



**Roger A. Bergman**  
Chairperson

**Matthew R. Fenske**  
Vice-Chairperson

# Ottawa County

Board of Commissioners

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, January 26, 2021 at 1:30 PM** for the regular January meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Holtvluwer
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
  - A. Public Health Update, Lisa Stefanovsky
6. Public Comments
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

- I. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the Minutes of the [January 12, 2021 Board of Commissioners meeting](#) and [January 12, 2021 Board of Commissioners Work Session](#).

Francisco C. Garcia   Joseph S. Baumann   Douglas R. Zylstra   Allen Dannenberg   Randall J. Meppelink  
Kyle J. Terpstra   James H. Holtvluwer   Philip D. Kuyers   Gregory J. DeJong

From Administration

2. [Accounts Payable for January 4 - January 15, 2021](#)

Suggested Motion:

To approve the general claims in the amount of \$5,827,586.97 as presented by the summary report for January 4 -15, 2021.

3. [FY2021 Budget Adjustments](#)

Suggested Motion:

To approve the 2021 budget adjustments per the attached schedule.

B. Public Hearings – None

C. Action Items:

From Administration

1. [Declaration of a Local State of Emergency Resolution](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to extend a State of Emergency within Ottawa County due to the COVID-19 pandemic.

From the Planning and Policy Committee

2. [2021 Ottawa County Parks, Recreation, and Open Space Plan](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution adopting the 2021 Ottawa County Parks, Recreation, and Open Space Plan as the official planning document for the Ottawa County Parks Commission and to recommend transmittal of the plan to the State of Michigan.

3. [Short-term Lease with West Michigan Agricultural Education Center](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the short-term lease with the West Michigan Agricultural Education Center extend the lease by one year to allow farming activity in the 2021 season.

4. [Idema Explorer's Trail – Allendale Segment – 60<sup>th</sup> Avenue Trail](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the trail easements from Robert and Harriet Austin at 12222 60th Ave. at cost of \$2,000.00 and from Dale and Kathy Knoper at 11840 60th Ave. at a cost of \$1,215.45.

From the Finance and Administration Committee

5. [Ottawa County Sewage Disposal Refunding Bonds, Series 2021](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to Authorize the Issuance of Not to Exceed \$465,000 Ottawa County Sewage Disposal Refunding Bonds, Series 2021 (Chester Township System No. 1).

6. [Planning & Performance Improvement Personnel Request](#)

Suggested Motion:

To approve the request to increase the Project Support Specialist from 0.48 FTE non-benefited, to 0.8 FTE benefited, at a cost of \$34,598.83.

7. [Fiscal Services Personnel Request](#)

Suggested Motion:

To approve the addition of a Public Health Financial Manager, as outlined below, at a total cost of \$27,395.22.

8. [Matrix Consulting Engineers' Proposal to Provide Lighting Consulting Services to Upgrade the County's Facilities to LED Lighting](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract with Matrix Consulting Engineers to provide lighting consulting services to upgrade the County's facilities to LED lighting in the amount of \$77,500.

9. [Holland District Courthouse Locker Room Project](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the low bid from T2 Construction to construct men's and women's locker rooms at the Holland District Courthouse.

D. Appointments: None

E. Discussion Items: None

9. Report of the County Administrator

A. [COVID-19 Administrative Rules 26-27](#)

10. General Information, Comments, and Meetings Attended

11. Public Comments

12. Adjournment

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

The Ottawa County Board of Commissioners met on Tuesday, January 12, 2021, at 1:30 p.m. and was called to order by the Chair.

Commissioner Fenske pronounced the invocation.

The Clerk/Register led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Francisco Garcia (by Zoom), Joseph Baumann, Douglas Zylstra (by Zoom), Allen Dannenberg, Randall Meppelink (by Zoom), Kyle Terpstra (by Zoom), James Holtvluwer (by Zoom), Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

Presentation of Petitions and Communications

- A. Public Health Update – A COVID-19 update was presented by Lisa Stefanovsky, Health Officer, and Derel Glashower, Senior Epidemiologist.

Public Comments

1. Joseph Alfonso, 11116 Ryans Way, Holland

B/C 21-018 Gregory DeJong moved to approve the agenda of today as presented. The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Kyle Terpstra, Roger Bergman. (11)

B/C 21-019 Matthew Fenske moved to approve the following Consent Resolutions:

1. To approve the minutes of the December 22, 2020 Board of Commissioners meeting and the January 4, 2021 Board of Commissioner Organizational Meeting.
2. To approve the general claims in the amount of \$11,297,494.29 as presented by the summary report for December 14, 2020 to January 1, 2021.
3. To ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy that was adopted on April 14, 2020.
4. To receive for information the Ottawa County Treasurer's 2019-2020 Annual Report.
5. To receive for information the Ottawa County Diversity, Equity and Inclusion 2019-2020 Annual Report.

6. To receive for information the Ottawa County Parks and Recreation 2019-2020 Annual Report.

Douglas Zylstra requested Consent Resolution #3 – be removed. Chair Bergman moved it to Action Item B1.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Matthew Fenske, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Kyle Terpstra, Roger Bergman. (11)

B/C 21-020

Matthew Fenske moved to ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy that was adopted on April 14, 2020. The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Kyle Terpstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Roger Bergman. (10)

Nays: Douglas Zylstra. (1)

#### Discussion Items

1. Ottawa County Treasurer's 2019-2020 Annual Report – The Ottawa County Treasurer's 2019-2020 Annual Report was presented by Amanda Price, County Treasurer.
2. Ottawa County Diversity, Equity and Inclusion 2019-2020 Annual Report – The Ottawa County Diversity, Equity and Inclusion 2019-2020 Annual Report was presented by Robyn Afrik, Diversity, Equity and Inclusion Director.
3. Ottawa County Parks and Recreation 2019-2020 Annual Report – The Ottawa County Parks and Recreation 2019-2020 Annual Report was presented by Jason Shamblin, Parks and Recreation Director.

The County Administrator's report was presented.

B/C 21-021

Matthew Fenske moved to adjourn at 3:43 p.m. subject to the call of the Chair. The motion passed.

JUSTIN F. ROEBUCK, Clerk/Register  
Of the Board of Commissioners

ROGER A. BERGMAN, Chairman  
Of the Board of Commissioners

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

The Ottawa County Board of Commissioners met on January 12, 2021 at 4:04 p.m. and was called to order by the Chair.

Present at roll call: Joseph Baumann, Douglas Zylstra (by Zoom), Allen Dannenberg, Randall Meppelink (by Zoom), Kyle Terpstra (by Zoom), Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (9)

Absent: Francisco Garcia, James Holtvluwer. (2)

Work Session Items

- A. DEI Strategic Plan Report Presentation – Robyn Afrik introduced Paul Doyle, CEO, and Danielle Veldman, Senior Consultant, Inclusive Performance Strategies. They presented the overall findings and recommendations of the Diversity, Equity, & Inclusion Climate Assessment.

Chair Bergman requested all questions be directed to Robyn Afrik and responses returned to the Commissioners.

B/C 21-022 Philip Kuyers moved to adjourn at 4:34 p.m. subject to the call of the Chair. The motion passed.

JUSTIN F. ROEBUCK, Clerk/Register  
Of the Board of Commissioners

ROGER A. BERGMAN, Chairman  
Of the Board of Commissioners

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 01/26/2021

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** Accounts Payable for January 4 - January 15, 2021

## Suggested Motion:

To approve the general claims in the amount of \$5,827,586.97 as presented by the summary report for January 4 -15, 2021.

## Summary of Request:

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

## Financial Information:

Total Cost: \$5,827,586.97	General Fund Cost: \$5,827,586.97	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 1: To Maintain and Improve the Strong Financial Position of the County.

**Objective:** Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

**Total CHECKS | EFTs | WIRES**



**Ottawa County**  
Where You Belong.

Dates: January 4, 2021  
to January 15, 2021

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$5,827,586.97

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1,098 INVOICES	5,827,586.97
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Ka Karasinski

Karen Karasinski  
Fiscal Services Director

1/22/21

Date

We hereby certify that the Board of Commissioners has approved  
the claims on Tuesday, January 26, 2021

Roger Bergman, Chairperson  
Board of Commissioners

Justin Roebuck  
Clerk/Register of Deeds




## Total CHECKS | EFTs | WIRES

 <b>Ottawa County</b> <i>Where You Belong.</i>	Dates:      January 4, 2021
	to              January 15, 2021
	Total of all funds: <b>\$5,827,586.97</b>

0000	TREASURY FUND	5,308.15
1010	GENERAL FUND	1,181,042.06
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	89,860.75
2160	FRIEND OF COURT	7,056.31
2180	OTHER GOVERNMENTAL GRANTS	61,729.36
2210	HEALTH	45,287.20
2220	MENTAL HEALTH	1,054,534.23
2221	MENTAL HEALTH MILLAGE	340,341.67
2225	SUBSTANCE USE DISORDER	55,521.82
2271	SOLID WASTE CLEAN-UP	0.00
2272	LANDFILL TIPPING FEES	11,088.23
2340	FARMLAND PRESERVATION	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	8,049.68
2600	PUBLIC DEFENDERS OFFICE	14,149.39
2620	FEDERAL FOREITURE	0.00
2602	WEMET	8,967.41
2630	SHERIFF GRANTS & CONTRACTS	15,303.80
2631	CONCEALED PISTOL LICENSING	66.00
2901	DEPT OF HUMAN SERVICES	40.00
2920	CHILD CARE - PROBATE	13,377.81
2970	DB/DC CONVERSION	0.00

## Total CHECKS | EFTs | WIRES

	Dates: January 4, 2021	
	to January 15, 2021	
Total of all funds:		\$5,827,586.97
3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	241,346.89
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	0.00
5160	DELINQUENT TAXES	7,192.95
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	32,771.97
6450	DUPLICATING	0.00
6550	TELECOMMUNICATIONS	28,464.11
6641	EQUIPMENT POOL	195,381.97
6770	PROTECTED SELF-FUNDED INSURANCE	0.00
6771	EMPLOYEE BENEFITS	10,356.71
6772	PROTECTED SELF-FUNDED UNEMPL INS.	19,632.50
6775	LONG-TERM DISABILITY INSURANCE	0.00
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	0.00
7010	TRUST & AGENCY	1,934,559.26
7015	TRUST & AGENCY JUVENILE COURT	1,064.31
7040	IMPREST PAYROLL	247,111.64
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	2,600.00
8010	SPECIAL ASSESS. DRAINS	120,648.01
8011	DRAINS-CAPITAL PROJECTS FUND	74,288.17
8020	DRAINS-REVOLVING	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	444.61

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 01/26/2021

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** FY2021 Budget Adjustments

**Suggested Motion:**

To approve the 2021 budget adjustments per the attached schedule.

**Summary of Request:**

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

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

Compliance with the Ottawa County Operating Budget Policy.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" 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 1: To Maintain and Improve the Strong Financial Position of the County.

**Objective:**

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/19/2021

Finance and Administration Committee

Fund		Department	Explanation	Revenue	Expense
2021					
04-229	Public Health Fund	Health Department	FY21 new grant for COVID immunization	\$ 180,614	\$ 180,614
04-275	Public Health Fund	Health Department	On-going grant to manage tuberculosis was reduced to \$2,354	\$ (1,727)	\$ (1,727)
04-282	Public Health Fund	Health Department	On-going grant for Family Planning was increased from \$238,742 to \$248,742	\$ 10,000	
04-291	Public Health Fund	Health Department	Public Health Emergency Preparedness for COVID19 was \$222,000. Unspent funds carryover to FY21.	\$ 126,485	\$ 126,485
03-437	CMH Fund	Community Mental Health	New FY21 grant funding to establish extended hours for the mobile crisis.	\$ 59,402	\$ 58,402
04-21	Public Health Fund	Health Department	New grant in FY21 to improve access for minority groups	\$ 42,000	\$ 42,000
03-489	Farmland Preservation	Planning and Performance Improvement	Farmland Preservation easement funded by state grant and donations	\$ 585,000	\$ 585,000
03-1067	Governmental Grants	Planning and Performance Improvement	Adjusting transportation grant to amount actual awarded (\$184,465). Funding passed through to Pioneer Resources and Georgetown Seniors.	\$ 26,896	\$ 26,896
04-290	General Fund	Planning and Performance Improvement	New grant from National Institute of Food and Agriculture to curtail loss of farmlands.	\$ 44,885	\$ 44,885
01-1186	Governmental Grants	CAA - Water and Plumbing Repair Program	Originally awarded in FY20 for \$135,000 to assist with water/plumbing repairs for those without running water. State reduced funding based on projected use of funds.	\$ (50,609)	\$ (50,609)

CAA - Coronavirus Relief Funds Migrant Worker Program	Grant started in FY20 for \$200,000 to help migrant workers who tested positive for COVID-19. We originally expected to have \$ 198,000 to carryover to FY21. Actual amount available for carryover is \$197,873.	\$	(127)	\$	(127)
CAA -Coronavirus Relief Funds Kit Assistance Program	Grant started in FY20 for \$15,000 to provide quarantine boxes for people who have to isolate due to COVID-19. We originally expected to have \$ 15,000 to carryover to FY21. Actual amount available for carryover is \$14,552.	\$	(448)	\$	(448)
CAA- Coronavirus Relief Funds Emergency Assistance program	Originally awarded in FY21 for \$57,844 to assist with car repairs and car insurance assistance. The state reduced funding based on projected use of funds.	\$	(15,000)	\$	(15,000)
CAA - Emergency Solutions Grant - COVID 19	Grant started in FY20 for \$482,534 for homeless prevention services. We originally expected to have \$ 416,211 to carryover to FY21. Actual amount available for carryover is \$402,686.	\$	(13,525)	\$	(13,525)
CAA-Community Services Block Grant	Annual grant received by the County to provide services to reduce poverty. Adjusted budget to amount available (\$419,178) in FY21.	\$	16,817	\$	16,817
CAA - Community Development Block Grant	County assists homeowners with emergency home repairs and is repaid if the home is sold at a profit. Grant income that will be reinvested into the program.			\$	20,000
CAA - Emergency Food and Shelter Program	Federal grant awarded to provide utility assistance to clients	\$	5,890	\$	5,890
CAA - Department of Energy Weatherization Program	Annual grant awarded to the County to weatherization assistance. Decrease funding to match expected spending (\$318,000).	\$	(40,245)	\$	(40,245)

			The county receives food to distribute and record value as a grant. This amendment increases the budget to \$120,000.	\$	30,000	\$	30,000
		CAA - Commodity Supplemental Food Program					
		CAA - CARES program	Originally received \$480,000 in FY20 for Utility Assistance. Carryover unspent balance to FY21.	\$	199,817	\$	199,817
		CAA - Zeeland Board of Public Works grant	Originally estimated \$2,500 for utility assistance and this increases the estimate to \$5,000.	\$	2,500	\$	2,500
		CAA - Energy Optimization Rebate Program	Rebate program for weatherization assistance. Initially estimated \$9,000 and current estimate is \$15,000.	\$	6,000	\$	6,000
		CAA - Michigan Community Action Greatest Needs donation	Carryover of unspent FY20 one-time donation into FY21 for help with coronavirus relief.			\$	2,592
		CAA - Low Income Energy Assistance Program	Annual grant awarded to the County to weatherization assistance. Decrease funding to match expected spending (\$111,000).	\$	(17,174)	\$	(17,174)
		CAA - Eviction Diversion Program	COVID - 19 grant for rent assistance adjusted for FY21 from \$466,980 to \$1,351,655. Program subrecipient is Good Samaritan Ministries.	\$	884,675	\$	884,675
		CAA- Water Coronavirus Aid, Relief & Economic Security Grant	The state pulled funding for the new COVID program due to lack of participation.	\$	(293,804)	\$	(293,804)
04-435	General Fund	Strategic Initiatives	Pass-thru donation for Issue Media Group			\$	6,000
04-497	Capital Projects Fund	Facilities Department	Increase the funding for the Holland locker room project			\$	62,269

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 01/26/2021

**Requesting Department:** Administrator's Office

**Submitted By:** Doug Van Essen

**Agenda Item:** Declaration of a Local State of Emergency Resolution

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to extend a State of Emergency within Ottawa County due to the COVID-19 pandemic.

## Summary of Request:

As you recall, the Board of Commissioners adopted a resolution to declare a local State of Emergency at its meeting on March 24, 2020. While there has been progress in responding to the COVID-19 pandemic, there is still the need to take local actions in order to respond to the rapidly changing challenges posed by this pandemic. As you know, a County declaration provides legitimacy to some of the optional local actions that we have taken, including some emergency spending, closing our buildings to the walk-in public, etc. It paves the way for the County Administrator to take emergency actions to deploy County workers to group homes or change job descriptions to alter duties temporarily. I have protected the role of the Board of Commissioners and public transparency by requiring the County Administrator to make a list of measures he is taking under this authority and report it to you.

