



**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 **Thursday, September 30, 2021 at 1:30 PM** for the regular September 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 Dannenberg
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

1. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the Minutes of the [September 14, 2021](#) Board of Commissioners meeting.

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 August 30 to September 17, 2021](#)

Suggested Motion:

To approve the general claims in the amount of \$23,781,972.23 as presented by the summary report for August 30, 2021 to September 17, 2021.

B. Public Hearings: None

C. Action Items:

From Planning and Policy Committee

1. [Email Retention and Archiving Rule Policy](#)

Suggested Motion:

To approve the revised Email Retention and Archiving Rule Policy (first reading).

2. [HIPAA Compliance Policy](#)

Suggested Motion:

To approve the revised HIPAA Compliance Policy (first reading).

3. [Drone Purchase and Usage Policy](#)

Suggested Motion:

To approve the Drone Purchase and Usage Policy (first reading).

4. [Photography in County Buildings Policy](#)

Suggested Motion:

To approve the Photography in County Buildings Policy (first reading).

From Finance and Administration Committee

5. [FY 2021 Budget Adjustments](#)

Suggested Motion:

To approve the 2021 budget adjustments per the attached schedule.

6. [Resolution Regarding the Distribution of Convention Facility Tax Revenues to Counties](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution regarding the distribution of convention facility tax revenues to counties under Public Acts 106 and 107 of 1985.

7. [FY 2022 Budget Resolution](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution for the Fiscal Year 2022 General Appropriations Act.

8. [Communications Tower Lease Agreement](#)

*Suggested Motion:*

*To approve and authorize the Board Chairperson and Clerk/Register to sign the Lease Agreement with AT&T to install its wireless broadband equipment on the County's Fillmore Street/Stanton Street Communications Tower at a rate of \$2,100 per month for a minimum of five (5) years, with automatic renewal for at least an additional five (5) years.*

9. [Agricultural Processing Renaissance Zone](#)

*Suggested Motion:*

*To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution approving an Agricultural Processing Renaissance Zone for a 15-year term in Holland Charter Township.*

10. [Implementation of Cost of Services for Family Planning Program](#)

*Suggested Motion:*

*To approve the implementation of select fees on October 1, 2021 for the Family Planning services.*

D. *Appointments: None*

E. *Discussion Items: None*

9. *Report of the County Administrator*

10. *General Information, Comments, and Meetings Attended*

11. *Public Comments*

12. *Adjournment*

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

The Ottawa County Board of Commissioners met on Tuesday, September 14, 2021, at 1:30 p.m. and was called to order by the Chair.

Douglas Zylstra pronounced the invocation.

The Chief Deputy Clerk led in the Pledge of Allegiance to the Flag of the United States of America.

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

Absent: Francisco Garcia, Kyle Terpstra. (2)

Presentation of Petitions and Communications

- A. Outstanding Customer Service Award Recipients – Chairman Bergman presented Ken Schreur, Friend of the Court, and David Bosse, Facilities Maintenance, with the Outstanding Customer Service Awards.
- B. GCSI Update – A legislative update was presented by Bob DeVries, Governmental Consultant Services, Inc.
- C. FY 2022 Budget Presentation – A powerpoint presentation of the FY 2022 budget was presented by Karen Karasinski, Fiscal Services Director.

A statement was read by Chairman Roger Bergman.

Public Comments

Public comments were made by the following:

- 1. Linda Ford
- 2. Mick Bricker
- 3. Kristin Timmer
- 4. Lynne
- 5. Joe Moss

B/C 21-209

Philip Kuyers moved to approve the agenda of today as presented. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall

Meppelink, Douglas Zylstra, Matthew Fenske, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Roger Bergman. (9)

B/C 21-210 Matthew Fenske moved to approve the following Consent Resolutions:

1. To approve the Minutes of the August 24, 2021 Board of Commissioners meeting.
2. To approve the general claims in the amount of \$5,244,757.48 as presented by the summary report for August 16 – August 27, 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 a report from the Rules Committee on the draft of the proposed 2022 Board Rules.

The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Philip Kuyers, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Roger Bergman. (9)

B/C 21-211 James Holtvluwer moved to open the Public Hearing at 2:07 p.m. to receive comments on the FY 2022 Ottawa County Budget. The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Matthew Fenske, Joseph Baumann, Philip Kuyers, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Roger Bergman. (9)

B/C 21-212 Joseph Baumann moved to close the Public Hearing at 2:08 p.m. on the FY 2022 Ottawa County Budget. The motion passed as shown by the following votes: Yeas: Joseph Baumann, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Roger Bergman. (9)

B/C 21-213 Philip Kuyers moved to open the Public Hearing at 2:08 p.m. to receive comments on the closeout of the CARES Community Development Block Grant. The motion passed as shown by the following votes: Yeas: James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Matthew Fenske, Allen Dannenberg, Roger Bergman. (9)

Karen Karasinski, Fiscal Services Director, explained the closeout of the CARES Community Development Block Grant.

B/C 21-214 Philip Kuyers moved to close the Public Hearing at 2:11 p.m. on the closeout of the CARES Community Development Block Grant. The motion passed as shown by the

following votes: Yeas: Philip Kuyers, James Holtvluwer, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske, Roger Bergman. (9)

B/C 21-215 Douglas Zylstra moved to place into nomination the name of (\*indicates recommendation from the Interview Subcommittee):

\*Terry Goldberg

and to select one (1) to fill one (1) Family Member vacancy on the Community Mental Health Board beginning immediately and ending March 31, 2024.

The motion passed as shown by the following votes: Yeas: Matthew Fenske, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Roger Bergman. (9)

B/C 21-216 Douglas Zylstra moved to place into nomination the name of (\*indicates recommendation from the Interview Subcommittee):

\*Ron Frantz

and to select one (1) to fill one (1) Member vacancy on the Building Authority beginning immediately and ending December 31, 2021.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Randall Meppelink, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Roger Bergman. (9)

The County Administrator's report was presented.

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

#### Public Comments

Public comments were made by the following:

1. Donna Rotman
2. Sylvia Rhodea
3. Carole VanderZwaag
4. Joel Studebaker
5. Dawn Brumels
6. Ryan Kelley
7. Justine Bouwcamp

8. Margaret Rosloniec
9. Ryan Wysecki
10. Donna Mooney
11. Paul Kik, Jr.
12. Betrina Stitt
13. Liz Raney
14. Sara Westhuis
15. Chris Butkus
16. Lindsey Oonk
17. Lisa Bomers
18. Harvey Nikkel
19. Audrey Byker
20. Lanae Monera
21. Mitch Disselkoen
22. Krista Yetzke
23. Angie Yetzke
24. Witney Scudy
25. Emily Underhill
26. Phillip Merrill
27. Kristi Lacy
28. Kris Smith
29. Brenda
30. Shelby Visser
31. Barbara Vandyke
32. Tich Elar
33. Alicia Hermann
34. Sandy Betten
35. Marcelyn Byl
36. Barth Schutter
37. Steve Fisher
38. Justine Robinson
39. Sally Cronkright
40. Matt Hetrick
41. Lori Deyounge
42. Laura Holstege
43. Gin Greenlee

Zoom public comments were made by the following:

44. Meegan Zickus
45. Sarah VanderWall
46. Cathy Seaver

- 47. Karen DeVries
- 48. Garry Boyd
- 49. Becki Deaters
- 50. Casey Koopman
- 51. David Rhodea

Break: 3:29 p.m. – 3:36 p.m.

- 52. Marlyn Madison
- 53. Cathleen Lucas
- 54. Ronalyn
- 55. Elizabeth Rudd
- 56. Tonya Harris
- 57. David Barnosky

B/C 21-217 James Holtvluwer moved to adjourn at 3:42 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:** 09/30/2021

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** Accounts Payable for August 30 to September 17, 2021

## Suggested Motion:

To approve the general claims in the amount of \$23,781,972.23 as presented by the summary report for August 30, 2021 to September 17, 2021.

## Summary of Request:

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

## Financial Information:

Total Cost: \$23,781,972.23	General Fund Cost: \$23,781,972.23	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: *John Smith*

Committee/Governing/Advisory Board Approval Date:

**Total CHECKS | EFTs | WIRES**

 <p>Ottawa County Where You Belong</p>	Dates: August 30, 2021 to September 17, 2021
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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:

**\$23,781,972.23**

**1,784 INVOICES 23,781,972.23**

Users, Karen Karasinski  
Karasinski

Digitally signed by Users,  
Karen Karasinski  
Date: 2021.09.20  
11:44:31 -04'00'

Karen Karasinski  
Fiscal Services Director

Date

We hereby certify that the Board of Commissioners has approved the claims on Thursday, September 30, 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: August 30, 2021  to September 17, 2021  <b>Total of all funds: \$23,781,972.23</b>	
0000	TREASURY FUND	5,348.15
1010	GENERAL FUND	730,595.11
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	68,616.87
2160	FRIEND OF COURT	8,474.12
2180	OTHER GOVERNMENTAL GRANTS	59,507.72
2210	HEALTH	117,796.79
2220	MENTAL HEALTH	2,073,937.97
2221	MENTAL HEALTH MILLAGE	75,153.92
2225	SUBSTANCE USE DISORDER	143,258.40
2271	SOLID WASTE CLEAN-UP	0.00
2272	LANDFILL TIPPING FEES	4,750.12
2340	FARMLAND PRESERVATION	47.96
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	3,501.74
2600	PUBLIC DEFENDERS OFFICE	38,671.11
2620	FEDERAL FOREITURE	0.00
2602	WEMET	24,738.86
2630	SHERIFF GRANTS & CONTRACTS	80,227.90
2631	CONCEALED PISTOL LICENSING	66.00
2901	DEPT OF HUMAN SERVICES	2,911.67
2920	CHILD CARE - PROBATE	82,219.33
2970	DB/DC CONVERSION	0.00

## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong.

Dates: August 30, 2021

to September 17, 2021

**Total of all funds: \$23,781,972.23**

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	61,573.28
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	1,323.00
5160	DELINQUENT TAXES	544.17
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	33,935.04
6450	DUPLICATING	0.00
6550	TELECOMMUNICATIONS	32,754.28
6641	EQUIPMENT POOL	45,254.00
6770	PROTECTED SELF-FUNDED INSURANCE	2,100.33
6771	EMPLOYEE BENEFITS	996,099.90
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00
6775	LONG-TERM DISABILITY INSURANCE	9,544.09
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	1,005,581.43
7010	TRUST & AGENCY	17,639,837.79
7015	TRUST & AGENCY JUVENILE COURT	751.35
7040	IMPREST PAYROLL	191,463.74
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	43,221.14
8010	SPECIAL ASSESS. DRAINS	184,027.13
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	9,610.28
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	4,527.54

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 09/30/2021

**Requesting Department:** Administration

**Submitted By:** Regina MacMillan

**Agenda Item:** Email Retention and Archiving Rule Policy

**Suggested Motion:**

To approve the revised Email Retention and Archiving Rule Policy (first reading).

**Summary of Request:**

County policies require periodic review and updates. This request is to review the Email Retention and Archiving Rule Policy for a first and second reading before final approval.

**Financial Information:**

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

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

**Action is Related to Strategic Plan:**

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 09/21/2021

Planning and Policy Committee



# Ottawa County

Innovation and Technology Policy

## Email Retention and Archiving

### I. Purpose of Rule:

In order for government to function administratively, undergo periodic audits, provide for its legal requirements and document its heritage, it must manage its records properly. Therefore, the County of Ottawa requires its employees to retain and destroy e-mail messages that are sent and received in the course of conducting official business in accordance with an approved records Retention and Disposal Schedule.

### II. Background:

M.C.L.	15.231-15.232	(Freedom of Information Act)
M.C.L.	18.1284-1292	(Management and Budget Act, Records Management)
M.C.L.	399.1-10	(Historical Commission Act)
M.C.L.	750.491	(Penal Code, Public Records)

### III. Rule:

- A. A complete e-mail message not only includes the contents of the communication, but also the transactional information (dates and times that messages were sent, received, opened, deleted, etc.; as well as aliases and names of members of groups) and any attachments.
- B. All e-mail that is created, received or stored by the County e-mail system is considered public property. It is not the property of employees, customers or vendors.
- C. E-mail records are used to support a variety of business processes. E-mail messages must be evaluated for their content and purpose to determine the length of time the message must be retained in accordance with the appropriate Retention and Disposal Schedule.
- D. Records, including e-mail, cannot be destroyed if they have been requested under the Freedom of Information Act (FOIA), or if they are part of on-going litigation, even if their retention period has expired. Therefore, upon notification of a FOIA request or litigation involving e-mail, e-mail files pertaining to that request or litigation will be locked from deletion until the FOIA request is satisfied or litigation is complete. Upon receipt of a FOIA request, County Corporate Counsel will notify the IT department to prevent destruction of relevant messages.
- E. Each employee is responsible for complying with retention rules for their e-mail.
  - 1. For e-mail sent and received within the County, the person sending an e-mail is considered the person of "Record" and retention is the responsibility of the sender.

2. For e-mail sent to the County from an outside agency, the County employee receiving the e-mail becomes the person of "Record" and will be the keeper of record.
3. E-mail sent or received may not be modified by the sender or receiver.
4. Each employee is responsible for managing e-mail messages in the same way as any other record as follows. [JS1]
  - a. Organize e-mail messages so they can be located and used by using a folder structure that will facilitate search and recovery of documents.
  - b. Using an approved Retention and Disposal Schedule to identify how long e-mail messages must be kept.
  - c. Keeping e-mail messages for their entire retention period, and for deleting e-mail messages in accordance with an approved Retention and Disposal Schedule.

F. Departments will ensure that all employees complete records retention training.

~~G.~~ The Innovation and Technology Department will maintain e-mail retention for all e-mails sent or received for 2-years. provide the following.

- ~~1. Advice and training on methods to organize e-mail.~~
- ~~2. Centralized archiving for e-mail older than 90 days without attachments.~~
- ~~3. On-line Archive retention for up to two years.~~
- ~~4. Off-line storage for e-mail older than two years.~~
- ~~5. Destruction of e-mail saved to tape after seven years.~~
- ~~6. Restoration of Off-line archive e-mail.~~

~~H.G.~~ Terminology

- ~~1. Archive — e-mail saved to off-line storage but is still directly accessible through the E-mail program.~~
- 2.1. FOIA – Freedom of Information Act.
- 3.2. eDiscovery – Review and identification of electronic records resulting from legal action.

IV. Date Approved:

~~Administrator Internal Policy Review Committee~~ approval date: ~~May 17, 2018~~ August 5, 2021

Planning and Policy Committee Review Date: June 14, 2018

Board of Commissioners notification date: July 27, 2018

I. Review Period:

The Internal Policy Review Team will review this Rule at least once every two years, and will make recommendations for changes to the County Administrator.



# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 09/30/2021

**Requesting Department:** Administration

**Submitted By:** Regina MacMillan

**Agenda Item:** HIPAA Compliance Policy

**Suggested Motion:**

To approve the revised HIPAA Compliance Policy (first reading).

**Summary of Request:**

County policies require periodic review and updates. This request is to review the updated HIPAA Compliance Policy for a first and second reading before final approval.

**Financial Information:**

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

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

**Action is Related to Strategic Plan:**

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 09/21/2021

Planning and Policy Committee



# County of Ottawa

## HIPAA COMPLIANCE POLICY

### I. POLICY

By federal law, Ottawa County is required to protect the privacy of private health information (“PHI”). It is the policy of Ottawa County to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the standards, implementation specifications, and other requirements of the HIPAA security and privacy regulations at 45 CFR Part 160 and Part 164. These are commonly known as the “HIPAA Privacy Rule” and articulate protections to private health information (“PHI”), as well as, after January 25, 2013, the security of electronic private health information (“ePHI”), which have become known as the “HIPAA Security Rule” or “HITECH.”

### II. STATUTORY REFERENCES

The Health Insurance Portability and Accountability Act of 1996, and the Federal Regulations found at 45 CFR Part 160 and Part 164.

### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted April 14, 2003

Board of Commissioners Resolution Number and Policy Adoption Date: December 27, 2011 B/C 11-296

Board of Commissioner Review Date and Resolution Number: December 13, 2011 B/C 11-283

Name and Date of Last Committee Review: Planning & Policy Committee Meeting: December 8, 2011

Last Review by Internal Policy Review Team: August 5, 2021~~November 30, 2014~~

Revised to Comply with HIPAA Final Rule through September 23, 2013.~~August 5, 2021~~



# County of Ottawa

## IV. PROCEDURE

- A. The revised “County of Ottawa Notice of Privacy Practices” is adopted and shall be implemented in the form attached as Exhibit “A.”
- B. The revised “County of Ottawa Policies for the Protection of Health Information” is adopted and shall be implemented in the form attached as Exhibit “B.”
- C. The revised “County of Ottawa Electronic Health Information Security Protocols” [“the HITECH Policies”] are adopted and shall be implemented in the form attached as Exhibit “C.”

## V. REVIEW PERIOD

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

EXHIBIT "A"

COUNTY OF OTTAWA

NOTICE OF PRIVACY PRACTICES

Effective: April 14, 2003

Amended: August 12, 2005

Amended: November 30, 2011

Revised to Comply with HIPAA Final Rule through September 23, 2013

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION OR MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice will tell you how we may use and disclose protected health information or mental health information about you. Protected health information means any health information or mental health information about you that identifies you or for which there is a reasonable basis to believe the information can be used to identify you. In this notice, we call all of that protected health information "medical information."

This notice also will tell you about your rights and our duties with respect to medical information or mental health information about you. In addition, it will tell you how to complain to us if you believe we have violated your privacy rights.

Versions of this Notice may also be made available in simplified, easy-to-understand formats, and will be made available to you at your request.

**How We May Use and Disclose Medical Information About You**

We use and disclose medical information and mental health information about you for a number of different purposes. Each of those purposes is described below.

**§ For Treatment**

We may use medical information or mental health information about you to provide, coordinate or manage your health care, mental health care, and related services by both us and other health care providers. We may disclose medical information or mental health information about you to doctors, nurses, hospitals and other health facilities who become involved in your care. We may consult with other health care providers concerning you and as part of the consultation share your medical information or mental health information with them. Similarly, we may refer you to another health care provider and as part of the referral share medical information or mental health information about you with that provider. For example, we may conclude you need to receive services from a physician or psychologist with a particular specialty. When we refer you to that person, we also will contact that person's office and provide medical information or mental health information about you to them so they have information they need to provide services for you.

**§ For Payment**

We may use and disclose medical information or mental health information about you so we can be paid for the services we provide to you. This can include billing you, your insurance company, or a third party payor. For example, we may need to give your insurance company information about the health care services or mental health care services we provide to you so your insurance company will pay us for those services or reimburse you for amounts you have paid. We also may need to provide your insurance company or a government program, such as Medicare or Medicaid, with information about your medical condition or mental health condition and the care you need to receive to determine if you are covered by that insurance or program.

§ **For Health Care/ Mental Health Care Operations**

We may use and disclose medical information or mental health information about you for our own health care operations. These are necessary for us to operate Ottawa County, the Ottawa County Health Department, and the Ottawa County Community Mental Health Agency, and to maintain quality health care for our patients and clients. For example, we may use medical information about you to review the services we provide and the performance of our employees in caring for you. We may disclose medical information or mental health information about you to train our staff and students working here. We also may use the information to study ways to more efficiently manage our organization.

§ **How We Will Contact You**

Unless you tell us otherwise in writing, we may contact you by either telephone or by mail at either your home or your office. At either location, we may leave messages for you on the answering machine or voice mail. If you want to request that we communicate to you in a certain way (including email communications) or at a certain location, see “Right to Receive Confidential Communications” on page 8 of this Notice.

§ **Appointment Reminders**

We may use and disclose medical information or mental health information about you to contact you to remind you of an appointment you have with us.

§ **Treatment Alternatives**

We may use and disclose medical information or mental health information about you to contact you about treatment alternatives that may be of interest to you.

§ **Health Related Benefits and Services**

We may use and disclose medical information or mental health information about you to contact you about health-related benefits and services that may be of interest to you.

§ **Individuals Involved in Your Care**

We may disclose to a family member, other relative, a close personal friend, or any other person identified by you, medical information or mental health information about you that is directly relevant to that person’s involvement with your treatment or care or payment

related to your treatment or care. We also may use or disclose medical information about you to notify, or assist in notifying, those persons of your location, general condition, or death. If there is a family member, other relative, or close personal friend that you do not want us to disclose medical information about you to, please notify one of the persons listed on Exhibit 1, or tell our staff member who is providing care to you.

### Marketing/Sale

Ottawa County generally does not disclose protected health information for marketing or fundraising purposes. Any exception to this rule must be expressly authorized and must be fully compliant with the disclosure and consent requirements of the HIPAA Final Rule. Ottawa County does not sell Protected Health Information (PHI).

### § **Disaster Relief**

We may use or disclose medical information or mental health information about you to a public or private entity authorized by law or by its charter to assist in disaster relief efforts. This will be done to coordinate with those entities in notifying a family member, other relative, close personal friend, or other person identified by you of your location, general condition or death.

### § **Required by Law**

We may use or disclose medical information or mental health information about you when we are required to do so by law.

### § **Public Health / Mental Health Activities/Reports of Child Abuse or Neglect**

We may disclose medical information or mental health information about you for public health and mental health activities and purposes. This includes reporting medical information or mental health information to a public health authority that is authorized by law to collect or receive the information for purposes of preventing, treating, or controlling disease or mental illness. Or, to one that is authorized to receive reports of child abuse and neglect.

### § **Victims of Abuse, Neglect or Domestic Violence**

We may disclose medical information or mental health information about you to a government authority authorized by law to receive reports of abuse, neglect, or domestic violence, if we believe you are a victim of abuse, neglect, or domestic violence. This will occur to the extent the disclosure is: (a) required by law; or, (b) agreed to by you; or, (c) authorized by law and we believe the disclosure is necessary to prevent serious harm to you or to other potential victims, or, (d) if you are incapacitated and certain other conditions are met, and a law enforcement or other public official represents that immediate law enforcement activity depends on the disclosure. Any such disclosure will be consistent with the terms of Michigan law.

### § **Health / Mental Health Oversight Activities**

We may disclose medical information or mental health information about you to a health oversight agency for activities authorized by law, including audits, investigations,

inspections, licensure or disciplinary actions. These and similar types of activities are necessary for appropriate oversight of the health care system, government benefit programs, and entities subject to various government regulations.

§ **Judicial and Administrative Proceedings**

We may disclose medical information or mental health information about you in the course of any judicial or administrative proceeding in response to an order of the court or administrative tribunal. We also may disclose medical information or mental health information about you in response to a subpoena, discovery request, or other legal process but only if efforts have been made to tell you about the request or to obtain an order protecting the information to be disclosed. Any such disclosure will be consistent with the terms of Michigan law.

§ **Disclosures for Law Enforcement Purposes**

We may disclose medical information or mental health information about you to law enforcement officials for law enforcement purposes:

- a. As required by law.
- b. In response to a court, grand jury or administrative order, warrant or subpoena.
- c. To identify or locate a suspect, fugitive, material witness or missing person.
- d. About an actual or suspected victim of a crime and that person agrees to the disclosure. If we are unable to obtain that person's agreement, in limited circumstances, the information may still be disclosed, as may be required or permitted by Michigan law.
- e. To alert law enforcement officials to a death if we suspect the death may have resulted from criminal conduct.
- f. About crimes that occur at our facility.
- g. To report a crime in emergency circumstances.

§ **Coroners and Medical Examiners**

We may disclose medical information or mental health information about you to a coroner or medical examiner for purposes such as identifying a deceased person and determining cause of death.

§ **Funeral Directors**

We may disclose medical information or mental health information about you to funeral directors as necessary for them to carry out their duties.

§ **Organ, Eye or Tissue Donation**

To facilitate organ, eye or tissue donation and transplantation, we may disclose medical

information about you to organ procurement organizations or other entities engaged in the procurement, banking or transplantation of organs, eyes or tissue.

#### § **Research**

Under certain circumstances, we may use or disclose medical information or mental health information about you for research. Before we disclose medical information or mental health information for research, the research will have been approved through an approval process that evaluates the needs of the research project with your needs for privacy of your medical information or mental health information. We may, however, disclose medical information or mental health information about you to a person who is preparing to conduct research to permit them to prepare for the project, but no medical information or mental health information will leave the facilities of Ottawa County during that person's review of the information. Any use for research purposes will comply with the requirements of the HIPAA Final Rule.

#### § **To Avert Serious Threat to Health or Safety**

We may use or disclose protected health information or mental health information about you if we believe the use or disclosure is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public. We also may release information about you if we believe the disclosure is necessary for law enforcement authorities to identify or apprehend an individual who admitted participation in a violent crime or who is an escapee from a correctional institution or from lawful custody.

#### § **Military**

If you are a member of the Armed Forces, we may use and disclose medical information or mental health information about you for activities deemed necessary by the appropriate military command authorities to assure the proper execution of the military mission. We may also release information about foreign military personnel to the appropriate foreign military authority for the same purposes.

