%	...FAN NIGHT CYCLING % FOR HEATING SETBACK, FROM WEATHER DATA (CYCLE)	
	15.78	...MEASURED FAN KW (FAN KW)	
\$	0.0880	...ELECTRICITY UNIT (\$) COST/KWHR (ELECCOST)	
	100%	...KWH TUNING FACTOR (KWHTF)	
(Fan Savings)		$((HVACHRS - (HRSOCC + WUCD)) * (1 - CYCLE) * WPY * FAN KW) * KWHTF$ =====	62,551 KWH
		KWH SAVED * ELECCOST =====	\$5,503 SAVINGS
		$((HPSOCC + WUCD) * CYCLE) + (HRSOCC + WUCD)$	
		* WPY =====	4,413 Yearly Run Time
	5124	...HEATING HRS/YR FROM WEATHER DATA (HHPY)	
	14,900	...TOTAL SUPPLY FAN CFM (CFM)	
	10%	...PERCENT VENTILATION DURING UNOCC HRS. (UNOCVENT)	
	65	...UNOCCUPIED HRS. SPACE HEATING SETPOINT (HTSPUNOC)	
	33.8	...AVERAGE O.A. TEMP. DURING HEATING SEASON (AVEDBT)	
\$	7.94	...\$/1000000 BTU COST OF HEATING ENERGY (HEATCOST)	
	34,380	...BUILDING SQ.FT. AREA TO BE SET BACK (BLDGSQFT)	
	1	...NUMBER OF FLOORS IN BUILDING (FLOORS)	
	10	...FLOOR TO FLOOR HEIGHT (FLOORHT)	
	0.125	...ENERGY TRANSFER RATE OF THE BUILDING (U)	
	72	...CURRENT OCCUPIED SPACE HEATING SETPOINT (HTSP)	
	CCF	...TYPE OF FUEL (GAS MCF, OIL GAL, COAL TONS)	
\$	0.64	... COST / UNIT OF FUEL	
	102,700	...BTUs / UNIT (BTUs/UNIT)	
	20%	...LOSSES OF STEAMHEATING SYSTEM (EOSH)	
	100%	...HEATING BTUs TUNING FACTOR (HTF)	
(Bldg Heat Loss Savings)		$((HVACHRS - (HRSOCC + WUCD)) * (HHPY / 168 \text{ HRS/WK}) * ((\text{SQRT}(\text{BLDGSQFT} / \text{FLOORS}) * 4 * \text{FLOORHT}) + (\text{BLDGSQFT} / \text{FLOORS})) * U * (\text{HTSP} - \text{HTSPUNOC}) / 1,000,000) * \text{HTF}$ =====	110 MMBTU
		MMBTU SAVED * HEATCOST =====	\$876 SAVINGS
		$((\text{MMBTU} * 1,000,000) * (1 * \text{EOSH})) / \text{BTUs/UNIT}$ =====	1,290 CCF SAVINGS
(Vent Heat Loss Savings)		$((HVACHRS - (HRSOCC + WUCD)) * (1 - CYCLE) * (HHPY / 168 \text{ HRS/WK}) * \text{CFM} * \text{UNOCVENT} * 1.08 (\text{BTU/HR-CFM-}^\circ\text{F}) * (((\text{HTSPUNOC} + \text{HTSP}) / 2) - \text{AVEDBT}) / 1000000) * \text{HTF}$ =====	130 MMBTU
		MMBTU SAVED * HEATCOST =====	\$1,030 SAVINGS
		$((\text{MMBTU} * 1,000,000) * (1 * \text{EOSH})) / \text{BTUs/UNIT}$ =====	1,517 CCF SAVINGS
	32.997	...COOLING BTU REQUIRED TO COOL 1000 CFM/YR (CBTU)	
\$	7.33	...\$/1000000 BTU COST OF COOLING ENERGY (COOLCOST)	
	3225.6	...COOLING HRS/YR FROM WEATHER DATA (CHPY)	
	19.20	...COOLING WEEKS PER YEAR (CWPY) = (CHPY/168)	
	19.20	...COINCIDENT COOLING WEEKS (CLGWKS) = MAX((CHPY/168-(52 WKS-WPY)),0)	
	1.00	...Avg. KW/TON OF CHILLER (KW/TON)	
	100%	...COOLING TUNING FACTOR (CTF)	
	0.00	...AVG. KW OF SUPPORT EQUIPMENT (KWSUPT)	
	100%	...SUPPORT EQUIPMENT TUNING FACTOR (SETF)	
(Cooling Savings)		$((HVACHRS - (HRSOCC + WUCD)) / 50 (\text{HRS/WK}) * (\text{CLGWKS}/\text{CWPY}) * \text{CFM} * \text{UNOCVENT} * \text{CBTU} / 1000) * \text{CTF}$ =====	97 MMBTU
		MMBTU SAVED * COOLCOST =====	\$714 SAVINGS
		$((\text{MMBTUs}/12,000) \text{KW/TON})$ =====	8,112 KWH SAVINGS
			actual xx.x hrs / wk
		Savings	\$8,123 \$
		\$6,216	70,664 kWh Electric
		\$1,907	240 MMBtu Gas