## 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 B. Vaudenberg*

Committee/Governing/Advisory Board Approval Date:



# Ottawa County

Board of Commissioners

**Roger A. Bergman**  
Chairperson

**Matthew R. Fenske**  
Vice-Chairperson

## **Fifth Extension--Declaration of a Local “State of Emergency”**

To: Commanding Officer – Emergency Management and Homeland Security Division, MSP  
District 6 Emergency Management and Homeland Security Division Coordinator

**WHEREAS**, on Tuesday, March 24, 2020, the Ottawa County Board of Commissioners (“Board”) declared a state of emergency within Ottawa County under Section 10 of 1976 PA 390, as amended, which is also known as the Emergency Management Act, due to the community spread of the COVID 19 virus within the County (hereinafter “Original County COVID Declaration”) as reflected in increased COVID 19 confirmed cases;

**WHEREAS**, the Original County COVID Declaration delegated authority to the Ottawa County Administrator to mitigate the transmission of the COVID 19 virus among County funded staff, including but not limited to the power to restrict access to County buildings, to exercise management rights to alter the terms and conditions of employment by, among other things, authorizing stay-at-home, work-at-home and work by public appointment provisions for county funded employees and/or certain sick time, comp time and other adjustments in schedule or benefits in order to balance the maintenance of necessary governmental activities with protection of the County workforce;

**WHEREAS**, the Original County COVID Declaration expired by its terms on May 26, 2020 unless extended by the Board, which it did on that date through a First Extension, which expired by its terms at 5:00 p.m. July 28, 2020 and was extended on that date until September 28, 2020 (Second Extension) and was extended on that date to November 24, 2020 (Third Extension) and was extended on that date until January 26, 2021 (Fourth Extension);

**WHEREAS**, the community spread of COVID 19 remains a concern as new cases and new deaths have not dramatically declined and continuing County COVID services and building and work restrictions remain exigent;

**THEREFORE, BE IT RESOLVED**, that the Board hereby extends the COVID Declaration in accordance with Section 10 of 1976 PA 390, as amended, because a "state of emergency" continues to exist within its jurisdiction; the response and recovery elements of the County’s emergency operations plan remain active and needed; and local resources continue to be needed to the fullest possible extent to abate the spread of COVID 19 within Ottawa County and encourage vaccination distribution;

**BE IT FURTHER RESOLVED**, that the Board authorizes the Ottawa County Administrator to impose, modify, or authorize exceptions to, any existing County policy or established practice as necessary to respond

Francisco C. Garcia Joseph S. Baumann Douglas R. Zylstra Allen Dannenberg Randall J. Meppelink  
Kyle J. Terpstra James H. Holtvluwer Philip D. Kuyers Gregory J. DeJong



to the COVID-19 virus, including but not limited to strategies to reduce transmission among staff, protect people at higher risk for adverse health complications, and to balance the maintenance of essential and necessary governmental operations and services while minimizing the spread of the virus and the negative impacts to county residents. These powers include but are not limited to restricting access to facilities, reassigning employment duties, authorizing county funded work from remote locations, waiving or reducing certain approved county fees to the public, as well as making necessary emergency expenditures to acquire necessary facilities or supplies. The Administrator must document and report all such measures taken to the Board, which retains control to reverse or modify any such measures;

**BE IT FURTHER RESOLVED** that due to the prolonged nature of pandemic public health incidents, this state of emergency shall remain in effect within Ottawa County until Tuesday, March 23, 2021 at 5:00 p.m. or until such time as the Board acts to terminate or extend the state of emergency;

**BE IT FURTHER RESOLVED** that nothing herein shall be construed as affecting or restricting any activity within Ottawa County outside of County governmental operations and, indeed, the Board encourages State of Michigan officials to facilitate the prudent, safe reopening of community and private sector activities so as to lessen the social and economic burdens of the pandemic.

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Justin F. Roebuck  
Ottawa County Clerk/Register

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Roger A. Bergman, Chairperson  
Ottawa County Board of Commissioners



# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	01/26/2021
<b>Requesting Department:</b>	Parks and Recreation Commission
<b>Submitted By:</b>	Jason Shamblin, Director
<b>Agenda Item:</b>	2021 Ottawa County Parks, Recreation, and Open Space Plan

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution adopting the 2021 Ottawa County Parks, Recreation, and Open Space Plan as the official planning document for the Ottawa County Parks Commission and to recommend transmittal of the plan to the State of Michigan.

## Summary of Request:

A year long planning process including extensive public input and analysis of park goals and resources has culminated in the final draft of the 2021 Parks, Recreation, and Open Space Plan. The plan specifically addresses desired capital improvement projects to meet the needs of the County's growing population as well as meet the requirements of State grant programs to allow Ottawa County to remain eligible for these funds. The Plan is intended to guide Ottawa County with its parks, recreation, and open space planning and development efforts for the next five-year period. An overview of key aspects of the plan is as follows:

- + Continues emphasis on high-quality maintenance and operations with projections of long-term capital renovation needs. Over one-third of discretionary (non-operating) millage funds are dedicated to renovations of current park facilities.
- + Identifies key property acquisitions and funding to enhance and expand park properties.
- + Calls for efforts to improve and develop the Macatawa and Pigeon River Greenways, Ottawa Sands, the Bend Area, and to complete the Idema Explorers Trail along the Grand River Greenway.
- + Continues efforts to meet and exceed ADA accessibility guidelines at all lands and facilities.
- + Provides flexibility to consider other unexpected opportunities and expand existing park properties.
- + Continues focus on providing quality nature education programs throughout the park system.
- + Expands emphasis on communications to residents of available opportunities for optimal park use.

The plan also includes detailed budget projections and a capital improvement schedule. The plan notes that the current dedicated parks millage combined with grant funds has allowed the Parks Commission to provide a large and high-quality park system to serve residents and visitors. However, with continued park expansion, a higher percentage of millage funds are now devoted to operations and maintenance, creating greater reliance on other funding for new initiatives.

## 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 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

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

Committee/Governing/Advisory Board Approval Date: 01/06/2021

Parks and Recreation Commission

01/19/2021

Planning and Policy Committee

**COUNTY OF OTTAWA**

**STATE OF MICHIGAN**

**RESOLUTION**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan held at the Fillmore Street Complex in the Township of Olive, Michigan on the 26<sup>th</sup> day of January 2021 at 1:30 o'clock p.m. local time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

WHEREAS, the Ottawa County Parks and Recreation Commission has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2021 through 2026, and

WHEREAS, the Ottawa County Parks and Recreation Commission began the process of developing the *2021 Ottawa County Parks, Recreation, and Open Space Plan* in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities, and

WHEREAS, residents of the Ottawa County were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan, and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days, and

WHEREAS, a public hearing was held on December 2, 2020 at the Ottawa County Fillmore Street Administrative Complex to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the *2021 Ottawa County Parks, Recreation, and Open Space Plan* and

WHEREAS, the Ottawa County Parks and Recreation Commission has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the residents and visitors of Ottawa County, and

WHEREAS, at a meeting held on January 6, 2021, the Ottawa County Parks and Recreation Commission voted to adopt said *2021 Ottawa County Parks, Recreation, and Open Space Plan*.

NOW, THEREFORE BE IT RESOLVED that the Ottawa County Board of Commissioners hereby adopts the *2021 Ottawa County Parks, Recreation, and Open Space Plan* as a reference document for future decision-making and that the plan be transmitted to the Michigan Department of Natural Resources.

YEAS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABESTENTIONS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESOLUTION ADOPTED.

\_\_\_\_\_  
Chairman, Roger A. Bergman  
Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
County Clerk/Register of Deeds

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	01/26/2021
<b>Requesting Department:</b>	Parks and Recreation Commission
<b>Submitted By:</b>	Jason Shamblin, Director
<b>Agenda Item:</b>	Short-term Lease with West Michigan Agricultural Education Center

### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the short-term lease with the West Michigan Agricultural Education Center be extended by one year to allow farming activity in the 2021 season.

### Summary of Request:

Ottawa County Parks leases land to the West Michigan Agricultural Education Center (WMAEC) at Eastmanville Farm for the purposes of creating a farm park and educating the public about agriculture in Ottawa County. WMAEC leases 83.1 acres on a long-term ten year lease that expires at the end of 2021. They also lease 5.5 acres (see map, areas 1 & 2) in short-term leases that expired in 2020. Staff recommends extending the short-term lease one year to allow staff to initiate the process for restoration planning.

### 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 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/19/2021

Planning and Policy Committee

**EXTENSION OF SHORT-TERM LEASE AGREEMENT FOR  
CERTAIN AREAS**

This Short-term Lease Extension Agreement is made this 1st day of January, 2021, by and between the County of Ottawa, for an on behalf of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department, 12220 Fillmore Street, West Olive, Michigan 49460 (“Lessor”) and the West Michigan Agricultural Education Center, 7851 Leonard Road, Coopersville, Michigan 49404 a Michigan not-for-profit corporation (“Lessee”), with reference to the following facts and circumstances:

A. The parties are Lessor and Lessee, respectively, of certain leased acreage leased to the West Michigan Agricultural Education Center, pursuant to a ten-year Lease Agreement dated June 30th, 2011 (“the Lease Agreement”).

B. In Exhibit “B,” the Lease Agreement identifies three (3) “Three-Year Lease Areas” (Area #1, and Area #2) which were leased from Lessor by Lessee for a three year period which expired in 2018 and again for a one year period which expired in 2020 (“Short-term Lease Agreement”).

**WHEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. Extension of Short-term Lease Agreement:** For the sum of \$1 paid by Lessee on the and for the promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ottawa County agrees to extend the Short-term Lease Agreement for that portion of the Eastmanville Farm Park acreage identified as “Three-Year Lease Areas 1& 2,” for the purposes of farming and demonstration of agricultural practices for education, which purposes are identified and acknowledged by both parties as being

consistent with the “Plan of Operation and Development” for the West Michigan Agricultural and Education Center, being Exhibit “C” of the Lease Agreement.

**2. Term of this Extension of the Short-term Lease Agreement:** This extension of the Short-term Lease Agreement extends from the 2020 expiration until December 31, 2021.

Lessee shall have complete access to Lease Areas 1& 2 as of the effective date of this Extension of the Short-term Lease Agreement.

**3. Specific Terms and Conditions:** Lessees’ activities on the short-term leasehold during the extension must be consistent with the Long-term Lease Agreement and Plan of Operation and Development, as described in Exhibit C to the Lease Agreement. In all other respects, the provisions in the Short-term Lease Agreement are extended herein. The parties recognize that the Lease Agreement, the Short-term Lease Agreement and this extension are the only leases existing among the parties and that none can be assigned without the approval of all parties.

In witness whereof, the parties have executed this Extension of the Short-term Lease Agreement.

COUNTY OF OTTAWA

By: \_\_\_\_\_  
Roger Bergman, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register



LESSEE – West Michigan Agricultural Education Center

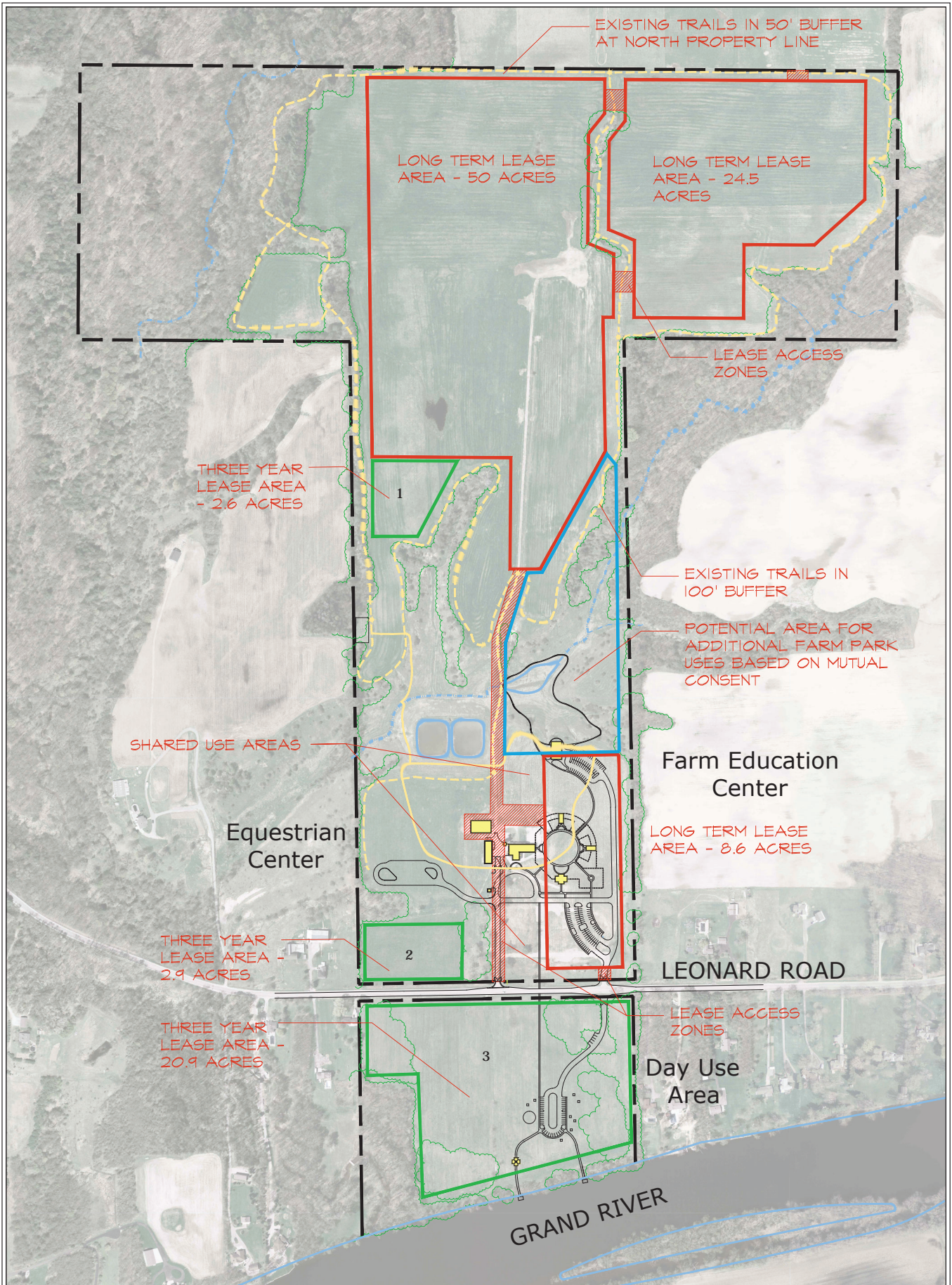
By: \_\_\_\_\_

Its: \_\_\_\_\_

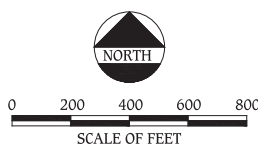
OTTAWA COUNTY PARKS & RECREATION COMMISSION

By: \_\_\_\_\_  
Kelly Rice, President

By: \_\_\_\_\_  
Philip Kuyers, Secretary



Lease Area Plan  
**Eastmanville Farm**  
 Polkton Township, Michigan  
 JUNE 1, 2011



# Action Request

Electronic Submission – Contract # 1132



<b>Committee: BOARD OF COMMISSIONERS</b>
<b>Meeting Date: 1/26/2021</b>
<b>Vendor/3<sup>rd</sup> Party: KYLE ROFFEY</b>
<b>Requesting Department: PARKS AND RECREATION</b>
<b>Submitted By: JASON SHAMBLIN</b>
<b>Agenda Item: IDEMA EXPLORERS TRAIL - ALLENDALE SEGMENT - 60TH AVE. TRAIL</b>

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the trail easements from Robert and Harriet Austin at 12222 60th Ave. at cost of \$2,000.00 and from Dale and Kathy Knoper at 11840 60th Ave. at a cost of \$1,215.45.

## Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. These easements allow construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way in Allendale Township. The Austin easement was negotiated from the estimated value of \$1,890.00 to \$2,000.00. The Knoper easement is at the estimated value.

## Financial Information:

Total Cost: \$3,215.45	General Fund Cost: \$0.00	Included in Budget: Yes
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If not included in Budget, recommended funding source:

## Action is Related to an Activity Which Is: Non-Mandated

### Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 1/19/2021

**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-09-14-400-042  
60th Avenue  
Non-Motorized Trail Project  
(Allendale Township)**

**THIS INDENTURE** made and entered into this 10<sup>TH</sup> day of December, 2020, by and between **ROBERT W. AUSTIN**, also known as **Robert W. Austin, Jr.**, and **HARRIET J. AUSTIN**, individually, and as Co-Trustees of the **Austin Family Protection Trust**, under written **Trust Agreement** dated **April 23, 2012**, as their interests may appear, of 12222 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the **COUNTY OF OTTAWA**, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its **Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

**BACKGROUND:**

For and in consideration of the sum of Two Thousand and no/100 (\$2,000.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88

degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The East 20.00 feet of the West 53.00 feet of the North 180.00 feet of the above-described Fee Description; and the East 15.00 feet of the West 48.00 feet of the above-described Fee Description, except the North 180.00 feet thereof, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

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

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

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER.**

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

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

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner



U N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

-044

SMITH HARRY M.  
#12235

-050

SMITH HARRY M.  
#12241

EX. U.G. FIBER & CATV

50

51

52

53

EX. 4" GAS

15'

±120'

180'

20'

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE P

26

LEN TYLER  
#12218  
74

-007

VAN WIENEN  
JOHN  
#12218

-042

AUSTIN ROBERT & HARRIET TRUST  
#12222

400

SOUTHEAST 1/4, SECTION 14  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

U N P L A T T E D

-33.0'

10.8'

**STATEMENT OF JUST COMPENSATION**

**TO: ROBERT W. AUSTIN, a/k/a Robert W. Austin, Jr.  
HARRIET J. AUSTIN, individually, and as  
Co-Trustees of the Austin Family Protection Trust,  
under written Trust Agreement dated April 23, 2012  
12222 60th Avenue  
Allendale MI 49401**

**["Interested Person(s)"]**

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **60th Avenue Bicycle Path Project in Allendale Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement").