#### § **National Security and Intelligence**

We may disclose medical information or mental health information about you to authorized federal officials for the conduct of intelligence, counter-intelligence, and other national security activities authorized by law.

#### § **Protective Services for the President**

We may disclose medical information or mental health information about you to authorized federal officials so they can provide protection to the President of the United States, certain other federal officials, or foreign heads of state.

#### § **Inmates; Persons in Custody**

We may disclose medical information or mental health information about you to a correctional institution or law enforcement official having custody of you. The disclosure will be made: (a) to provide health care to you; (b) for the health and safety of others; or, (c) for the safety, security and good order of the correctional institution.



## § **Workers' Compensation**

We may disclose medical information or mental health information about you to the extent necessary to comply with workers' compensation and similar laws that provide benefits for work-related injuries or illness.

## § **Other Uses and Disclosures**

Other uses and disclosures will be made only with your written authorization. You may revoke such an authorization at any time by notifying one of the persons listed on Exhibit 1, in writing of your desire to revoke it. However, if you revoke such an authorization, it will not have any ~~effect~~effect on actions taken by us in reliance on it.

### **Your Rights With Respect to Medical Information About You**

You have the following rights with respect to medical information or mental health information that we maintain about you.

## § **Right to Request Restrictions**

You have the right to request that we restrict the uses or disclosures of medical information about you to carry out treatment, payment, or health care operations. You also have the right to request that we restrict the uses or disclosures we make to: (a) a family member, other relative, a close personal friend or any other person identified by you; or, (b) for to public or private entities for disaster relief efforts. For example, you could ask that we not disclose medical information or mental health information about you to your brother or sister; (c) you may request that we not provide information to health plans about "out-of-pocket" medical expenses paid by you.-

To request a restriction, you may do so at the time you complete your consent form or at any time after that time. If you request a restriction after that time, you should do so in writing to one of the persons listed on Exhibit 1 and tell us: (a) what information you want to limit; (b) whether you want to limit use or disclosure or both; and, (c) to whom you want the limits to apply (for example, disclosures to your spouse).

*We are not required to agree to any requested restriction, except as required by law.* However, if we do agree, we will follow that restriction unless the information is needed to provide emergency treatment. Even if we agree to a restriction, either you or we can later terminate the restriction.

## § **Right to Receive Confidential Communications**

You have the right to request that we communicate medical information about you to you in a certain way or at a certain location. For example, you can ask that we only contact you by mail or at work. We will not require you to tell us why you are asking for the confidential communication.

You may ask us to contact you by email, using an email address supplied by you. If you

want to request confidential communication, you must do so in writing to one of the persons listed on Exhibit 1. Your request must state how or where you can be contacted.

We will accommodate your request. However, we may, when appropriate, require information from you concerning how payment will be handled.

## § **Right to Inspect and Copy**

With a few very limited exceptions, ~~such as psychotherapy notes~~, you have the right to inspect and obtain a copy of medical information about you, including electronic records, if they exist and are readily producible.

To inspect or copy medical information about you, you must submit your request in writing to one of the persons listed on Exhibit 1. Your request should state specifically what medical information or mental health information you want to inspect or copy. If you request a copy of the information, we will charge a fee for the costs of copying and, if you ask that it be mailed to you, the cost of mailing. All charges will be made pursuant to the “Freedom of Information Act” Policy of Ottawa County.

We will act on your request within thirty (30) calendar days after we receive your request. If we grant your request, in whole or in part, we will inform you of our acceptance of your request and provide access and copying.

We may deny your request to inspect and copy medical information if the medical information or mental health information involved is:

- a. Psychotherapy notes (generally not gathered in Ottawa County);
- b. Information compiled in anticipation of, or use in, a civil, criminal or administrative action or proceeding;

If we deny your request, we will inform you of the basis for the denial, how you may have our denial reviewed, and how you may complain. If you request a review of our denial, it will be conducted by a licensed health care professional designated by us who was not directly involved in the denial. We will comply with the outcome of that review.

## § **Right to Amend**

You have the right to ask us to amend medical information about you. You have this right for so long as the medical information or mental health information is maintained by us.

To request an amendment, you must submit your request in writing to one of the persons listed on Exhibit 1. Your request must state the amendment desired and provide a reason in support of that amendment.

We will act on your request within sixty (60) calendar days after we receive your request. If we grant your request, in whole or in part, we will inform you of our acceptance of your request and provide access and copying.

If we grant the request, in whole or in part, we will seek your identification of and agreement to share the amendment with relevant other persons. We also will make the appropriate amendment to the medical information or mental health information by appending or otherwise providing a link to the amendment.

We may deny your request to amend medical information or mental health information about you. We may deny your request if it is not in writing and does not provide a reason in support of the amendment. In addition, we may deny your request to amend medical information if we determine that the information:

- a. Was not created by us, unless the person or entity that created the information is no longer available to act on the requested amendment;
- b. Is not part of the medical information maintained by us;
- c. Would not be available for you to inspect or copy; or,
- d. Is accurate and complete.

If we deny your request, we will inform you of the basis for the denial. You will have the right to submit a statement of disagreeing with our denial. Your statement may not exceed 5 pages. We may prepare a rebuttal to that statement. Your request for amendment, our denial of the request, your statement of disagreement, if any, and our rebuttal, if any, will then be appended to the medical information or mental health information involved or otherwise linked to it. All of that will then be included with any subsequent disclosure of the information, or, at our election, we may include a summary of any of that information.

If you do not submit a statement of disagreement, you may ask that we include your request for amendment and our denial with any future disclosures of the information. We will include your request for amendment and our denial (or a summary of that information) with any subsequent disclosure of the medical information or mental health information involved.

You also will have the right to complain about our denial of your request.

## **§ Right to an Accounting of Disclosures**

You have the right to receive an accounting of disclosures of medical information or mental health information about you. The accounting may be for up to six (6) years prior to the date on which you request the accounting but not before April 14, 2003.

Certain types of disclosures are not included in such an accounting:

- a. Disclosures to carry out treatment, payment and health care operations;
- b. Disclosures of your medical information made to you;
- c. Disclosures for our facility directory;
- d. Disclosures for national security or intelligence purposes;

- e. Disclosures to correctional institutions or law enforcement officials;
- f. Disclosures made prior to April 14, 2003.

Under certain circumstances your right to an accounting of disclosures may be suspended for disclosures to a health oversight agency or law enforcement official.

To request an accounting of disclosures, you must submit your request in writing to one of the persons listed on Exhibit A. Your request must state a time period for the disclosures. It may not be longer than six (6) years from the date we receive your request and may not include dates before April 14, 2003. Usually, we will act on your request within sixty (60) calendar days after we receive your request. Within that time, we will either provide the accounting of disclosures to you or give you a written statement of when we will provide the accounting and why the delay is necessary.

There is no charge for the first accounting we provide to you in any twelve (12) month period. For additional accountings, we may charge you for the cost of providing the list. If there will be a charge, we will notify you of the cost involved and give you an opportunity to withdraw or modify your request to avoid or reduce the fee. All charges will be made pursuant to the Freedom of Information Act' Policy of Ottawa County.

#### § **Right to Copy of this Notice**

You have the right to obtain a paper copy of our Notice of Privacy Practices. You may obtain a paper copy even though you agreed to receive the notice electronically. You may request a copy of our Notice of Privacy Practices at any time.

You may obtain a copy of our Notice of Privacy Practices over the Internet at our web site, <http://www.miottawa.org/> To obtain a paper copy of this notice, contact Gregory R. Rappleye, Corporation Counsel, 12220 Fillmore Suite 331, West Olive, MI 49460 (616) 738-4865. You may also contact any of the persons who are listed on Exhibit 1 to receive a paper copy of this Notice.

Ottawa County will observe the Breach Notification Requirements of the HIPAA Final Rule. We will notify you if your protected health information is improperly disclosed and will take action to mitigate any affect upon you as required by law.

### **Our Duties**

#### § **Generally**

We are required by law to maintain the privacy of medical information about you and to provide individuals with notice of our legal duties and privacy practices with respect to medical information or mental health information.

We are required to abide by the terms of our Notice of Privacy Practices in effect at the time.

#### § **Our Right to Change Notice of Privacy Practices**

We reserve the right to change this Notice of Privacy Practices. We reserve the right to make the new notice's provisions effective for all medical information or mental health information that we maintain, including that created or received by us prior to the effective date of the new notice.

§ **Availability of Notice of Privacy Practices**

A copy of our current Notice of Privacy Practices will be posted in all Ottawa County facilities where services are provided. A copy of the current notice also will be posted on our web site, <http://www.miottawa.org/>. In addition, each time you receive services at Ottawa County, a copy of the current notice will be available for your inspection and review.

At any time, you may obtain a copy of the current Notice of Privacy Practices by contacting any of the persons listed in Exhibit 1.

§ **Effective Date of Notice**

The effective date of the notice will be stated on the first page of the notice.

§ **Complaints**

You may complain to us and to the United States Secretary of Health and Human Services if you believe your privacy rights have been violated by us.

To file a complaint with us, contact Gregory R. Rappleye, Corporation Counsel, 12220 Fillmore Suite 331, West Olive, MI 49460 (616) 738-4865. You may also contact any of the persons who are also listed in Exhibit 1 to file a complaint.

All complaints should be submitted in writing.

To file a complaint with the United States Secretary of Health and Human Services, send your complaint to him or her in care of: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue SW, Washington, D.C. 20201.

You will not be retaliated against for filing a complaint.

§ **Questions and Information**

If you have any questions or want more information concerning this Notice of Privacy Practices, please contact ~~Gregory R. Rappleye~~Doug Van Essen, Corporation Counsel, 12220 Fillmore Room 331, West Olive, MI ~~49417~~49460, 616-738-4865, or one of the persons listed in Exhibit "1".

**EXHIBIT "1"**

**HIPAA PRIVACY OFFICERS**

<b><u>Department</u></b>	<b><u>Officer</u></b>	<b><u>Address &amp; Phone No.</u></b>
Chief Privacy Officer	<del>Gregory Rappleye</del> <u>Doug Van Essen</u>	12220 Fillmore West Olive, MI 49460 (616) 738-4861
For: Human Resources	Marcie VerBeek	12220 Fillmore West Olive, MI 49460 (616) 738-48 <u>7900</u>
For: Community Mental Health	<del>Briana Fowler</del> <u>Lynne Doyle</u>	12265 James Street Holland, MI 49424 (616) <u>393-5763494494-5421-</u>
5410		
For: Health Department Street	<u>Lisa Stefanovsky</u> <del>Lois Havermans</del>	12251 James Street Holland, MI 49424 (616) 393-57 <u>8174</u>
For: Fiscal Services Fillmore Department	<u>Karen Karasinski</u> <del>Robert Spaman</del>	12220 West Olive, MI 49460 (616) 738-4849
For: IT	<del>David Hulst</del> <u>Paul Klimas</u>	12220 Fillmore West Olive, MI 49460 (616) 738-4831
For: CAA	<del>Bill Raymond</del> <u>Jennifer Brozowski</u>	12251 James Street Holland, MI 49424 (616) <u>393-5604494-5499</u>

## EXHIBIT “B”

### COUNTY OF OTTAWA

#### POLICIES FOR PROTECTION OF THE PRIVACY OF PROTECTED HEALTH INFORMATION

##### I. INTRODUCTION

###### A. Purpose of These Privacy Policies

These privacy policies for the protection of the privacy of protected health information are intended to comply with the requirements of the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), regulations under HIPAA, and any applicable Michigan law that is more stringent than the HIPAA requirements. They are designed to comply with the standards, implementation specifications, and other requirements of the HIPAA security and privacy regulations at 45 CFR Part 160 and Part 164.

In all instances, these privacy policies shall be interpreted and construed so as to be consistent with the requirements of HIPAA, its regulations, and any more stringent laws of the State of Michigan. In particular, these Privacy Policies shall be construed and interpreted in a manner consistent with the HIPAA Final Rule.

In the event of any conflict between a provision of these privacy policies and a requirement of HIPAA, a regulation under HIPAA, or a more stringent state law, that HIPAA, HIPAA regulation, or more stringent state law requirement shall control.

###### B. Disclaimer

All of the policies contained or referred to in these privacy policies, or that may be added or otherwise established by the County of Ottawa (“Ottawa County”) in the future, represent the policies established by Ottawa County for the members of its workforce in relation to the particular subject addressed by the policy. It is the intention of Ottawa County that these privacy policies be used by its affected work force, and other members of its workforce, in meeting their responsibilities to Ottawa County and the general public. Violation of a policy can be the basis for discipline or termination of employment; however, because these privacy policies relate to the establishment and maintenance of high standards of performance, under no circumstances shall any policy be interpreted or construed as establishing a minimum standard, or any evidence of a minimum standard, of the safety, due care, or any other obligation which may be owed by Ottawa County, its departments, agencies, officers, employees, or its agents to another person.

##### II. PROTECTED HEALTH INFORMATION

###### A. What is “Protected Health Information”?

“Protected health information” is any health information or mental health information maintained by Ottawa County that is individually identifiable, including genetic information.

“Individually identifiable health information” means any information, whether oral or recorded in any form or medium, including demographic information collected from an individual, that:

1. Is created or received by a health care provider, mental health care provider, a health plan, or health care clearinghouse; and,
2. Relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

All health information maintained by Ottawa County is individually identifiable unless and until it is de-identified as stated in Section II.B, below.

## **B. De-Identification of Health Information**

### 1. De-Identification

Health information or mental health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

### 2. Requirements for De-Identification

Before any member of Ottawa County’s workforce treats any information as being de-identified, it must be designated as de-identified by the Ottawa County Chief Privacy Officer or the person designated to make such a determination within the relevant department or agency of Ottawa County.

The Chief Privacy Officer or the designated person may find that health information has been de-identified only if one of the following two conditions are met:

- a. Condition 1: Statistical and Scientific Principles. A person with appropriate knowledge and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable:
  - (1) Applying such principles and methods, determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is subject to the information; and,
  - (2) Documents the methods and results of the analysis that justify such determination. Such documentation shall be in accordance with the



requirements stated in Section III.N and Section III.O of these privacy policies.

- b. Condition 2: Removal of Identifiers. The following identifiers of the individual or of relatives, employers, or household members of the individual are removed and Ottawa County does not have actual knowledge that the information could be used alone or in combination with other information to identify an individual who is a subject of the information:
  - (1) Names;
  - (2) All geographic subdivisions smaller than a State, including street addresses, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code if, according to the current publicity available data from the Bureau of the Census:
    - (a) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and
    - (b) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
  - (3) All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older;
  - (4) Telephone numbers;
  - (5) Fax numbers;
  - (6) Electronic mail (email) addresses;
  - (7) Social Security numbers;
  - (8) Medical record numbers;
  - (9) Health plan beneficiary numbers;
  - (10) Account numbers;
  - (11) Certificate/license numbers;
  - (12) Vehicle identifiers and serial numbers, including license plate numbers;
  - (13) Device identifiers and serial numbers;

- (14) Web Universal Resource Locators (URLs);
- (15) Internet Protocol (IP) address numbers;
- (16) Biometric identifiers, including finger and voice prints;
- (17) Full face photographic images and any comparable images; and,
- (18) Any other unique identifying number, characteristic, or code.

### 3. Requirements for Re-Identification

A code or other means of record identification may be assigned to allow information de-identified to be re-identified by Ottawa County provided:

- a. The code or other means of record identification shall not be derived from or related to information about the individual and shall not otherwise be capable of being translated so as to identify the individual; and,
- b. The code or other means of record identification shall not be used or disclosed for any other purpose and the mechanism for re-identification shall not be disclosed.

Whether or not information shall be coded for re-identification and be re-identified shall be determined by the Chief Privacy Officer or by the person so designated within each department or agency. If information is re-identified, the Chief Privacy Officer or the designated person shall oversee the process of doing so.

## III. ADMINISTRATIVE POLICIES

### A. Organizational Policies

#### 1. Hybrid Entity.

The County of Ottawa is a “Hybrid Entity” under which some departments of the entity are engaged in health care operations and some are not. The Ottawa County Community Mental Health Agency and the Ottawa County Health Department are the health care components of the County of Ottawa but they are not designated health care components under 45 CFR S164.503 (j) (2). All components of Ottawa County shall, to the maximum extent required by law, observe and comply with these Policies.

### B. Designation of Privacy Official

#### 1. Designation

Ottawa County’s Administrator shall designate a chief privacy official who shall be responsible for the development, updating and implementation of Ottawa County’s

privacy policies. That privacy official shall be called the "Chief Privacy Officer" of Ottawa County. The Chief Privacy Officer may designate a person within each department of Ottawa County having access to materials covered by these privacy policies as that department or agency's privacy officer.

2. Documentation

The Ottawa County Administrator shall maintain, or cause to be maintained, a written or electronic record of the designation of the Chief Privacy Officer and of any department or agency privacy officer. Such records shall be maintained for six (6) years from the date of its creation or the date it is last in effect, whichever is later.

**C. Designation of Other Persons**

1. Person/Office to Receive Complaints

The Ottawa County Administrator shall designate a contact person or office who shall:

- a. Be responsible for receiving complaints concerning Ottawa County's privacy policies and procedures, Ottawa County's compliance with those policies and procedures, or Ottawa County's compliance with the HIPAA privacy rule pursuant to Section III.H of these privacy policies; and,
- b. Provide further information about matters covered by Ottawa County's Notice of Privacy Practices.

2. Person/Office to Receive and Process Requests for Access

The Ottawa County Administrator shall designate a contact person or office who shall be responsible for receiving and processing individuals' requests for access to protected health information pursuant to Section VII.B of these privacy policies.

3. Person/Office to Receive and Process Requests for Amendment

The Ottawa County Administrator shall designate a contact person or office who shall be responsible for receiving and processing individuals' requests for amendment of protected health information pursuant to Section VII.C of these privacy policies.

4. Documentation

The Ottawa County Administrator shall maintain, or cause to be maintained, a written or electronic record of the title of the person or office for each person or office designed under this Section III.C. Such record shall be maintained for six (6) years from the date of its creation or the date it was last in effect, whichever is later.

**D. Identification of Workforce Members' Access To Protected Health Information**

Attached to these privacy policies as Appendix 1 is an identification of those classes of Ottawa County's workforce who need access to protected health information to carry out their duties and, for each of those classes, the category or categories of protected health information to which access is needed and any conditions appropriate to that access. Failure of a member of the workforce to comply with that access or those conditions will result in disciplinary action up to and including termination of employment.

At least annually, the Privacy Officer shall cause a review of the identification and categories stated in Appendix 1 and make such changes to Appendix 1 as the Privacy Officer determines is necessary or desirable to keep Appendix 1 current.

#### **E. Training of Workforce**

All members of Ottawa County's workforce having access to protected health information in the course and scope of their duties ("the affected workforce") shall be trained on Ottawa County's policies and procedures with respect to protected health information as necessary and appropriate for the members of the workforce to carry out their functions within Ottawa County.

Each member of Ottawa County's workforce having access to protected health information in the course and scope of their duties on April 14, 2003, shall be trained by no later than April 14, 2003. Thereafter, each new member of the workforce shall be trained within ten (10) calendar days after the person joins the workforce. Each member of the workforce whose functions are affected by a material change in these privacy policies or procedures shall be trained within ten (10) calendar days after the material change becomes effective.

Documentation of the training for each member of the workforce shall be kept in written or electronic form for six (6) years after the date of its creation or the date that person ceases to be a member of Ottawa County's workforce, whichever is later.

#### **F. Safeguards to Protect the Privacy of Protected Health Information**

**Option 1:** The administrative, technical and physical safeguards that Ottawa County has in place to safeguard the privacy of protected health information are stated in Appendix 2 to these privacy policies.

At least annually, the Ottawa County Administrator shall cause a review of the safeguards stated in Appendix 2 and assure such changes to Appendix 2 as the Ottawa County Administrator determines is necessary or desirable to keep Appendix 2 current.

#### **G. Receipt of Notice of Amended Protected Health Information**

Any member of Ottawa County's affected workforce who is informed by another health care provider, health plan or a healthcare clearinghouse of an amendment to an individual's protected health information shall promptly inform the Privacy Officer or his/her designee of the amendment. The Privacy Officer shall cause the protected

health information concerning that individual that is maintained by Ottawa County to be amended as stated in Section VII.C.4.a of these privacy policies.

## **H. Process for Individuals to Make Complaints**

Individuals who desire to make a complaint against Ottawa County concerning Ottawa County's privacy policies and procedures, its compliance with those policies and procedures, or the requirements of the HIPAA privacy rule shall submit the complaint to the Chief Privacy Officer or his/her designee, in writing.

The Chief Privacy Officer shall investigate the complaint and respond to the individual in writing concerning his or her findings and what action, if any, Ottawa County will take in response to the complaint.

The Chief Privacy Officer shall cause written documentation of each complaint and its disposition to be kept in written or electronic form for six (6) years after the date of its creation or the date when it was last in effect, whichever is later.

Ottawa County will observe the breach notification requirements of the HIPAA Final Rule.

In evaluating the impact of any privacy violation, the Chief Privacy Officer shall utilize the "risk analysis" approved and outlined in the HIPAA Final Rule including analysis of:

- (1) the nature and extent of the PHI involved in the breach;
- (2) the unauthorized person who used the PHI or to whom the disclosure was made;
- (3) whether the PHI was actually acquired or viewed; and
- (4) the extent to which the risk to PHI has been mitigated.

## **I. Sanctions**

Except for actions that are covered by and meet the conditions of Section VI.F.15, Section VI.F.16, or Section III.K of these privacy policies, any member of Ottawa County's affected workforce who fails to comply with Ottawa County's privacy policies and procedures or the requirements of the HIPAA privacy rule shall be subject to sanctions imposed through Ottawa County's discipline and discharge policies.

Examples of the Sanctions that may be applied for certain actions are:

1. Failure to promptly report any violation of any Ottawa County privacy policy or procedure or requirement of the HIPAA privacy rule to the Privacy Officer or his/her designee – sanctions pursuant to the employment policies of Ottawa County up to

and including termination.

2. Inadvertent violation of any Ottawa County privacy policy or requirement of the HIPAA privacy rule - sanctions pursuant to the employment policies of Ottawa County up to and including termination.
3. Knowing violation of any Ottawa County privacy policy or requirement of the HIPAA privacy rule - sanctions pursuant to the employment policies of Ottawa County up to and including termination.
4. Knowingly and improperly obtaining or disclosing protected health information - sanctions pursuant to the employment policies of Ottawa County up to and including termination.
5. Obtaining protected health information under false pretenses - sanctions pursuant to the employment policies of Ottawa County up to and including termination.
6. Obtaining or disclosing protected health information with an intent to sell, transfer or use it for commercial advantage, personal gain or malicious harm - sanctions pursuant to the employment policies of Ottawa County up to and including termination.

The Ottawa County Human Resources Director shall cause written documentation of the sanctions that are applied, if any, to be kept in written or electronic form for six (6) years after the date of its creation or the date when it is last in effect, whichever is later.

#### **J. Mitigation of Harmful Effect**

If there is a use or disclosure of protected health information by a member of Ottawa County's affected workforce or an Ottawa County business associate in violation of Ottawa County's privacy policies or the requirements of the HIPAA privacy rule, the Chief Privacy Officer or his/her designee shall mitigate, or cause to be mitigated, to the extent practicable, any harmful effect that is known to Ottawa County.

#### **K. Prohibition on Intimidating or Retaliatory Acts**

Neither Ottawa County nor any member of Ottawa County's workforce may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against:

1. Individuals. Any individual for the exercise by the individual of any right under, or for participation by the individual in any process established by, these privacy policies or the HIPAA privacy rule, including filing a complaint under the HIPAA privacy rule or under these privacy policies.
2. Individuals and Others. Any individual or other person for:

- a. Filing of a complaint with the Secretary of Health and Human Services under the HIPAA privacy rule;
- b. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing under the Administrative Simplification provisions of HIPAA; or
- c. Opposing any act or practice made unlawful by the HIPAA privacy rule, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of the opposition is reasonable and does not involve a disclosure of protected health information in violation of the HIPAA privacy rule.

**L. Prohibition on Waiver of Rights**

No member of Ottawa County’s affected workforce may require an individual to waive the individual’s rights under these privacy policies or the HIPAA privacy rule as a condition for the provision of treatment, payment, and enrollment in a health plan, or eligibility for benefits.

**M. Changes to Policies and Procedures**

1. Changes in Law

The Chief Privacy Officer with the consent of the Ottawa County Administrator shall promptly change these privacy policies as necessary and appropriate to comply with changes in the law, including changes in the HIPAA privacy rule. The changed policy or procedure shall be promptly documented and implemented. If the change materially affects the content of Ottawa County’s Notice of Privacy Practices, the Privacy Officer shall promptly make the appropriate revisions to the notice in accordance with Section V.C of these privacy policies.