Alan G. Vanderberg
County Administrator

John E. Shay
Deputy County Administrator

Ottawa County

Administrator's Office

Date: 10/11/2018
To: Planning and Policy Committee
From: Al Vanderberg
Subject: Policies with Procedural Updates

The Internal Policy Review Team (Administrator, Assistant Administrator, Corporate Counsel, HR Director, IT Director, Facilities Director and Fiscal Services Director) meets on a regular basis to review and update policies and administrative rules. Per the County Policy, each policy is scheduled to be reviewed every two years and is submitted to the Board of Commissioners for approval when a policy update is recommended. The County Administrator approves procedures and updates to procedures as well as Administrative Rules. Per the normal schedule of review by the Internal Policy Review Team, the following policies have been reviewed and no policy changes are recommended. Policies that have received a procedural change and new or revised administrative rules have been attached for your information. If you have questions please contact me otherwise these polices will be forwarded to the entire Board via email as information.

Reviewed with procedural revisions

Innovation and Technology Policy

Mobile Device Policy

General Policies

Commissioner Expense and Mileage Policy

Conduct of Public

Human Resources Policy

Reemployment of Retirees Policy

Reviewed with no changes

General Policies

Administrative Rules Policy

Closure of County Buildings and Facilities Policy

County Logo Use Policy

County Policies

Performance Verification Policy

Board Policies

Administrator's Evaluation Policy

Appointments to Boards and Commissions Policy

Code of Ethics Policy

Honorary Resolution Policy

Millage Request Policy



Ottawa County

MOBILE DEVICE POLICY

I. POLICY

This policy shall apply to all County employees, elected and appointed officials, and any other person authorized for the use of a ~~County provided~~County-provided Mobile Device, the reimbursement for the use of a personal Mobile Device or the use of a personal Mobile Device in the conduct of County business.

The responsibility for ensuring compliance with this policy rests with each department head. The Administrator and/or the Administrator's designee reserve the right to approve, deny and terminate the use of a ~~County provided~~County-provided Mobile Device, the reimbursement for the use of a personal Mobile Device or the ability to forward-access County data ~~to-with~~ a personal Mobile Device. The County has the authority to take necessary measures to manage the use of ~~County provided~~County-provided and personal Mobile Devices used in the conduct of County business and is not responsible for the loss of personal information or costs that may result from the management and control activities needed to ensure acceptable use of such devices.

All employees, elected and appointed officials conducting County business on Mobile Devices are expected to comply with all County policies and exercise the same care in communicating information as when communicating from any County owned device.

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 on: May 28, 2013

Board of Commissioners Resolution Number and Policy Adoption Date: May 28, 2013 B/C 13-105