**Description of Property:** The East 20.00 feet of the West 53.00 feet of the North 180.00 feet of the above-described Real Property Description; and the East 15.00 feet of the West 48.00 feet of the above-described Real Property Description, except the North 180.00 feet thereof, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

**Interested Person(s):** Robert W. Austin, also known as Robert W. Austin, Jr., and Harriet J. Austin, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).



**Appraised Fair Market Value:** For the sum of Two Thousand and no/100 (\$2,000.00) Dollars Just Compensation deemed payable, the Interested Persons grant to the Grantee the Easement over Parcel No. 70-09-14-400-042.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Tee Haas  
Its: COORDINATOR of PLANNING

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

Dated this 10<sup>th</sup> day of December, 2020.

Robert W. Austin, Jr.  
Robert W. Austin, a/k/a Robert W. Austin, Jr.

Harriet J. Austin  
Harriet J. Austin

- individually, and as Co-Trustees of the Austin Family  
Protection Trust, under written Trust Agreement dated  
April 23, 2012 -

U N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14  
ALLENDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

-044  
SMITH HARRY M.  
#12235

-050  
SMITH HARRY M.  
#12241

EX. U.G. FIBER & CATV

50

51

52

53

EX. 4" GAS

15'

±120'

180'

20'

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE P

16  
EN TYLER  
KA  
+  
-007  
VAN WIENEN  
JOHN  
#12218

-042  
AUSTIN ROBERT & HARRIET TRUST  
#12222

400

SOUTHEAST 1/4, SECTION 14  
ALLENDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

33.0'

U N P L A T T E D

10.8'

## CERTIFICATE OF TRUST

**ROBERT W. AUSTIN and HARRIET J. AUSTIN**, being first duly sworn, depose and say as follows:

1. We are the Grantors and present Co-Trustees of the **Austin Family Protection Trust** established under written Trust Agreement dated April 23, 2012 (the "Trust").
2. Our mailing address is 12220 60th Avenue, Allendale, Michigan 49401.
3. The real property affected by this Certificate is located in the **Township of Allendale, County of Ottawa and State of Michigan**, and described specifically as follows:

That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

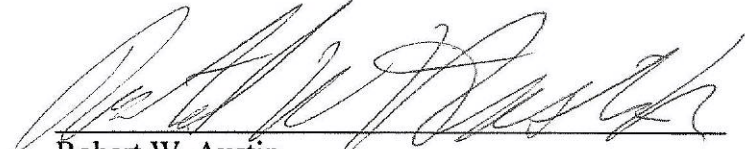
(Tax Parcel No. 70-09-14-400-042, commonly known as 12222 60th Avenue, Allendale, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. We certify that the Trust referred to above remains in full force and effect.

6. We have personal knowledge of the facts stated herein and if sworn as a witness we can testify competently thereto.

Dated this 10<sup>th</sup> day of December, 2020.


  
\_\_\_\_\_  
Robert W. Austin  
\_\_\_\_\_  
Harriet J. Austin

STATE OF MICHIGAN    )  
                                  ss.  
COUNTY OF OTTAWA    )

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this 10<sup>th</sup> day of December, 2020, by **ROBERT W. AUSTIN and HARRIET J. AUSTIN.**

Prepared by, and after  
recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417

  
\_\_\_\_\_  
Notary Public  
Ottawa County, Michigan  
acting in Ottawa County, Michigan  
My Commission Expires: 02-23-2023

MARY L BOHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 23, 2023

**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

**Parcel 70-09-14-400-042 (Austin)**

**KNOW ALL MEN BY THESE PRESENTS**, that **LAKE MICHIGAN CREDIT UNION**, a state chartered credit union under the laws of the State of Michigan, of P. O. Box 2848, Grand Rapids, Michigan 49501-2848, as the Mortgagee under a certain Mortgage dated February 20, 2020, and recorded on February 26, 2020, as Document No. 2020-0007197 of Ottawa County records, hereby consents to the grant of Easement made by **Robert W. Austin, also known as Robert W. Austin, Jr., and Harriet J. Austin, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012, as their interests appear**, Mortgagors in the Mortgage herein described, to **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, dated \_\_\_\_\_, 2020, and recorded on \_\_\_\_\_, 2020, as Document No. 2020-\_\_\_\_\_ of Ottawa County records**, and acknowledges that such Mortgage will be subject to this Easement. Mortgagee agrees that the Easement consented to by this instrument does not trigger any due-on-sale provision of the Mortgage or otherwise constitute a default of any provision of the Mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LAKE MICHIGAN CREDIT UNION**  
a state chartered credit union under the laws of the  
State of Michigan

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_



**BICYCLE PATH AND WALKWAY EASEMENT**

Parcel No. 70-09-23-200-027  
60th Avenue  
Non-Motorized Trail Project  
(Allendale Township)

**THIS INDENTURE** made and entered into this 14<sup>th</sup> day of December, 2020, by and between **DALE L. KNOPER and KATHY L. KNOPER**, as **TRUSTEES OF THE DALE AND KATHY KNOPER TRUST**, under written agreement dated **March 4, 2019**, of 11840 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the **COUNTY OF OTTAWA**, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

**BACKGROUND:**

For and in consideration of the sum of One Thousand Two Hundred Fifteen and 45/100 (\$1,215.45) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The East 15.00 feet of the West 48.00 feet of the South 73.00 feet of the above-described Fee Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

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

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

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER.**

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

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

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

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



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

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

Sign here: Dale L Knoper  
Type here: Dale L. Knoper

Sign here: Kathy L Knoper  
Type here: Kathy L. Knoper

- as Trustees of The Dale and Kathy Knoper Trust, under agreement dated March 4, 2019 -

Address: 11840 60th Avenue  
Allendale MI 49401

STATE OF MICHIGAN )  
  ) ss.  
COUNTY OF OTTAWA )

On this 14<sup>th</sup> day of December, 2020, before me in Ottawa County, Michigan, personally appeared **DALE L. KNOPER and KATHY L. KNOPER**, as **TRUSTEES OF THE DALE AND KATHY KNOPER TRUST, under agreement dated March 4, 2019**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed, as Trustees of said Trust.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417-0454

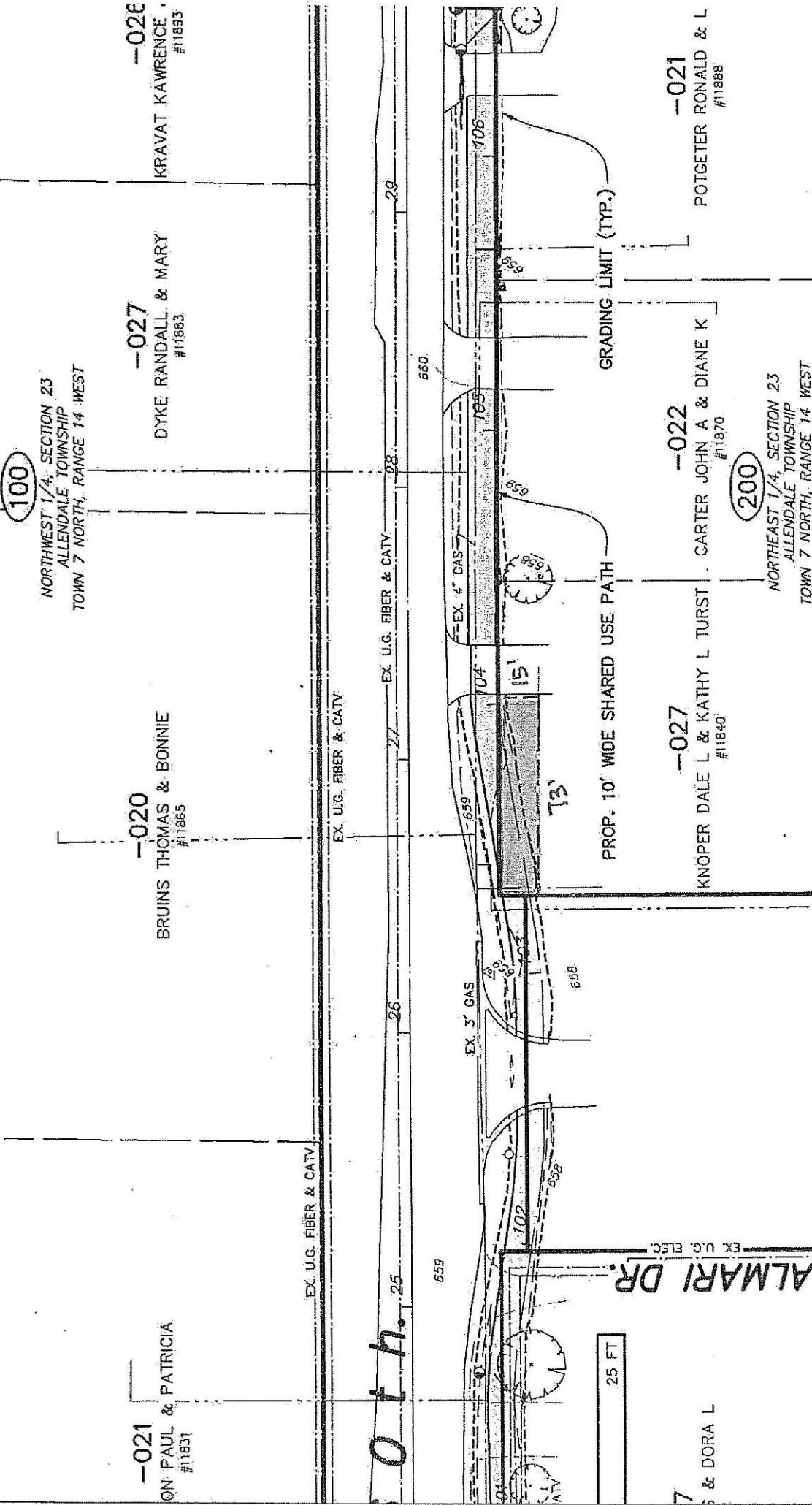
Sign here: Mary L Bohn  
Type here: Mary L. Bohn

Notary Public  
Ottawa County, Michigan  
acting in Ottawa County, Michigan  
My Commission Expires: 02-23-2023

MARY L BOHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 23, 2023

U N P L A T T E D

U N P L A T T E D



-026  
KRAVAT KAWRENCE,  
#11893

-027  
DYKE RANDALL & MARY  
#11883

-020  
BRUINS THOMAS & BONNIE  
#11865

-021  
ON PAUL & PATRICIA  
#11831

-021  
POTGETER RONALD & L  
#11888

-022  
CARTER JOHN A & DIANE K  
#11870

-027  
KNÖPER DALE L & KATHY L TURST  
#11840

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE PATH

ALMARI DR.  
EX. U.G. ELEC.

25 FT

7  
& DORA L

PIPE SMOOTH - 20.1'  
CH PLASTIC - 20.0'  
PVC - 38.3'

ESTAL - 35.1'  
ESTAL - 34.7'  
RON SMASHED - 33.0'

REBAR - 33.0'  
HEAD - 49.2'  
ESTAL - 44.5'

& STREET - 38.6'

ESTAL - 36.2'

REBAR - 33.1'

43.9'

- 43.4'

**STATEMENT OF JUST COMPENSATION**

**TO: DALE L. KNOPER and KATHY L. KNOPER,  
as TRUSTEES OF THE DALE AND KATHY KNOPER  
TRUST, under written agreement dated March 4, 2019  
11840 60th Avenue  
Allendale MI 49401**

["Interested Person(s)"]

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **60th Avenue Bicycle Path Project in Allendale Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement").

**Description of Property:** The East 15.00 feet of the West 48.00 feet of the South 73.00 feet of the above-described Real Property Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

**Interested Person(s):** Dale L. Knoper and Kathy L. Knoper, as Trustees of The Dale and Kathy Knoper Trust, under written agreement dated March 4, 2019.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).

**Appraised Fair Market Value:** For the sum of One Thousand Two Hundred Fifteen and 45/100 (\$1,215.45) Dollars Just Compensation deemed payable, the Interested Persons grant to the Grantee the Easement over Parcel No. 70-09-23-200-027.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Ter Haar  
Its: COORD. OF PLANNING

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

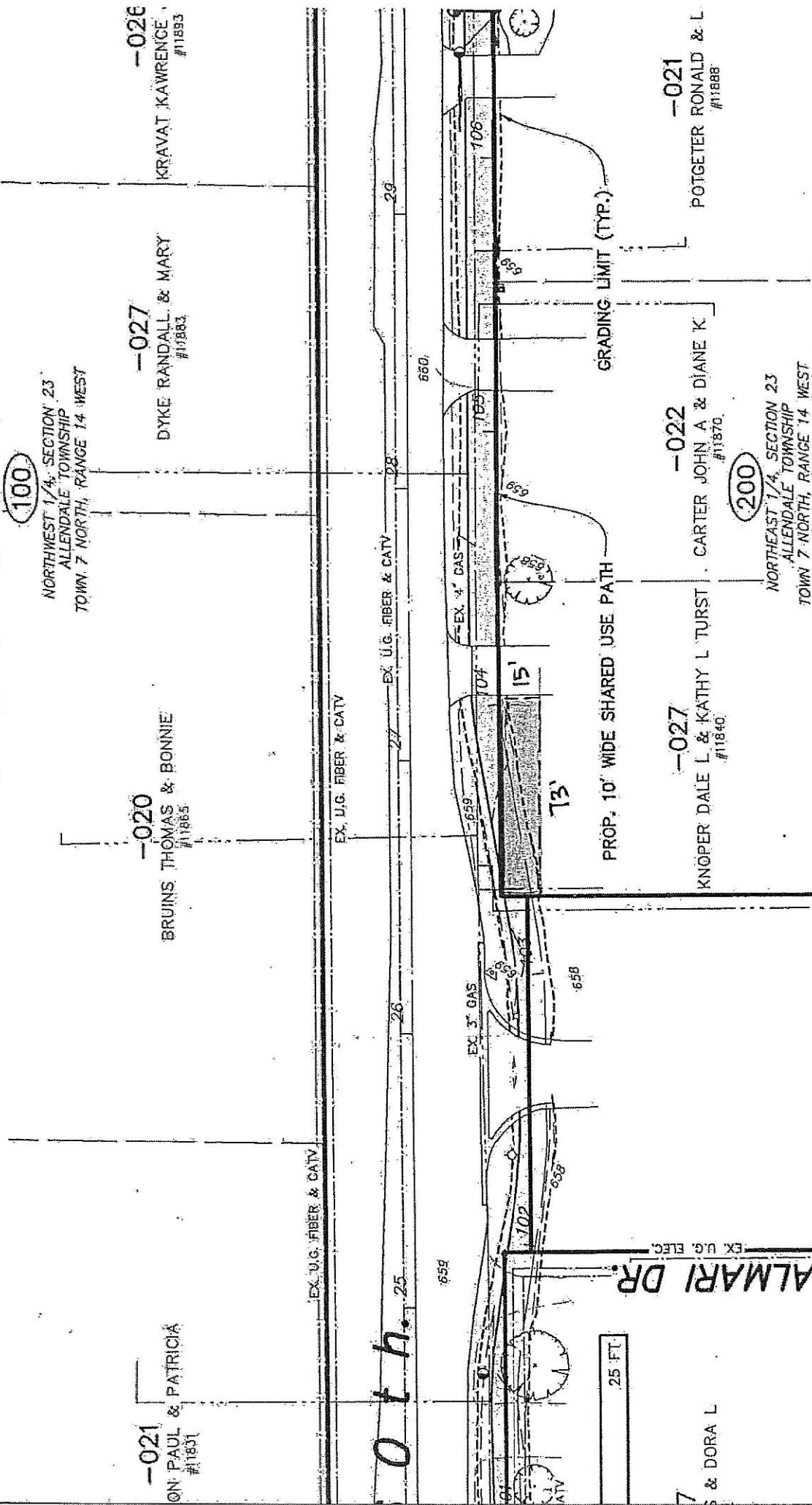
Dated this 14<sup>th</sup> day of December, 2020.

Dale L Knoper  
Dale L. Knoper

Kathy L Knoper  
Kathy L. Knoper

- as Trustees of The Dale and Kathy Knoper Trust, under  
written agreement dated March 4, 2019 -

U N P L A T T E D



-026  
KRAVAT, LAWRENCE, #11893

-027  
DYKE RANDALL & MARY, #11883

-020  
BRUINS THOMAS & BONNIE, #11865

-021  
ON: PAUL & PATRICIA, #11831

-021  
POTGETER RONALD & L, #11888

-022  
CARTER JOHN A & DIANE K, #11870

-027  
KNÖPER DALE L & KATHY L TURST, #11840

ALMARI DR.