2. Changes to Privacy Practices Stated In Notice of Privacy Practices

**Option 1:** When Ottawa County changes a privacy practice that is stated in its Notice of Privacy Practices and makes corresponding changes to Ottawa County’s policies, the change shall be effective for protected health information Ottawa County created or received prior to the effective date of the notice revision provided:

- a. The Chief Privacy Officer ensures that the policy or procedure, as revised to reflect the change, complies with the HIPAA privacy rule;
- b. The Chief Privacy Officer documents the policy or procedure, as revised, as stated in Section III.N and Section III.O of these privacy policies; and,
- c. The Chief Privacy Officer revises the Notice of Privacy Practices to state the changed practice and makes the revised notice available as stated in Section V.B of these privacy policies. The changed practice may not be implemented prior to the effective date of the revised Notice of Privacy Practices.

If these conditions are not met, then the change is effective only with respect to protected health information created or received after the effective date of the revised Notice of Privacy Practices.

**Option 2:** When Ottawa County changes a privacy practice that is stated in its Notice of Privacy Practices and makes corresponding changes to its policies, the following actions shall be taken:

- a. The Chief Privacy Officer shall ensure that the policy or procedure, as revised to reflect the change, complies with the HIPAA privacy rule;
- b. The Chief Privacy Officer shall document the policy or procedure, as revised, is documented as stated in Section III.N and Section III.O of these privacy policies; and,
- c. The Chief Privacy Officer shall revise The Notice of Privacy Practices to state the changed practice and make the revised notice available as stated in Section V.B of these policies. The changed practice may not be implemented prior to the effective date of the revised Notice of Privacy Practices.

The change shall be effective only with respect to protected health information created or received after the effective date of the revised Notice of Privacy practices.

### 3. Changes to Privacy Practices Not Stated In Notice of Privacy Practices

Ottawa County may change, at any time, a privacy practice that does not materially affect the content of the Notice of Privacy Practices, provided:

- a. The policy or procedure involved, as revised, complies with the HIPAA privacy rule; and,
- b. Prior to the effective date of the change, the policy or practice, as revised, is documented by the Ottawa County Administrator by causing it to be kept in written or electronic form.

## **N. Documentation**

The Chief Privacy Officer shall take, or cause to be taken, each of the following actions:

1. Maintain these privacy policies and procedures in written or electronic form;
2. If a communication is required by these privacy policies and procedures, or by the privacy rule, to be in writing, maintain that writing, or an electronic copy, as documentation;



3. If an action, activity, or designation is required by these privacy policies and procedures, or by the privacy rule, to be documented, maintain a written or electronic record of that action, activity or designation.

#### **O. Period of Retention**

Documentation required by Section III.N, above, shall be retained for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.

#### **P. Maintenance of Psychotherapy Notes**

Psychotherapy notes, if any, shall be maintained by the mental health professional who prepared the notes in a locked file in his/her office. A duplicate of the key to the locked file shall be retained by the Director of the Ottawa County Community Mental Health Agency.

Upon termination of the mental health professional's employment, or contract of service, any psychotherapy notes maintained by him/her shall be destroyed.

#### **Q. Business Associates.**

Prior to Ottawa County disclosing any protected health information to a business associate or allowing a business associate to create or receive protected health information on its behalf, the Chief Privacy Officer or his/her designee shall obtain satisfactory assurance from the business associate that the business associate will appropriately safeguard the protected health information disclosed to it or that it creates or receives on Ottawa County's behalf. The satisfactory assurance shall be through a written contract with the business associate that contains at least all the provisions required by the privacy rule.

However, if the business associate is required by law to perform a function or activity on behalf of Ottawa County or to provide a service described in the HIPAA privacy rule's definition of a business associate (see, Section IX.B, "Business Associate" of these privacy policies) to Ottawa County, Ottawa County may disclose protected health information to the business associate to the extent necessary to comply with the legal mandate without meeting the requirements for business associates, provided:

1. Ottawa County attempts in good faith to obtain satisfactory assurances, as stated above; and,
2. If that attempt fails, the Chief Privacy Officer or his/her designee documents the attempt and the reasons that the assurances cannot be obtained.

Any contract of Ottawa County where the other party, or one of the other parties, may be a business associate shall be submitted to the Chief Privacy Officer for review for compliance with these privacy policies and the HIPAA privacy rule prior to being signed on behalf of Ottawa County, [including the Amendments to Business Associates Agreements required by the HIPAA Final Rule.](#)

## **R. Reporting Violations**

Each member of Ottawa County's affected workforce must report any actual or possible violation of Ottawa County's privacy policies or the HIPAA privacy rule to the Chief Privacy Officer as soon as he or she becomes aware of the actual or possible violation.

## **S. Questions Concerning HIPAA Compliance**

If any member of Ottawa County's affected workforce has a question concerning Ottawa County's privacy policies, the HIPAA privacy rule, or their application to any situation, he or she should contact the Chief Privacy Officer for guidance. The Chief Privacy Officer may contact legal counsel for legal advice as he or she believes is necessary or desirable.

## **T. Action by Designee**

Whenever an action may be or is required to be taken under these privacy policies by the Chief Privacy Officer, the Ottawa County Administrator, or any other member of Ottawa County's workforce, the action may be taken by that person's designee.

# **IV. OTTAWA COUNTY REQUESTS FOR PROTECTED HEALTH INFORMATION**

## **A. Generally**

When requesting protected health information from another health care provider, a health plan or a health care clearinghouse, a member of Ottawa County's affected workforce must limit the request to that which is reasonably necessary to accomplish the purpose for which the request is made.

Except when the entire medical record or mental health record is specifically justified as the amount that is reasonably necessary to accomplish the purpose of the request, members of Ottawa County's affected workforce may not request an entire medical record or mental health record.

## **B. Routine and Recurring Requests**

For a request that is made on a routine and recurring basis, Ottawa County shall from time to time develop and implement standard protocols that limit the protected health information requested to the amount that is reasonably necessary to accomplish the purpose for which the request is made. The protocols established by Ottawa County, if any, are set forth in Appendix 3 to these privacy policies.

## **C. Other Requests**

Whenever any member of Ottawa County's affected workforce desires to request protected health information from another provider, a health plan or a health care clearinghouse and the request is not one made pursuant to a protocol for routine and recurring requests, he or she shall first submit the request to the Chief Privacy Officer or his/her designee for review and approval prior to the request being made. The Chief Privacy Officer or his/her designee shall review the request on an individual basis to determine that the protected health information sought is limited to the information reasonably necessary to accomplish the purpose for which the request is made.

## **V. NOTICE OF PRIVACY PRACTICES.**

### **A. Form of Notice of Privacy Practices.**

The Notice of Privacy Practices used by Ottawa County shall be established from time to time by the Chief Privacy Officer and shall meet the requirements of the HIPAA privacy regulations.

### **B. Provision of Notice of Privacy Practices.**

#### **1. To Each Patient, etc.**

##### **a. Generally**

Ottawa County's Notice of Privacy Practices shall be made available to any individual patient or client of Ottawa County (except to an inmate of a correctional institution) and to Ottawa County employees, no later than the date of the first service delivery by Ottawa County and to other persons upon request. The Notice of Privacy Practices also shall be made available at Ottawa County's offices whose Health Services and/or Mental Health Services are provided for individuals to request to take with them.

##### **b. Via Email**

If the individual agrees and that agreement has not been withdrawn, the Notice of Privacy Practices will be provided to that individual by email in lieu of physical delivery. The transmission of the Notice of Privacy Practices by email will be accomplished by the director of the affected department or agency, or his/her designee. If the e-mail transmission fails, a paper copy of the Notice of Privacy Practices will be provided to the individual. An individual who receives electronic notice may still obtain a paper copy of the notice upon request; his or her request should be submitted to the director of the affected department or agency, or his/her designee.

#### **2. Posting<sup>[JS1]</sup>**

Ottawa County's Notice of Privacy Practices shall be prominently posted on posters at the locations specified in Exhibit "4" hereto.

### 3. Web Site

Ottawa County's Notice of Privacy Practices shall be prominently posted on Ottawa County's web site and made available electronically through the web site.

### **C. Revision of Notice of Privacy Practices**

Whenever there is a material change to the uses or disclosures, the individual's rights, Ottawa County's legal duties, or other privacy practices stated in the notice, the Chief Privacy Officer shall cause the Notice of Privacy Practices to be promptly revised, made available on request and distributed.

Except when the material change is required by law, a material change to any term of the Notice of Privacy Practices shall not be implemented prior to the effective date of the Notice of Privacy Practices in which the material change is reflected.

### **D. Documentation**

A copy of each Notice of Privacy Practices used by Ottawa County shall be maintained by Ottawa County in written or electronic form for six (6) years after the date the notice was last in effect.

## **VI. USES AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

### **A. General Rule**

Except as otherwise stated in this Section VI, Ottawa County shall obtain the individual's consent or authorization, whichever is applicable and in accordance with these privacy policies, prior to using or disclosing protected health information concerning the individual.

### **B. Use and Disclosure of Only the Minimum Necessary Information.**

#### 1. General Rule

Except as stated in Section VI.B.2, below, when using or disclosing protected health information, members of Ottawa County's affected workforce shall make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use or disclosure.

#### 2. Exceptions to Minimum Necessary Requirement

The preceding general rule concerning limiting use and disclosure of protected health information to the minimum necessary does not apply to:

- a. Disclosures to a health care provider for treatment.
  - b. Uses or disclosures made to the individual except for authorizations requested by Ottawa County.
    - (1) For Ottawa County's own uses and disclosures (see, Section VI.D.6, "Authorizations Requested by Ottawa County for its Own Uses and Disclosures" of these privacy policies);
    - (2) For disclosures to others (see, Section VI.D.7, "Authorizations Requested by Ottawa County for Disclosures by Others" of these privacy policies); or,
    - (3) For uses and disclosures of protected health information created for research that includes treatment of the individual (see, Section VI.D.8, "Authorizations for Uses and Disclosures of Protected Health Information Created for Research That Includes Treatment of the Individual" of these privacy policies).
  - c. Disclosures made to the Secretary of Health and Human Services in accordance with the HIPAA privacy rule.
  - d. Uses or disclosures that are required by law.
  - e. Uses or disclosures that are required for Ottawa County's compliance with the HIPAA privacy rule.
3. Routine and Recurring Disclosures

For any type of disclosure that is made on a routine and recurring basis, the Ottawa County Administrator or his/her designee shall from time to time develop and implement standard protocols that limit the protected health information requested to the amount that is reasonably necessary to accomplish the purpose for which the disclosure is made. The protocols, if any, established are set forth in Appendix 5 to these privacy policies.

4. Other Disclosures

Any disclosures that are not covered by an established protocol, shall be reviewed by the Chief Privacy Officer on an individual basis using the following criteria to limit the protected health information disclosed to the information reasonably necessary to accomplish the purpose for which disclosure is sought.

The criteria to be applied are:

- a. Whether or not the information requested is reasonably related to the purpose of the request.

- b. Whether or not the information requested will assist in the accomplishment of the purpose of the request.
  - c. Whether or not the purpose of the request can be accomplished without the information requested.
  - d. Whether or not the purpose of the request can be met with information that is not protected health information.
5. Permitted Reliance

If the reliance is reasonable under the circumstances, members of Ottawa County's affected workforce may rely on a requested disclosure as the minimum necessary for the stated purpose when:

- a. Making disclosures to public officials that are permitted under Section VI.F of these privacy policies, if the public official represents that the information is the minimum necessary for the stated purpose(s);
- b. The information is requested by another covered entity;
- c. The information is requested by a professional who is a member of Ottawa County's affected workforce or a business associate of Ottawa County for the purpose of providing professional services to Ottawa County, if the professional represents that the information requested is the minimum necessary for the stated purpose(s); or,
- d. Documentation or representations that comply with the applicable requirements of Section VI.F.10 of these privacy policies have been provided by the person requesting the information for research purposes.

The basis for reliance under this Section VI.B.5 shall be documented by the Privacy Officer. That documentation shall be maintained in the records of Ottawa County.

### **C. Uses and Disclosures for Which an Authorization is Required**

#### 1. General Rule

Except as otherwise permitted or required by these privacy policies, Ottawa County will not use or disclose protected health information without an authorization that is valid under this Section VI.C. When Ottawa County obtains or receives a valid authorization for its use or disclosure of protected health information, Ottawa County's use or disclosure must be consistent with that authorization.

#### 2. What is a Valid Authorization?

An authorization is valid if it contains all the elements required by Section VI.D.5 of these privacy policies and it is not defective.

An authorization is defective if the document has any of the following defects:

- a. The expiration date has passed or the expiration event is known by Ottawa County to have occurred.
- b. The authorization has not been filled out completely with respect to an element required to be included in the authorization;
- c. The authorization is known by Ottawa County to have been revoked;
- d. The authorization lacks a required element (see, Section VI.D.5, "Form of Authorization" of these privacy policies);
- e. The authorization violates the requirements concerning compound authorizations (see, Section VI.C.9, "Compound Authorizations" of these privacy policies); or,
- f. If any material information in the authorization is known by Ottawa County to be false.

If any member of Ottawa County's affected workforce believes an authorization is defective for any reason, he or she should promptly report that fact and the basis for his or her belief to the Privacy Officer.

### 3. Maintaining an Authorization

All authorizations shall be delivered to a designated records custodian who will file there in accordance with established protocols.

### 4. Conditioning of Authorizations

#### a. General Rule.

Except as stated in Section VI.C.4.b, below, Ottawa County will not condition treatment or payment to an individual on the receipt of an authorization from that individual.

#### b. Exceptions.

Ottawa County will condition treatment or payment to an individual on the receipt of an authorization from that individual in the following situations:

- (1) Research. Ottawa County will condition the provision of research-related treatment on provision of an authorization under Section VI.C.8 of these privacy policies.

- (2) Disclosure Is Sole Purpose. Ottawa County will condition the provision of health care that is solely for the purpose of creating protected health information for disclosure to a third party on provision of an authorization for the disclosure of the protected health information to that third party.

5. Form of Authorization

- a. Core Elements. An authorization must contain at least the following elements:

- (1) A description of the information to be used or disclosed that identifies the information in a specific and meaningful fashion;
- (2) The name or other specific identification of the person(s), or class of persons, authorized to make the requested use or disclosure;
- (3) The name or other specific identification of the person (s), or class of persons, to whom Ottawa County may make the requested use or disclosure;
- (4) An expiration date or an expiration event that relates to the individual or the purpose of the use or disclosure;
- (5) A statement of the individual's right to revoke the authorization in writing and the exceptions to the right to revoke, together with a description of how the individual may revoke the authorization;
- (6) A statement that information used or disclosed pursuant to the authorization may be subject to redisclosure by the recipient and no longer be protected by this rule;
- (7) Signature of the individual and date; and,
- (8) If the authorization is signed by a personal representative of the individual, a description of that personal representative's authority to act for the individual.

- b. Additional Elements. An authorization may contain elements or information in addition to the elements stated in this Section VI.C concerning "Uses and Disclosures for Which an Authorization is Required," provided those additional elements or information are not inconsistent with the elements required by this Section VI.C.

- c. Plain Language. An authorization must be written in plain language

6. Authorizations Requested by Ottawa County for Its Own Uses and Disclosures.

If an authorization is requested by Ottawa County for its own use or disclosure of protected health information that it maintains, Ottawa County will comply with the following requirements:



a. Required Elements.

In addition to meeting the requirements stated in Section VI.D.5 of these privacy policies, the authorization must contain the following elements:

- (1) For any authorization to which the prohibition on conditioning in Section VI.C.4 applies, a statement that Ottawa County will not condition treatment or payment on the individual's providing authorization for the requested use or disclosure;
- (2) A description of each purpose of the requested use or disclosure;
- (3) A statement that the individual may:
  - (a) Inspect or copy the protected health information to be used or disclosed as provided in Section VII.B of these privacy policies; and,
  - (b) Refuse to sign the authorization; and,
- (4) If use or disclosure of the requested information will result in direct or indirect remuneration to Ottawa County from a third party, a statement that such remuneration will result.

b. Copy to Individual. Ottawa County will provide the individual with a copy of the signed authorization.

7. Authorizations Requested by Ottawa County for Disclosures by Others.

If an authorization is requested by Ottawa County for another health care provider, health plan or health care clearinghouse to disclose protected health information to Ottawa County to carry out treatment, payment, or health care operations, Ottawa County will comply with the following requirements:

a. Required Elements. In addition to meeting the requirements stated in Section VI.C.5 of these privacy policies, the authorization will contain the following elements:

- (1) A description of each purpose of the requested disclosure; and,
- (2) A statement that the individual may refuse to sign the authorization.

b. Copy to Individual. Ottawa County will provide the individual with a copy of the signed authorization.

8. Authorizations For Uses and Disclosures of Protected Health Information Created for Research That Includes Treatment of the Individual.

Except as otherwise permitted by Section VI.E.10 of these privacy policies

concerning “Uses and Disclosures for Research Purposes,” if Ottawa County creates protected health information for the purpose, in whole or in part, of research that includes treatment of individuals, Ottawa County will obtain an authorization for the use or disclosure of such information.

That authorization will:

- a. For uses and disclosures not otherwise permitted or required under these privacy policies, meet the requirement of Section VI.D.5 and Section VI.C.6 of these privacy policies; and,
- b. Contain:
  - (1) A description of the extent to which such protected health information will be used or disclosed to carry out treatment, payment, or health care operations;
  - (2) A description of any protected health information that will not be used or disclosed for purposes permitted in accordance with Section VI.D and VI.E of these privacy policies, provided Ottawa County will not include a limitation affecting its rights to make a use or disclosure that is required by law or permitted by Section VI.E.11.b.(1) of these privacy policies; and,
  - (3) If Ottawa County has obtained or intends to obtain the individual’s consent under Section VI.C of these privacy policies, or has provided or intends to provide the individual with a Notice of Privacy Practices, (see Section V, “Notice of Privacy Practices”), the authorization will refer to that notice and state that the statements made pursuant to this Section VI.D.8, “Authorizations for Uses and Disclosures of Protected Health Information Created for Research That Includes Treatment of the Individual,” are binding.

An authorization under this Section VI.C.8 may be in the same document as: Ottawa County’s Notice of Privacy Practices (see, Section V, “Notice of Privacy Practices”).

c. Be in compliance with the HIPAA Final Rule.

9. Compound Authorizations

- a. General Rule. Except as stated in Section VI.C.9.b, below, an authorization for use or disclosure of protected health information may not be combined with any other document to create a compound authorization.
- b. Exceptions. Notwithstanding Section VI.C.9.a, above, an authorization for use or disclosure of protected health information may be combined with any other document to create a compound authorization in the following situations:
  - (1) An authorization for the use or disclosure of protected health information created for research that includes treatment of the individual may be combined as stated in Section VI.C.8 of these privacy policies;

- (2) An authorization for a use or disclosure of psychotherapy notes may only be combined with another authorization for a use or disclosure of psychotherapy notes;
- (3) An authorization, other than an authorization for a use or disclosure of psychotherapy notes may be combined with any other authorization, except when Ottawa County has conditioned the provision of treatment or payment under Section VI.C.4.b of these privacy policies on the provision of one of the authorizations.

#### 10. Revocation of an Authorization.

An individual has the right to revoke an authorization in writing, except to the extent Ottawa County has taken action in reliance thereon.

A written revocation should be submitted to the Chief Privacy Officer or his/her designee who will cause the revocation to be filed in accordance with a standard protocol.

#### 11. Documentation.

The Chief Privacy Officer or his/her designee will document and retain any signed authorizations under this section in writing, or an electronic copy, for six (6) years from the date of its creation or the date when it was last in effect, whichever is later.

### **D. Uses and Disclosures Requiring an Opportunity for the Individual to Agree or to Object.**

#### 1. General Rule

Members of Ottawa County's affected workforce may use or disclose protected health information without the individual's written consent or authorization for the purposes described in this Section VI.D provided:

- a. The individual is informed orally or in writing in advance of the use or disclosure; and,
- b. The individual has an opportunity to agree to or prohibit or restrict the disclosure in accordance with the requirements of this Section VI.D.

#### 2. Persons Involved in the Individual's Care; Notification

##### a. General Rules

- (1) Those Involved in Care. Members of Ottawa County's affected workforce may, in accordance with Sections VI.D.3.b and VI.D.3.c, below, disclose to a

family member, other relative, or a close personal friend of the individual, or to any other person identified by the individual, the protected health information directly relevant to that person's involvement with the individual's care or payment related to that individual's health care.

- (2) Notification of Location, Condition, or Death. If authorized by Michigan law, members of Ottawa County's affected workforce may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual's location, general condition or death. Any such use or disclosure must be in accordance with Section VI.D.3.b, VI.D.3.c, or VI.D.4, below, and Michigan law.

b. When the Individual is Present

If the individual is present for, or otherwise available prior to, a use or disclosure to a person(s) involved in the individual's care and the individual has the capacity to make health care decisions, a member of Ottawa County's affected workforce may use or disclose the protected health information if he or she:

- (1) Obtains the individual's agreement;
- (2) Provides the individual with the opportunity to object to the disclosure, and the individual does not express an objection; or,
- (3) Reasonably infers from the circumstances, based on the exercise of professional judgment, that the individual does not object to the disclosure.

The affected workforce member shall document in the patient or client record which of the preceding reasons were the basis for the use or disclosure.

c. When the Individual Is Not Present.

- (1) Incapacity; Emergency Circumstances. If the individual is not present for, or the opportunity to agree or object to the use or disclosure cannot practicably be provided because of the individual's incapacity or an emergency circumstance, a member of Ottawa County's affected workforce may, in the exercise of professional judgment, and if authorized by Michigan law, determine whether the disclosure is in the best interests of the individual and, if so, disclose only the protected health information that is directly relevant to the person's involvement with the individual's health care.

The Ottawa County affected workforce member shall document in the patient or client record the individuals' incapacity or the emergency and why he or she determined the disclosure was in the individuals' best interests.

- (2) Other Actions. When authorized by Michigan law, a member of affected workforce may use professional judgment and experience with common practice to make reasonable inferences of the individual's best interest in allowing a person to act on behalf of the individual to pick up filled prescriptions, medical supplies, X-rays, or other similar forms of protected health information.

The Ottawa County's affected workforce member shall document in the patient or client record the individuals' incapacity or the emergency and why he or she determined the disclosure was in the individual's best interests.

### 3. Disaster Relief.

A member of Ottawa County's affected workforce may use or disclose protected health information to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, e.g., the Red Cross, for the purpose of coordinating with such entities the uses and disclosures permitted by Section VI.D.3 concerning notification of location, condition or death. However, the requirements of Sections VI.D.3.b and VI.D.3.c of these privacy policies apply to those uses and disclosures to the extent that the Ottawa County affected workforce member, in the exercise of professional judgment, determines that those requirements do not interfere with the ability to respond to the emergency circumstances.

## **E. Uses and Disclosures for which Consent, an Authorization, or an Opportunity to Agree or Object is Not Required**

### 1. General Rules

To the extent permitted by this Section VI.E, an authorized member of Ottawa County's affected workforce may use or disclose protected health information without the written consent or authorization of the individual, or the opportunity of the individual to agree or object, in the situations described in this Section VI.E.

When Ottawa County is required by any of these situations to inform the individual of a use or disclosure permitted by this Section VI.E or when the individual may agree to a use or disclosure required by this Section VI.E, Ottawa County's information and the individual's agreement may be given orally. However, if given orally, the Ottawa County affected workforce member involved shall document the giving of the information or the agreement by notification in the patient or client's records.

### 2. Uses and Disclosures Required by Law

#### a) Informing the Chief Privacy Officer or his/her designee

Any member of Ottawa County's affected workforce who receives a request, or who proposes, to use or disclose protected health information for a use or disclosure required by law must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will

then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee.

b) Permitted Uses and Disclosures

Ottawa County may use or disclose protected health information to the extent that the use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of the law.

Ottawa County will meet the requirements of the following sections of these privacy policies, as applicable, for uses and disclosures required by law:

- (1) Section VI.E.4 concerning, “Uses and Disclosures About Victims of Abuse, Neglect or Domestic Violence”;
- (2) Section VI.E.6 concerning, “Disclosures for Judicial and Administrative Proceedings”, and,
- (3) Section VI.E.7 concerning “Disclosures for Law Enforcement Purposes.