Board of Commissioner Review Date and Resolution Number: May 14, 2013 B/C 13-097

Name and Date of Last Committee Review: Planning and Policy November 3, 2016

Last Review by Internal Policy Review Team: October 5, 2016



Ottawa County

IV. PROCEDURE

A. General Information

1. A Mobile Device approved for use under this policy will include cell phones, smart phones and other devices as specifically approved that allow the user to communicate and/or access data through wireless or cellular networks.
2. Employees whose job requires them to use a mobile device for County business, as outlined in this Policy, may have the option to use a ~~County provided~~County-provided Mobile Device or be eligible to receive a monthly stipend towards the use of a personal Mobile Device service. The County and/or Departments may require the use of a ~~County provided~~County-provided Mobile Device without the option for a monthly stipend.
3. The eligibility for either a ~~County provided~~County-provided Mobile Device or a monthly stipend towards the use of a personal Mobile device shall be determined by the Administrator and/or the Administrator's designee using the criteria stated in this Policy. Departmental eligibility may be more, but not less, restrictive than the criteria stated in this Policy.
4. The following criteria should be used by Departments to justify their request to authorize the use of a ~~County provided~~County-provided Mobile Device or a monthly stipend towards the use of a personal Mobile Devices. The listed criteria should be used in combination to justify a request, as neither the presence nor absence of any criteria will singularly be used to justify or reject a request.
 - a. Employee authorized to have ~~Cell Phones or Blackberry~~mobile devices under the previous County issued device policy;
 - b. Employee position requires a high degree of mobility;
 - c. Employee regularly performs job functions at locations where a "land-line" is not available;
 - d. Employee is a Department Head, Elected Official, Manager, Supervisor;
 - e. Employee is required to attend frequent off-site events: Meetings, Conferences, etc.;
 - f. Employee must conduct essential job functions while traveling;
 - g. Employee is involved in some type of emergency response role;
 - h. Employee needs to be available for 24/7 "On Call" emergency support.



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5. Employees and Department Heads will address the criteria listed in section 4 on the “Mobile Device Justification Form” when submitting:

- a. An IT Equipment Request for ~~County provided~~County-provided Mobile Devices;
- b. A new budget request for a monthly stipend towards the use of a personal Mobile Device submitted as part of the annual budget process;
- c. A request to have County data forwarded to personal Mobile Device without reimbursement.

6. Departments will maintain a list of authorized users for ~~County provided~~County-provided Mobile Devices, monthly stipends for personal Mobile Devices and employees authorized to have County data forwarded to a personal Mobile Device without reimbursement. This list will be reviewed and updated at least annually for changes. All associated costs for Mobile Devices will be assessed to the Department’s budget.

7. The County may, from time to time, establish and update a list of acceptable mobile device carriers whose service meets the requirements necessary to conduct County business. An example would include a carrier whose service does not adequately cover portions of the County.

B. ~~County Provided~~County-provided Mobile Devices

1. The County will maintain and support a standard Mobile Device, taking into consideration concerns regarding security, coverage throughout the County and affordability of plans.
2. The IT Department will maintain ~~County provided~~County-provided Mobile Devices.
3. The use of ~~County provided~~County-provided Mobile Devices is reserved solely for the conduct of County business. With the exception of incidental personal use, use of ~~County provided~~County-provided Mobile Devices should be for County business purposes.
4. At least annually the County cost for a standard Mobile Device with various features will be updated, which establishes the basis for stipends and a reimbursement allowance for the use of personal Mobile Devices.

C. Monthly Stipends for Personal Mobile Devices

1. Authorized individuals will be eligible for a monthly stipend that matches the County cost for similar plans for ~~County provided~~County-provided Mobile Devices. The stipend is intended to reimburse the employee for the average business use of the Mobile Device, not to pay the entire bill.



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2. All costs for the Mobile Device including, but not limited to, the device purchase, its maintenance, repair or replacement, and all service plan and usage costs will be borne by the individual.

3. Devices that are replaced, lost or stolen must be reported to the County IT Department. The County reserves the right to “remove” or “wipe” information from personal Mobile Devices authorized for County business. The County will not be responsible for the loss of any County or personal information that results from this process.

D. Personal Mobile Device Use Without County Reimbursement

1. Employees not otherwise authorized under this policy for a ~~County provided~~ County-provided Mobile Device or a monthly stipend for a personal Mobile Device may receive approval to forward County data to their personal Mobile Device.
2. Employees who wish to forward County data to a personal Mobile Device must secure the authorization of their Department to do so.
3. Employees who wish to forward County data to a personal Mobile Device are subject to the requirements of all County policies, including this policy.