7 & DORA L

NORTHWEST 1/4, SECTION 23  
ALLENDALE TOWNSHIP  
TOWNSHIP 7 NORTH, RANGE 14 WEST

NORTHEAST 1/4, SECTION 23  
ALLENDALE TOWNSHIP  
TOWNSHIP 7 NORTH, RANGE 14 WEST

REBAR - 33.1'  
 REBAR - 44.5'  
 REBAR - 49.2'  
 REBAR - 33.0'  
 REBAR SMASHED - 33.0'  
 REBAR - 34.7'  
 REBAR - 35.1'

43.4'  
 REBAR - 33.1'  
 REBAR - 36.2'  
 REBAR - 38.6'  
 REBAR - 38.6'

PIPE SMOOTH - 20.1'  
 CH PLASTIC - 20.0'  
 PIPE - 38.3'

## CERTIFICATE OF TRUST

**DALE L. KNOPER and KATHY L. KNOPER**, being first duly sworn, depose and say as follows:

1. We are the Grantors and present Trustees of the **The Dale and Kathy Knoper Trust** established under written Trust Agreement dated March 4, 2019, (the "Trust").

2. Our mailing address is 11840 60th Avenue, Allendale, Michigan 49401.

3. The real property affected by this Certificate is located in the **Township of Allendale, County of Ottawa and State of Michigan**, and described specifically as follows:

That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

(Tax Parcel No. 70-09-23-200-027, commonly known as 11840 60th Avenue, Allendale, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. We certify that the Trust referred to above remains in full force and effect.

6. We have personal knowledge of the facts stated herein and if sworn as a witness we can testify competently thereto.

Dated this 14<sup>th</sup> day of December, 2020.

*Dale L Knoper*  
Dale L. Knoper

*Kathy L Knoper*  
Kathy L. Knoper

STATE OF MICHIGAN )  
 )  
 ) ss.  
COUNTY OF OTTAWA )

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **DALE L. KNOPER and KATHY L. KNOPER.**

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417

*Mary L Bohn*  
Notary Public  
Ottawa County, Michigan  
acting in Ottawa County, Michigan  
My Commission Expires: 02-23-2023

MARY L BOHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 23, 2023

**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

**Parcel 70-09-23-200-027 (Knoper)**

**KNOW ALL MEN BY THESE PRESENTS**, that **TCF BANK**, a banking corporation, successor to **Chemical Bank**, of 333 East Main street, Midland, Michigan 48640-0231, as the Mortgagee under a certain Mortgage dated February 27, 2014, and recorded on March 24, 2014, as Document No. 2014-0008143 of Ottawa County records, hereby consents to the grant of Easement made by **Dale L. Knoper and Kathy L. Knoper, as Trustees of The Dale and Kathy Knoper Trust**, under written agreement dated **March 4, 2019**, Dale L. Knoper and wife, Kathy L. Knoper, being the Mortgagors in the Mortgage herein described, to **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, dated \_\_\_\_\_, 2020, and recorded on \_\_\_\_\_, 2020, as Document No. 2020-\_\_\_\_\_ of Ottawa County records, and acknowledges that such Mortgage will be subject to this Easement. Mortgagee agrees that the Easement consented to by this instrument does not trigger any due-on-sale provision of the Mortgage or otherwise constitute a default of any provision of the Mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TCF BANK, a banking corporation,  
successor to Chemical Bank

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF MICHIGAN )  
 )  
 ) ss.  
 )  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me in Midland County, Michigan, appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are respectively the \_\_\_\_\_ and the \_\_\_\_\_ of **TCF BANK, successor to Chemical Bank**, the banking corporation named in and which executed the within instrument, and that said instrument was signed on behalf of said banking corporation by authority of its Board of Directors, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said banking corporation.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417-0454

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
acting in Midland County, Michigan  
My Commission Expires: \_\_\_\_\_

**Idema Explorers Trail – Jenison Mill  
Easement and Construct Agreement  
Project Number E-1-1-20-9**

**COUNTY OF OTTAWA**

By: \_\_\_\_\_ Witnessed: \_\_\_\_\_  
Roger A, Bergman, Chairperson  
Board of Commissioners

By: \_\_\_\_\_ Witnessed: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-09-14-400-042  
60th Avenue  
Non-Motorized Trail Project  
(Allendale Township)**

**THIS INDENTURE** made and entered into this 10<sup>TH</sup> day of December, 2020, by and between **ROBERT W. AUSTIN, also known as Robert W. Austin, Jr., and HARRIET J. AUSTIN, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012, as their interests may appear, of 12222 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

**BACKGROUND:**

For and in consideration of the sum of Two Thousand and no/100 (\$2,000.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88

degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The East 20.00 feet of the West 53.00 feet of the North 180.00 feet of the above-described Fee Description; and the East 15.00 feet of the West 48.00 feet of the above-described Fee Description, except the North 180.00 feet thereof, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

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

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

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER.**

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

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

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner

caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

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

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

Sign here: [Signature]  
Type here: Robert W. Austin  
also known as Robert W. Austin, Jr.

Sign here: [Signature]  
Type here: Harriet J. Austin

- individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012 -

Address: 12222 60th Avenue  
Allendale MI 49401

STATE OF MICHIGAN     )  
  ss.  
COUNTY OF OTTAWA     )

On this 10<sup>th</sup> day of December, 2020, before me in Ottawa County, Michigan, personally appeared ROBERT W. AUSTIN, also known as Robert W. Austin, Jr., and HARRIET J. AUSTIN, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed, individually and as Co-Trustees of said Trust.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417-0454

Sign here: [Signature]  
Type here: [Signature]

Notary Public  
Ottawa County, Michigan  
Residing in Ottawa County, Michigan  
My Commission Expires: 02-23-2023

MARY L BOHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 23, 2023

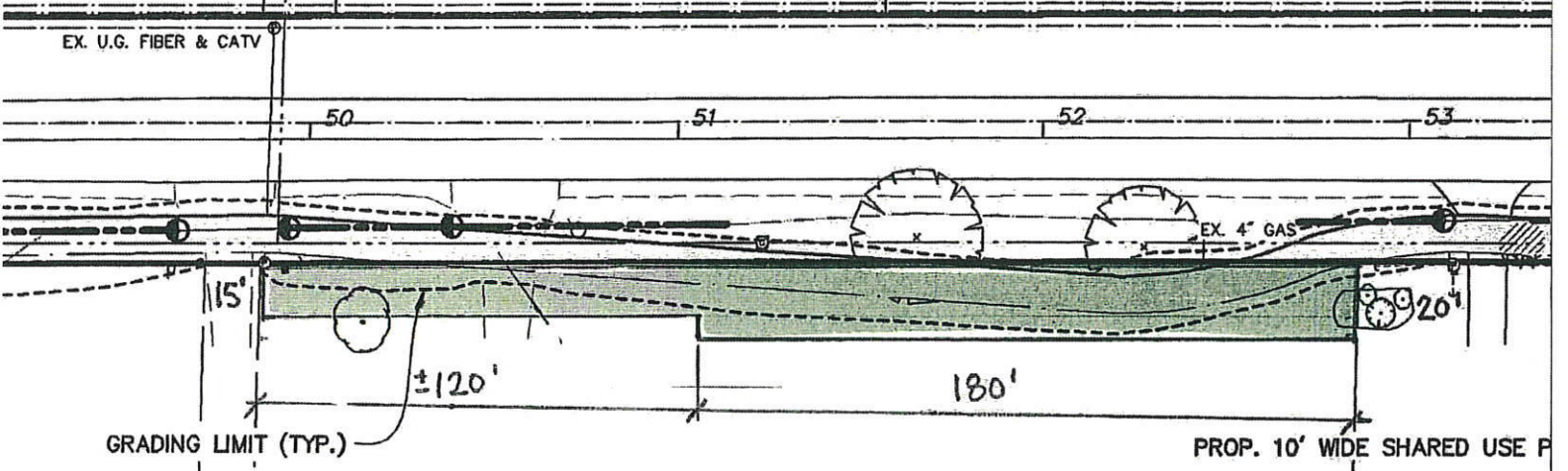
U N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

-044  
SMITH HARRY M.  
#12235

-050  
SMITH HARRY M.  
#12241



26  
LEN TYLER  
MIKA  
74

-007  
VAN WIENEN  
JOHN  
#12218

-042  
AUSTIN ROBERT & HARRIET TRUST  
#12222

400

SOUTHEAST 1/4, SECTION 14  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

U N P L A T T E D

-33.0'

10.8'

**STATEMENT OF JUST COMPENSATION**

**TO: ROBERT W. AUSTIN, a/k/a Robert W. Austin, Jr.  
HARRIET J. AUSTIN, individually, and as  
Co-Trustees of the Austin Family Protection Trust,  
under written Trust Agreement dated April 23, 2012  
12222 60th Avenue  
Allendale MI 49401**

**["Interested Person(s)"]**

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **60th Avenue Bicycle Path Project in Allendale Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement").

**Description of Property:** The East 20.00 feet of the West 53.00 feet of the North 180.00 feet of the above-described Real Property Description; and the East 15.00 feet of the West 48.00 feet of the above-described Real Property Description, except the North 180.00 feet thereof, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

**Interested Person(s):** Robert W. Austin, also known as Robert W. Austin, Jr., and Harriet J. Austin, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).

**Appraised Fair Market Value:** For the sum of Two Thousand and no/100 (\$2,000.00) Dollars Just Compensation deemed payable, the Interested Persons grant to the Grantee the Easement over Parcel No. 70-09-14-400-042.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Tee Haar  
Its: COORDINATOR of PLANNING

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

Dated this 10<sup>th</sup> day of December, 2020.

Robert W. Austin, Jr.  
Robert W. Austin, a/k/a Robert W. Austin, Jr.

Harriet J. Austin  
Harriet J. Austin

- individually, and as Co-Trustees of the Austin Family  
Protection Trust, under written Trust Agreement dated  
April 23, 2012 -



U N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14  
ALLENDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

-044  
SMITH HARRY M.  
#12235

-050  
SMITH HARRY M.  
#12241

EX. U.G. FIBER & CATV

50

51

52

53

EX. 4" GAS

15'

±120'

180'

26'

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE P

16  
EN TYLER  
KA  
4  
-007  
VAN WIENEN  
JOHN  
#12218

-042  
AUSTIN ROBERT & HARRIET TRUST  
#12222

400

SOUTHEAST 1/4, SECTION 14  
ALLENDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

33.0'

U N P L A T T E D

10.8'

## CERTIFICATE OF TRUST

**ROBERT W. AUSTIN and HARRIET J. AUSTIN**, being first duly sworn, depose and say as follows:

1. We are the Grantors and present Co-Trustees of the **Austin Family Protection Trust** established under written Trust Agreement dated April 23, 2012 (the "Trust").
2. Our mailing address is 12220 60th Avenue, Allendale, Michigan 49401.
3. The real property affected by this Certificate is located in the **Township of Allendale, County of Ottawa and State of Michigan**, and described specifically as follows:

That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

(Tax Parcel No. 70-09-14-400-042, commonly known as 12222 60th Avenue, Allendale, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. We certify that the Trust referred to above remains in full force and effect.

6. We have personal knowledge of the facts stated herein and if sworn as a witness we can testify competently thereto.

Dated this 10<sup>th</sup> day of December, 2020.

  
\_\_\_\_\_  
Robert W. Austin

  
\_\_\_\_\_  
Harriet J. Austin

STATE OF MICHIGAN    )  
                                  ss.  
COUNTY OF OTTAWA    )

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this 10<sup>th</sup> day of December, 2020, by **ROBERT W. AUSTIN and HARRIET J. AUSTIN.**

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417

  
\_\_\_\_\_  
Notary Public  
Ottawa County, Michigan  
acting in Ottawa County, Michigan  
My Commission Expires: 02-23-2023

MARY L BOHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 23, 2023

**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

**Parcel 70-09-14-400-042 (Austin)**

**KNOW ALL MEN BY THESE PRESENTS**, that **LAKE MICHIGAN CREDIT UNION**, a state chartered credit union under the laws of the State of Michigan, of P. O. Box 2848, Grand Rapids, Michigan 49501-2848, as the Mortgagee under a certain Mortgage dated February 20, 2020, and recorded on February 26, 2020, as Document No. 2020-0007197 of Ottawa County records, hereby consents to the grant of Easement made by **Robert W. Austin, also known as Robert W. Austin, Jr., and Harriet J. Austin, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012, as their interests appear**, Mortgagors in the Mortgage herein described, to **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, dated \_\_\_\_\_, 2020, and recorded on \_\_\_\_\_, 2020, as Document No. 2020-\_\_\_\_\_ of Ottawa County records**, and acknowledges that such Mortgage will be subject to this Easement. Mortgagee agrees that the Easement consented to by this instrument does not trigger any due-on-sale provision of the Mortgage or otherwise constitute a default of any provision of the Mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LAKE MICHIGAN CREDIT UNION  
a state chartered credit union under the laws of the  
State of Michigan

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF KENT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me in Kent County, Michigan, appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are respectively the \_\_\_\_\_ and the \_\_\_\_\_ of LAKE MICHIGAN CREDIT UNION, a state chartered credit union under the laws of the State of Michigan, the credit union named in and which executed the within instrument, and that said instrument was signed on behalf of said credit union by authority of its Board of Directors, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said credit union.

Prepared by, and after  
recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417-0454

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
acting in Kent County, Michigan  
My Commission Expires: \_\_\_\_\_

**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-09-23-200-027  
60th Avenue  
Non-Motorized Trail Project  
(Allendale Township)**

**THIS INDENTURE** made and entered into this 14<sup>th</sup> day of December, 2020, by and between **DALE L. KNOPER and KATHY L. KNOPER, as TRUSTEES OF THE DALE AND KATHY KNOPER TRUST**, under written agreement dated **March 4, 2019**, of 11840 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

**BACKGROUND:**

For and in consideration of the sum of One Thousand Two Hundred Fifteen and 45/100 (\$1,215.45) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The East 15.00 feet of the West 48.00 feet of the South 73.00 feet of the above-described Fee Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

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

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

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER.**

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

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

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

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

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

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

Sign here: Dale L Knoper  
 Type here: Dale L. Knoper

Sign here: Kathy L Knoper  
 Type here: Kathy L. Knoper

- as Trustees of The Dale and Kathy Knoper Trust, under agreement dated March 4, 2019 -

Address: 11840 60th Avenue  
 Allendale MI 49401

STATE OF MICHIGAN    )  
   ss.  
 COUNTY OF OTTAWA    )

On this 4th day of December, 2020, before me in Ottawa County, Michigan, personally appeared **DALE L. KNOPER and KATHY L. KNOPER, as TRUSTEES OF THE DALE AND KATHY KNOPER TRUST, under agreement dated March 4, 2019**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed, as Trustees of said Trust.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
 SCHOLTEN FANT  
 Attorneys at Law  
 100 North Third Street  
 P. O. Box 454  
 Grand Haven MI 49417-0454

Sign here: Mary L Bohn  
 Type here: Mary L. Bohn

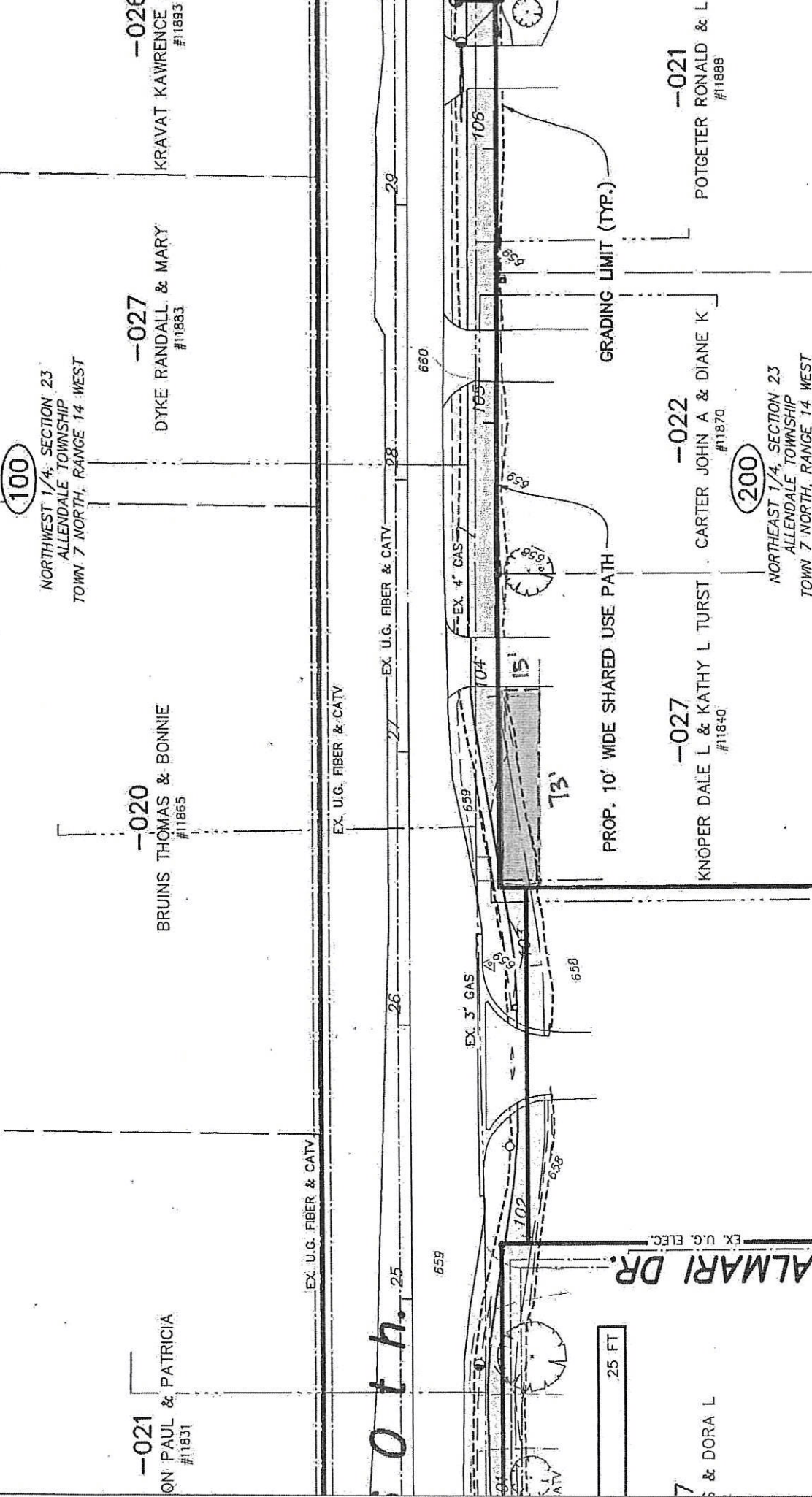
Notary Public  
Ottawa County, Michigan  
 acting in Ottawa County, Michigan  
 My Commission Expires: 02-23-2023

MARY L BOHN  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF OTTAWA  
 My Commission Expires February 23, 2023



U N P L A T T E D

U N P L A T T E D



-021  
ON PAUL & PATRICIA  
#11831

-020  
BRUINS THOMAS & BONNIE  
#11865

-027  
DYKE RANDALL & MARY  
#11883

-026  
KRAVAT KAWRENCE,  
#11893

7  
& DORA L

-027  
KNOPER DALE L & KATHY L TURST  
#11840

-022  
CARTER JOHN A & DIANE K  
#11870

-021  
POTGETER RONALD & L  
#11888

25 FT

PROP. 10' WIDE SHARED USE PATH

GRADING LIMIT (TYP.)