3. Uses and Disclosures for Public Health Activities

- a. Informing the Chief Privacy Officer. Any member of Ottawa County’s affected workforce who receives a request, or who proposes, to use or disclose protected health information for public health activities must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his /her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure should not occur until it has been approved.
- b. Permitted Disclosures. An authorized member of Ottawa County’s affected workforce may disclose protected health information for the public health activities and purposes described below:
  - (1) A public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury and vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions; or, at the direction of the public health authority, to an official of a foreign government agency that is acting in collaboration with a public health authority;
  - (2) A public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect;
  - (3) A person subject to the jurisdiction of the United States Food and Drug

Administration:

- (a) To report adverse events (or similar reports with respect to food or dietary supplements), product defects or problems (including problems with the use or labeling of a product), or biological product deviations if the disclosure is made to the person required or directed to report such information to the Food and Drug Administration;
  - (b) To track products if the disclosure is made to a person required or directed by the Food and Drug Administration to track the product;
  - (c) To enable product recalls, repairs, or replacements (including locating and notifying individuals who have received products or product recalls, withdrawals, or other problems); or,
  - (d) To conduct post marketing surveillance to comply with requirements or at the direction of the Food and Drug Administration;
- (4) A person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if Ottawa County or another public health authority is authorized or required by law to notify such person as necessary in the conduct of a public health intervention or investigation; or
- (5) An employer, about an individual who is a member of the workforce of the employer, if:
- (a) Ottawa County provides health care to the individual at the request of the employer:
    - i) To conduct an evaluation relating to medical surveillance of the workplace; or,
    - ii) To evaluate whether the individual has a work-related illness or injury; or,
  - (b) The protected health information that is disclosed consists of findings concerning a work-related illness or injury or a work-related medical surveillance;
  - (c) The employer needs such findings in order to comply with its obligations under 29 CFR Parts 1904 through 1928 (concerning occupational safety and health), 30 CFR parts 50 through 90 (concerning mine safety and health), or similar Michigan law, to record such illness or injury or to carry out responsibilities for workplace medical surveillance;
  - (d) Ottawa County provides written notice to the individual that protected health information relating to the medical surveillance of the workplace

and work-related illnesses and injuries is disclosed by the employer:

- i) By giving a copy of the notice to the individual at the time the health care is provided; or
- ii) If the health care is provided on the work site of the employer, by posting the notice in a prominent place at the location where the health care is provided.

#### 4. Uses and Disclosures About Victims of Abuse, Neglect or Domestic Violence

a. Delivery to Chief Privacy Officer. Any member of Ottawa County's affected workforce who receives a request, or who proposes, to use or disclose protected health information about a victim of abuse, neglect or domestic violence must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies and the requirements of Michigan law. The use or disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee, unless otherwise required by Michigan law.

b. General Rule. Except for reports of child abuse or neglect that are permitted by Section VI.E.3.b.(2) of these privacy policies, an authorized member of Ottawa County's affected workforce may disclose protected health information about an individual that workforce member reasonably believes to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by Michigan law to receive reports of such abuse, neglect or domestic violence:

(1) To the extent the disclosure is required by Michigan law and the disclosure complies with and is limited to the relevant requirements of that law;

(2) If the individual agrees to the disclosure; or,

(3) To the extent the disclosure is expressly authorized by Michigan law or regulation and:

(a) The Ottawa County affected workforce member, in the exercise of professional judgment, believes the disclosure is necessary to prevent serious harm to the individual or other potential victim, or is required by Michigan law.

c. Informing the Individual

If a member of Ottawa County's affected workforce makes a disclosure permitted by VI.E.4.b, above, Ottawa County shall comply with Michigan law with respect to notice of such disclosure to the patient or client.



5. Uses and Disclosures for Health Oversight Activities.

- a. Delivery to Chief Privacy Officer. Any member of Ottawa County's affected - workforce who receives a request, or who proposes, to use or disclose protected health information for purposes of a health oversight activity must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or her/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies and Michigan and/or other applicable Federal law. The use or disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee.
  
- b. General Rule. An authorized member of Ottawa County's affected workforce may disclose protected health information to a health oversight agency, *e.g.*, state department of health, for oversight activities authorized by law, including: audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or other actions; or, other activities necessary for appropriate oversight of:
  - (1) The health care system;
  - (2) Government benefit programs for which health information is relevant to beneficiary eligibility;
  - (3) Entities subject to government regulatory programs for which health information is necessary for determining compliance with program standards; or,
  - (4) Entities subject to civil rights laws for which health information is necessary for determining compliance.
  
- c. Exceptions.

For purposes of the disclosures permitted by Section VI.E.5.b, above, a health oversight activity does not include an investigation or other activity in which the individual is the subject of the investigation or activity and such investigation or other activity does not arise out of and is not directly related to:

- (1) The receipt of health care;
- (2) A claim for public benefits related to health; or,
- (3) Qualification for, or receipt of, public benefits or services when a patient's health is integral to the claim for public benefits or services.

- d. Joint Activities or Investigations. Notwithstanding the exceptions stated in Section VI.E.5.c, above, if a health oversight activity or investigation is conducted in conjunction with an oversight activity or investigation relating to a claim for public benefits not related to health, the joint activity or investigation is considered a health oversight activity for purposes of this section.
6. Disclosures for Judicial and Administrative Proceedings
- a. Delivery to Chief Privacy Officer. Any member of Ottawa County's affected workforce who receives an order of a court or administrative tribunal or a subpoena, discovery request, or other lawful process must promptly deliver or otherwise communicate the document to the Chief Privacy Officer or his/her designee prior to the disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the disclosure for compliance with these privacy policies. The disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee.
  - b. General Rules. Ottawa County will disclose protected health information in the course of any judicial or administrative proceeding:
    - (1) In response to an order of a court or administrative tribunal, provided Ottawa County will disclose only the protected health information expressly authorized by the order; or,
    - (2) In response to a subpoena, discovery request, or other lawful process, that is not accompanied by an order of a court or administrative tribunal, if such disclosure is authorized or required by Michigan law, and only if the procedures followed by the requesting party fully comply with the requirements of Michigan law.
  - c. Satisfactory Assurance
    - (1) That Individual Has Received Notice. Ottawa County will be considered to have received "satisfactory assurance" from a party seeking protected health information that the individual has received notice if Ottawa County receives from that party a written statement and accompanying documentation demonstrating that:
      - (a) The party requesting the information has made a good faith attempt to provide written notice to the individual (or, if the individual's location is unknown, to mail a notice to the individual's last known address);
      - (b) The notice included sufficient information about the litigation or proceeding in which the protected health information is requested to

permit the individual to raise an objection to the court or administrative tribunal; and,

- (c) The time for the individual to raise objections to the court or administrative tribunal has elapsed, and:
  - i) No objections were filed; or,
  - ii) All objections filed by the individual have been resolved by the court or the administrative tribunal and the disclosures being sought are consistent with that resolution.
  - iii) Or if the disclaimer is made in compliance with Michigan law.
- d. Not Limitation on Other Uses and Disclosures. The provisions of this section dealing with disclosures for judicial and administrative proceedings do not supersede other provisions of these privacy policies that otherwise permit or restrict uses of disclosures of protected health information.

#### 7. Disclosures for Law Enforcement Purposes.

- a. Delivery to Privacy Officer. Any member of Ottawa County's workforce who receives a request, or proposes, to disclose protected health information for law enforcement purposes must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies and Michigan law. The use or disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee, unless otherwise required by law.
- b. Pursuant to Process and As Otherwise Required by Law. An authorized member of Ottawa County's affected workforce may disclose protected health information:
  - (1) As required by Michigan law including laws that require the reporting of certain types of wounds or other physical injuries, except:
    - (a) For laws concerning a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect (see, Section VI.E.3.b.(1).); or,
    - (b) To the extent the disclosure is pursuant to a mandatory reporting law concerning reporting of abuse, neglect, or domestic violence and the disclosure complies with and is limited to the relevant requirements of that law (see, Section VI.E.4.b.(1).

- (2) In compliance with and as limited by relevant requirements of:
  - (a) A court order or court-ordered warrant, or a subpoena or summons issued by a judicial officer;
  - (b) A grand jury subpoena; or,
  - (c) An administrative request, including an administrative subpoena or summons, a civil or an authorized investigative demand, or similar process authorized under law, if disclosure is authorized or required by law.
- c. Limited Information for Identification and Location Purposes. Except for disclosures required by law as permitted by VI.E.7.b, VI.E.7.b, above, an authorized member of Ottawa County's affected workforce may disclose protected health information in response to a law enforcement official's request for such information for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person, provided that:
  - (1) Ottawa County may disclose only the following information:
    - (a) Name and address;
    - (b) Date and place of birth;
    - (c) Social Security number;
    - (d) ABO blood type and rh factor;
    - (e) Type of injury;
    - (f) Date and time of treatment;
    - (g) Date and time of death, if applicable; and,
    - (h) A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence of absence of facial hair (beard or moustache), scars, and tattoos.
  - (2) Except as stated in (1), above, a member of Ottawa County's workforce may not disclose for the purposes of identification or location under this section any protected health information related to the individual's DNA or DNA analysis, dental records, or typing, samples or analysis of body fluids or tissue, unless otherwise authorized or required by Michigan law.
- d. Victims of a Crime. Except for disclosures required by law as permitted by VI.E.7. b, VI.E.7.b, above, an authorized member of Ottawa County's affected workforce may disclose protected health information in response to a law enforcement official's request for such information about an individual who is or is suspected to be a victim of a crime, other than disclosures that are subject to Section VI.E.7.b, VI.E.7.b, and Section VI.E.7.c, if:
  - (1) If the individual agrees to the disclosure; or,
  - (2) Ottawa County is unable to obtain the individual's agreement because of

incapacity or other emergency circumstance, provided that the disclosure is otherwise authorized or required by Michigan law.

- e. Decedents. An authorized member of Ottawa County's affected workforce may disclose protected health information about an individual who has died to a law enforcement official for the purpose of alerting law enforcement of the death of the individual if Ottawa County has a suspicion that such death may have resulted from criminal conduct, or if such notice is otherwise required by Michigan law.
- f. Crime on the Premises. An authorized member of Ottawa County's may disclose to a law enforcement official protected health information that he or she believes in good faith constitutes evidence of criminal conduct that occurred on the premises of Ottawa County.
- g. Reporting Crime in Emergencies. If Ottawa County is providing emergency health care in response to a medical or mental health emergency, other than on the premises of Ottawa County, an authorized member of Ottawa County's affected workforce may disclose protected health information to a law enforcement official if such disclosure appears necessary to alert law enforcement to:
  - (1) The commission and nature of a crime;
  - (2) The location of such crime or of the victim(s) of such crime; and,
  - (3) The identity, description, and location of the perpetrator of the crime.

If the member of Ottawa County's affected workforce believes the medical or mental health emergency is the result of abuse, neglect, or domestic violence of the individual in need of emergency health care, the preceding does not apply and any disclosure to a law enforcement official for law enforcement purposes is subject to Section VI.E.7.c of these privacy policies and if the disclosure is authorized or required by Michigan law.

#### 8. Uses and Disclosures About Decedents

- a. Delivery to Privacy Officer. Any member of Ottawa County's affected workforce who receives a request, or proposes, to use or disclose protected health information to a coroner, medical examiner, or funeral director must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Privacy Officer will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure may not occur until it has been approved by the Chief Privacy Officer or his/her designee.
- b. Coroners and Medical Examiners. An authorized member of Ottawa County's

affected workforce may disclose protected health information to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized or required by Michigan law.

c. Funeral Directors. An authorized member of Ottawa County's affected workforce may disclose protected health information to funeral directors consistent with applicable law, as necessary to carry out their duties with respect to the decedent. If necessary for funeral directors to carry out their duties, Ottawa County may disclose the protected health information prior to, and in reasonable anticipation of, the individual's death, in compliance with Michigan law.

~~e-9.d.~~ All uses and disclosures of information about decedents shall comply with the HIPAA Final Rule and the requirement of Michigan law, as may be directed by the Michigan Department of Community Health.

9-10. Uses and Disclosures for Cadaver Organ, Eye or Tissue Donation.

- a. Delivery to Privacy Officer. Any member of Ottawa County's authorized workforce who receives a request, or proposes, to use or disclose protected health information for purposes of cadaver, organ, eye or tissue donation must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure may not occur until it has been approved by the Chief Privacy Officer or his/her designee.
- b. Permitted Uses and Disclosures. An authorized member of Ottawa County's affected workforce may use or disclose protected health information to organ procurement organizations or other entities engaged in the procurement, banking or transplantation of Cadaveric organs, eyes or tissue for the purpose of facilitating organ, eye or tissue donation and transplantation, or authorized by Michigan law.

10-11. Uses and Disclosures for Research Purposes

- a. Delivery to Chief Privacy Officer. Any member of Ottawa County's affected workforce who receives a request, or proposes, to use or disclose protected health information for research purposes must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure may not occur until it has been approved by the Chief Privacy Officer or his/her designee.
- b. Permitted Uses and Disclosures. An authorized member of Ottawa County's affected workforce may use or disclose protected health information for research, regardless of the source of funding for the research, provided that:

- (1) Board Approval of a Waiver of Authorization. Ottawa County obtains documentation that an alteration to or waiver, in whole or in part, of the individual authorization required by Section VI.C.8 of these privacy policies for use and disclosure of protected health information has been approved by either:
  - (a) An Institutional Review Board (IRB) established in accordance with the federal regulations set forth in the HIPAA privacy rule; or,
  - (b) A privacy board that meets the requirements of the HIPAA privacy rule, see, 45 CFR §164.512(i)(1)(i)(B).

The documentation must include all of the information required by the HIPAA privacy rule, see, 45 CFR §164.512(i)(2), and the HIPAA Final Rule, and must comply with those provisions.

- (2) Reviews Preparatory to Research. Ottawa County obtains from the researcher representations that:
  - (a) Use or disclosure is sought solely to review protected health information as necessary to prepare a research protocol or for similar purposes preparatory to research;
  - (b) No protected health information will be removed from Ottawa County by the researcher in the course of the review; and,
  - (c) The protected health information for which use or access is sought is necessary for the research purposes.
- (3) Research on Decedent's Information. Ottawa County obtains from the researcher:
  - (a) Representation that the use or disclosure is sought is solely for research on the protected health information of decedents;
  - (b) Documentation, at the request of Ottawa County, of the death of such individuals; and,
  - (c) Representation that the protected health information for which use or disclosure is sought is necessary for the research purposes.

44.12. Uses and Disclosures to Avert a Serious Threat to Health or Safety.

- a. Delivery to Chief Privacy Officer. Any member of Ottawa County's affected workforce who receives a request, or proposes, to use or disclose protected health information to avert a serious threat to health or safety must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy

Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure may not occur until it has been approved by the Chief Privacy Officer or his/her designee.

- b. Permitted Uses and Disclosures. An authorized member of Ottawa County's affected workforce may, consistent with Michigan law and standards of ethical conduct, use or disclose protected health information, if the member of Ottawa County's affected workforce, in good faith, believes the use or disclosure:

- (1) Serious and Imminent Threat.

- (a) Is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and,

- (b) Is to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat; and,

- (c) Is otherwise authorized by Michigan law.

- (2) Law Enforcement.

Is necessary for law enforcement authorities to identify or apprehend an individual:

- (a) Because of a statement by an individual admitting participation in a violent crime that Ottawa County reasonably believes may have caused serious physical harm to the victim; or,

- (b) Where it appears from all the circumstances that the individual has escaped from a correctional institution or from lawful custody; and,

- (c) Is otherwise authorized by Michigan law.

- c. Uses and Disclosures Not Permitted

A use or disclosure pursuant to Section VI.E.11.b.(2)(a), above, concerning a statement of an individual may not be made if the information described in that section is learned by Ottawa County:

- (1) In the course of treatment to affect the propensity to commit the criminal conduct that is that basis for the disclosure under that section, or counseling or therapy; or,

- (2) Through a request by the individual to initiate or to be referred for the treatment, counseling, or therapy described in Section VI.E.11.b.(2)(a), above; unless,



- (3) The disclosure is required by Michigan law.

A disclosure made pursuant to Section VI.E.11.b.(2)(a), above, shall contain only the statement described in that section and the protected health information described in Section VI.F.7.c.(1) of these privacy policies, unless the disclosure of additional information is required by Michigan law.

42-13. Uses and Disclosures for Specialized Government Functions

- a. Delivery to Privacy Officer. Any member of Ottawa County's affected workforce who receives an a request, or proposes, to use or disclose protected health information for purposes of a specialized government function described in this Section VI.E.12 must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the use or disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure may not occur until it has been approved by the Chief Privacy Officer or his/her designee.

- b. Military and Veterans Activities

- (1) Armed Forces Personnel.

An authorized member of Ottawa County's affected workforce may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice in the *Federal Register* the following information:

(a) Appropriate military command authorities; and,

(b) The purposes for which the protected health information may be used or disclosed.

- (2) Foreign Military Personnel. An authorized member of Ottawa County's affected workforce may use and disclose the protected health information of individuals who are foreign military personnel to their appropriate foreign military authority for the same purposes for which uses and disclosures are permitted for Armed Forces personnel under the notice published in the *Federal Register*.

- c. National Security and Intelligence Activities.

An authorized member of Ottawa County's affected workforce may disclose protected health information to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities

authorized by the National Security Act, 50 U.S.C. 401 *et seq.*, and implementing authority, e.g., Executive Order 12333.

d. Protective Services for the President and Others.

An authorized member of Ottawa County's affected workforce may disclose protected health information to authorized federal officials for the provision of protective services to the President of the United States or other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 22 U.S.C. 2709(a)(3), or to for the conduct of investigations authorized by 18 U.S.C. 871 and 879.

e. Correctional Institutions and Other Law Enforcement Custodial Situations.

(1) Permitted Disclosures. An authorized member of Ottawa County's affected workforce may disclose to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual, if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- (a) The provision of health care to such individuals;
- (b) The health and safety of such individual or other inmates;
- (c) The health and safety of the officers or employees of or others at the correctional institution;
- (d) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- (e) Law enforcement on the premises of the correctional institution; and,
- (f) The administration and maintenance of the safety, security, and good order of the correctional institution.

(2) No Application After Release. For purposes of this provision, an individual is no longer an inmate when released on parole, probation, supervised release, or otherwise is no longer in lawful custody.

~~13.14.~~ 14. Disclosures for Workers' Compensation

a. Delivery to Chief Privacy Officer

Unless the use or disclosure has previously been approved by the Chief Privacy Officer, a member of Ottawa County's affected workforce who receives a

request, or proposes to disclose protected health information to comply with laws relating to workers compensation or other similar programs, must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee.

- b. Permitted Disclosures. An authorized member of Ottawa County's affected workforce may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illnesses.

#### 14.15. Disclosure to the Secretary of Health and Human Services

- a. Delivery to Chief Privacy Officer

Any member of Ottawa County's affected workforce who receives a request, or proposes to disclose protected health information to the Secretary of Health and Human Services must promptly deliver or otherwise communicate the request or proposal to the Privacy Officer prior to the disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the disclosure for compliance with these privacy policies. The use or disclosure should not occur until it has been approved by the Chief Privacy Officer or his/her designee.

- b. Permitted Disclosures. Acting through its Chief Privacy Officer or his/her designee, Ottawa County will permit access by the Secretary of Health and Human Services during normal business hours to its facilities, books, records, accounts and other sources of information, including protected health information, that are pertinent to ascertaining compliance with the applicable requirements of the HIPAA privacy rule. If the Secretary of Health and Human Services determines that exigent circumstances exist, such as when documents may be hidden or destroyed, Ottawa County will permit access by the Secretary of Health and Human Services at any time and without notice.

If any information required of Ottawa County under this section is in the exclusive possession of any other agency, institution, or person and that other agency, institution or person fails or refuses to furnish the information, the Chief Privacy Officer or his/her designee will so certify and set forth what efforts Ottawa County has made to obtain the information.

#### 15.16. Disclosures by Whistleblowers

A member of Ottawa County's affected workforce or a business associate may disclose protected health information, provided that:

- a. The workforce member or business associate believes in good faith that Ottawa

County has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services or conditions provided by Ottawa County potentially endangers one or more patients, workers, or the public; and,

b. The disclosure is to:

- (1) A health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of Ottawa County or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by Ottawa County; or,
- (2) An attorney retained by or on behalf of the workforce member or business associate for the purpose of determining the legal options of the workforce member or business associate with regard to the conduct described in Section a., above.

The disclosure does not need to be approved by the Chief Privacy Officer or his/her designee before it is made.

#### 46-17. Disclosures by Workforce Members Who are Victims of a Crime

A workforce member who is the victim of a criminal act may disclose protected health information to a law enforcement official, provided that:

- a. The protected health information disclosed is about the suspected perpetrator of the criminal act; and,
- b. The protected health information disclosed is limited to the following information:
  - (1) Name and address;
  - (2) Date and place of birth;
  - (3) Social Security number;
  - (4) ABO blood type and Rh factor;
  - (5) Type of injury;
  - (6) Date and time of treatment;
  - (7) Date and time of death, if applicable; and,
  - (8) A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence of absence of facial hair (beard or moustache), scars, and tattoos.

- c. The disclosure does not need to be approved by the Chief Privacy Officer or his/her designee before it is made.

47.18. Disclosures to Business Associates

- a. Delivery to Chief Privacy Officer.

Unless the use or disclosure has previously been approved by the Chief Privacy Officer or his/her designee, any member of Ottawa County's workforce who receives a request, or proposes, to disclose protected health information to a business associate of Ottawa County must promptly deliver or otherwise communicate the request or proposal to the Chief Privacy Officer or his/her designee prior to the disclosure being made. The Chief Privacy Officer or his/her designee will then oversee the use or disclosure for compliance with these privacy policies. The use or disclosure may not occur until it has been approved by the Chief Privacy Officer or his/her designee.

- b. Permitted Disclosures. Authorized members of Ottawa County's affected workforce may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on Ottawa County's behalf, if Ottawa County has a written contract with the business associate that meets the requirements of the HIPAA privacy rule.

**F. Uses and Disclosures for Marketing**

- 1. General Rule

Except as stated in section VI.F, below, a member of Ottawa County's affected workforce may not use protected health information for marketing without an authorization that meets the applicable requirements of Section VI.C of these privacy policies, except as stated in this Section VI.F.

Any use of protected health information for marketing without an authorization must be approved in advance by the Chief Privacy Officer or his/her designee.

- 2. Exceptions

An authorization does not need to be obtained if Ottawa County uses or discloses protected health information to make a marketing communication to an individual that:

- a. Occurs in a face-to-face encounter with the individual;
- b. Concerns products or services of nominal value (e.g., pens, refrigerator magnets); or,
- c. Concerns the health-related products and services of Ottawa County or of a third

party and the communication meets the applicable conditions stated below.

An authorized member of Ottawa County's affected workforce may disclose protected health information for purposes of such marketing communications to a business associate that assists Ottawa County with such communications.

### 3. Conditions

For a marketing communication to be permitted under Section VI.F.2, above, the following conditions must be met:

a. The communication must:

- (1) Identify Ottawa County as the party making the communication;
- (2) If Ottawa County has received or will receive direct or indirect remuneration for making the communication, prominently state that fact; and,
- (3) Except when the communication is contained in a newsletter or similar type of general communication device that Ottawa County distributes to a broad cross section of patients or other broad groups of individuals, contain instructions describing how the individual may opt out of receiving future such communication.

b. If Ottawa County uses or discloses protected health information to target the communication to individuals based on their health status or condition:

- (1) Ottawa County must determine prior to making the communication that the product or service being marketed may be beneficial to the health of the type or class of individual targeted; and,
- (2) The communication must explain why the individual has been targeted and how the product or services relates to the health of the individual.

c. Ottawa County must make reasonable efforts to ensure that individuals who decide to opt out of receiving future marketing communications are not sent future communications.

### 4. "Marketing" Defined.

a. General Rule. Except as stated in Section VI.F.4.b, below, for purposes of these privacy policies, "marketing" means to make a communication about a product or service a purpose of which is to encourage recipients of the communication to purchase or use the product or service.

b. Exception. Marketing does not include:

- (1) A communication that is made orally; or,

(2) A communication that is in writing and Ottawa County does not receive direct or indirect remuneration from a third party for making the communication; and

(3) The communication is made by Ottawa County:

(a) For the purpose of describing the entities participating in a health care provider network or health plan network, or for the purposes of describing if and the extent to which a product or service (or payment for that product or service) is provided by a entity covered by the HIPAA privacy rule or included in a plan of benefits; or,

(b) That are tailored to the circumstances of a particular individual and the communications are:

Made by Ottawa County as part of the treatment of the individual, and for the purposes of furthering the treatment of that individual; or,

Made by Ottawa County to an individual in the course of managing the treatment of that individual, or for the purpose of directing or recommending to that individual alternative treatments, therapies, health care providers, or settings of care.

## **G. Uses and Disclosures for Fundraising.**

### **1. General Rule**

An authorized member of Ottawa County's affected workforce may use, or disclose to a business associate or to an institutionally related foundation, the following protected health information for the purpose of raising funds for its own benefit, without an authorization meeting the requirements of Section VI.C of these privacy policies:

- a. Demographic information relating to an individual; and,
- b. Dates of health care provided to an individual.

Any use of protected health information for the purpose of raising funds for Ottawa County's benefit without an authorization must be approved in advance by the Chief Privacy Officer or his/her designee.

- 2. **Opting Out.** Any fundraising materials Ottawa County sends to an individual must include a description of how the individual may opt out of receiving any further fundraising communications.

Ottawa County must make reasonable efforts to ensure that individuals who decide to opt out of receiving future marketing communications are not sent future communications.