E. Responsibilities Regarding Mobile Devices

1. Devices that support data transfer and retention must use password protection to prevent disclosure of County information in the event the device is lost, stolen, or misplaced.
2. Employees are not allowed to *Jailbreak* their mobile device. In the event a device is identified as being modified to run unsigned code, access to County data will be terminated and the data removed from the device. The employee will be notified of the issue and restored to service when corrective action is taken.
3. Departments must report employee terminations. Devices will be wiped prior to or upon termination of employment. Preferably, employee terminations will be reported to the IT Department prior to the date of termination so that wiping of devices can be completed and confirmed before the employee’s last day of employment.
4. It is a violation of this policy to disable the County’s ability to wipe a device authorized under this policy.
5. Authorized individuals will report brand, model, serial number and phone number to the County as well as any changes in device information as they occur.



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6. Authorized individuals may be subject to periodic audits which will require them to present billing and call information for the period designated.
7. Mobile Devices authorized for County business will be configured by the Innovation and Technology Department as needed to provide necessary functionality, such as County e-mail or instant messaging.
8. The County does not provide technical support for personal equipment.
9. It is not permissible to connect personal Mobile Devices to County computers for the purpose of downloading, storing and synchronizing apps and files used on personal Mobile Devices.
10. The County does not accept any liability for claims, charges, or disputes between the service provider and the employee.
11. Any device that stores County information is subject to FOIA and eDiscovery. While the County will take necessary action to provide information as requested, individuals authorized under this policy will be required to surrender their devices as needed to provide the requested information.
12. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

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

COMMISSIONER EXPENSE AND MILEAGE POLICY

I. POLICY

It is the policy of the Ottawa County Board of Commissioners to compensate members of the Board and to reimburse Board members for expenses and mileage related to County business.

II. STATUTORY REFERENCES

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); 46.71, Act 156 of 1851, as amended.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Policy Adoption Date and Resolution Number: March 12, 2013; B/C 13-056

Board of Commissioners Review Date and Resolution Number: February 26, 2013; B/C 13-038

Name and Date of Last Committee Review: Planning and Policy Committee, February 14, 2013

Last Review by the Internal Policy Review Team: September 5, 2018



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IV. PROCEDURES

A. Annual Salaries of Board Members

1. The annual salaries of the Chairperson, Vice-Chairperson, and members of the Board of Commissioners will be determined by the Ottawa County Compensation Commission.

B. Board and Committee Meetings

1. To assure the presence of a quorum, if members of the Board of Commissioners are unable to attend a Board of Commissioner's meeting, or a meeting of a Board Committee, they should notify the Administrator's Office.

C. Expenses and Mileage

1. Expenses incurred and mileage payments are allowed while in the conduct of County business. Mileage is payable at the current rate allowed by Internal Revenue Service regulations and may be taxable. Expense and mileage vouchers should be submitted on forms made available by the County for such purposes. Mileage payments will be included on monthly Statements of Review that are approved by the Finance and Administration Committee.

~~D. Telephone and Communication Costs~~

- ~~1. Long distance telephone costs pertaining to County business, which may include the cost of maintaining a County approved second telephone line for access to the County computer system, are reimbursable. The date the call was made, who was called, the cost, and a copy of the telephone bill or Internet cable service bill must be submitted to the Fiscal Services Department on the reimbursement voucher, either electronically or by hard copy.~~

~~E.D.~~ _____ Franking Privileges

1. County stationary stationery for correspondence and mailing pertaining to County business is available from the County Administrator's Office. Commissioners may be reimbursed for postal costs pertaining to county business. Receipts for those costs must be submitted on the reimbursement voucher.

~~F.E.~~ _____ Newspaper and Magazine Subscriptions

1. Commissioners are entitled to subscriptions to any one of the following newspapers: The Grand Haven Tribune, the Grand Rapids Press, the Muskegon Chronicle, the Holland Sentinel, or the Zeeland Record.



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2. Commissioners may subscribe to any governmental magazine up to \$75.00 value per year.

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

CONDUCT OF PUBLIC MEETINGS

I. POLICY

It is the policy of the Ottawa County Board of Commissioners to fully comply with the requirement of the Open Meetings Act, MCLA 15.261 et seq., as amended, (“the Act”). This Policy establishes certain guidelines for the conduct of public meetings and for comment and participation at those meetings by members of the public.