ALMARI DR.

PIPE SMOOTH - 20.1'  
CH PLASTIC - 20.0'  
PING - 38.3'

REBAR - 33.1'  
ESTAL - 34.7'  
ESTAL - 33.0'

REBAR - 33.0'  
HEAD - 49.2'  
ESTAL - 44.5'

& STREET - 38.6'

ESTAL - 36.2'

REBAR - 33.1'

43.9'

- 43.4'

**STATEMENT OF JUST COMPENSATION**

**TO: DALE L. KNOPER and KATHY L. KNOPER,  
as TRUSTEES OF THE DALE AND KATHY KNOPER  
TRUST, under written agreement dated March 4, 2019  
11840 60th Avenue  
Allendale MI 49401**

["Interested Person(s)"]

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **60th Avenue Bicycle Path Project in Allendale Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement").

**Description of Property:** The East 15.00 feet of the West 48.00 feet of the South 73.00 feet of the above-described Real Property Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

**Interested Person(s):** Dale L. Knoper and Kathy L. Knoper, as Trustees of The Dale and Kathy Knoper Trust, under written agreement dated March 4, 2019.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).

**Appraised Fair Market Value:** For the sum of One Thousand Two Hundred Fifteen and 45/100 (\$1,215.45) Dollars Just Compensation deemed payable, the Interested Persons grant to the Grantee the Easement over Parcel No. 70-09-23-200-027.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Ter Haar

Its: COORD. OF PLANNING

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

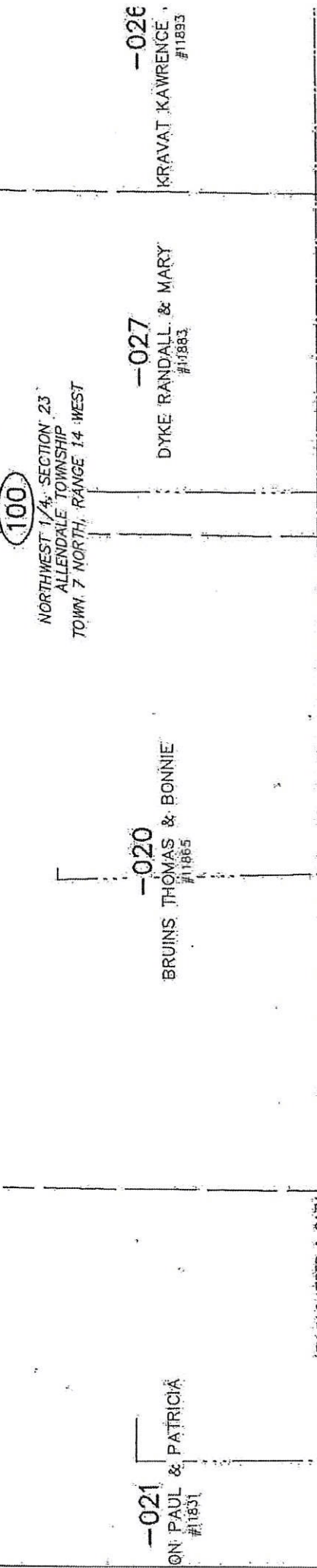
Dated this 14<sup>th</sup> day of December, 2020.

Dale L Knoper  
Dale L. Knoper

Kathy L Knoper  
Kathy L. Knoper

- as Trustees of The Dale and Kathy Knoper Trust, under  
written agreement dated March 4, 2019 -

U N P L A T T E D



-021  
ON: PAUL & PATRICIA  
#11831

-020  
BRUINS THOMAS & BONNIE  
#11865

-027  
DYKE RANDALL & MARY  
#11883

-026  
KRAVAT LAWRENCE  
#11893

-021  
POTGETER RONALD & L  
#11888

-022  
CARTER JOHN A & DIANE K  
#11870

-027  
KNOPER DALE L & KATHY L TURST  
#11840

7 & DORA L

O t h . 25

ALMARI DR.

25 FT.

NORTHEAST 1/4, SECTION 23  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

NORTHWEST 1/4, SECTION 23  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

U N P L A T T E D

- REBAR - 33.1'
- REBAR - 33.0'
- HEAD - 49.2'
- REBAR - 33.0'
- HEAD - 49.2'
- RESTAL - 35.1'
- RESTAL - 34.7'
- RON SMASHED - 33.0'
- PIPE SMOOTH - 20.1'
- CH PLASTIC - 20.0'
- PIPE - 38.3'

& STREET - 38.6'

- 36.2'

REBAR - 33.1'

43.9'

- 43.4'

## CERTIFICATE OF TRUST

**DALE L. KNOPER and KATHY L. KNOPER**, being first duly sworn, depose and say as follows:

1. We are the Grantors and present Trustees of the **The Dale and Kathy Knoper Trust** established under written Trust Agreement dated March 4, 2019, (the "Trust").

2. Our mailing address is 11840 60th Avenue, Allendale, Michigan 49401.

3. The real property affected by this Certificate is located in the **Township of Allendale, County of Ottawa and State of Michigan**, and described specifically as follows:

That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

(Tax Parcel No. 70-09-23-200-027, commonly known as 11840 60th Avenue, Allendale, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. We certify that the Trust referred to above remains in full force and effect.

6. We have personal knowledge of the facts stated herein and if sworn as a witness we can testify competently thereto.

Dated this 14<sup>th</sup> day of December, 2020.

Dale L. Knoper  
Dale L. Knoper

Kathy L. Knoper  
Kathy L. Knoper

STATE OF MICHIGAN    )  
  ss.  
COUNTY OF OTTAWA    )

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **DALE L. KNOPER and KATHY L. KNOPER.**

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417

Mary L. Bohn  
Notary Public  
Ottawa County, Michigan  
acting in Ottawa County, Michigan  
My Commission Expires: 02-23-2023

MARY L BOHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 23, 2023

**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

**Parcel 70-09-23-200-027 (Knoper)**

**KNOW ALL MEN BY THESE PRESENTS**, that **TCF BANK**, a banking corporation, successor to **Chemical Bank**, of 333 East Main street, Midland, Michigan 48640-0231, as the Mortgagee under a certain Mortgage dated February 27, 2014, and recorded on March 24, 2014, as Document No. 2014-0008143 of Ottawa County records, hereby consents to the grant of Easement made by **Dale L. Knoper and Kathy L. Knoper, as Trustees of The Dale and Kathy Knoper Trust**, under written agreement dated **March 4, 2019**, Dale L. Knoper and wife, Kathy L. Knoper, being the Mortgagors in the Mortgage herein described, to **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, dated \_\_\_\_\_, 2020, and recorded on \_\_\_\_\_, 2020, as Document No. 2020-\_\_\_\_\_ of Ottawa County records, and acknowledges that such Mortgage will be subject to this Easement. Mortgagee agrees that the Easement consented to by this instrument does not trigger any due-on-sale provision of the Mortgage or otherwise constitute a default of any provision of the Mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TCF BANK, a banking corporation,  
successor to Chemical Bank

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_





# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 01/26/2021

**Requesting Department:** Ottawa County Public Utilities

**Submitted By:** Regina MacMillan

**Agenda Item:** Ottawa County Sewage Disposal Refunding Bonds, Series 2021

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution to Authorize the Issuance of Not to Exceed \$465,000 Ottawa County Sewage Disposal Refunding Bonds, Series 2021 (Chester Township System No. 1).

## Summary of Request:

It is in the best interests of the County and the Township that bonds be sold to refund the Prior Bonds. This proposed refunding will result in an estimated True Interest Cost of 1.470546%, with an estimated Net Present Worth Savings of \$103,237.56. The annual debt payments will be reduced from the current average of \$42,453 per year to approximately \$26,212 per year. This will allow the Township to forego future planned rate increases necessary to service the existing debt and allow debt rates to stabilize for their sewer customers.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" 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 1: To Maintain and Improve the Strong Financial Position of the County.

**Objective:** Goal 1, Objective 3: Maintain or improve bond credit ratings.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/19/2021

Finance and Administration Committee



*Since 1911*

**Ottawa County Road Commission**  
14110 Lakeshore Drive  
Grand Haven, Michigan 49417  
(616) 842-5400  
*info@ottawacorc.com*

## MEMORANDUM

To: Board of County Commissioners  
From: Patrick J. Staskiewicz, P.E., Public Utilities Director  
Date: January 20, 2021  
Re: Chester Township Wastewater System – Refunding Bonds

On January 19, 2021, the Ottawa County Finance Committee approved a resolution to refund the Chester Township wastewater bonds. Our bond counsel, Laura Bassett, called me today to bring an issue to my attention with respect to the escrow account. Typically, an escrow is required on our bond issues, but in this case, it will just result in added expense for the Township. Attached is a letter from Laura Bassett that fully explains the situation. The best way to resolve this is to amend the resolution that you previously approved. Therefore, we have attached for your consideration a revised resolution, along with a red-line version that details the proposed changes. Thank you for your consideration in this matter.



2600 WEST BIG BEAVER ROAD, SUITE 300  
TROY, MI 48084-3312  
TELEPHONE: (248) 433-7200  
FACSIMILE: (844) 670-6009  
<http://www.dickinsonwright.com>

LAURA M. BASSETT  
LBassett@dickinsonwright.com  
(248) 205-5633

January 20, 2021

**Via E-Mail**

Patrick J. Staskiewicz  
Public Utilities Director  
Ottawa County Road Commission  
14110 Lakeshore Drive  
P.O. Box 739  
Grand Haven, Michigan 49417

**Re: Revisions to Resolution to Authorize the Issuance of Ottawa County Sewage Disposal Refunding Bonds, Series 2021 (Chester Township System No. 1)**

Dear Pat:

Enclosed with this cover letter is a revised Resolution to Authorize the Issuance of Ottawa County Sewage Disposal Refunding Bonds, Series 2021 (Chester Township System No. 1) for consideration by the Ottawa County Board of Commissioners at its meeting on January 26, 2021 (the “Bond Resolution”).

As we discussed, certain minor revisions have been made to this Bond Resolution from the version presented to the Finance Committee at its meeting on January 19, 2021. The revisions are reflected in the blackline comparison also enclosed with this cover letter, and consist solely of changes to Section 13 of the Bond Resolution to make the Escrow Fund (referred to in the Bond Resolution) permissible rather than required.

Resolutions authorizing the issuance of refunding bonds generally authorize the establishment of an Escrow Fund, to be held by an Escrow Agent pursuant to an Agreement to be entered into between the Escrow Agent and the issuer of the refunding bonds (e.g., the County.) Proceeds of the Refunding Bonds are deposited into the Escrow Fund and held until the prior bonds (the bonds being refunded) are called for redemption, at which time the Escrow Agent is responsible for redeeming and paying off the prior bonds. The Escrow Agent is often the same bank or other institution serving the role as “paying agent” for the County, i.e., the party responsible for making annual and/or semi-annual principal and interest payments on currently outstanding bonds. Sometimes the “escrow period” for refunding bonds may be a month long, and it is therefore beneficial to have an outside party – particularly the institution already serving as paying agent for the County’s bonds – handle the redemption of refunding bonds.

The transaction presented in the enclosed Bond Resolution is different from other refunding bond transactions for two reasons: (1) the principal amount of the refunding bonds to

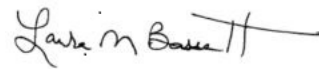
Patrick J. Staskiewicz  
Page 2

be issued is small (under \$500,000) and the Bond Resolution authorizes the County Treasurer to serve as “paying agent” for the refunding bonds, rather than contracting with an outside party; and (2) the refunding bonds will refund bonds previously issued to the U.S. Department of Agriculture, Rural Development. When bonds are issued to refund Rural Development bonds, the prior Rural Development bonds are paid off on the day the refunding bonds close. In other words, there is no “escrow period.”

Often, a one-day escrow fund will still be established for bonds refunding Rural Development bonds; however, there will be no paying agent for the new refunding bonds. Under the circumstances, there is no need to enter into a new contract with an outside institution to handle a one-day escrow. We would therefore suggest that the standard Escrow Fund language in the Bond Resolution be changed to permit an escrow if it were determined to be beneficial, but to not require it. The County’s registered municipal advisor, Robert W. Baird & Co., and we, will be in contact with Rural Development to ensure that the appropriate steps are taken at the closing of the above refunding bonds to redeem and pay off the prior bonds.

If you have any questions, please give me a call.

Very truly yours,



Laura M. Bassett

LMB/  
Enclosure

4824-5279-5608 v1 [9232-184]

RE: RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$465,000 OTTAWA COUNTY SEWAGE DISPOSAL REFUNDING BONDS, SERIES 2021 (CHESTER TOWNSHIP SYSTEM NO. 1)

Submitted by Commissioner \_\_\_\_\_ :

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

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

WHEREAS, pursuant to the provisions of Act 342, the Township of Chester (the “Township”) and the County of Ottawa (the “County”), acting by and through its Board of County Road Commissioners as county agency (the “County Agency”), have entered into the Chester Township Sewage Disposal System No. 1 Contract, dated as of April 1, 1995 (the “Contract”); and

WHEREAS, pursuant to the Contract, the County issued its Ottawa County Sewage Disposal Bonds (Chester Township System No. 1) dated as of July 30, 1996 (the “Prior Bonds”) in the original principal amount of \$700,000 to defray the cost of acquiring and constructing sewage disposal facilities to serve the Township; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$450,000, mature in various principal amounts in the years 2021 through 2035 and bear interest at the rate per annum of 5.125%; and

WHEREAS, Part VI of Act No. 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the County to refund all or any part of its outstanding securities; and

WHEREAS, the governing body of the Township has adopted a resolution requesting and authorizing the County to issue its refunding bonds for the purpose of refunding all or part of the Prior Bonds and paying the costs of issuing the refunding bonds and agreeing to continue to make payments to the County in accordance with the Contract in amounts sufficient to pay the principal of and interest on the refunding bonds and any of the Prior Bonds that are not refunded and all paying agency fees and other expenses and charges (including the County Agency’s administrative expenses) which are payable on account of the refunding bonds and those Prior Bonds that are not refunded; and

WHEREAS, it is in the best interests of the County and the Township that bonds be sold to refund the Prior Bonds.

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

1. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the County aggregating the principal sum of not to exceed Four Hundred Sixty-Five Thousand Dollars (\$465,000) (the “Bonds”), as determined by the Public Utilities Director at the time of sale, shall be issued and sold pursuant to the provisions of Act 342, Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the Prior Bonds.