## H. Verification of Identity and Authority.

### 1. General Rule.

Prior to any disclosure of protected health information, the authorized member of Ottawa County's affected workforce who is making the disclosure must:

- a. Except with respect to disclosures under VI.D, "Uses and Disclosures Requiring an Opportunity for the Individual to Agree or to Object" of these privacy policies, verify the identity of a person requesting protected health information and the authority of that person to have access to protected health information under these privacy policies, if the identity of that person is not known to Ottawa County; and,
- b. Obtain any documentation, statements, or representations, whether oral or written, from the person requesting the protected health information when such documentation, statement, or representation is a condition of the disclosure under these privacy policies.

### 2. Personal Representatives

Unless the person and his or her authority is known to Ottawa County, the authorized member of Ottawa County's affected workforce who is making a disclosure to an individual's personal representative shall verify the person's identity by way of a government issued document with a picture (e.g., a driver's license, passport) and verify the person's authority (e.g., requiring a copy of a power of attorney, asking questions to establish relationship to a child.)

### 3. Conditions on Disclosures

If a disclosure is conditioned by these privacy policies on particular documentation, statements, or representations from the person requesting the protected health information, the authorized member of Ottawa County's affected workforce who is making the disclosure may rely, if such reliance is reasonable under the circumstances, on documentation, statements, or representations that, on their face, meet the applicable requirements.

In this regard:

- a. The conditions in Section VI.E.7.b.(2)(c) under "Disclosures for Law Enforcement Purposes" of these privacy policies may be satisfied by the administrative subpoena or similar process or by a separate written statement that, on its face, demonstrates that the applicable requirements have been met.
- b. The documentation required by Section VI.E.10.b.(1), "Board Approval of a Waiver of Authorization" of these privacy regulations, may be satisfied by one or



more written statements provided that each is appropriately dated and signed in accordance with the HIPAA privacy rule, 45 CFR §164.512(i)(2)(i)&(v).

#### 4. Identity of Public Officials

Ottawa County may rely, if such reliance is reasonable under the circumstances, on any of the following to verify identity when the disclosure of protected health information is to a public official or a person acting on behalf of a public official:

- a. If the request is made in person, presentation of an agency identification badge, other official credentials, or other proof of government status;
- b. If the request is made in writing, the request is on the appropriate government letterhead; or,
- c. If the disclosure is to a person acting on behalf of a public official, a written statement on appropriate government letterhead that the person is acting under the government's authority or other evidence or documentation of agency, such as a contract for services, memorandum of understanding, or purchase order, that establishes that the person is acting on behalf of the public official.

#### 5. Authority of Public Officials

Ottawa County may rely, if such reliance is reasonable under the circumstances, on any of the following to verify authority when the disclosure of protected health information is to a public official or a person acting on behalf of a public official:

- a. A written statement of the legal authority under which the information is requested, or , if a written statement would be impractical, on oral statement of such legal authority;
- b. If a request is made pursuant to legal process, warrant, subpoena, order or other legal process issued by a grand jury or a judicial or administrative tribunal is presumed to constitute legal authority.

#### 6. Exercise of Professional Judgment

The verification requirements of this section are met if a member of Ottawa County's affected workforce relies on the exercise of professional judgment in making a use or disclosure in accordance with Section VI.D, "Uses or Disclosures Requiring an Opportunity for the Individual to Agree or Object" of these privacy policies or acts on a good faith belief in making a disclosure in accordance with Section VI.E.11, "Uses or Disclosures to Avert a Serious Threat to Health or Safety" of these privacy policies.

### **I. How to Resolve Conflicting Consents and Authorizations.**

1. Comply with More Restrictive

If Ottawa County obtains an authorization or written legal permission from the individual for a disclosure of protected health information to carry out treatment, payment, or health care operations, Ottawa County may disclose that protected health information only in accordance with the more restrictive authorization, or other written legal permission from the individual.

2. Attempt to Resolve Conflict

Ottawa County may attempt to resolve a conflict between an authorization or other written legal permissions, from the individual by:

- a. Obtaining a new authorization from the individual for the disclosure; or,
  - b. Communicating orally or in writing with the individual in order to determine the individual's preference in resolving the conflict. Ottawa County must document the individual's preference and may only disclose protected health information in accordance with the individual's preference.
3. Communicate to Chief Privacy Officer. Any member of Ottawa County's affected workforce who encounters conflicting authorizations or other legal permissions must promptly communicate the situation and documents to the Chief Privacy Officer or his/her designee who will determine how Ottawa County should proceed.

**J. Prior Consents and Authorizations**

1. General Rule

Notwithstanding other sections of these privacy policies, Ottawa County may continue to use or disclose protected health information pursuant to an authorization or other express legal permission obtained from an individual permitting the use or disclosure of protected health information if:

- a. It was obtained prior to April 14, 2003;
  - b. It does not comply with Section VI.B, "Consent for Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations" or Section VI.C, "Uses and Disclosures for Which an Authorization is Required" of these privacy policies; and,
  - c. The use or disclosure complies with the conditions stated in Section VI.J.2, below.
2. Conditions
- a. For Treatment, Payment, or Health Care Operations. If the authorization or other

express legal permission obtained from an individual permits a use or disclosure for purposes of carrying out treatment, payment, or health care operations, Ottawa County may, with respect to protected health information it received before April 14, 2003, and to which the authorization or other express legal permission obtained from the individual applies, use or disclose such information for purposes of carrying out treatment, payment, and health care operations, provided that:

- (1) Ottawa County does not make any use or disclosure that is expressly excluded from the authorization or other express legal permission obtained from the individual; and,
- (2) Ottawa County complies with all limitations placed by the authorization or other express legal permission obtained from the individual.

b. For Purpose Other Than Treatment, Payment, or Health Care Operations. If the authorization, or other express legal permission obtained from an individual specifically permits a use or disclosure for a purpose other than to carry out treatment, payment or health care operations, Ottawa County may, with respect to protected health information that Ottawa County created or received before April 14, 2003, and to which the authorization, or other express legal permission obtained from the individual applies, make such use or disclosure, provided that:

- (1) Ottawa County does not make any use or disclosure that is expressly excluded from the authorization, or other express legal permission obtained from the individual; and,
- (2) Ottawa County complies with all limitations placed by the authorization, or other express legal permission obtained from the individual.

c. Research. In the case of an authorization, or other express legal permission obtained from the individual that identifies a specific research project that includes treatment of individuals:

- (1) If the authorization, or other express legal permission obtained from an individual specifically permits a use or disclosure for purposes of the project, Ottawa County may, with respect to protected health information that it created or received either before or after April 14, 2003, and to which the consent or authorization applies, make such use or disclosure for purposes of that project, provided that Ottawa County complies with all limitations placed by the authorization, or other express legal permission obtained from the individual.
- (2) If the authorization, or other express legal permission obtained from an individual is a general consent to participate in the project, and Ottawa County is conducting or participation in the research, Ottawa County may, with respect to protected health information that is created or received as part

of the project before or after April 14, 2003, make a use or disclosure for purposes of that project, provided that Ottawa County complies with all limitations placed by the authorization, or other express legal permission obtained from the individual.

- d. Agreed to Restriction. If, after April 14, 2003, Ottawa County agrees to a restriction requested by an individual under Section VII.A.1, "Restriction of Uses and Disclosures" of these privacy policies, a subsequent use or disclosure of protected health information that is subject to the restriction based on an authorization, or other express legal permission obtained from an individual, as given effect by Section VI.J.1, "Prior Consents and Authorizations" of these privacy policies, must comply with such restriction.

## **VII. RIGHTS OF INDIVIDUALS**

### **A. Right to Request Privacy Protection**

#### **1. Restriction of Uses and Disclosures**

- a. Generally. Ottawa County will permit an individual to request that Ottawa County restrict:
  - (1) Uses and disclosures of protected health information about the individual to carry out treatment, payment or health care operations; and,
  - (2) Disclosures permitted under Section VI.D.3, "Persons Involved in the Individual's Care; Notification" of these privacy policies, for involvement in the individual's care and notification purposes.

Whether or not Ottawa County will agree to the restriction will be determined by the Chief Privacy Officer or his/her designee. If a restriction is agreed to, a written or electronic record of that restriction shall be retained by Ottawa County for six years from the date of its creation or the date when it was last in effect, whichever is later.

If Ottawa County agrees to a restriction, the protected health information shall not be used or disclosed in violation of such restriction, except that, if the individual who requested the restriction is in need of emergency treatment and the restricted protected health information is needed to provide the emergency treatment, the restricted protected health information may be used by Ottawa County, or may be disclosed by an authorized member of Ottawa County's affected workforce to a health care provider, to provide such treatment to the individual. If the information is disclosed to a health care provider for emergency treatment, the member of Ottawa County's affected workforce making the disclosure shall request that health care provider not further use or disclose the information.

A restriction agreed to by Ottawa County under this Section VII.A.1.a is not effective to prevent uses or disclosures:

- (a) To the individual when requested by the individual pursuant to the individual's right of access to the information (see, Section VII.B, "Right of Access").
- (b) When the use or disclosure does not require an authorization, or opportunity to agree or object is not required (see, Section VI.E, "Uses and Disclosures for which Consent, an Authorization, or an Opportunity to Agree or Disagree is Not Required").

b. Termination of Restriction. Ottawa County may terminate its agreement to a restriction under this Section VII.A.1, if:

- (1) The individual agrees to or requests the termination in writing;
- (2) The individual orally agrees to the termination and the oral agreement is documented in the patent or client's records; or,
- (3) Ottawa County informs the individual that it is terminating its agreement to the restriction, except that such termination shall be effective only with respect to protected health information created or received after Ottawa County has so informed the individual.

## 2. Restriction on Means and Location of Communications.

a. Generally. Ottawa County shall permit individuals to request and, subject to the conditions stated below, shall accommodate reasonable requests by individuals to receive communications of protected health information from Ottawa County by alternative means or at alternative locations.

The request by the individual to receive communications by alternative means or at alternative locations must be in writing.

b. Conditions. Ottawa County's accommodation of such requests shall be conditioned on:

- (a) When appropriate, information as to how payment, if any, will be handled; and,
- (b) Specification by the individual of an alternative address or other method of contact.

Ottawa County shall not require an explanation from the individual as to the basis for the request as a condition of providing communications on a confidential basis.

## **B. Right of Access**

### 1. Generally

Except when access is denied under Section VII.B.5 , “Denial of Access” of these privacy policies, an individual shall have a right of access to inspect and obtain a copy of protected health information about the individual for as long as the protected health information is maintained in that record set except for:

- a. Psychotherapy notes;
- b. Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.
- c. Protected health information subject to the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. Section 263a, to the extent the provision of access to the individual would be prohibited by law.

### 2. Request for Access.

The individual’s request for access must be submitted in writing to the Chief Privacy Officer or his/her designee.

### 3. Action on Request for Access.

#### a. Time Limits for Action.

The Chief Privacy Officer or his/her designee shall act on a request for access no later than thirty (30) calendar days after Ottawa County’s receipt of the request. However, if the request for access is for protected health information that is not maintained or accessible to Ottawa County on-site, the Chief Privacy Officer or his/her designee shall act on the request for access no later than sixty (60) calendar days after Ottawa County’s receipt of the request.

If the Chief Privacy Officer or his/her designee is unable to take an action on the request within the applicable time required by the preceding paragraph, the Chief Privacy Officer or his/her designee may extend the time for the action by no more than thirty (30) calendar days, provided:

(1) Within the applicable time required by the preceding paragraph, the Chief Privacy Officer or his/her designee shall provide the individual with a written statement of the reason(s) for the delay and the date by which Ottawa County will complete its action on the request; and,

(2) Only one such extension shall be permitted on a request for access.

#### b. Inform Individual of Action on Request

If the request is granted, in whole or in part, the Chief Privacy Officer or his/her designee shall inform the individual of the acceptance of the request and provide the access requested in accordance with Section VII.B.4, below.

If the request is denied, in whole or in part, the Chief Privacy Officer or his/her designee shall provide the individual with a written denial, in accordance with Section VII.B.6.b, "Actions if Access is Denied," of these privacy policies.

#### 4. Providing Access

- a. Access. If the individual is granted access, in whole or in part, to protected health information, Ottawa County shall provide the access requested by the individual, including inspection and obtaining a copy, or both, of the protected health information about the individual in designated record sets. If the same protected health information that is the subject of a request for access is maintained in more than one designated record set or at more than one location, the protected health information will only be produced once in response to a request for access.

- b. Form and Format.

The protected health information will be provided to the individual in the form or format requested by the individual, if it is readily producible in that form or format. If it is not readily producible in that form or format, it shall be provided in a readable hard copy form or such other form or format as agreed to by Ottawa County and the individual or as required by law.

- c. Summary In Lieu of Access. The individual may be provided a summary of the protected health information requested, in lieu of providing access to the protected health information, or may be provided an explanation of the protected health information to which access has been provided, if:

(1) The individual agrees in advance to such a summary or explanation; and,

(2) The individual agrees in advance to the fees imposed, if any, by Ottawa County for such summary or explanation.

(2)d. d. If requested, and to the extent records will be readily producible in electronic format, in compliance with the HIPAA Final Rule.

- d.e. Time and Manner of Access.

Access shall be provided in a timely manner as stated in Section VII.B.3.a, "Action on Request for Access," of these privacy policies, including arranging with the individual for a convenient time and place to inspect or obtain a copy of the protected health information, or mailing the copy to the individual at the individual's request. Ottawa County may discuss the scope, format and other

aspects of the request for access with the individual as necessary to facilitate the timely provision of access.

e.f. Fees

If the individual requests a copy of the protected health information, or agrees to a summary or explanation of such information, Ottawa County shall impose charges as set forth in Appendix 6 to these privacy policies, as permitted by law.

5. Denial of Access

a. Unreviewable Grounds for Denial

Ottawa County may deny an individual access without providing the individual an opportunity for review, in any the following circumstances:

- (1) Information Is Exempted. The protected health information is exempted from the right of access as stated in Section VII.B.1, "Generally" of these privacy policies.
- (2) Inmates. When Ottawa County is acting under the direction of a correctional institution, Ottawa County may deny, in whole or in part, an inmate's request to obtain a copy of protected health information, if obtaining such copy would jeopardize the health, safety, security, custody, or rehabilitation of the individual or of other inmates, or the safety of any officer, employee, or other person at the correctional institution or reasonable for the transporting of the inmate or if denial is otherwise authorized by law.
- (3) Research. An individual's access to protected health information created or obtained by Ottawa County in the course of research that included treatment may be temporarily suspended for so long as the research is in progress, provided that the individual has agreed to the denial of access when consenting to participate in the research that includes treatment, and Ottawa County has informed the individual that the right of access will be reinstated upon completion of the research.
- (4) Information Obtained From Others. An individual's access may be denied if the protected health information was obtained from someone other than a health care provider under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information, if denial is otherwise authorized by law.

b. Reviewable Grounds for Denial. Ottawa County may deny an individual access, provided that the individual is given a right to have the denial reviewed as stated in Section VII.B.6.c, "Review of Denial" of these privacy policies, in any the following circumstances:

- (1) Endangerment. A licensed health care professional has determined, in the



exercise of professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person;

(2) Reference to Another Person. The protected health information makes reference to another person (unless such other person is a health care provider) and a licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to such other person; or,

(3) Personal Representative. The request for access is made by the individual's personal representative and a licensed health care professional has determined, in the exercise of professional judgment, that the provision of access to such personal representative is reasonably likely to cause substantial harm to the individual or another person.

## 6. Actions if Access is Denied

If an individual's access to protected health information is denied, in whole or in part, Ottawa County shall comply with the following:

a. Making Other Information Accessible. Ottawa County shall, to the extent possible, give the individual access to any other protected health information requested, after excluding the protected health information as which Ottawa County had the ground to deny access.

b. Written Denial. Ottawa County shall provide a written denial to the individual within the applicable time period stated in Section VII.B.6.c, "Review of Denial" of these privacy policies. The denial shall contain:

(1) The basis for the denial;

(2) If applicable, a statement of the individual's review rights, including a description of how the individual may exercise such review rights;

(3) A description of how the individual may complain pursuant to Ottawa County's complaint procedures or to the Secretary of Health and Human Resources, including the name or title, and the telephone number of the Ottawa County contact person or office designated to receive complaints.

(4) If Ottawa County does not maintain the protected health information that is the subject of the individual's request for access, and Ottawa County knows where the requested information is maintained, a statement informing the individual where to direct the request for access.

c. Review of Denial

If access is denied on a ground permitted under Section VII.B.5.b, “Reviewable Grounds for Denial” of these privacy policies, above, the individual shall have the right to have the denial reviewed by a licensed health care professional who is designated by the Chief Privacy Officer or his/her designee to act as a reviewing official and who did not participate in the original decision to deny.

The individual’s request for review shall be promptly referred to that designated reviewing official. The designated reviewing official shall then determine, within a reasonable period of time, whether or not to deny the access requested based on the standards stated in Section VII.B.5.b, “Reviewable Grounds for Denial” of these privacy policies.

The Chief Privacy Officer or his/her designee shall then promptly provide written notice to the individual of the determination of the designated reviewing official and implement the designated reviewing official’s determination.

## 7. Documentation

The Chief Privacy Officer or his/her designee shall maintain, or cause to be maintained, documentation of:

- a. The designated record sets that are subject to access by individuals; and,
- b. The titles of the persons or offices responsible for receiving and processing request for access by individuals.

The documentation shall be maintained by Ottawa County in written or electronic form for six years after the date of its creation or the date when it was last in effect, whichever is later.

## **C. Right to Request Amendment.**

### 1. Generally

Except when access is denied under Section VII.C.5, “Grounds for Denying the Amendment” of these privacy policies, an individual shall have a right to have Ottawa County amend protected health information or a record about the individual in a designated record set for as long as the protected health information is maintained in the designated record set.

### 2. Request for Amendment

The individual’s request for amendment must be submitted in writing to the designated medical records custodian and must state in the written request a reason to support the requested amendment. Individuals shall be informed in advance of these requirements in Ottawa County’s Notice of Privacy Practices.

### 3. Action on Request for Amendment

- a. Time Limits for Action. Ottawa County shall act on a request for access no later than sixty (60) calendar days after Ottawa County's receipt of the request.

If the designated medical records custodian is unable to take an action on the request within that sixty (60) day period, applicable time required by the preceding paragraph, Ottawa County may extend the time for the action by no more than thirty (30) calendar days, provided:

- (1) Within that sixty (60) day period, the designated medical records custodian shall provide the individual with a written statement of the reason(s) for the delay and the date by which Ottawa County will complete its action on the request; and,

- (2) Only one such extension shall be permitted on a request for amendment.

- b. Inform Individual of Action on Request. If the request for amendment is accepted, in whole or in part, the designated medical records custodian shall inform the individual of the acceptance of the request and make the amendment requested in accordance with Section VII.C.4.a, above, of these privacy policies.

If the request for amendment is denied, in whole or in part, the designated medical records custodian shall provide the individual with a written denial, in accordance with Section VII.C.6, "Actions if Amendment is Denied" of these privacy policies, and shall take the other actions required by that Section VII.C.6.

### 4. Accepting the Amendment

If the individual's request for amendment is accepted, in whole or in part, the designated medical records custodian shall:

- a. Making the Amendment. The designated medical records custodian shall make the appropriate amendment to the protected health information or record that is the subject of the request for amendment by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment.
- b. Informing the Individual. The designated medical records custodian shall inform the individual as stated in Section VII.C.3.b, "Inform Individual of Action on Request" of these privacy policies, that the amendment has been accepted and obtain the individual's identification of and agreement to have Ottawa County notify the relevant persons with the amendment needs to be shared in accordance with Section VII.C.4.c, below.
- c. Informing Others. The designated medical records custodian shall make a reasonable effort to inform and provide the amendment within a reasonable time

to:

- (1) Persons identified by the individual as having received protected health information about the individual and needing amendment;
- (2) Persons, including Ottawa County business associates, that Ottawa County knows have the protected health information that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual.

#### 5. Grounds for Denying the Amendment.

An individual's request to amend protected health information may be denied if the designated medical records custodian determines that the protected health information or record that is the subject of the request:

- a. Was not created by Ottawa County, unless the individual provides a reasonable basis to believe that the originator of the protected health information is no longer available to act on the requested amendment;
- b. Is not part of the designated record set;
- c. Would not be available for inspection (see, Section VII.B.1, "Generally" of these privacy policies); or,
- d. Is accurate and complete.

#### 6. Actions if Amendment is Denied

If an individual's requested amendment is denied, in whole or in part, Ottawa County shall comply with the following:

- a. Written Denial. The designated medical records custodian shall provide a written denial to the individual within the applicable time period stated in Section VII.C.3.a, "Time Limits for Action" of these privacy policies. The denial shall contain:
  - (1) The basis for the denial;
  - (2) The individual's right to submit a written statement disagreeing with the denial and how the individual may file such a statement;
  - (3) A statement that, if the individual does not submit a statement of disagreement, the individual may request that Ottawa County provide the individual's request for amendment and the denial with any future disclosures of the protected health information that is the subject of the requested amendment; and,

(4) A description of how the individual may complain to Ottawa County pursuant to Ottawa County's complaint procedure or to the Secretary of the United States Department of Health and Human Services. The description shall include the name or title and telephone number of the contact person or office designed by Ottawa County to receive complaints.

b. Statement of Disagreement

The individual may submit a written statement disagreeing with the denial of all or part of a requested amendment and the basis for such disagreement. The written statement must be not more than five (5) pages.

c. Rebuttal Statement

The Chief Privacy Officer or his/her designee, may prepare, or cause to be prepared, a written rebuttal of Ottawa County to the individual's statement of disagreement. If a rebuttal statement is prepared, a copy of it shall be provided to the individual who submitted the statement of disagreement.

d. Recordkeeping. As appropriate, the designated medical records custodian shall identify the record or protected health information in the designated record set that is the subject of the disputed amendment and append or otherwise link the individual's request for amendment, Ottawa County's denial of the request, the individual's statement of disagreement, if any, and Ottawa County's rebuttal, if any, to the designated record set.

e. Future Disclosures

(1) If a statement of disagreement has been submitted by the individual, Ottawa County will include the material appended in accordance with section VII.C.6.d, above, or, at the election of the Privacy Officer, an accurate summary of any such information, with any subsequent disclosure of the protected health information to which the disagreement relates.

(2) If the individual has not submitted a written statement of disagreement, Ottawa County will include the individual's request for amendment and its denial, or an accurate summary of such information, with any subsequent disclosure of the protected health information only if the individual has requested such action in accordance with Section VII.C.6.a.(3), "Actions if Amendment is Denied" of these privacy policies.

(3) When a subsequent disclosure described in (1) or (2), above, is made using a transaction that does not permit the additional material to be included with the disclosure, Ottawa County shall separately transmit the material to the recipient of the transaction.

## 7. Documentation

The Chief Privacy Officer or his/her designee shall maintain documentation of the titles of the persons or offices responsible for receiving and processing requests for amendment. The documentation shall be maintained by Ottawa County in written or electronic form for six (6) years after the date the notice was last in effect.

## D. Right to an Accounting of Disclosures

### 1. Right to Accounting

- a. General Rule. Except as stated in VII.D.1.b, “Exceptions” or VII.D.1.c “Suspension of Right for Certain Disclosures”, below, an individual shall have a right to receive an accounting of disclosures of protected health information made by Ottawa County in the six (6) years prior to the date on which the accounting is requested or for such shorter period as the individual may request.
- b. Exceptions. The right to an accounting of disclosures does not apply to the following types of disclosures:
  - (1) Pursuant to and in compliance with a consent that complies with Section VI.C, “Consent for Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations” (see: page 20) of these privacy policies, to carry out treatment, payment and health care operations;
  - (2) To individuals of protected health information about them;
  - (3) For national security or intelligence purposes as provided in Section VI.F.12.c, “National Security and Intelligence Activities” of these privacy policies);
  - (4) To correctional institutions or law enforcement officials as provided in Section VI.F.12.e, “Correctional Institutions and Other Law Enforcement Custodial Situations” of these privacy policies;
  - (5) That occurred prior to April 14, 2003.
- c. Suspension of Right for Certain Disclosures. An individual’s right to receive an accounting of disclosures to a health oversight agency (see, Section VI.F.5, “Uses and Disclosures for Health Oversight Activities” of these privacy policies) or to a law enforcement official (see, Section VI.F.7, “Disclosures for Law Enforcement Purposes” of these privacy policies) shall be temporarily suspended for the time specified by the agency or official, if the agency or official provides Ottawa County with a written statement that such an accounting to the individual would be reasonably likely to impede the agency’s activities and specifying the time for which such a suspension is required.

If the agency or official statement is made orally, the Chief Privacy Officer or his/her designee shall:

- (1) Document the statement, including the identity of the agency or official making the statement;
- (2) Temporarily suspend the individual's right to an accounting of disclosures subject to the statement; and,
- (3) Limit the temporary suspension to no longer than thirty (30) calendar days from the date of the oral statement, unless a written statement as described above is submitted during that time.