II. STATUTORY REFERENCES

MCLA 15.261 et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The Board adopts the “Guidelines of the Ottawa County Board of Commissioners on the Conduct of Public Meetings” attached as Exhibit “A”. A copy of the Guidelines shall be brought to all meetings of the Board of Commissioners, and shall be available for public inspection upon request. The terms of the Guidelines are summarized in the “Summary of Audience Participation Guidelines” attached as Exhibit “B”. A copy of the “Summary of Audience Participation Guidelines” shall be posted at the regular meeting place of the Board, and copies may be distributed at a public meeting, as may be deemed necessary by the Board Chairperson, so that the public is informed regarding the procedures for audience participation at meetings of the Board.

The original Board policy on this subject matter was adopted on March 2, 1995 B/C 95-105

Board of Commissioners Resolution Number and Policy Adoption Date: January 23, 2001 B/C 01-035

Board of Commissioner Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning & Policy Committee; November 14, 2013

Last Review by Internal Policy Review Team: September 5, 2018

IV. 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.



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Exhibit "A"
Guidelines of the Ottawa County
Board of Commissioners on
The Conduct of Public Meetings

It is the policy of the Board to fully comply with the requirements of the Open Meetings Act, MCLA 15.261 et seq., as amended, ("the Act"). As authorized in Section 13(5) of the Act, MCLA 15.263(5), the Board has adopted these Guidelines on the Conduct of Public Meetings:

1. Opportunities For "Public Comment" On Agenda. The Agenda of each meeting of the Board provides two opportunities for "Public Comment." The first opportunity is scheduled before formal approval of the Agenda, and the second is scheduled immediately before Adjournment. Members of the public may only address the Board during these two portions of the Agenda, unless otherwise directed by the Chairperson. ~~Each~~ The initial Public Comment portion of the Agenda is limited to not more than one half (1/2) hour, unless an extension is approved by ~~a majority vote of the Board and~~ Board Chairperson.

2. Conduct During the "Public Comment" Portions of the Agenda. A person wishing to address the Board during either Public Comment portion of the Agenda must indicate his or her name, address, and the issue upon which they desire to speak or comment. Each speaker shall be permitted to address the Board once for not more than three (3) minutes during each Public Comment portion of the Agenda, and shall be limited to a total of six (6) minutes of comment for the entire meeting, unless an extension of time is approved by a majority vote of the Board. The Chairperson shall have the responsibility of judging the appropriateness of comments made during any Public Comment portion of the Agenda, subject to overrule by a majority of the Board, and shall maintain order and dignity at all times.

3. Recommended Scope of Public Comments. Members of the public are encouraged to confine their remarks to matters, which are on the Board Agenda and/or are of current concern and interest to the operations of County government. As a general matter, pursuant to Rule II, Section 2.1, all substantive agenda items (other than appointments, reports, statutorily required hearings and actions, and other similar matters) are referred to the Board only through a Standing or Special Committee. A two-thirds (2/3) vote of the members elected and serving is



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required to add an unscheduled item to the Board Agenda. Therefore, members of the public who wish to address the Board on matters which are not on the Agenda may wish to consider directing those concerns, in writing, to the Ottawa County Administrator or the Chairperson of the Ottawa County Board of Commissioners so that those matters may be addressed administratively and/or referred to the relevant Standing or Special Committee of the Board for investigation, recommendation, referral, and resolution.

4. Questions By Board Members During "Public Comment" Portion of Agenda. Members of the Board, upon recognition by the Chairperson, shall have the privilege of questioning speakers during either Public Comment portion of the Agenda. Time spent during questioning by members of the Board shall not be deducted from the three-minute time limit for comment permitted to each speaker.

5. Prohibition Upon Public Comment During Other Portions of Agenda. Other than during the two periods provided for Public Comment, the Board shall follow the prepared Agenda. Board members shall enter into the discussion of Agenda items in a manner which permits other Board members, County staff, and members of the public to hear the proceedings of the Board, but shall refrain from interaction with members of the public during business sessions. The Chairperson may, in his or her discretion, call on members of the public for information, which may assist the Board in its consideration of any Agenda item.

6. Comments By County Staff At Request of Board Members. County staff may be requested to be present during a Board Meeting to discuss Agenda items. Questions, or requests for information, may be directed to County staff by any member of the Board at any time during the discussion of any Agenda item.