2. BOND DETAILS. The Bonds shall be designated shall be designated “Ottawa County Sewage Disposal Refunding Bonds, Series 2021 (Chester Township System No. 1);” shall be dated the date of delivery thereof; shall be issued as serial bonds or term bonds, or a combination thereof, as determined by the Public Utilities Director at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of each maturity of the Bonds or, if each maturity of the Bonds bears interest at the same rate and the Bonds are not initially issued through the book-entry-only system of DTC as described in Section 5 hereof, the Bonds shall be

issued in the form of a single bond in the denomination of the aggregate principal amount of the Bonds with an exhibit attached thereto showing the principal maturities and payment dates; shall bear interest at a rate or rates not exceeding 4.00% per annum to be determined upon the sale thereof, payable on such dates as shall be determined by the Public Utilities Director at the time of sale; and shall mature in such principal amounts and on such dates as shall be determined by the Public Utilities Director at the time of sale, provided that the final principal maturity of the Bonds shall be not later than June 1, 2035.

3. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity, if so determined by the Public Utilities Director at the time of sale, upon such terms and conditions as may be determined by the Public Utilities Director.

4. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

5. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested

by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Resolution. In the event bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between the County and DTC, and the Public Utilities Director is authorized to sign such additional documents on behalf of the County as may be requested by DTC, in such form as the Public Utilities Director deems necessary to accomplish the issuance of the Bonds in accordance with law and this Resolution.

Notwithstanding any other provision of this Bond Resolution to the contrary, the Bonds shall not be issued through the book-entry-only transfer system of DTC if (a) the Public Utilities



Director determines that such book-entry-only transfer system of DTC is not in the best interest of the County or (b) the purchaser is willing to accept physical delivery of the Bonds in authorized denominations as set forth in Section 2 hereof.

6. BOND REGISTRAR AND PAYING AGENT. The Public Utilities Director shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Public Utilities Director from time to time as required may designate a similarly qualified successor bond registrar and paying agent. Alternatively, the County Treasurer may serve as bond registrar and paying agent for the Bonds if the Public Utilities Director determines it is in the best interest of the County.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney,

at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

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

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_, \_\_\_\_."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 4 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

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

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

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

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OTTAWA  
OTTAWA COUNTY SEWAGE DISPOSAL REFUNDING BOND,  
SERIES 2021 (CHESTER TOWNSHIP SYSTEM NO. 1)

INTEREST RATE      MATURITY DATE      DATE OF ORIGINAL ISSUE

Registered Owner:

Principal Amount:

The County of Ottawa, State of Michigan (the "County") acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at \_\_\_\_\_, \_\_\_\_\_, Michigan, the bond registrar and paying agent, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue or such later date through which interest shall have been paid until the County's obligation with respect to the payment of such Principal Amount is discharged at the rate per annum specified above. Interest is payable on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing \_\_\_\_\_ 1, 20\_\_\_. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended, and Act No. 34, Public Acts of 2001, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County and an order executed by the Public Utilities Director of the County (collectively, the "Resolution") for the purpose of refunding the County's outstanding Ottawa County Sewage Disposal Bonds (Chester Township System No. 1) dated as of July 30, 1996, maturing in the years \_\_\_\_\_ through \_\_\_\_\_. The bonds of this series are issued in anticipation of, and the principal and interest on the bonds are payable from, moneys to be received by the County from the Township of Chester (the "Township") under a contract dated April 1, 1995, between the County and the Township. The full faith and credit of the Township have been pledged for the making of payments to the County in amounts sufficient to pay the principal of and interest on the bonds of this series when due. As additional security for the payment of the principal of and interest on the bonds of

this series, the full faith and credit of the County have been pledged. Taxes imposed by the Township and the County are subject to applicable constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year \_\_\_\_\_ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to \_\_\_\_\_ 1, 20\_\_, are not subject to optional redemption prior to maturity. Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more dates on and after \_\_\_\_\_ 1, 20\_\_. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without premium.

Not less than thirty days but not more than sixty days' notice of redemption shall be given to the holders of bonds called to be redeemed by mail to the registered holder at the registered address. Bonds or portions of bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

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

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

COUNTY OF OTTAWA

(SEAL)

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman,  
Board of Commissioners

CERTIFICATE OF AUTHENTICATION

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

\_\_\_\_\_  
Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
(please print or type name, address and taxpayer identification number of transferee) the within  
bond and all rights thereunder and hereby irrevocably constitutes and appoints  
\_\_\_\_\_  
attorney to transfer the within bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

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

[End of Bond Form]

10. SECURITY. The Bonds shall be issued in anticipation of payments to be made by the Township pursuant to the Contract. The Bonds shall be secured primarily by the full faith and credit pledge made by the Township in the Contract. As additional and secondary security, the full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If the Township shall fail to make payments to the County which are sufficient to pay the principal of and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. The ability of the County to raise funds to pay such amounts is subject to applicable constitutional and statutory limitations on the taxing power of the County.

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

12. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any accrued interest received from the purchaser of the Bonds at the time of delivery of the same. All payments received from the Township pursuant to the Contract are pledged for the payment of the principal of and interest on the non-refunded Prior Bonds and the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund and so long as the principal of and



interest on the Bonds shall remain unpaid, no moneys shall be withdrawn from the Principal and Interest Fund except to pay such principal and interest. The County Agency shall transfer moneys in the Principal and Interest Fund to the bond registrar and paying agent for the Prior Bonds and the bond registrar and paying agent for the Bonds as necessary for the payment of the principal of and interest on the non-refunded Prior Bonds and the Bonds.

13. PAYMENT OF ISSUANCE EXPENSES - ESCROW FUND. The remainder of the proceeds of the Bonds shall be used to pay the issuance expenses of the Bonds and to ~~establish an escrow fund for~~ pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds that are refunded (the “Refunded Bonds”). After the issuance expenses have been paid or provided for the remaining proceeds shall be used, together with available funds of the County or the Township, if any, to to pay the principal of, interest on and redemption premiums, if any, on the Refunded Bonds, and, if necessary, to establish an escrow fund (the “Escrow Fund”) consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premiums, if any, on the Refunded Bonds. If established, the Escrow Fund shall be held by an escrow agent (the “Escrow Agent”) in trust pursuant to an escrow agreement (the “Escrow Agreement”), which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the interest on the Refunded Bonds when due and to call the Refunded Bonds for redemption at such time as shall be determined in the Escrow Agreement. The Public Utilities Director is authorized to select the Escrow Agent and enter into the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received thereon will be sufficient without reinvestment to pay the principal of, interest on and redemption premiums, if any, on the Refunded Bonds when due at maturity or call for redemption as required by the Escrow Agreement.

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

15. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold pursuant to a negotiated sale as hereinafter provided, and it is hereby determined that such negotiated sale is in the best interests of the County and is the most cost effective and efficient way to sell the Bonds. The Public Utilities Director shall sell the Bonds at not less than 100% of their par value by means of sending a Request for Proposals, in a form approved by the Public Utilities Director after consultation with the County's financial advisor, to potential purchasers to be determined by the Public Utilities Director after consultation with the County's financial advisor. Any acts and things done heretofore to carry out the purposes of this resolution with respect to the preparation and distribution of the Request for Proposals are ratified, confirmed and approved. Following the receipt of bids for the Bonds as provided for in this Bond Resolution, the Bonds shall be awarded to the successful bidder therefor pursuant to a Sale Order to be executed by the Public Utilities Director, which Sale Order shall set forth, with respect to the Bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the successful bidder, as well as such other terms and provisions as the Public Utilities Director determines to be necessary or appropriate in connection with the sale of the Bonds. The Public Utilities Director and other appropriate County officials are authorized to execute and deliver such certificates or documents as bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Bond Resolution. In making the determination in the Sale Order with respect to principal maturities and

dates, interest rates, redemption provisions, purchase price of the Bonds, the Public Utilities Director shall be limited as follows:

- (a) The interest rate on any Bond shall not exceed 4.00% per annum.
- (b) The final maturity date of the Bonds shall not be later than June 1, 2035.

16. REPLACEMENT OF BONDS. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant to the provisions of this Section 16 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

17. TAX COVENANT. The County covenants to comply with all requirements of the Code necessary to assure that interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Board of County Road Commissioners, the Public Utilities Director and other appropriate County officials are authorized to do all things necessary (including the making of such covenants of the County as appropriate) to assure that interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

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

YEAS: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OTTAWA     )

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on January 26, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

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Clerk  
County of Ottawa

~~4845-5749-9349 v1 [9232-184]~~[4845-5749-9349 v2 \[9232-184\]](#)

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	01/26/2021
<b>Requesting Department:</b>	Human Resources
<b>Submitted By:</b>	Marcie Ver Beek
<b>Agenda Item:</b>	Planning & Performance Improvement Personnel Request

**Suggested Motion:**

To approve the request to increase the Project Support Specialist from 0.48 FTE non-benefited, to 0.8 FTE benefited, at a cost of \$34,598.83.

**Summary of Request:**

See attached for details and justification.

**Financial Information:**

Total Cost: \$34,598.83	General Fund Cost: \$34,598.83	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Planning & Performance Improvement Department project revenue. Budget adjustment in progres.

**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 3: Maintain and expand investments in the human resources and talent of the organization.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 01/19/2021 Finance and Administration Committee



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Planning & Performance Improvement DATE REQUESTED: 12/29/2020

POSITION TITLE: Project Support Specialist ORG CODE: 10107211

DATE NEEDED ASAP

CHECK ONE:  Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: \_\_\_\_\_

Expansion of Existing Hours → From: 19.2 To: 32.0 hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: \_\_\_\_\_

New Position → Number of hours per week requested: \_\_\_\_\_

Expansion of Existing Hours - please refer to the attached schedule to make this request

### GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group-T

2. Pay Grade: 8

3. Does a current job description exist?  Yes  No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

See Attached

### COST INFORMATION:

Additional source of revenue (in percentage) to support this position. See Attached

Provide the revenue line to be amended if this position is approved: 675010

Estimated salary cost (including for the budget year: \$28,447.26 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$23,219.93 (department to request amount from H/R)



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

No additional equipment costs

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Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information y  
**number to keep the justification to a maximum of one page.**

SIGNED: Paul Sachs

DATE: 12/29/2020

**BUDGET DATA:** \_\_\_\_\_

*Fiscal Services Department Use Only*

**CONTROL #:** \_\_\_\_\_

*Fiscal Services Department Use Only*



# Project Support Specialist: Justification for Position Reclassification

## Revenue Streams to Help Fund Reclassification

The Planning & Performance Improvement Department (PPID) started generating consistent revenue in FY 2020 as a result of numerous departmental activities. These activities include:



Evaluations, data analysis and research services for local units of government and local non-profits.



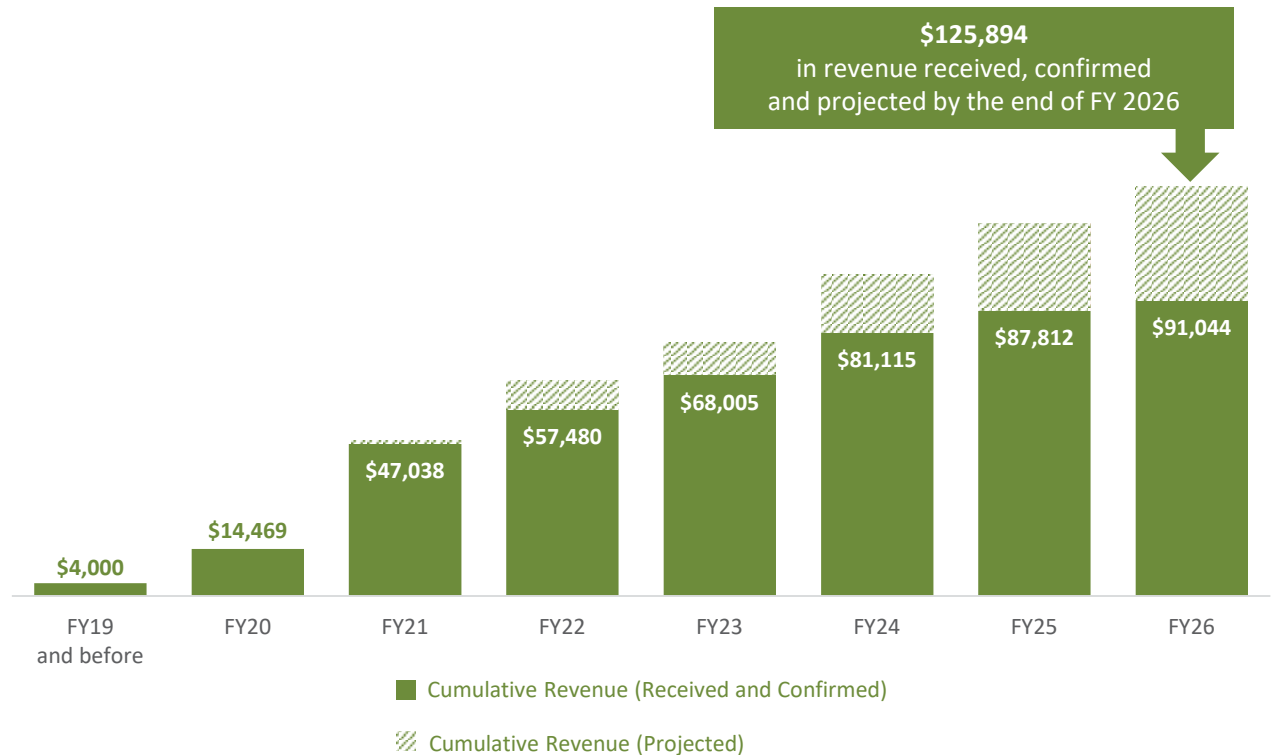
Permanently preserving farmland and administering agricultural grants.



Economic development administration for a tax increment financing plan and brownfield grant.

At the close of FY 2020, the PPID had secured over \$14,000 in revenue from these activities. By the end of this current fiscal year, the PPID will have generated another \$32,000 in revenue. Confirmed revenue through the end of FY 2026 totals over \$91,000 as shown in the graph to the right.

As these departmental activities continue to garner more support in the community, additional revenue will be generated. Conservatively, the department sees another \$34,000 in revenue being generated by the end of FY 2026 through evaluation, data analysis and research services. And more revenue will be generated as economic development and farmland grants are secured, as well as additional fee-for-service contract work with local units of government when more land use staff are secured for the Department.



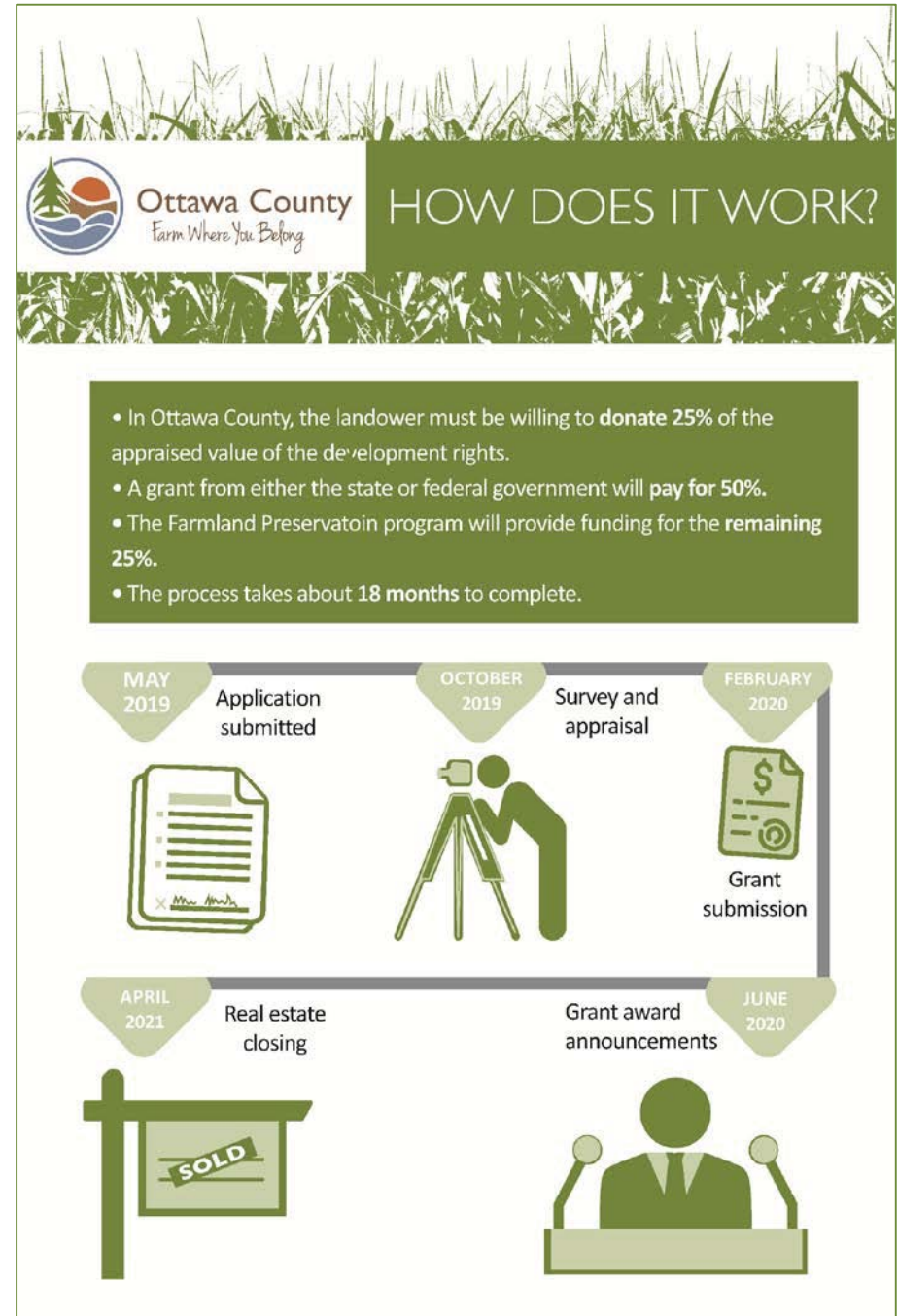
## Current Situation

The project support specialist position is currently staffed by Rich Lakeberg, an extraordinary writer and graphic designer who joined our team in May 2019. Rich is a master at designing marketing and educational pieces. He specializes in writing press releases, creating videos, designing infographics and educational print materials, as well as communicating through social media and GovDelivery. A few recent examples of the outstanding work completed by Rich include the design of the department's annual report, an infographic to explain the brownfield redevelopment process, and flowcharts to explain the farmland preservation process to the public (sample provided to the right).