## 2. Content of the Accounting

The written accounting provided to the individual shall meet the following requirements:

- a. Except as otherwise stated in Section VII.D.1.b, "Exceptions" of these privacy policies, the accounting must include the disclosures of protected health information that occurred during the period the individual requests up to a maximum of six (6) years prior to the date of the request, including disclosures to or by business associates of Ottawa County.
- b. The accounting must include for each disclosure:
  - (1) The date of the disclosure;
  - (2) The name of the entity or person who received the protected health information and, if known, the address of such entity or person;
  - (3) A brief description of the protected health information disclosed; and,
  - (4) A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure; or, in lieu of such statement:
    - (a) A copy of the individual's written authorization pursuant to Section VI.D, "Uses and Disclosures for Which an Authorization is Required" of these privacy policies;
    - (b) A copy of a written request for disclosure by the Secretary of Health and Human Services under Section VI.F.14, "Disclosure to the Secretary of Health and Human Services" of these privacy policies, if any; or,
    - (c) A copy of a written request for disclosure under Section VI.F, "Uses and Disclosures for which Consent, an Authorization, or an Opportunity to Agree or Object is Not Required" of these privacy policies, if any.

- c. If, during the period covered by the accounting, Ottawa County has made multiple disclosures of protected health information to the same person or entity for a single purpose under Section VI.F.14, "Disclosure to the Secretary of Health and Human Services" or Section VI.F, "Uses and Disclosures for which Consent, an Authorization, or an Opportunity to Agree or Object is Not Required" of these privacy policies, or pursuant to a single authorization under Section VI.D, "Uses and Disclosures for Which an Authorization is Required" of these privacy policies, the accounting may with respect to such multiple disclosures, provide:

- (1) The information required by Section VII.D.2.b of these privacy policies, for the first disclosure during the accounting period;
- (2) The frequency, periodicity, or number of the disclosures made during the accounting period; and,
- (3) The date of the last such disclosure during the accounting period.

### 3. Provision of the Accounting.

- a. Time Limit to Provide the Accounting. The Chief Privacy Officer or his/her designee shall act on a request for an accounting no later than sixty (60) calendar days after Ottawa County's receipt of the request.

Within that sixty (60) day period, the Chief Privacy Officer or his/her designee shall:

- (1) Provide the individual with the accounting requested; or,
- (2) If the Chief Privacy Officer or his/her designee is unable to take an action on the request within that sixty (60) day period, the Chief Privacy Officer or his/her designee may extend the time for the action by no more than thirty (30) calendar days, provided:

Within that sixty (60) day period, the Chief Privacy Officer or his/her designee shall provide the individual with a written statement of the reason(s) for the delay and the date by which Ottawa County will provide the accounting; and,

Only one such extension shall be permitted on a request for amendment.

- b. Fee for Accounting. The first accounting to an individual in any twelve (12) month period will be provided to the individual without charge. For each subsequent request for an accounting by the same individual with the twelve (12) month period shall be as stated in Appendix F to these privacy policies; before charging the fee, however, the Chief Privacy Officer or his/her designee shall notify the individual in advance of the fee and provide the individual an opportunity to withdraw or modify the request for a subsequent accounting in order to avoid or reduce the fee.



- c. Documentation. The Chief Privacy Officer shall document and retain the following:

The information required to be included in an accounting under Section VII.D.2, “Content of Accounting” of these privacy policies, for disclosures of protected health information that are subject to an accounting;

The written accounting that is provided to the individual under this section; and,

The titles of the persons of offices responsible for receiving and processing requests for an accounting by individuals.

The documentation shall be maintained by Ottawa County in written or electronic form for six years after the date of its creation or the date when it was last in effect, whichever is later.

## **VIII. PERSONAL REPRESENTATIVES.**

### **A. General Rule**

Except as otherwise stated or permitted in these privacy policies, Ottawa County will treat a personal representative as the individual for purposes of these privacy policies, as provided for under Michigan law.

### **B. Adults and Emancipated Minors**

If, under Michigan law, a person has authority to act on behalf of an individual who is an adult or an emancipated minor in making decisions related to health care, Ottawa County will treat such person as a personal representative with respect to protected health information relevant to such personal representative.

### **C. Unemancipated Minors**

#### **1. General Rule**

If, under Michigan law, a parent, guardian, or other person acting *in loco parentis* has authority to act on behalf of an individual who is an unemancipated minor in making decisions related to health care or mental health care, Ottawa County will treat such person as a personal representative with respect to protected health information relevant to such personal representative.

#### **2. Exception**

Notwithstanding the general rule stated, above, a person will not be treated as a personal representative of an unemancipated minor, and the minor has the authority

to act as an individual, with respect to protected health information pertaining to health care services or mental health care services, if:

- a. The minor consents to such health care service or mental health care services; no other consent to such health care services or mental health care services is required by Michigan law, regardless of whether the consent of another person has also been obtained; and, the minor has not requested that such person be treated as the personal representative.
- b. The minor may lawfully obtain such health care service or mental health care service without the consent of a parent, guardian, or other person acting in loco parentis, and the minor, a court, or another person authorized by Michigan law consents to such health care service or mental health care service; or,
- c. A parent, guardian, or other person acting in loco parentis assents to an agreement of confidentiality between Ottawa County and the minor with respect to such health care service or mental health care service.

#### **D. Deceased Individuals**

If under Michigan law an executor, administrator, or other person has authority to act on behalf of a deceased individual or of the individual's estate, Ottawa County will treat that person as a personal representative under these privacy policies with respect to protected health information relevant to such person representation.

#### **E. Abuse, Neglect, Endangerment Situations**

Notwithstanding anything in these privacy policies to the contrary, Ottawa County may elect not to treat a person as the personal representative of an individual if:

1. Ottawa County has a reasonable belief that:
  - a. The individual has been or may be subjected to domestic violence, abuse, or neglect by such person; or,
  - b. Treating that person as the personal representative could endanger the individual; and
2. Ottawa County, in the exercise of professional judgment, decides that it is not in the best interest of the individual to treat the person as the individual's personal representative.

### **IX. DEFINITIONS**

#### **A. Authorized Member of Ottawa County's Workforce**

"Authorized member of Ottawa County's workforce" means a member of Ottawa County's affected workforce who has been authorized to take the action involved by: (a)

his or her job description; (b) a protocol established by the Chief Privacy Officer; or, (c) by the Chief Privacy Officer or his/her designee.

## **B. Business Associate**

“Business associate” means, with respect to Ottawa County, a person or other legal entity that:

1. On behalf of Ottawa County or an organized health care arrangement in which Ottawa County participates, but other than as a member of Ottawa County’s workforce, performs, or assists in the performance of:
  - a. A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and reprising; or,  
b. Any other function or activity regulated by the HIPAA privacy rule; or  
b-c. Any similar entity as may be defined under the HIPAA Final Rule.
2. Provides, other than as a member of Ottawa County’s workforce, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for Ottawa County, or for an organized health care arrangement in which Ottawa County participates, where the provision of such service involves the disclosure of individually identifiable health information from Ottawa County, or from another business associate of Ottawa County, to the person or legal entity.

However, in any of those situations, if a covered entity participating in a organized health care arrangement performs the function, activity or service for, on behalf of, or to the organized health care arrangement, that by itself does not make that covered entity a business associate of Ottawa County or any other covered entity participating in the organized health care arrangement.

## **C. Covered Entity**

“Covered entity” means a health plan, a health care clearinghouse, or a health care provider that is covered by the HIPAA privacy rule.

## **D. Designated Record Set.**

“Designated record set” means a group of records maintained by or for Ottawa County that is:

1. The medical records and billing records about individuals maintained by or for Ottawa County; or,
2. Used, in whole or in part, by or for Ottawa County to make decisions about individuals.

For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Ottawa County.

#### **E. Disclosure.**

“Disclosure” means the release, transfer, provision of access to, or divulging in any other manner of information outside Ottawa County.

#### **F. Health Care Operations.**

“Health care operations” means any of the following activities of Ottawa County to the extent that the activities are related to covered functions, and any of the following activities of an organized health care arrangement in which Ottawa County participates:

1. Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment;
2. Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
3. Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
4. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and,
5. Business management and general administrative activities of Ottawa County, including, but not limited to:
  - a. Management activities relating to implementation of and compliance with the

requirements of these privacy policies and the HIPAA privacy rule;

- b. Customer service;
- c. Resolution of internal grievances;
- d. Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is an entity covered by the HIPAA privacy rule or, following completion of the sale or transfer, will become an entity covered by the HIPAA privacy rule; and,
- e. Consistent with the applicable requirements of Section II.B, “De-Identification of Health Information” creating de-identified health information, fundraising for the benefit of Ottawa County, and marketing for which an individual authorization is not required.

## **G. Health Care**

“Health care” means care, services, or supplies related to the health or mental health of an individual.

“Health care” includes, but is not limited to, the following:

1. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and,
2. Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

## **H. Health Oversight Agency**

“Health oversight agency” means an agency or authority of the United States, a state, a territory, a political subdivision of a state or territory, or an Indian tribe that is authorized by law to oversee the health care system (whether public or private) or government programs in which health information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which health information is relevant.

“Health oversight agency” includes the employees or agents of such a public agency or its contractors or persons or entities to whom it has granted authority.

## **I. HIPAA Privacy Rule**

“HIPAA privacy rule” means 45 CFR Part 160 and 45 CFR Part 164 as amended from time to time, [all as set forth in the HIPAA Final Rule.](#)

## **J. Inmate**

“Inmate” means a person incarcerated in or otherwise confined to a correctional institution, including but not limited to the Ottawa County Adult Correctional Facility.

## **K. Law Enforcement Official.**

“Law enforcement official” means an officer or employee of any agency or authority of the United States, a state, a county, a municipality, a territory, or an Indian tribe, who is empowered by law to:

1. Investigate or conduct an official inquiry into a potential violation of law; or,
2. Prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

## **L. Payment**

“Payment” means the activities undertaken by Ottawa County to obtain reimbursement for the provision of health care that relate to the individual for whom health care is provided.

Payment” includes but is not limited to:

1. Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts) and adjudication or subrogation of health benefit claims;
2. Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance) and related health care data processing;
3. Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
4. Utilization review activities, including precertification and preauthorization of services, concurrent and retrospective review of services; and,
5. Disclosure to consumer reporting agencies of any of the following protected health information relating to collection of premiums or reimbursement:

Name and address;

Date of birth;

Social Security number;

Payment history;

Account number;

Name and address of Ottawa County.

**M. Psychotherapy Notes**

“Psychotherapy notes” means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of a conversation during a private counseling session or a group, joint or family counseling session and that are separated from the rest of the individual’s medical record.

“Psychotherapy notes” excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

**N. Secretary of Health and Human Services**

“Secretary of Health and Human Services” means the Secretary of the United States Department of Health and Human Services or any other officer or employee of that Department to whom the authority involved has been delegated.

**O. These Privacy Policies**

“These privacy policies” means these privacy policies adopted by Ottawa County concerning the protection of the privacy of protected health information.

**P. Treatment**

“Treatment” means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.

**Q. Use.**

“Use” means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of that information within Ottawa County.

**R. Affected Workforce.**

“Workforce” means employees, volunteers, trainees, students, and other persons whose conduct, in the performance of work for Ottawa County, is under the direct control of Ottawa County, whether or not they are paid by Ottawa County, and who are engaged in performing health care or payment activities on behalf of Ottawa County, or who have a role in administering these privacy policies.

Faxes containing patient or client records or information may be sent only by a person authorized to send Faxes.

**X. AMENDMENTS.**

These Policies and the County of Ottawa “Notice of Privacy Practices” may be amended, from time-to-time to comply with the requirements of the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the regulations under HIPAA, any applicable Michigan law that is more stringent than the HIPAA requirements, and to assure prompt, efficient, and effective compliance with the requirements of law.



## APPENDIX 1

### WORKFORCE CLASSIFICATIONS NEEDING ACCESS TO PROTECTED HEALTH INFORMATION

As may be designated for the respective departments by the Ottawa County Administrator, the Ottawa County Health Officer, the Executive Director of the Ottawa County Mental Health Agency, the Ottawa County Human Resources Director, the Ottawa County Information Technology Director, and/or the Chief Privacy Officer.

APPENDIX 2

ADMINISTRATIVE, TECHNICAL AND  
PHYSICAL SAFEGUARDS

None Additional

APPENDIX 3

PROTOCOLS FOR REQUESTS FOR  
PROTECTED HEALTH INFORMATION

None Additional

## APPENDIX 4

### LOCATIONS FOR NOTICES OF PRIVACY PRACTICES

The Offices of the Ottawa County Human Resources Director, all offices of the Ottawa County Health Department, all offices of the Ottawa County Community Mental Health Agency, and such other locations as may be directed by the Ottawa County Administrator.

APPENDIX 5

PROTOCOLS FOR ROUTINE OR RECURRING  
REQUESTS FOR PROTECTED HEALTH INFORMATION

None Additional

APPENDIX 6

FEES FOR PROVISION OF PROTECTED  
HEALTH INFORMATION

Fees shall be charged for the provision of copies of protected health information in accordance with the Ottawa County Freedom of Information Act Policy.

## EXHIBIT "C"

### **ELECTRONIC HEALTH INFORMATION SECURITY PROTOCOLS**

#### 1. PURPOSE

This document sets forth the electronic health information security protocols of the County of Ottawa ("Ottawa County"), and the standards by which all Ottawa County departments develop, implement, maintain and measure effective electronic health information security practices.

#### 2. SUPERSEDING EFFECT OF THIS DOCUMENT

This document supersedes previously published Ottawa County electronic health information security protocols, to the extent of any inconsistency.

Please review current security procedures, instructions and practices in light of these protocols. Continue those practices that are consistent with these protocols. Please inform the Chief Privacy Officer immediately if you are aware of any currently used procedures, instructions or practices that may be inconsistent with these protocols.

#### 3. BASIS FOR SECURITY PROTOCOLS

**These security protocols are based on an assessment of risks to the confidentiality, availability, and integrity of protected health information maintained by Ottawa County. Security policies, and specific security procedures developed to implement those policies, are based on that risk assessment, and an analysis of the probability and criticality of identified risks, the costs of security measures, technical resources available, and other business needs.**

##### 3.1 MODIFICATION AND EXCEPTIONS

Information security is an evolving science. Over time, we can expect many changes in technology, security threats and countermeasures available to safeguard the confidentiality, availability and integrity of protected health information. It is likely that these protocols will be modified from time to time. Any modifications will be based on a re-assessment and analysis of security risks, as described in section 1.4 above.

Exceptions to these protocols may be granted in unusual or special circumstances. Exceptions are only granted with the written approval of the Chief Privacy Officer. Any exceptions will be documented in writing, with a copy retained for six (6) years.

## 4 SECURITY PROTOCOLS

### 4.1 Information Security Policy Statement

Ottawa County will identify and evaluate the likelihood and consequences of threats to the security of protected health information and implement reasonable and appropriate measures to safeguard the confidentiality, availability, and integrity of that information.

Ottawa County will adopt and implement additional information security practices as needed to effect these protocols.

To the extent necessary, the protocols herein shall also be interpreted to cover “hard” or paper copies of protected health information.

### 4.2 Scope

These protocols applies to all members of the affected workforce.

All independent contractors who provide services that require access to the Computer Network will be required to adhere to this policy, as well to any Procedures established to support these protocols.

### 4.3 Regulatory Compliance

Ottawa County will safeguard information in a manner consistent with applicable requirements of federal, state and local law and regulations, including the final rule governing the security of health information systems enacted by the Department of Health and Human Services as required by HIPAA.

## 5. ORGANIZATIONAL MANAGEMENT OF SECURITY PROGRAM

### 5.1 Chief Privacy Officer

**By separate Resolution, the Ottawa County Board of Commissioners has designated a Chief Privacy Officer for Ottawa County.**

**The Chief Privacy Officer has overall responsibility for development and implementation of information security policies pertaining to electronically generated and stored protected health information and procedures for Ottawa County. The Chief Privacy Officer will have access to the County Administrator and other members of management, and to the Board of Commissioners of Ottawa County as needed to enable the Chief**



**Privacy Officer to inform the governing body of the actions and funding required to establish a reasonable and appropriate compliance program. With the agreement of the County Administrator, the Chief Privacy Officer may delegate responsibility to develop and implement particular security procedures to another person or unit of Ottawa County. The Chief Privacy Officer will oversee the work of that person or unit, which will provide information and assistance to the Chief Privacy Officer as requested.**

## 5.2 Implementation of Technical Security Measures

The Ottawa County Information Technology Department (“the IT Department”) will work with and support the Chief Privacy Officer in the development and implementation of security measures required by these protocols.

The IT Department will report to the Chief Privacy Officer periodically, and as requested, about the status of implementation of technical security measures. In addition, the IT Department will report to the Chief Privacy Officer in a timely manner about any difficulties it experiences implementing security protocols, possible security risks, Computer Network activity, and serious security incidents.

The IT Department will oversee the deployment of a network topology and configuration that supports the requirements of this policy. It will maintain an inventory of all network resources (including but not limited to workstations, servers, routers and firewalls) to provide an accurate map of the Ottawa County infrastructure. This inventory will be used as the basis for current and future risk assessment and audits.

The IT Department will develop and implement standard Security Procedures that document acceptable and secure configurations for all network devices including workstations, servers, routers, switches and firewalls. The security procedures will support the provisions of these protocols and reflect best practices for information security.

The IT Department will provide ongoing support and maintenance of the information technology infrastructure in such a way as to support the requirements of this policy and related documents

and will ensure that administrative and technical safeguards are not modified, disabled or circumvented without the written consent of the Chief Privacy Officer.

### 5.3 Responsibility of Users

All users of the computer network and other information system resources provided by Ottawa County having access to protected health information are required to follow these security protocols, and accompanying policies and procedures.

Users must immediately report any suspicious, unauthorized or malicious activity involving Ottawa County information technology infrastructure to the IT Department.

Users must immediately report suspected network, hardware or software security vulnerabilities to the IT Department. Users must not attempt to demonstrate or exploit suspected security vulnerabilities; only authorized security personnel can conduct this activity.

Users may not download, or use hardware or software security or “hacker” tools while connected to the Ottawa County network unless authorized to do so by the IT Department.

## 6. WORKFORCE SECURITY

### 6.1 Personnel Screening Policy

Background checks and pre-employment validation of references will be conducted in accordance with the Policies of the Ottawa County Human Resource Department.

Ottawa County may, at its discretion, conduct additional background checks of any prospective or current member of the affected workforce who will have ongoing administrator level access to the computer network, play a key role in safeguarding the computer network or Protected health information, or have ongoing access to protected health information.

### 6.2 Terms and Conditions of Participation in the Workforce

**The terms and conditions of employment will require adherence to these security protocols and related security procedures or requirements.**

Independent contractors and volunteers who provide services to Ottawa County are required to agree to abide by these security protocols, and by related security procedures or requirements that may be established by Ottawa County.

### 6.3 Clear Desk and Screen Policy

All members of the affected workforce are required to remove protected health information from their desks whenever their work area is unattended and unlocked.

All workstation screens must be clear of protected health information when unattended to prevent inadvertent or deliberate viewing by unauthorized individuals.

Screensavers on all workstations will be configured to hide content on workstation screens after an idle period of fifteen (15) minutes. A password will be required to unlock the screen.

### 6.4 Security Awareness Training

All members of the affected workforce having access to protected health information, will participate in a training program about the need to safeguard protected health information and these security protocols.

The Chief Privacy Officer, working with the IT Department, will develop a security awareness program to remind the Workforce of these policies and Ottawa County procedures for safeguarding protected health information. Security reminders will be distributed to all members of the affected workforce at reasonable intervals.

### 6.5 Technical Security Training

Personnel directly involved in the design, deployment, maintenance and security of the information technology infrastructure will be given security specific training to enable them to develop the expertise necessary to maintain that infrastructure in a manner consistent with the provisions of this policy and best practices for information security.

### 6.6 Verification of Authority

Ottawa County employees will verify the identity and authority of all individuals requesting information about, or access to, the Ottawa County information technology infrastructure.

Suspicious requests should be immediately reported to the IT Department .

## 6.7 Sanctions for Non-Compliance

Members of the workforce who knowingly violate these security protocols or related security procedures will be subject to sanction by Ottawa County. Employees will be subject to disciplinary action up to and including dismissal. Non-employees may be subject to termination of their business relationship with Ottawa County.

## 6.8 Termination of Access Privileges

The Human Resources Department will immediately notify the IT Department when a member of the affected workforce has been separated from service due to retirement, resignation, or termination. If supervisors have advance notice of a termination, they will immediately inform the IT Department of the effective date of termination.

When notified of a termination, the IT Department will disable all the individual's access to the computer network.

# 7. RISK ASSESSMENT, ANALYSIS & MANAGEMENT

## 7.1 Risk Assessment

Ottawa County will conduct risk assessments to identify threats to the security of the computer network and the confidentiality, availability, and integrity of its information. Risk assessments will be made periodically, to enable Ottawa County to make informed decisions about measures to be used to safeguard its computer network and protected health information, based on accurate and current information.

Ottawa County decisions about the design, deployment, maintenance, administration and growth of the information technology infrastructure will be guided by its security risk assessments.

## 7.2 Risk Assessment & Analysis Procedure

The Chief Privacy Officer will be responsible for developing and implementing a documented risk assessment procedure, taking into consideration existing models for risk assessment and best practices at the time of each assessment.

The Chief Privacy Officer may solicit input from each department of Ottawa County having access to protected health information to ensure that the risk assessment identifies all critical information assets and resources, considers all existing and proposed technologies (and the life cycle of those technologies), and the security interests of the entire organization.

The Chief Privacy Officer may choose to establish a small representative work group of subject matter experts to advise the risk assessment and analysis process. Department heads and supervisors will cooperate in this process.

The risk assessment will identify all key information assets, potential threats to those assets, and the likelihood and consequences of loss of confidentiality, integrity or availability of information. The Chief Privacy Officer and others involved in the risk assessment may recommend actions to be taken by Ottawa County to ensure that reasonable and appropriate measures are in place to safeguard protected health information.

Risk assessment will be an ongoing process. A full risk assessment and analysis will be conducted periodically, in accordance with a schedule established by the Chief Privacy Officer and approved by the IT Director.

### 7.3 Data Classification

In the course of the conduct of risk assessment, the Chief Privacy Officer may assure that records are appropriately classified and safeguarded based upon the need for confidentiality, availability and integrity of the protected health information.

### 7.4 Risk Management

Ottawa County will utilize a comprehensive risk management program to protect the confidentiality, integrity and availability of electronic health information. The components of that program may include physical and logical security mechanisms developed, implemented, maintained, and updated following a documented risk assessment process.

## 8 ACCESS CONTROL

### 8.1 Minimum Necessary Standard

Users will be granted privileges to access protected health information only to the extent necessary to enable users to perform their work for Ottawa County. This principle applies to protected health information in both electronic and printed form.

Access privileges will be enforced by technical controls in the computer network to the extent feasible.

### 8.2 Unique User Identification

All users, including administrators and vendors, will be assigned unique user IDs in order to produce a reliable audit trail.

### 8.3 Remote Access

**Remote access to the computer network will be granted only to those individuals with a legitimate business need for such access.**

Remote access will only be allowed using computing devices approved for use by the IT Department and configured according to procedures established by the IT Department.

At the discretion of the IT Department and the Chief Privacy Officer, Ottawa County may implement technical methods to safeguard against unauthorized remote access and interception of data.

Remote users may not establish multiple, simultaneous connections to the computer network, unless authorized by the Chief Privacy Officer.

### 8.4 Remote Access Request Procedure

All requests for remote access to the computer network must be submitted to the IT Department. The appropriate supervisor of the person seeking remote access must approve the request.

All requests for remote access, and supervisor approval of requests, must be documented in written or electronic form. The IT Department will retain copies of remote access requests.

Remote access rights will be granted based on the availability of system resources. Any dispute regarding a remote access request will be resolved by the Chief Privacy Officer.

#### 8.5 User Access Privileges

Individual user access privileges may be modified from time to time, as users change assignments, departments and/or locations. The IT Department will periodically review access privileges against user work assignments to verify the appropriateness of access rights granted to members of the affected workforce. All access privileges found to exceed those commensurate with a user's current assignment will be suspended until the user's access privileges are validated by the appropriate supervisor.

### 9. APPROPRIATE USE OF COMPUTER NETWORKS

#### 9.1 Business Purposes

**The computer network made available to users is intended for use to support the business of Ottawa County and to help users do their work.**

**The computer network is to be used for business purposes only.**

#### 9.2 Adherence to Ottawa County Policies

Users will comply with the Computer Access by Non-Employees Policy, the Computer Software Privacy Policy, the Electronic Mail and Privacy Use Policy, the Internet Use Policy, and other Ottawa County policies pertaining to computer use.

### 10. NETWORK ARCHITECTURE

The computer network will be designed, implemented, maintained and secured in a manner consistent with best practices for information security and the policies of Ottawa County in order to safeguard protected health information that is stored on or traverses the network.

#### 10.1 Security Gateways

The computer network will be segregated and protected from all “open” networks including the Internet and extranets by appropriate gateways, firewalls and other security devices.