7. Provision in Agenda For "Communications From County Staff". The Board Agenda includes an opportunity for the receipt of "Communications from County Staff." This portion of the Agenda is an opportunity for County elected officials and Department heads, or their designees, to address the Board on Agenda items and/or on matters of current concern and interest to the operations of County government. During this portion of the Agenda, County staff should limit their comments to not more than five (5) minutes, unless other arrangements have been made with the Chairperson.



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8. Formal Presentations To the Board; Time Limit. Persons invited to make a formal presentation to the Board should limit their presentation to not more than fifteen (15) minutes, unless other arrangements have been made with the Chairperson.

9. Application of Policy to Statutorily Required Public Hearings. To the extent it is not otherwise in conflict with state law, these Guidelines shall apply to all statutorily required public hearings.



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Exhibit "B" Summary of Audience Participation Guidelines

The Ottawa County Board of Commissioners invites and encourages audience participation at meetings.

Audience members may address the Board during the Public Comment time at the beginning and conclusion of Board meetings.

At either time, individual comments will be limited to three minutes. The time allotted will be dictated by the number of persons wishing to address the Board. The total time for audience participation will not exceed thirty minutes at either time public comment is permitted.

The Board may waive the three-minute rule and other time limitations for a definite period of time.

The complete guidelines for audience participation at public meetings is set forth in the "Policy of the Ottawa County Board of Commissioners on the Conduct of Public Meetings," adopted by the Board.



County of Ottawa

REEMPLOYMENT OF RETIREES POLICY

I. POLICY

An individual is considered to be an Ottawa County retiree when they are being paid a retirement allowance from the Michigan Municipal Employees' Retirement System (MERS) on account of service with the County. The County will follow the rules enacted by MERS for the reemployment of Elected or Appointed Officials effective May 12, 2010 and the reemployment rules enacted for all other county retirees, effective January 1, 2011.

II. STATUTORY REFERENCES

Municipal Employees Retirement Act of 1984; MCL 38.1501 et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in May 2005.

Board of Commissioners Resolution Number and Policy Adoption Date: March 12, 2013; B/C 13-055

Board of Commissioner Review Date and Resolution Number: February 26, 2013; B/C 13-037

Name and Date of Last Committee Review: Planning and Policy Committee December 11, 2014

Last Review by Internal Policy Review Team: October 13, 2014



County of Ottawa

IV. PROCEDURE

- A. A retiree who is collecting a defined benefit pension from MERS for their service with Ottawa County and who is reemployed by the county or who provides contractual services to the county shall be referred to as a “reemployed” retiree.
1. The reemployed retiree shall meet the following conditions:
 - a. ~~Thirty (30)~~ Sixty (60) calendar days (or more) shall have elapsed since the date the reemployed retiree terminated employment and retired, to return to a regular, non-elected position.
 - b. The reemployed retiree shall file a “Return to Work Certification” form with the retirement system prior to the date of reemployment acknowledging that the reemployment is not the result of a pre-retirement agreement or understanding with the employer from whom they retired.
 - c. The reemployed retiree shall not work in excess of 7201,000 hours in a calendar year, after the bona fide separation, and shall not be eligible for benefits.
 - d. If the reemployed retiree does not comply with any of the preceding conditions (a), (b), or (c), the pension shall be suspended during any further period (or periods) of reemployment.
 - e. During the period of reemployment, a reemployed retiree who works 7201,000 hours or less in a calendar year shall not otherwise be an active member of the retirement system for any purpose.
 - f. ~~Where the reemployed retiree works more than 720 hours in a calendar year, the retiree shall be treated as a full member of the system and accrue additional service benefits. Upon the “final” retirement, the reemployed retiree’s retirement allowance shall be recalculated and the reemployed retiree shall receive the recalculated allowance. This recalculation provision shall apply only one time to any reemployed retiree.~~
 2. The employer shall include in their monthly wage and service report to the retirement system the salary and hours of service for all reemployed retirees. Upon reemployment of a retiree who retired from their employ, the employer shall file with MERS the Employer Certification stating that no pre-arrangement for employment took place before the individual retired.ⁱ
- B. Elected Official or Appointed Official (defined as a person appointed to an elective office).

V. REVIEW PERIOD



County of Ottawa

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.

~~ⁱThis shall not apply where reemployment commenced before January 1, 2011.~~