While Rich's work is amazing, he is only able to contribute 19.2 hours per week to designing marketing and educational materials that are required for high-profile community projects, including:



Due to the lack of hours that Rich is currently able to work, other department staff are attempting to both problem-solve challenges presented by these high-profile community projects, while also effectively packaging the information into easily digestible marketing and educational pieces. This leaves the department in the unenviable position of being unable to accomplish everything that is expected on these high-profile community projects. Moreover, once new land use planning staff are secured for the Department to perform the influx of new, high-profile long-range planning work in County, the need for additional project support specialist hours will be necessary.



## Our Ask

We are requesting to reclassify the project support specialist position to a 32 hour per week position for FY 21 that receives prorated benefits. The added annual cost for this reclassification is \$40,627. It is anticipated that this position will increase to 40 hours per week in FY22.


With the additional hours, the department will be better able to meet the continuously rising challenges presented by these projects, while also increasing the revenue-generating capacity above current revenue projections. The PPID will help offset the added cost of the reclassification using the revenue it generates through departmental activities. Using current revenue projections, the PPID can reimburse the county for at least 3 years of the added cost of the reclassification.



BREAKING DOWN THE

# BROWNFIELD REDEVELOPMENT PROCESS

A GUIDE FOR LANDOWNERS AND DEVELOPERS



### 1 DOES THE SITE QUALIFY?

Is it a "facility"\* as defined by Part 201 of the Natural Resources and Environmental Protection Act 451, of 1994 as amended? Is it in a Qualified Local Governmental Unit, blighted, functionally obsolete, or owned by a Land Bank?

\*To determine if a site is a facility, environmental site assessments must be performed. Financial incentives may be available. Contact the OCBRA for more information.

### 2 DRAFT A REDEVELOPMENT PLAN

Once eligible activities have been defined in a redevelopment plan, you can seek incentives to help defray those costs.

### 3 IDENTIFY FUNDING SOURCES

There are numerous sources of potential incentives for eligible activities on brownfield properties. Applying for and gaining approval of these incentives can take time. Please allow adequate time for this process. Contact the OCBRA to learn more.

### 4 WORK BEGINS

Some incentives allow works to begin prior to final approval of the incentive. Some do not. Be sure to know what is allowed before breaking ground.

**OTTAWA COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

616-738-4852 | [plan@miottawa.org](mailto:plan@miottawa.org) | [miottawa.org/brownfields](http://miottawa.org/brownfields)

2021 Estimated Costs per Deductions  
Employee Costs

Project Support Specialist  
Non-Benefited - \$16.7605/hr

FTE	Wages	Benefits	TOTAL COST
0.4800	17,068.36		17,068.36

Project Support Specialist  
\$16.7605/hr

FTE	Wages	Benefits	TOTAL COST
0.8000	28,447.26	23,219.93	51,667.19

# Action Request



**Committee:** Board of Commissioners  
**Meeting Date:** 01/26/2021  
**Requesting Department:** Human Resources  
**Submitted By:** Marcie Ver Beek  
**Agenda Item:** Fiscal Services Personnel Request

## Suggested Motion:

To approve the addition of a Public Health Financial Manager, as outlined below, at a total cost of \$27,395.22.

## Summary of Request:

This position is being requested to provide leadership for the financial and business operations of the Health Department. Similar to the Mental Health Financial Manager, this position will work in Holland directly supporting the Public Health Department.

After a Senior Accountant working in the Health Department left the County in 2017, the Accounting Manager stepped in to support the Health Department. Later, the Senior Accountant position was eliminated and an Administrative Assistant position was added. In the past few years, having one position in this role has been challenging for both the Health Department and the Fiscal Services Department. The Health Department requires a full-time position to support the operation.

This action eliminates the Administrative Assistant position (vacant) and creates the Public Health Financial Manager to support the Health Department.

## Financial Information:

Total Cost: \$27,395.22	General Fund Cost: \$27,395.22	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Funded with vacancy savings.

**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 3: Maintain and expand investments in the human resources and talent of the organization.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/19/2021

Finance and Administration Committee

## OTTAWA COUNTY

**TITLE:** PUBLIC HEALTH FINANCE MANAGER    **EMPLOYEE GROUP:** UNCLASSIFIED  
**DEPARTMENT:** FISCAL SERVICES                      **GRADE:** U-7

### **JOB SUMMARY:**

Under the direction of the Assistant Fiscal Services Director, provides leadership for the financial and business operation of the Health Department. Assists the Public Health Officer and Leadership Team in making management decisions and with strategic planning. Develops and implements plans, procedures and practices to ensure proper fiscal control, cost-effective utilization of resources and maximization of revenues to support service delivery. Additionally, manages countywide grant activity to maintain compliance with federal regulations.

**ESSENTIAL JOB FUNCTIONS:** The essential functions of this position include, but are not limited to, the following:

1. Directs the business and financial operations of the Health Department, ensuring rational financial planning and proper fiscal control.
2. Manages and provides day-to-day leadership and support for staff; creates an environment that encourages active participation with the Health Department leadership team.
3. Ensures billing procedures and claims processing are efficient, secure, and in compliance with contractual obligations.
4. Participates in state and regional workgroups supporting Health Departments.
5. Manages all County grant policies, procedures and compliance requirements. Develops and maintains internal controls and procedures to ensure compliance with 2 CRF 200 and other applicable guidelines from federally funded programs.
6. Participates in the design, development, testing, and implementation of Health Department electronic health record software and County ERP.
7. Prepares the annual Schedule of Financial Expenditures and coordinates the annual Single Audit for the County.
8. Oversees all federal and state compliance audits.
9. In collaboration with the Fiscal Services Director, hires, terminates, provides training and work assignments, reviews and evaluates work performance, and administers disciplinary actions to subordinate staff.
10. Performs other functions as assigned.

### **REQUIRED KNOWLEDGE AND SKILLS:**

1. Thorough working knowledge of budgetary and auditing processes, principles and practices, including the principles of fund accounting.
2. Demonstrate independent judgement, initiative, critical thinking, and attention to detail in accordance with established policies and procedures.
3. Thorough knowledge of statutory and other legally mandated standards governing federal grant management, including OMB Compliance Supplement.
4. Thorough working knowledge of insurance billing practices and medical terminology.
5. Computer literacy, including thorough working knowledge of spreadsheet, presentation, database, accounting and budget management applications software.
6. Good organizational, managerial and supervisory skills.
7. Excellent oral and written communications skills.
8. Excellent interpersonal and human relations skills.
9. Ability to interact positively and objectively with elected officials, managers, supervisors and employees from a wide range of cultural and socio-economic backgrounds.

**REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Bachelor's degree from an accredited institution in Public Administration, Public Finance, Business Administration, Accounting or other relevant field combined with five (5) years professional experience in grant management, including two (2) years of supervisory experience, or an equivalent combination of education and experience.

**PHYSICAL REQUIREMENTS:**

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

**WORKING CONDITIONS:**

Work is performed in a normal office environment.

2021 Estimated Costs per Deductions  
Employee Costs

Public Health Administrative Assistant - TO BE ELIMINATED  
Unclassified - U-3/ Step 1

704000

FTE	Wages	Benefits	TOTAL COST
1.0000	46,010.61	31,696.44	77,707.05

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Public Health Financial Manager  
Unclassified - U-7/ Step 1

704000

FTE	Wages	Benefits	TOTAL COST
1.0000	66,446.92	38,655.35	105,102.27



# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	01/26/2021
<b>Requesting Department:</b>	Facilities Maintenance
<b>Submitted By:</b>	John Shay
<b>Agenda Item:</b>	Matrix Consulting Engineers' Proposal to Provide Lighting Consulting Services to Upgrade the County's Facilities to LED lighting

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract with Matrix Consulting Engineers to provide lighting consulting services to upgrade the County's facilities to LED lighting in the amount of \$77,500.

## Summary of Request:

In an effort to reduce operating and energy costs, the County solicited written proposals from Consultants with demonstrated qualifications and experience to provide consulting services and support for upgrading the County's facilities, buildings and courthouses to LED lighting for energy efficiency. As part of this process, the Consultant will provide 2-3 options and recommendations to maximize rebates and minimize operating costs. Options will include the estimated cost to perform the work to convert to LED lights, number of years the project will pay itself off and operational savings.

Once the County selects an option, the Consultant will develop and provide the County with a scope of work. The County will use the scope of work with its solicitation process in order to obtain a vendor to complete the actual work to convert to LED lighting. The consultant will advise the County on the timing of when to pursue and publish the project for solicitation in order to minimize construction costs and maximize rebate costs from the utility companies. The consultant would also coordinate and submit all necessary applications and documents to Holland Board of Public Works, Grand Haven Board of Light and Power and Consumers Energy for all possible rebates. Finally, the consultant will provide construction-administration services.

After reviewing the proposals from six vendors and interviewing three vendors, the Staff is recommending that the Board of Commissioners approve Matrix Consulting Engineers' proposal in the amount of \$77,500.

## Financial Information:

Total Cost: \$77,500.00	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:

CIP

**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:

Committee/Governing/Advisory Board Approval Date: 01/19/2021

Finance and Administration Committee

## RFP 21-04 LED Lighting Consultant - Proposal Summaries

Received by: Sandra Coles, 12/4/20

RFP 21-04 Proposal Summaries			
Company	E3M Solutions	Electro-Matic Visual	Fishbeck
Date/Time Received	12/4/2020 at 9:41 AM ET	12/4/2020 at 12:35 PM ET	12/4/2020 at 12:21 PM ET
Required Documents	Yes	Yes	Yes
Office Location	Wyoming, Michigan	Farmington Hills, Michigan	Grand Rapids, Michigan
History / Background	Established in 2014. Three major areas: Energy Efficiency, Energy Engineering, Energy Management.	Electro-Matic Visual is division of Electro-Matic Ventures. Supplies high technology automation components. Specialty is LED lighting and signage technology. Approximately 250 active employees. Other offices in Grand Rapids, Chicago, Solon OH.	Established in 1956. Approximately 490 personnel. 14 office locations throughout Michigan, Ohio, and Indiana.
Experience / Qualifications	Has worked in variety of projects from HVAC to Lighting, and across industries including Municipal Facilities.	Few examples: Lakes Mall Muskegon - complete interior & exterior audit, installation, & rebate processing. Crest Marine - rebating processing. Great Lakes Composites - rebate and audits. Plus more.	Proposed project manager has 15+ years experience. Provided interior Lighting audit for Meijer stores (94 stores). Success in completing utility rebates Provided list of DTE customers.
References	Gordon Food Service, Honeywell	Trane, Great Lakes Composites	Cascade Charter Township, City of Grand Rapids
Work plan	Will start with establishing goals and interview key personnel at each location to discuss light levels, areas of concern, key areas, maintenance concerns. Will then walk space to develop master list of fixture types and quantity, as well as light levels, existing controls, mounting, etc. Will develop 2-3 options per building - each option will have budget, energy savings, operational and maintenance savings, estimated rebate, simple payback, and net present value analysis. Will assist to provide scopes of work and area plans and move to fully engineered & seal permit and construction drawings. Spec book would be included in this additional work to ensure that all bidding contractors are installing the same project and standard.	7 Step process: Site Review, Energy Audit, ROI Analysis, Rebate Optimization, Project Management, Installation. Providing Turnkey Solution. Subject to client approval, but would have initial meeting to determine timeline and schedule. Determine order of buildings for minimal disruption. In-person walkthroughs at each property. Each building will have spreadsheet detailing fixture quantities, hours of operation, current wattage, total estimate kWh consumed. New proposed fixtures/lamps, new wattage, new hours of operation, new kWh estimate. Formulas will calculate estimate rebate, kWh saved, \$ savings, and estimate ROI. Additionally, a summary will be created for each building providing high and low level details, pictures, anomalies, and need-to-know information for County and proposed bidders.	First, download and review building drawings and obtain other relevant information. Discuss with County, including walkthrough schedule and access. Host kickoff meeting with stakeholders. Second, onsite lighting audit at each building. Prepare summary of findings. Conduct department input meetings with staff to gain better understanding. Third, perform initial analysis and organize documentation. Meet with County administration to describe work to date, preliminary findings, and approach. Present lighting analysis and bid documents.
Staffing	Resumes in response, provided team member list	Attached resumes for Alan Nicholson & Ben Riedel	Provided proposed project manager Tony Kuhtz along with technical team staff. Included resumes.
Professional Fees	\$38,500 for Phase 1 (\$85/hr), \$23,500 for Phase 2 (\$105/hr)	Not to exceed \$51,500 plus tax	Not to exceed \$169,206 for all buildings
Reimbursable	\$2,500 (cost + 5%)	Not exceed \$500	\$1,125
Alternate of Project Construction Oversight	Has experience on large, multi-location project execution. Has included cost of managing project from bidding, contractor selection, project progress meetings, site visits, punch list, final close out documentation.	not provided	Fishbeck Management of bid process not included in scope of work. Will answer reasonable bid request for information. Will review construction bids received by County and provide recommendation for award. Submittal review. Construction meeting participation. Answer construction RFIs. Project visitation. Final coordination of rebates.
Alternate Fees	TBD if needed (4.5% total cost)	not provided	not to exceed \$66,300 and \$850 reimbursable
Other Information		Consulted on Ottawa's LED Road sign at James Street	
Evaluation Comments			

**RFP 21-04 LED Lighting Consultant - Proposal Summaries**

Received by: Sandra Coles, 12/4/20

RFP 21-04 Proposal Summaries			
Company	Matrix Consulting Engineers, Inc.	RealTerm Energy	Spicer Group, Inc.
Date/Time Received	12/4/2020 at 7:35 AM ET	12/4/2020 at 10:13 AM ET	12/4/2020 at 1:50 PM ET
Required Documents	Yes	Yes	Yes
Office Location	Lansing, Michigan	Annapolis, Maryland	Saginaw, Michigan
History / Background	Design Team has been together for than 15 years. Same staff members participate in all discussions throughout project. Logical, straight-forward approach. Currently 20 employees.	RealTerm Energy is division of Real term, founded in 1991. 7 years of experience in LED Street lighting business. Managed over 300 projects for municipalities in North America. 30 full-time back office and field staff dedicated to designing and executing high-quality and cost-effective LED streetlight conversions. Recognized by World Bank Group.	Been providing architecture, engineering, surveying, planning solutions in state for 76 years. 200+ employees. Multiple offices across the state.
Experience / Qualifications	Multiple projects of this type of experience. Example was Lansing Community College - performed electrical analysis of all facilities owned or leased, consisting of more than 30 buildings in three cities. Included survey, evaluation, recommendation, and cost estimate.	Provided list of projects. Project Example - City of Lapeer. Upgraded city decorative streetlights. Conducted GIS inventory of lights and developed photometric design plans. Installation completed in August.	Experts in identifying cost-reducing options for lighting, heating, and cooling. Help clients optimize energy use. Provides designs that are customized to the client's specific needs. Provided multiple municipality project examples.
References	Lansing Community College, Michigan Department of Corrections	City of Lapeer (MI), City of South Portland (ME), City of Auburn (MA)	Owosso Schools, Saginaw Housing Commission
Work plan	Phase 300: Kick off project and introduce team. Complete survey of buildings, review existing documentation, provide 30% schematic and cost estimate. Once schematic design complete, meeting to go over documentation to make changes for the 50% development design construction set. Then will move to construction drawings. Phase 500: include construction drawings and specifications. Meeting with team included in phase and comments can be provided before submitting for review. Construction budget and schedule is to be determined. Phase 600: Construction administration, shop drawings, punch lists, as-built drawings.	Project Planning and Input meetings (kickoff, project schedule, input from stakeholders, understand electrical). Audit / Inventory Survey (deliverable of summary of findings). Evaluation and Design. Cost Analysis - deliverable of proposal report inclusive 1 to 4 items. Procurement if required. Installation if required (observation services during construction, review product data and material, pre-construction meetings, post-construction inspection).	One, receiving existing lighting plans and perform facility lighting audit. Two, develop proposed lighting changes. Three, perform site visits. Four, develop energy rebates. Five, develop and report project payback. Six, compile study and report. Seven, develop scope of work with County. Eight, perform construction administration for scope.
Staffing	Joseph Sovis, David Collins, Brett Thelen.	Provided resumes, Francisco Reinoso, Ali Faghih, Yousef Eshaq, Alexis Asselin Lauzon,	Provided resumes, Darrick Huff, Jacob Jebb, Lawrence McPeek
Professional Fees	Phase 300: \$15,000, Phase 500: \$45,000, Phase 600: \$15,000	not to exceed \$45,925	\$44,550
Reimbursable	\$2,500	\$1,500	\$0 - included in hourly rates
Alternate of Project Construction Oversight	Appears Phase 600	Option 1: Supervision of LED upgrade as specified in RFP. Option 2: includes professional services for photometric design for LED replacement solution. Up to four (4) photometric designs per building.	Part 8 of work plan
Alternate Fees	Appears Phase 600	Option 1 - \$17,375. Option 2 - \$15,200.	Did not provide \$ amount
Other Information		Partnership with sister company BrainBox AI where offer clients opportunity to optimize existing HVAC control systems in their buildings by using Artificial Intelligence technology.	
Evaluation Comments			



## Ottawa County

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### OTTAWA COUNTY CONTRACT FOR LED LIGHTING CONSULTANT

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Matrix Consulting Engineers, Inc. (hereinafter, "Contractor"), with a principal place of business at 1601 E. Cesar Chavez Avenue, Lansing, MI 48906.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A: RFP 21-04. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B: Proposal. Payment to the Contractor for services will be under the County's terms of Net 30.
3. **Contract Documents:** The following documents are the entire agreement between the Contractor and the County. The agreement includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:
  - a) This Contract (including attached exhibits)
  - b) All Provisions required by law to be inserted in this contract whether actually inserted or not.
4. **Performance**
  - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
  - b) Failure to complete services as required shall constitute breach of this Contract.
  - c) Contractor shall have fourteen (14) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor, and the County shall be entitled to all remedies available to it at law or in equity.
5. **Terms of Contract:** The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover a period from project kick-off to project completion of stated objectives, Exhibit A. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
7. Employees: The Contractor and all Contractor's employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
  - a) This Contract is governed by the laws of the State of Michigan.
  - b) The Contractor shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Contract and the work to be done herewith.
  - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibit A.
12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (3) years thereafter.