#### 10.2 Architectural Reviews

The IT Department will periodically review the network topology and identify vulnerabilities and areas of risk introduced by changes in topology, new technologies and then current information about security threats and available countermeasures.

#### 10.3 Device Configuration

Network components, including routers, switches and firewalls, will be configured in a manner consistent with Best Practices for Information Security.

#### 10.4 Wireless Networks

Wireless (802.11a, b, g, Bluetooth®, etc.) access to the Ottawa County information security infrastructure, or the addition of wireless Local Area Networks (LANs) are prohibited unless specifically approved by the Chief Privacy Officer.

### 11. SYSTEM SECURITY

#### 11.1 Server Configuration

**Servers will be configured, deployed, maintained and administered in a manner consistent with best practices for information security and in accordance with guidelines established by the IT Department.**

#### 11.2 System Administration Privileges

System administration privileges will be given only to those individuals with a verifiable and approved business need for such privilege levels.

System Administrators must be registered with the IT Department.



### 11.3 Application Level Security

All applications deployed on the Ottawa County computer network shall be designed, deployed, configured, maintained and secured in a manner consistent with best practices for information security, the provisions of this policy and the requirements established by the IT Department.

Application level security controls, including access lists and privilege levels, will be activated and updated as necessary.

### 11.4 Workstation Security

All workstations will be configured, deployed, maintained and secured in a manner consistent with best practices for information security and in accordance with the provisions of this policy and the requirements established by the IT Department.

All workstations will be configured to automatically lock after a period of inactivity of no more than fifteen (15) minutes. A user ID and password will be necessary to unlock timed-out workstations.

Workstation configurations will be locked by an administrator level password to prevent inadvertent or deliberate disabling of security settings.

Multiple Network Interface Cards (NICs) are prohibited to prevent simultaneous network connections, unless specifically authorized by the Chief Privacy Officer.

The use of dial-up modems and remote control software (pcAnywhere® Netop®, etc.) must be approved by the Chief Privacy Officer.

### 11.5 Patch Management

Software patches to safeguard the security of operating systems, applications, servers, workstations and network devices will be kept current and continuously maintained.

The IT Department will develop and implement a documented Patch Management Procedure.

Users will cooperate with the IT Department in efforts to maintain patch levels of portable computers or other portable devices.

### 11.6 Malicious Software Control

All workstations and all appropriate servers will have current “malware” protection enabled to prevent infections by: computer worms, viruses, Trojan horses, “spyware” and other malicious software.

All incoming electronic mail will be filtered for the presence of malware, malicious executable files and other damaging content.

#### 11.7 Audit Controls

*The IT Department will implement mechanisms to record and examine activity in the computer network, and to monitor access to protected health information. Intrusion detection software will be installed to monitor attempts to access the computer network from outside. Audit logs will be reviewed regularly to identify possible security incidents.*

The IT Department will report any security incident to the Chief Privacy Officer. Any systematic attack on or compromise of the computer network will be reported immediately.

### 12 *USER IDENTIFIERS AND PASSWORDS*

#### 12.1 Password Sharing

Passwords are confidential and must not be shared with others.

#### 12.2 Initial Use of Password

All authorized users will be issued a temporary password. The first time a user logs into a system they will be prompted to change that password to something they select.

#### 12.3 Password Policy

Users will follow the IT Department policy on the selection and use of passwords.

### 13. *DATA BACK-UP*

#### 13.1 Data Back-Up Procedure

The IT Department will develop and implement a data back-up procedure and schedule for all critical Ottawa County systems.

#### 13.2 Data Back-Up Frequency

Data will be backed-up and archived at sufficient intervals to ensure critical data can be restored and recovered.

#### 13.3 Storage of Back-Up Media

Back-up media will be stored in a manner consistent that protects it from tampering, theft, fire and flood. Off-site storage of back-up media will be utilized whenever possible.

### 14 *DISPOSAL OF HARDWARD AND ELECTRONIC MEDIA*

#### 14.1 Sanitizing Hard Disk Drives

The IT Department will remove or sanitize all hard disk drives before any Ottawa County computer may be reissued, sold or discarded.

#### 14.2 Storage of Retired Hard Disk Drives

Removed hard drives will be stored in a secured area until they can be sanitized or destroyed

#### 14.3 Removable Media

All removable media including floppy disks, CDs, DVDs, cassettes and flash drives, that may contain protected health Information must be destroyed or sanitized in a manner consistent with requirements established by the IT Department before being discarded.

### 15. PHYSICAL SECURITY

Ottawa County recognizes the importance of reasonable and prudent physical security measures to protect the safety of our employees and to safeguard our information technology infrastructure.

#### 15.1 Identification Badges

All members of the affected workforce having access to secure access containing protected health information will wear and display an identification badge issued by Ottawa County.

Anyone not displaying the required identification badge should be challenged.

#### 15.2 Facility Access Controls

Access to all areas containing critical components of the Ottawa County information technology infrastructure will be restricted to those with a verifiable and approved business need to have such access.

#### 15.3 Physical Security of Network Access Points

“Wiring closets” and other areas that can afford access to the Ottawa County information technology infrastructure via jacks, switches, hubs, routers or other components must be secured at all times.

#### 15.4 Disabling Physical Security Safeguards

The disabling or circumvention of physical security measures is prohibited.

#### 15.5 Computer Screen Positioning

Users will position computer screens in a manner that prevents accidental display of protected health information to unauthorized individuals.

### 16. BUSINESS CONTINUITY PLANNING

Ottawa County wishes to ensure that it will be able to continue its business and access its information without unacceptable delay in the event of an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages its computer network. To that end, Ottawa County will establish and routinely test a documented business continuity and disaster recovery plan.

The Chief Privacy Officer will be responsible for developing the business continuity and disaster recovery plan.

The plan will:

- Establish procedures for emergency access to facilities;
- Identify applications and data that are critical to resumption of business operations;
- Identify sources for most recent backup copies of data;
- Identify “mirror” sites (if any) to be used to enable immediate resumption of business activities;
- In the absence of a “mirror” site, identify “hot” or “warm” sites that will provide computer resources required to enable resumption of business activities;
- Establish procedures to restore lost data;
- Establish procedures for operation of critical business processes pending full recovery from the emergency;
- Establish procedures to safeguard protected health information pending full recovery from the emergency.

**The Chief Privacy Officer will review the Business Continuity and Disaster Recovery Plan periodically, test the procedures described in the plan, and revise the plan as needed.**

## *17. SECURITY INCIDENT REPORTING*

All users share in the responsibility of protecting protected health information. Users must report any suspicious, unauthorized or malicious activity that might affect the security of the computer network or the confidentiality, availability or integrity of [rotected health information to the IT Department as soon as it is discovered.

### *17.1 Incident Response Procedure*

The IT Department will develop a documented incident response procedure that is designed to identify and isolate suspicious activity and contain, and recover from, network damage resulting from any security incident.

### *17.2 Computer Incident Response Team (CIRT)*

The IT Department will establish a Computer Incident Response Team (CIRT) to respond to major security incidents. The CIRT will have sufficient training to understand the basic principles of investigation of security incidents and preservation and management of forensic evidence.

## 18. INTERNAL AUDITS

### 18.1 Scope and Frequency

The Chief Privacy Officer will conduct periodic audits of administrative, physical and technical safeguards of protected health information to ensure that those safeguards are adequate, consistent and enforced. The IT Department will assist the Chief Privacy Officer in the conduct of these audits.

The audits will be conducted with sufficient scope and frequency to provide a meaningful benchmark of compliance to this policy.

### 18.2 Audit Findings

The Chief Privacy Officer will provide summaries of audit findings to the Ottawa County Administrator.

### 18.3 Cooperation with Internal Audits

All members of the affected workforce, as well as vendors and consultants, are required to cooperate with security audits.

## 19. DESIGNATION OF IT DIRECTOR

For purposes of technical compliance, the IT Director may function in the capacity of the “Chief Privacy Officer” under these Security Protocols.

## GLOSSARY

**The following definitions apply to terms used in these Security Protocols:**

**Availability** means ensuring that information and vital services are accessible when required.

**Best Practices for Information Security** means commonly accepted and effective approaches to securing Computer Networks that are reasonable and appropriate for Ottawa County to implement, based on its security risk assessment, the likelihood and consequences of a breach of security, resources available, and cost.

**Computer Network** is the local and wide area networks, computers, communications devices, software systems, applications, electronic mail, and other systems operated by or on behalf of [Abbreviated Name] that are used to enable Ottawa County and Users to store, process, and use information in electronic form, and to facilitate communications among members of the Affected Workforce and to third parties. The Computer Network includes the Information Technology Infrastructure.

**Firewall** means a computing device that controls by protocol, source and destination the traffic between two networks or network segments.

**Gateway** means a computing device that separates a private network from an open network (like the Internet) and controls the type of electronic traffic that passes through it. May be a firewall, router or other device.

**Information Technology Infrastructure** means the physical, logical and support components of a Computer Network including computers, software, databases, network devices, cabling, telephony systems, power supplies and environmental controls.

**Integrity** means safeguarding the accuracy and completeness of information and computer software and services.

**Policy** means a high-level and broad statement of goal, principle, intent, position, plan or course of action made to govern and guide the administration of operations and programs.

**Procedure** means a specific set of administrative or technical instructions that provides the high level of detail required to implement and support a policy.

**Proprietary Information** means trade secrets and information about the business plans, finance, legal status, or operation of Ottawa County that is not in the public domain, access to, use, and disclosure of must be controlled by Ottawa County.

**Risk Assessment** means a formal process conducted to identify and quantify potential threats to an organization and the costs and benefits of developing methods of mitigating those threats.

**Security Incident** means an attempt that creates a substantial risk of or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate Computer Networks or servers.

**User** means a member of the Workforce of other person that accesses, utilizes, modifies or otherwise manipulates information stored on computers operated by or on behalf of [Abbreviated Name].

**Virtual Private Network (VPN)** means a remote connection method that facilitates secure connectivity to closed network by creating an encrypted path through an open network like the Internet.

**Affected Workforce** means directors, officers, employees, volunteers, trainees, and other persons (i) whose conduct, in the performance of work is under the control of Ottawa County and (ii) who have access to protected health information, in the course and scope of their duties.

# Action Request



**Committee:** Board of Commissioners  
**Meeting Date:** 09/30/2021  
**Requesting Department:** Administration  
**Submitted By:** Regina MacMillan  
**Agenda Item:** Drone Purchase and Usage Policy

**Suggested Motion:**

To approve the Drone Purchase and Usage Policy (first reading).

**Summary of Request:**

County policies require periodic review and updates. This request is to review the Drone Purchase and Usage Policy for a first and second reading before final approval.

**Financial Information:**

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

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

**Action is Related to Strategic Plan:**

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 09/21/2021

Planning and Policy Committee

## **Drone Purchase and Usage Policy**

### **I. Policy**

*The safety and security of Ottawa County citizens and property are of importance to the County as is an abatement of any liability that might ensue to the taxpayers from County operations. As a result, no department, officer, agent, or employee may purchase or use a drone, subject to the following exceptions:*

- A. The drone usage is by the Sheriff's Office subject to the Sheriff's policies on drone usage; or*
- B. The Administrator expressly authorizes the purchase, including the reasons for its use; and*
- C. The drone's registration and other identifying data and purpose are filed with the Ottawa County, Michigan Insurance Authority for insurance purpose; and*
- D. Any operator has adequate training, knowledge and demonstrated ability to use the drone; and*
- E. Efforts are made, if possible, to minimize drone usage over private property or citizens.*

### **II. Statutory References**

*MCL 46.11(l) authorizes the County Board of Commissioners to make rules and regulations regarding County Property.*

### **III. County Legislative or Historical References**

*Board of Commissioners Resolution Number and Policy Adoption Date:*

*Board of Commissioners Review Date and Resolution Number:*

*Name and Date of Last Committee Review:*

*Last Review by Internal Policy Review Team: August 5, 2021*



#### **IV. Procedure**

*To ensure compliance with this policy, County officers, agents and employees should advise individuals who appear to be violating the restriction and to refer any enforcement to the Administrator or Corporation Counsel.*

#### **V. Review Period**

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

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	09/30/2021
<b>Requesting Department:</b>	Administration
<b>Submitted By:</b>	Regina MacMillan
<b>Agenda Item:</b>	Photography in County Buildings Policy

**Suggested Motion:**

To approve the Photography in County Buildings Policy (first reading).

**Summary of Request:**

County policies require periodic review and updates. This request is to review the Photography in County Buildings policy for a first and second reading before final approval.

**Financial Information:**

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

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

**Action is Related to Strategic Plan:**

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 09/21/2021

Planning and Policy Committee

## **Photography in County Buildings Policy**

### **I. Policy**

*The safety and security of Ottawa County personnel and its buildings, including those facilities' grounds, plans, configurations and features are of paramount importance because of the secured or confidential nature of many operations conducted therein, including but not limited to health, judicial, law enforcement, public record compilation activities and data storage. As a result, no officer, agent, employee or member of the public may photograph the interior of County facilities or make any photostatic copy or other reproduction of any County building plans, subject to the following exceptions:*

- A. The person is photographing a publicly noticed meeting, gathering or hearing;*
- B. The person is photographing individuals with their consent and if the focus of the photograph is the individual(s) and not on any security or other feature of the facility;*
- C. The photograph is being taken with a camera that is not physically located on or above County Property; or*
- D. The person has received the express permission of the County Administrator.*

### **II. Statutory References**

*MCL 46.11(l) authorizes the County Board of Commissioners to make rules and regulations regarding County Property.*

### **III. County Legislative or Historical References**

*Board of Commissioners Resolution Number and Policy Adoption Date:*

*Board of Commissioners Review Date and Resolution Number:*

*Name and Date of Last Committee Review:*

*Last Review by Internal Policy Review Team: August 5, 2021*

#### **IV. Procedure**

*To ensure compliance with this policy, County officers, agents and employees should advise individuals who appear to be violating the policy of the photograph restriction and to refer any enforcement to the Ottawa County Sheriff's Department or Corporation Counsel. The County Administrator is directed to arrange for the procurement, installation and maintenance of appropriate signage notifying persons of this Policy*

#### **V. Review Period**

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

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 09/30/2021

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** FY 2021 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: 09/21/2021

Planning and Policy Committee

Fund		Department	Explanation	Revenue	Expense
10-85	General Fund	County Clerk - ROD Transfers In	Insurance Authority authorized a risk prevention grant to fund the purchase of a safe to hold the ROD cash drawers.	\$ 1,600	\$ 1,600
11-910	CMH Millage	Community Mental Health	Millage funded Staffing Grant to support developmentally disabled treatment.		\$ 730,000
11-1121	CMH Fund	Community Mental Health	Capitated Medicaid revenue needed for direct care workers and increased rates to support expenses for Postage, Interpreter Fees, and Contracted Services.	\$ 1,909,530	\$ 1,909,530
11-1131	CMH Millage	Community Mental Health	Certified Community Behavioral Health Clinic Employee expenses for FY 2021, Correcting Mental Health transfer balance that was reduced by mistake, Increasing contractual expenses to cover remaining FY 2021 Expenses.		\$ 115,036
11-1138	SUD	Community Mental Health	New Comprehensive Opioid, Stimulant, and Substance Abuse Program Grant for FY21. This grant supports response and prevention to illicit substance use.	\$ 53,000	\$ 53,000
11-1182	CMH Millage	Community Mental Health	New Mental Health Block Grant award for FY21. This grant supports resources for patients with mental health disorders.	\$ 200,000	\$ 200,000
11-1305	General Fund	Board of Commissioners	Appropriate funds for the hire of a company to search for a new County Administrator.		\$ 22,500
11-1307	Sherriff's Contracts	Sheriff's Department	The purchase of a speed trailer to be reimbursed by the Village of Spring Lake.	\$ 7,193	\$ 7,193
11-1325	CMH Millage	Community Mental Health	Housing and Urban Development grant adjusted to award. This grant provides rent assistance to CMH consumers.	\$ 50,000	\$ 50,000
11-1357	SUD	Community Mental Health	New SUD Block Grant funding for 8/1/21-9/30/21 to support resources to respond to substance use disorder. Unspent funds will be carried forward.	\$ 200,000	\$ 200,000
11-1468	Public Health	Health Department	The Robinson Township PFAS Reponse Project Grant is being adjusted to award. The grant provides water filtration system installation to affected residents.	\$ (48,807)	\$ (48,807)
11-1469	Public Health	Health Department	Covid Immunization grant is being adjusted to award. This grant provides support to the vaccination campaign.	\$ 250,000	\$ 250,000
11-1472	Public Health	Health Department	ELC Contact Tracing and Wraparound grant is being adjusted to award. This grant provides resources and personnel for contact tracing Covid-19.	\$ 437,433	\$ 437,433
11-1479	Public Health	Health Department	Tuberculosis Control Grant amount adjusted to award.	\$ (10,602)	\$ (10,602)
11-1825	Public Health	Health Department	Adjusting the Lakeshore Regional Partners grant budget amount to be in line with the grant award amount. This grant funds activities related to substance use prevention.	\$ 666	\$ 666
12-223	Public Health	Health Department	The Public Health Emergency Preparedness Grant is being adjusted to award.	\$ 4,990	\$ 4,990
12-480	Farmland Preservation	Department of Strategic Impact	Recognizing donation from the land owner for farmland preservation property easement.	\$ 78,750	\$ 78,750
12-488	General Fund	Sheriff's Department	Appropriate costs for partial payment of K9 and shipping and handling of K9 unit.		\$ 6,317
12-550	General Fund	Department of Strategic Impact	Reducing appropriations for Urban Smart Growth consulting project moved to FY22.	\$ (1,040)	\$ (22,200)
12-573	General Fund	Sheriff's Department	Restricted booking fee revenue to be appropriated for jail deputy training.		\$ 70,000
12-655	General Fund	District Court	Corrected estimation for telephone budget.		\$ 7,700

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	09/30/2021
<b>Requesting Department:</b>	Fiscal Services
<b>Submitted By:</b>	Karen Karasinski
<b>Agenda Item:</b>	Resolution Regarding the Distribution of Convention Facility Tax Revenues to Counties

### Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution regarding the distribution of convention facility tax revenues to counties under Public Acts 106 and 107 of 1985.

### Summary of Request:

Approve resolution detailing the use of convention facility tax revenue.

### 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 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: 09/21/2021

Finance and Administration Committee

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

RESOLUTION REGARDING THE DISTRIBUTION OF CONVENTION FACILITY TAX  
REVENUES TO COUNTIES UNDER PUBLIC ACTS 106 AND 107 OF 1985.

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Administrative Annex, Olive Township, Michigan in said County on September 30, 2021, at 1:30 p.m. local time.

PRESENT: Members -

ABSENT: Members -

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

WHEREAS, Public Act 106 and 107 of 1985, authorizes the distribution of convention facility tax revenues and County liquor tax rebates; and

WHEREAS, Public Act 2 of 1986, amends the Truth and Taxation Law to require Counties to reduce their base tax rate by the revenues received under Public Act 106 and 107; and

WHEREAS, the Counties may follow the Truth and Taxation hearings process to use the revenues for increased spending, but 50% of the revenues not used to reduce the millage rate is required to be used for substance abuse programs; and

WHEREAS, the appropriate calculations were made, and a Truth and Taxation hearing was not required; and

WHEREAS, it is currently estimated that approximately \$1,040,491 will be available for the County, subject to final action by the Michigan Legislature on the state budget,

THEREFORE, BE IT RESOLVED, to use the revenues from the convention facilities tax in accordance with the Public Act which mandates 50% allocation for substance abuse programs, and



BE IT FURTHER RESOLVED, which the County will strive to use the 50% County portion as matched dollars for substance abuse programs within Ottawa County or for general County operations.

YEAS: Members -

NAYS: Members -

ABSTAIN: Members -

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Chairperson, Roger Bergman

\_\_\_\_\_  
County Clerk/Register, Justin Roebuck

Certification

I, the undersigned, duly qualified County Clerk/Register of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on September 30, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

\_\_\_\_\_  
County Clerk/Register, Justin Roebuck

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 09/30/2021

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** FY 2022 Budget Resolution

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution for the Fiscal Year 2022 General Appropriations Act.

## Summary of Request:

Under Section 16 of the General Appropriations Act, the legislative body of each local unit must pass a general appropriations act for the general fund and each special revenue fund. Ottawa County also includes capital project, debt service, and permanent funds in the resolution.

## 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 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: 09/21/2021

Finance and Administration Committee

The Ottawa County Board of Commissioners

West Olive, Michigan

RESOLUTION TO APPROVE 2022 OPERATING BUDGET

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Administrative Annex, Olive Township, Michigan, in said County on September 30, 2021, at 1:30 p.m. local time.

PRESENT: Members –

ABSENT: Member –

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

WHEREAS, this resolution is known as the FY 2022 General Appropriations Act; and

WHEREAS, pursuant to State law, notice of a public hearing on the proposed budget was published in a newspaper on general circulation August 31, 2021 and September 1, 2021, and a public hearing on the proposed budget was held on September 14, 2021; and

WHEREAS, the Ottawa County voters authorized .3199 mils for Park development, expansion, and maintenance;

WHEREAS, the Ottawa County voters authorized .2892 mils for Community Mental Health Services; and

WHEREAS, the Board of Commissioners will be requested to authorize, in May 2022, a general property tax levy on all real and personal property within the County upon the tax roll for County general operations; and

WHEREAS, this County Board of Commissioners through its Finance and Administration Committee, has reviewed the recommended budget in detail; and

WHEREAS, estimated total revenues and appropriations for the various funds are recommended as follows:

Fund	Revenue Sources	Reserve Sources	Appropriations
General Fund	96,486,115	1,220,814	97,706,929
Special Revenue Funds	114,348,651	3,413,103	117,761,754
Debt Service Funds	5,061,668	-	5,061,668
Capital Project Funds	8,839,434	1,020,940	9,860,374
Total	224,735,868	5,654,857	230,390,725

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners hereby adopts the FY2022 Appropriations Act as the official budget for FY2022; and

BE IT FURTHER RESOLVED, that the County officials responsible for the appropriations authorized in the act may expend County funds up to, but not to exceed, the total appropriation authorized for each department or activity; and

BE IT FURTHER RESOLVED, except for the Capital Project Fund, the Ottawa County Board adopts the FY2022 budgets by department per the attached schedule;

BE IT FURTHER RESOLVED, the Capital Project Fund is adopted by project; and

BE IT FURTHER RESOLVED, the Capital Improvement projects are appropriated for the life of the project and will carryforward to future years until complete; and

BE IT FURTHER RESOLVED, pursuant to the Uniform Budget and Accounting Act, the County Administrator may approve and execute transfers between appropriations up to \$50,000 without prior approval of the Board; and

FURTHER BE IT RESOLVED THAT all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

YEAS: Members -

NAYS: Members –

ABSTAIN: Members –

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Chairperson, Roger Bergman

\_\_\_\_\_  
County Clerk/Register, Justin Roebuck

Certification

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on September 30, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 30th day of September, A.D., 2021.