14. **Dispute:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any agreement or modification of this Agreement shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Agreement, Contractor and County agree to act immediately to resolve any such disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor shall make no claim against County for such costs.

If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, the Contractor and County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

Pending resolution of such dispute or difference and without prejudice to their rights, the Parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

15. **Jurisdiction and Venue:** The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
16. **Indemnity and Insurance.** Contractor holds harmless Ottawa County, including its elected officials, officers, employees and volunteers from any claims, judgment, losses, damages, payments, costs arising out of or resulting from the Contractor's performance or failure to perform the work described herein. Contractor shall provide proof of the following coverages: workers' compensation, employer's liability, comprehensive general liability and, if applicable, automobile and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single lawyers or by combinations of primary and excess/umbrella policy layers. These coverages shall protect the

Contractor, and County and their employees, agents, representatives, invitees and subcontractors against claims arising out of the work performed or products provided. The County and its elected officials, officers, employees, agents and volunteers are to be additional insureds and a thirty notice is required to the County in the event of coverage termination. If specific insurance is required, such insurance shall be set forth in the attached Exhibit A.

17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including , but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers' compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
19. Governmental Indemnity: The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
20. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
22. Notices:
  - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor:           Attn: Joseph Sovis, Vice President  
Matrix Consulting Engineers, Inc.  
1601 E. Cesar E. Chavez Avenue  
Lansing, MI 48906  
Email: jsovis@matrixceinc.com

If to Ottawa County:           Attn: John Shay  
Deputy County Administrator

Ottawa County  
12220 Fillmore St.  
West Olive, MI 49460  
Email: jshay@miottawa.org

23. **Partial Invalidity:** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
24. **Attorney Review:** The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
25. **No Third-Party Benefit:** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
26. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds
27. **Miscellaneous:**
  - a) **Force Majeure:** Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
  - b) **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.
  - c) **Modification:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by either party or its authorized representative.
  - d) **Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, Ottawa County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.
28. **Warranty:** Contractor warrants that it is fully qualified to provide the goods and/or services and that they will be of good workmanship, standard quality in the profession or industry, functional, free of defects, and if the intended use thereof is known, they are suitable for that use.



In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Roger A. Bergman, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck,  
County Clerk/Register

\_\_\_\_\_  
Date

**CONTRACTOR: MATRIX CONSULTING ENGINEERS, INC.**

By: Joseph F. Sovis  
Name: Joseph F. Sovis  
Title: Vice President

1/20/21  
Date

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 01/26/2021

**Requesting Department:** Facilities Maintenance

**Submitted By:** John Shay

**Agenda Item:** Holland District Courthouse Locker Room Project

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the low bid from T2 Construction to construct men's and women's locker rooms at the Holland District Courthouse.

## Summary of Request:

Currently, the Holland District Courthouse has a fitness center, but it does not have any shower facilities. The County received seven bids to transform a portion of an existing storage area north of the existing lower level fitness center into locker rooms, showers and toileting facilities. There will be separate facilities for men and women. T2 Construction submitted the lowest bid in the amount of \$180,676. By making further revisions to the design plans, T2 was able to further reduce its low bid to \$167,739.

## Financial Information:

Total Cost: \$167,319.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

CIP

**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 3: Maintain and expand investments in the human resources and talent of the organization.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/19/2021

Finance and Administration Committee

**ITB 21-02 Holland Shower and Toilet Rooms**

Received by: Sandra Coles Date: 10/30/2020 at 2:00 PM

Bid Tabulation								
Company	D&K	JKB	* McGraw *	Owen Ames Kimball	Orion Construction	Rockford Construction	T2	
Date/Time Received	10/30/2020 at 2:00 PM ET	10/30/2020 at 1:50 PM ET	10/30/2020 at 1:50 PM ET	10/30/2020 at 1:01 PM ET	10/30/2020 at 1:24 PM ET	10/30/2020 at 1:18 PM ET	10/30/2020 at 1:45 PM ET	
Required Documents	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Attended Walkthrough	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Office Location	Grand Rapids, MI	Janison, MI	Grand Rapids, MI	Grand Rapids, MI	Grand Rapids, MI	Grand Rapids, MI	Holland, MI	
Background	Not provided	In business for 27 years. Have 30 employees with multiple years of experience. Company that self performs, demo, framing, drywall, acoustical ceilings, finish carpentry, flooring, general trades for all projects.	General contracting for 31 years. Currently 15 employees.	Origins all the way back to 1891. Employee-owned construction company. Expanded from Grand Rapids to Kalamazoo and even Fort Myers, FL.	25 employees. More than 100 years in combined experience. Projects in greater Grand Rapids worth more than \$100 million.	Established 1987. 295 team members. Licensed in 45 states. Projects more than \$4.8 billion across 800 cities in the country.	Established in 2008. Combined experience of 40 years. Consists of 8 employees.	
References	Kent County, Ottawa County, City of Grand Rapids	Grand Rapids Community College, Muskegon Community College, Grand Rapids Public Museum	Kent County, CWD, Granger Retail	Ottawa County, Kent County, Ottawa County Road Commission	Bridgewater 9th Floor, RAM office renovation, Gage Provisioning	West Shore Vet Clinic, My Community Dental Centers, Grand Rapids Community College	Smile Dental, Holland Hospital, MI ENT and Allergy	
Pricing	Labor	Not provided	\$56,256.00	\$80,157.00	\$62,895.50	\$165,890.00	\$65,929.00	\$83,753.00
	Materials	Not provided	\$121,141.00	\$93,564.00	\$104,532.00	\$111,357.00	\$103,150.00	\$90,392.00
	Bond	\$2,480.00	\$2,106.00	\$2,174.00	\$1,937.50	\$4,750.00	\$3,020.00	\$6,531.00
	Other	Not provided	\$12,565.00	Not provided	\$77,291.00	\$1,700.00	\$74,718.00	Not provided
	<b>Base Bid Total</b>	<b>\$204,292.00</b>	<b>\$192,068.00</b>	<b>\$181,125.00</b>	<b>\$246,657.00</b>	<b>\$283,697.00</b>	<b>\$246,817.00</b>	<b>\$180,676.00</b>
	Alternate 2	\$25,567.19	Not provided	\$20,755.00	\$26,200.00	\$42,650.00	\$32,587.00	\$26,196.00
<b>Base &amp; Alt Total</b>	<b>\$229,859.19</b>	<b>\$192,068.00</b>	<b>\$201,880.00</b>	<b>\$272,857.00</b>	<b>\$326,347.00</b>	<b>\$279,404.00</b>	<b>\$206,872.00</b>	
Comments								

\* Apparent Low Bid (base bid and alternate 2)



## Post-Bid Interview

Vendor: T2 Construction Management      Date/Time: November 12, 2020 at 1:30 PM ET  
Company Representative(s): Tim Anema (co-owner), Tom Vroon (co-owner), Cassie Kamphuis (project coordinator), Scott Bennink (project manager)  
County Representatives: Tom Camburn (Facilities), Dick DeWitt (Facilities), Ken Brandsen (Progressive AE), Amy Bodbyl-Mast (Fiscal), Sandra Coles (Fiscal)

### Review of Project Information:

Contractor Project Manager: Scott Bennink      Phone: 616-401-4688  
Contractor Project Coordinator: Cassie Kamphuis      Phone: 616-738-1600 / 283-1424

### Subcontractors: (Identify subs and scope of responsibility as relates to this project)

- Rough Lumber – Standale Lumber
- Framing Labor/Drywall/Acoustical Ceilings – Innovative Construction
- Finish Carpentry Labor – KE Carpentry
- Cabinets – B&W Woodwork
- Countertops/Benchtops – Lakeside Surfaces
- Roof Patch – Holland Ready Roofing
- Caulking – Irish Caulking and Restoration
- Interior Doors – AOA Architectural Openings & Access
- Painting – Eckhoff & Devries Painting
- Flooring – Precision Commercial Flooring
- Lockers – LG2 LLC
- Fire Protection System – Van Wall Fire Protection
- Plumbing – K&S Plumbing
- HVAC – Martech
- Electrical – Wolter's Electrical

### Ottawa County On-Site Project Guidelines: (Bidder to initial each acknowledgement below)

1. Observe County's restriction for tobacco use. TA
2. Contractor to clean site and maintain safe working environment. TA
3. Safety compliance with federal OSHA rules expected. TA
4. Contractor to be aware of staff and community members. TA
5. Restricted areas will be designated by the Project Manager. TA
6. Contractor employees and subcontractors will be subject to security check to ensure staff has no outstanding felony or domestic violence or other bar-able offence(s). TA
7. Contractor agrees to follow the security protocols and regulations for the facility. TA
8. Contractor understands work is not to commence until receipt of Purchase Order and Ottawa County's Project manager approves. TA

**Bidder Acknowledgement:**

1. Have you fully reviewed the scope of services as outlined? Y  N \_\_\_
2. Do you carry Worker's Comp and Liability Insurance? Y  N \_\_\_
3. Did you inspect the site on to review the current environment? Y  N \_\_\_
4. You read and understood the solicitation documents, including the Project Manual and drawings? Y  N \_\_\_
5. Company has a current Certificate of Insurance, and will provide to Ottawa County, prior to project start date? Y  N \_\_\_
6. Company will submit original signature Performance and Payment bonds as specified in the bid documents within 10 days of receipt of intent to award? Y  N \_\_\_
7. You acknowledge that you are responsible for complete renovation of the storage area of existing lower level workout facilities to include locker rooms, showers, and toileting at 85 W. 8th Street in Holland? Y  N \_\_\_
8. You acknowledge that you have the resources and capability to provide all labor, materials, and equipment for complete execution of work? Y  N \_\_\_
9. You understand and are able to coordinate all work to be performed with the County's Facilities Department, Progressive AE, and County employees who work in the Holland complex for the project and as scheduled? Y  N \_\_\_
10. You acknowledge you must provide access to and from site as required by law and by the County? Including all exits required by code open during the construction period and provide temporary exit signs if exit routes are temporarily altered? Y  N \_\_\_
11. You recognize it is your duty to prevent accidental disruption of utility services to other facilities? Y  N \_\_\_
12. You acknowledge that you are responsible for the protection of all County property during the course of work? Y  N \_\_\_
13. Is your company capable of identifying value engineering and are you willing to work with the County Project Manager and Progressive AE to value engineer? Y  N \_\_\_
14. You understand that at closeout, you will accompany County Project Manager on preliminary inspection to determine items to be listed for completion or correction and notify Architect when work is considered ready for substantial completion inspection? Y  N \_\_\_

**Pricing:**

Total Lump Sum for Base Bid: \$169,889.00

Do you confirm the amount listed above is correct? Y  N \_\_\_

*# 167,739. - (includes #1,500.- HVAC deduct  
# 650.- Ceiling Tile deduct  
# 6,531.- Bid Bond Add*

**Timeline:**

Project Start Date: 2-3 weeks upon receipt of Purchase Order

Project End Date: 3 months for completion

Comments:

**Contractor Assumptions / Comments:**

No assumption listed in bid.

T2 Construction proposes a ceiling tile alternate for value engineering options, pricing available upon request.

T2 Construction would like to address the original HVAC plan as believes original plan was more cost effective and would save significant dollars if considered to be used instead of new proposed plan.

The undersigned acknowledges that the information contained in these notes to be correct and will remain true through project completion. The undersigned understands that work is not to commence until receipt of Purchase Order and approval of Ottawa County's Project Manager. Furthermore, the undersigned acknowledges that any additional costs above the stated bid amount will not be paid unless approved by Ottawa County in writing through a change of Purchase Order.

  
\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date 1/14/21

Tim Anema - Co Owner - T2 Construction  
\_\_\_\_\_  
Authorized Representative's Printed Name, Title, and Company (Legal) Name Management LLC

**ADMINISTRATIVE RULE # 2020-26**  
**Authorization of COVID 19 quarantine payments**

**AUTHORITY FOR RULE:** On March 26, 2020, the Ottawa County Board of Commissioners conferred on the Ottawa County Administrator the authority to issue Administrative Rules governing Ottawa County operations in the face of the COVID 19 pandemic and the national declaration of emergency related thereto. That authority has been thrice extended. This authority flows from the declaration of emergency existing pursuant to MCL §30.410, and specifically MCL §30.410(1)(a) permits the County to develop emergency orders to address the operations of county government during the COVID 19 Pandemic

**PURPOSE OF RULE:** To allow Ottawa County funded personnel to use accrued sick time or to receive new sick time if they are in CDC mandated quarantine because they have the COVID 19 virus or were in close contact with a COVID 19 positive person.

**BACKGROUND:** Federal law compelled employers to provide sick time pay to employees quarantined because of the COVID 19 virus. That law expired on December 31, 2020. To encourage proper quarantining to control the spread of virus among County funded personnel, making sure there is sufficient sick time pay for proper quarantining is a public benefit.

**RULE:** Retroactive to January 1, 2020, and through the termination of the local emergency declaration and extensions thereof or until repealed earlier, Ottawa County funded employees may use their sick time pay if they are quarantined due to the virus or close contact to someone with the virus even if they are not symptomatic. They must use accrued sick time pay first and if they have consumed such sick time pay, such pay will be extended until the end of their quarantine under CDC guidelines.

Signed by Administrator: \_\_\_\_\_



Date: January 21, 2021

Board of Commissioners notification date: January 26, 2021

## **ADMINISTRATIVE RULE # 2020-27**

### **Authorization for additional positions or enhanced positions in the Public Health Department**

**AUTHORITY FOR RULE:** On March 26, 2020, the Ottawa County Board of Commissioners conferred on the Ottawa County Administrator the authority to issue Administrative Rules governing Ottawa County operations in the face of the COVID 19 pandemic and the national declaration of emergency related thereto. That authority has been thrice extended. This authority flows from the declaration of emergency existing pursuant to MCL §30.410, and specifically MCL §30.410(1)(a) permits the County to develop emergency orders to address the operations of county government during the COVID 19 Pandemic

**PURPOSE OF RULE:** COVID-19 has imposed an immense demand for extra-service from the Ottawa County Public Health Department ("OCPHD"). These demands necessitate the additional positions be added on an emergency basis during the COVID 19 pandemic.

**BACKGROUND:** Because of the need for mass immunization county wide, the ongoing contract tracking, COVID 19 tracking, and COVID mitigation efforts, as well as the continuing necessity of OCPHD's regular workload to be completed, extra manpower is needed in the OCPHD.

**RULE:** The following positions at the following rates of pay are authorized during the pandemic or until further order, whichever is later:

New:

Vaccination Logistics Specialist at \$25-\$30 an hour- 1 part-time non-benefitted position

Miscellaneous:

Increase hours for one Nutritionist position from a .5 FTE to a .6 FTE from now until May 2021 at an approximate cost of \$2200.

Continue the increase for one Health Educator position (re: AR 2020-19) from now until May 2021 at an approximate cost of \$8000.

Signed by Administrator: 

Date: January 22, 2021

Board of Commissioners notification date: January 26, 2021