\_\_\_\_\_  
County Clerk/Register, Justin Roebuck

**COUNTY OF OTTAWA  
2022 Appropriation Act**

**General Fund**

<b>Revenues:</b>	
Taxes	60,334,104
Intergovernmental	11,106,356
Charges for services	16,245,904
Fines and forfeits	73,100
Interest on investments	339,411
Rental income	2,124,818
Licenses and permits	374,485
Other Revenue	577,341
Transfers In from Other Funds	5,310,596
<b>Total Estimated Revenues</b>	<b>96,486,115</b>
<b>Appropriations:</b>	
<b>Legislative (Commissioners)</b>	585,811
<b>Judicial:</b>	
Circuit Court	3,495,425
District Court	8,040,047
Probate Court	1,052,469
Juvenile Services Division	1,712,465
Circuit Court Adult Probation	163,873
All Other Judicial	22,432
<b>General Government:</b>	
Administrator	1,153,286
Diversity, Equity, and Inclusion	272,176
Fiscal Services	1,958,300
County Clerk	2,881,378
Prosecuting Attorney	5,291,427
County Treasurer	938,095
Equalization	2,056,517
Geographic Information Systems	578,750
MSU Extension	389,363
Facilities Maintenance	4,609,372
Corporate Counsel	327,800
Register of Deeds	789,298
Human Resources	1,239,499
Water Resources Commissioner	1,052,869
All Other General Government	151,943
<b>Public Safety:</b>	
Sheriff	21,955,620
Jail	11,776,097
<b>Public Works (drain assessments)</b>	6,871,550
<b>Health &amp; Welfare:</b>	
Substance Abuse	520,246
All Other Health & Welfare	712,606
<b>Culture &amp; Recreation</b>	
<b>Community &amp; Economic Development</b>	1,636,679
<b>Other Expenditures:</b>	
Insurance	220,476
Contingency	1,055,000
<b>Transfers Out to Other Funds</b>	<b>14,196,061</b>
<b>Total Appropriations</b>	<b>97,706,929</b>
<b>Fund Balance (Usage)/Contribution</b>	<b>(1,220,814)</b>

**COUNTY OF OTTAWA  
2022 Appropriation Act**

**Special Revenue Funds**

<b>Revenues:</b>	
Taxes	12,256,472
Intergovernmental	82,524,433
Charges for services	2,984,410
Fines and forfeits	18,075
Interest on investments	158,647
Rental income	180,596
Licenses and permits	1,058,385
Other	2,102,226
Transfers In from Other Funds	13,065,407
<b>Total Estimated Revenues</b>	<b>114,348,651</b>
<b>Appropriations:</b>	
General Fund DB/DC	5,351,862
General Fund Infrastructure	125,000
General Fund Solid Waste Clean-Up	-
General Fund Stabilization	-
General Fund Towers	12,650
Parks & Recreation	5,728,855
Child Care	8,080,063
Concealed Pistol License	91,521
Department of Health & Human Services	61,040
Farmland Preservation	328,884
Federal Forfeiture	4,000
Friend of the Court	5,367,426
Health	14,196,134
Homestead Property Tax	1,737
Landfill Tipping Fees	1,049,465
Mental Health	46,503,425
Mental Health Millage	7,788,297
Mental Health Substance Use Disorder	4,425,742
Other Governmental Grants	4,503,991
Public Defender's Office	3,849,422
Register of Deeds Technology	258,065
Sheriffs Grants & Contracts	10,034,175
<b>Total Appropriations</b>	<b>117,761,754</b>
<b>Fund Balance (Usage)/Contribution</b>	<b>(3,413,103)</b>

**COUNTY OF OTTAWA  
2022 Appropriation Act**

**Debt Service**

<b>Revenues:</b>	
Intergovernmental	92,400
Transfers In from Other Funds	4,969,268
<b>Total Estimated Revenues</b>	<b>5,061,668</b>
<b>Appropriations:</b>	
Debt Service	5,061,668
<b>Total Appropriations</b>	<b>5,061,668</b>
<b>Fund Balance (Usage)/Contribution</b>	<b>\$ -</b>

**Capital Projects**

<b>Revenues:</b>	
Intergovernmental	2,629,757
Interest on Investments	32,912
Rental income	606,217
Other	2,384,236
Transfers In from Other Funds	3,186,312
<b>Total Estimated Revenues</b>	<b>8,839,434</b>
<b>Appropriations:</b>	
Capital Improvement Plan	9,860,374
<b>Total Appropriations</b>	<b>9,860,374</b>
<b>Fund Balance (Usage)/Contribution</b>	<b>\$ (1,020,940)</b>

# Action Request

Electronic Submission – Contract # 1304



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 9/30/2021**

**Vendor/3<sup>rd</sup> Party: AT&T**

**Requesting Department: STRATEGIC IMPACT**

**Submitted By: PAUL SACHS**

**Agenda Item: COMMUNICATIONS TOWER LEASE AGREEMENT**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Lease Agreement with AT&T to install its wireless broadband equipment on the County's Fillmore Street/Stanton Street Communications Tower at a rate of \$2,100 per month for a minimum of five (5) years, with automatic renewal for at least an additional five (5) years.

## Summary of Request:

As part of the County Board of Commissioners ongoing effort to expand the wireless connectivity footprint countywide, the County, to-date, has constructed three (3) cellular communications towers in areas of the County where the private-sector was not planning to build towers themselves. The opportunity for private-sector carriers to co-locate their equipment on county-owned towers in areas of needed wireless coverage – typically in more rural areas – helps the carriers' respective business models to deploy wireless service in less densely populated areas where they may not otherwise offer reliable service. Through this public-private partnership, the County only constructs towers in areas of needed wireless coverage when at least two (2) carriers agree to co-locate their equipment on a tower. Revenue generated by the County through leasing tower space to a carrier is put into a Technology Fund that is used for impactful technologically-related endeavors that benefit the County as a whole. Two carriers currently co-locate their equipment on the County's Fillmore/Stanton Street Tower, which was built in 2009. AT&T will be the third carrier to co-locate on this tower.

## Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget:

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: FINANCE AND ADMINISTRATION: 9/21/2021



Market: Michigan/Indiana  
Cell Site Number: GRANMI4032  
Cell Site Name: Ottawa County  
Search Ring Name: GRANMI4032  
Fixed Asset Number: 11581661

## OPTION AND TOWER STRUCTURE LEASE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Ottawa County, a Michigan municipal corporation, having a mailing address of 12220 Fillmore, West Olive, MI 49460 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure (the “**Tower**”), together with all rights and privileges arising in connection therewith, located at 12550 Fillmore Street, in the County of Ottawa, State of Michigan (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord hereby grants to Tenant an option (the “**Option**”) to lease a portion of the Property consisting of:

(i) Approximately 300 square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s equipment (the “**Ground Space**”);

(ii) The portion of the Tower selected by Tenant and dedicated for Tenant’s exclusive use, and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Tenant’s communication equipment and improvements might be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Tenant’s communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Tenant may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Tenant’s improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to Landlord’s confirmation that the space is available, Tenant’s agreement to additional rent, and Tenant’s proof that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower that it would make at its sole cost after receiving the Landlord’s written approval. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant’s utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Ground Space and Primary RAD Space; and between Tenant’s equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the

Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the “**Premises.**”

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand No/100 Dollars (\$1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant’s parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, the Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or Property or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant’s rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or Property or impose or consent to any other restriction or use that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

## **2. PERMITTED USE.**

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful

and secure use of the Premises (the “**Communication Facility**” or “**Communication Facilities**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use the Property or Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Landlord agrees that Tenant may use and occupy additional space on the Tower at any additional RAD center(s) (each, an “**Additional RAD**,” and the additional space that Tenant uses or occupies, the “**Additional RAD Space**”) upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Tenant’s confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space, provided that such space is available or might be made available (the “**Incremental Ground Space**”). Upon Tenant’s use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

### **3. TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject

to the terms and conditions of this Agreement. Rent shall be increased to 120% of the then current rent during the "Holdover Term",.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "Term."

#### 4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, Two Thousand One hundred and No/100 Dollars (\$2,100.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) In the event that Tenant uses or occupies an Additional RAD, Rent shall be increased by One Thousand and No/100 Dollars (\$1,000.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In the event that Tenant uses or occupies Incremental Ground Space, Rent shall be increased by Four Dollars and No/100 Dollars 4.00 per month per square foot of space (the "**Incremental Ground Space Rent**"). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(d) In addition to the Additional RAD Rent, in the event that Tenant uses or occupies any Additional RAD Space and (i) Tenant has used all of the Allowed Wind Load Surface Area, (ii) structural modifications are required because Tenant's use or occupancy of the Additional RAD Space causes the Tower to exceed the maximum allowable combined stress ratio under the structural standards generally accepted within the telecommunications industry (the "**Structural Standards**"), and (iii) Tenant elects under Section 14(b) to have Landlord pay for those structural modifications, Rent shall be increased by the amount of \$0.08 per square inch of Wind Load Surface Area that exceeds the Allowed Wind Load Surface Area (the "**Incremental Use Rent**"). Otherwise, no Incremental Use Rent or other additional fees or charges shall be due and owing. The initial amount of Incremental Use Rent, if any, shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(e) Upon the commencement of each Extension Term, the monthly Rent will increase by [Ten percent (10%)] over the applicable Rent in effect during the previous five (5) year term.

(f) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

#### 5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;

(e) after the first two (2) years, by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty

(f) by Landlord if the Tenant's use due to a modification of Tenant's equipment is causing interference with the public safety uses of the Tower and the Tenant after sixty (60) days written notice, has failed to cure the interference.

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect such commercial general liability policy as Tenant may deem necessary. Said policy of commercial general liability insurance per ISO form CG 00 01 or equivalent will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate and shall include Landlord as an additional insured under the policy by endorsement as respects this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Except for public safety operational needs currently satisfied by the equipment installed on the Tower, Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property .

(c) Except for public safety operational needs currently satisfied by the equipment installed on the Tower, Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period; Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in a form prepared by Tenant.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order,

summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant’s sole determination, renders the condition of the Premises or Property unsuitable for Tenant’s use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“**Access**”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System (“**UAS**”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant’s damages until Landlord cures such default. Landlord and Tenant agree that Tenant’s damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant’s operations at the

Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.



(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
  Attn: Tower Asset Group - Lease Administration  
  Re: Cell Site #: GRANMI4032; Cell Site Name: Ottawa County, (MI)  
  Fixed Asset #: 11581661  
  1025 Lenox Park Blvd NE 3rd Floor  
  Atlanta, Georgia 30319

With a copy to:                New Cingular Wireless PCS, LLC  
  Attn.: Legal Dept – Network Operations  
  Re: Cell Site #: GRANMI4032; Cell Site Name: Ottawa County, (MI)  
  Fixed Asset #: 11581661  
  208 S. Akard Street

Dallas, TX 75202-4206

If to Landlord: Ottawa County  
Attn: County Administrator  
1220 Filmore Street  
West Olive, MI 49460

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in

connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b) of this Agreement, provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 of this Agreement.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property to a purchaser other than

Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant and which interference is verifiable under industry standards, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22 above, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises, ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or

more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

Witnessed by:

Ottawa County, a Michigan municipal corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

\_\_\_\_\_  
Name: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]

Its: \_\_\_\_\_ [Insert Title]

Date: \_\_\_\_\_ [Insert Date]

\_\_\_\_\_  
Name: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

\_\_\_\_\_



**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

Page        of

to the Option and Tower Structure Lease Agreement dated     [Insert Date]   , 2021, by and between Ottawa County , a Michigan municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

ALL THAT PARCEL OF LAND IN THE TOWNSHIP OF OLIVE IN THE COUNTY OF OTTAWA AND STATE OF MICHIGAN AS MORE FULLY DESCRIBED IN DEED LIBER 608 PAGE 988 AND LIBER 280 PAGE 423 AND PARCEL # 70-12-04-200-005, BEING KNOWN AND DESIGNATED AS:

THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4, ALSO THE NORTHEAST FRACTIONAL 1/4, EXCEPT THE SOUTH 495 FEET OF THE WEST 495 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 4, TOWN 6 NORTH, RANGE 15 WEST.

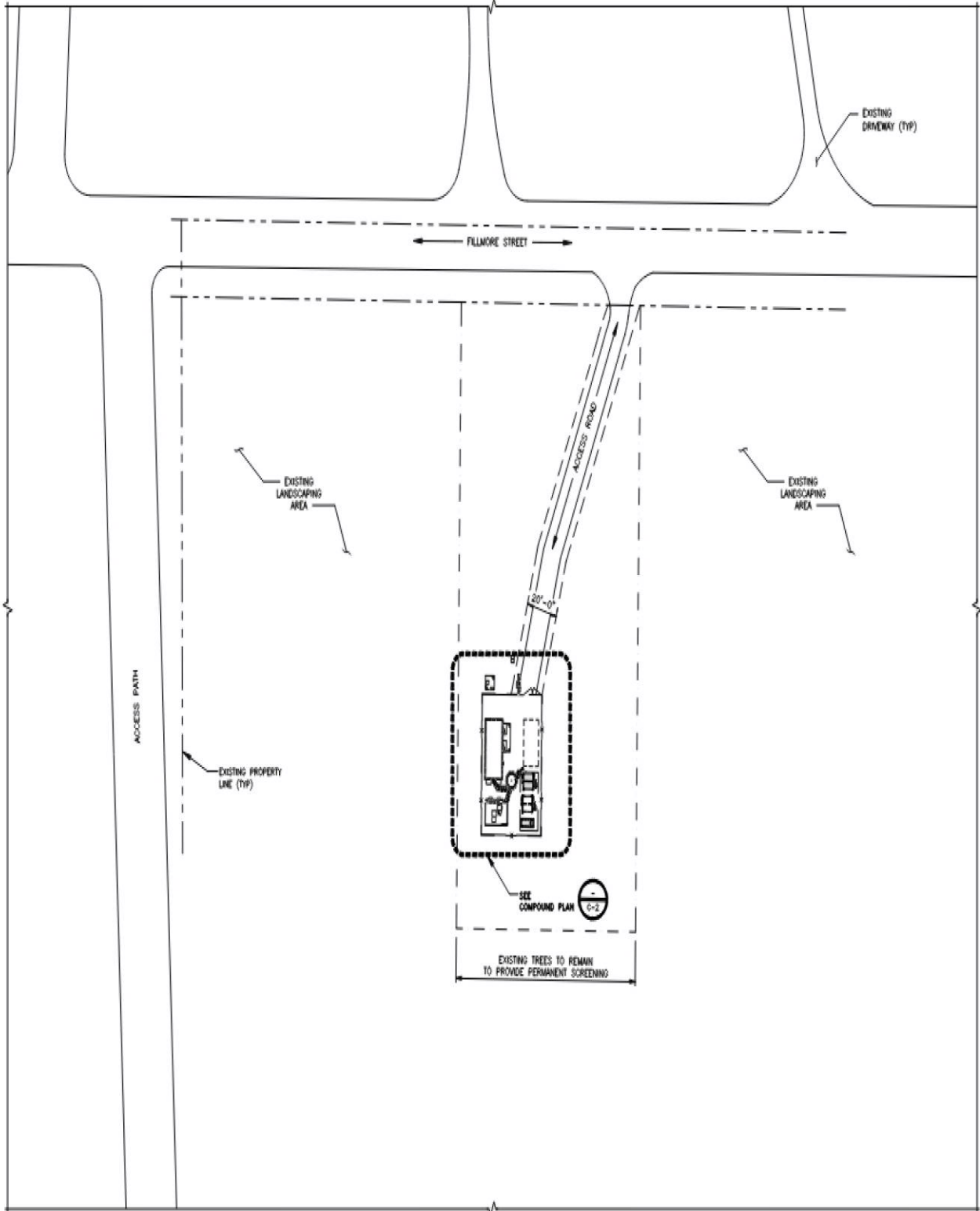
PARCEL NUMBER: 70-12-04-200-005

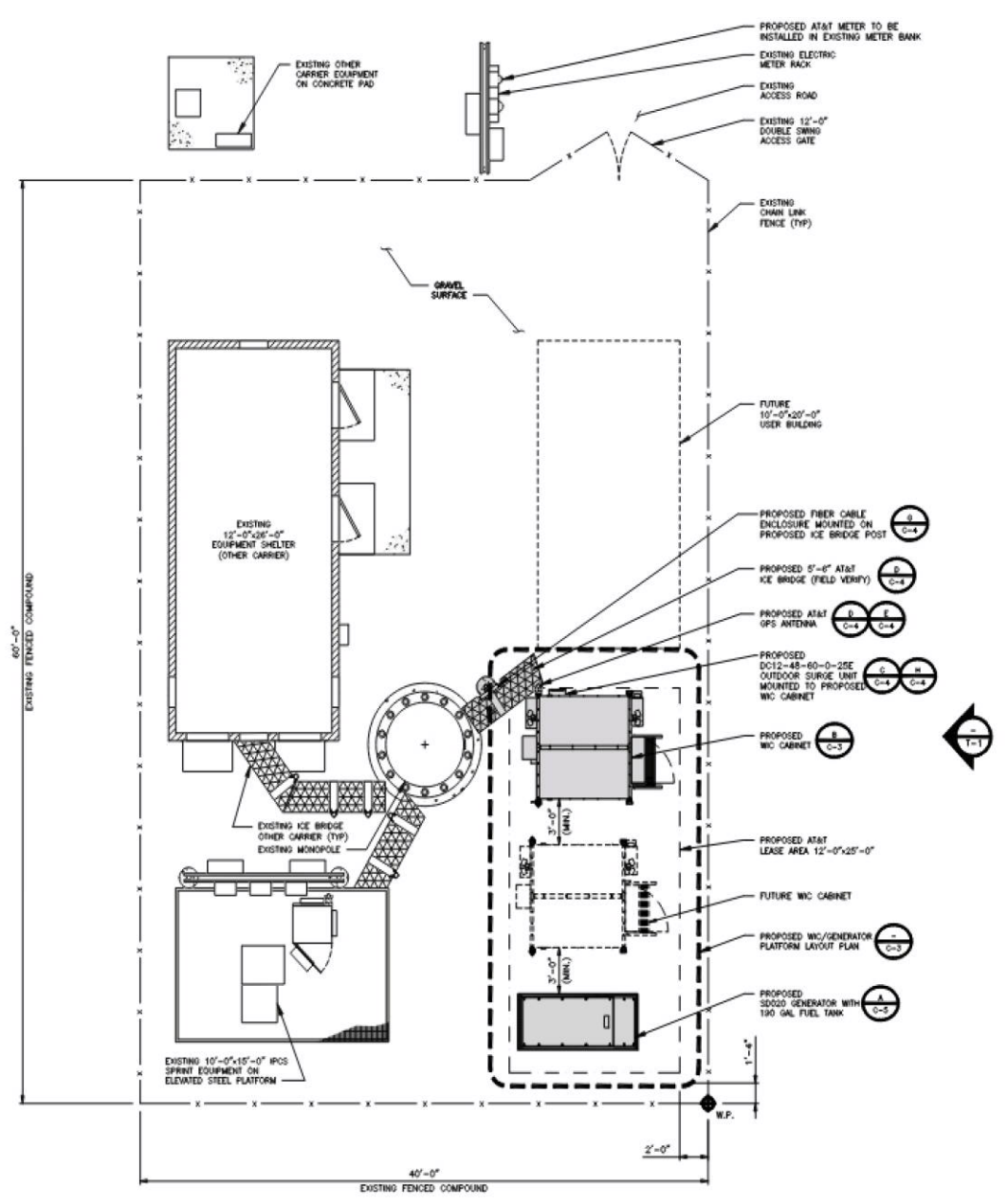
BY FEE SIMPLE DEED FROM THE UNITED STATES OF AMERICA BY AND THROUGH THE DIRECTOR, DIVISION OF LANDS, FOREST SERVICE, DEPARTMENT OF AGRICULTURE AS SET FORTH IN DEED LIBER / PAGE : 608 / 988, DATED 06/24/1970 AND RECORDED 08/06/1970, OTTAWA COUNTY RECORDS, STATE OF MICHIGAN.

BY FEE SIMPLE DEED FROM STATE OF MICHIGAN, THROUGH THE STATE LAND OFFICE BOARD AS SET FORTH IN DEED LIBER / PAGE : 280 / 423, DATED 09/18/1940 AND RECORDED 10/09/1940, OTTAWA COUNTY RECORDS, STATE OF MICHIGAN.

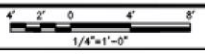
The Premises are described and/or depicted as follows:

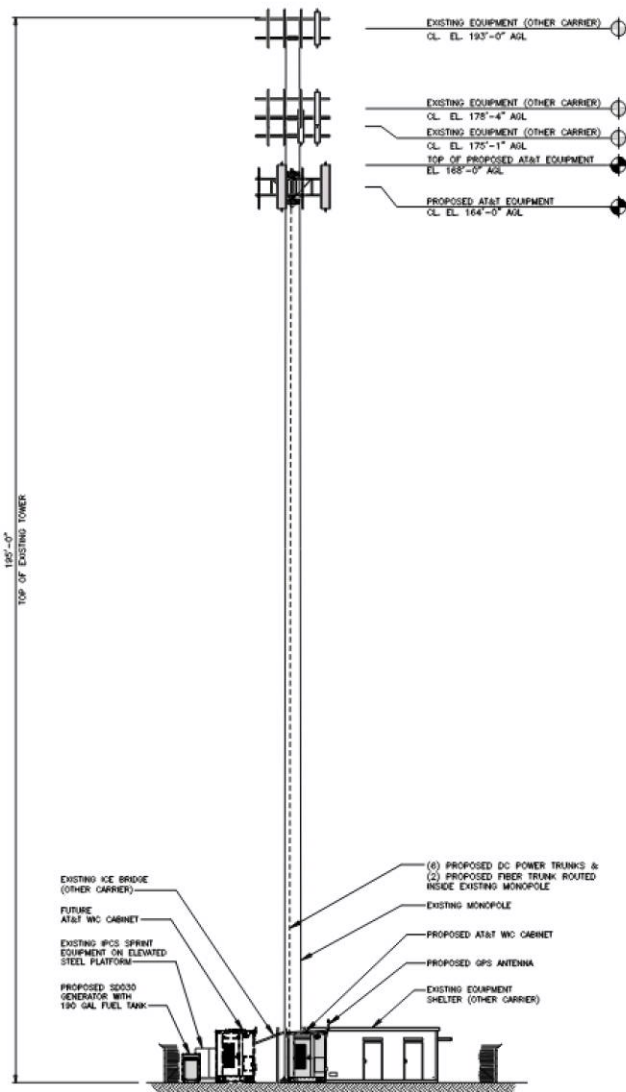




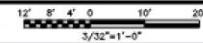


COMPOUND PLAN





FINAL ELEVATION



**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.











**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*Not Applicable*



**EXHIBIT 24(b)**

**MEMORANDUM OF LEASE**

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Ottawa County, a Michigan municipal corporation \_\_\_\_\_ having its principal office/residing at 12220 Fillmore, West Olive, MI 49460 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Tower Structure Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with seventeen (17) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

Ottawa County \_\_\_\_\_, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**TENANT:**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC , on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

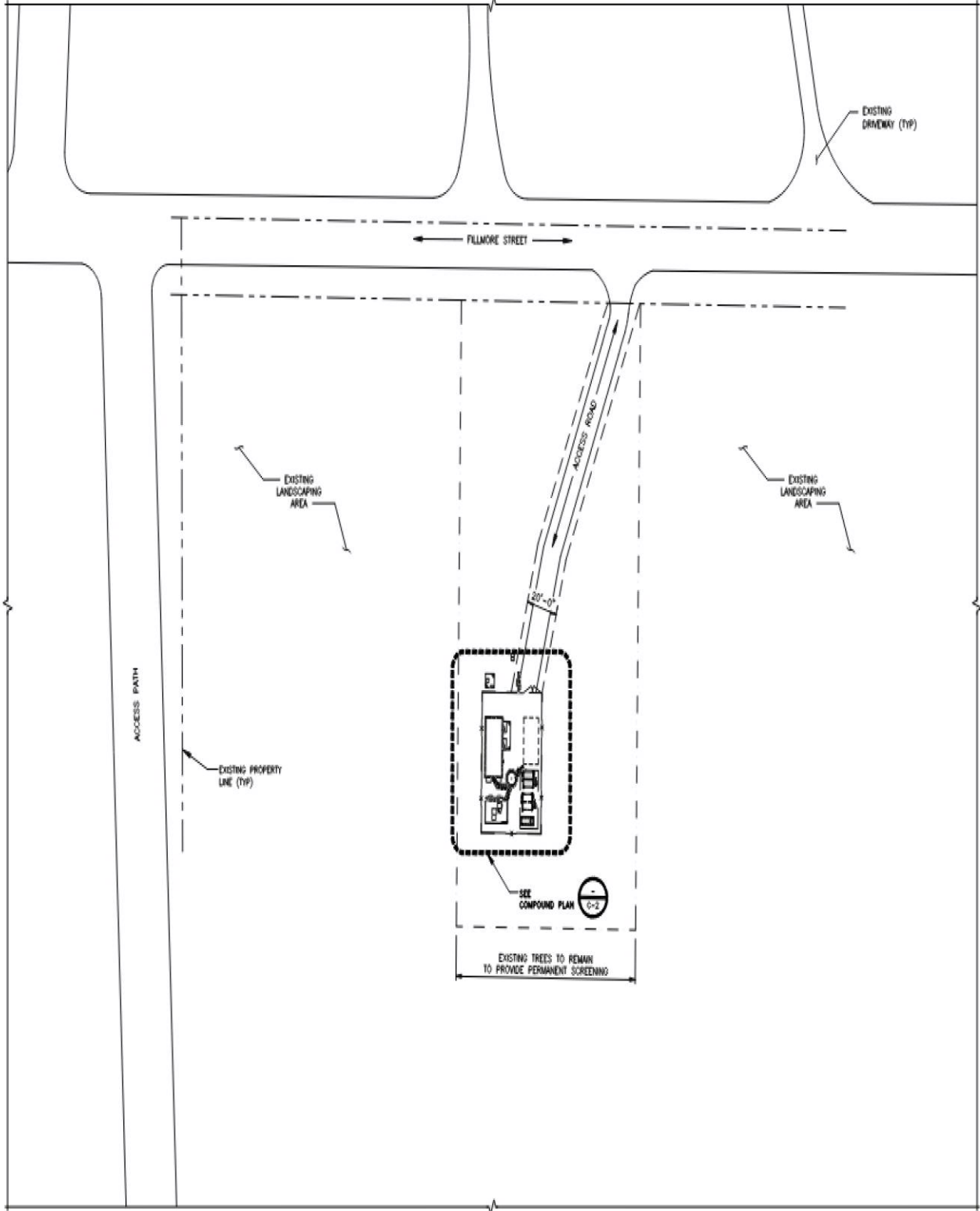
Serial No.: \_\_\_\_\_

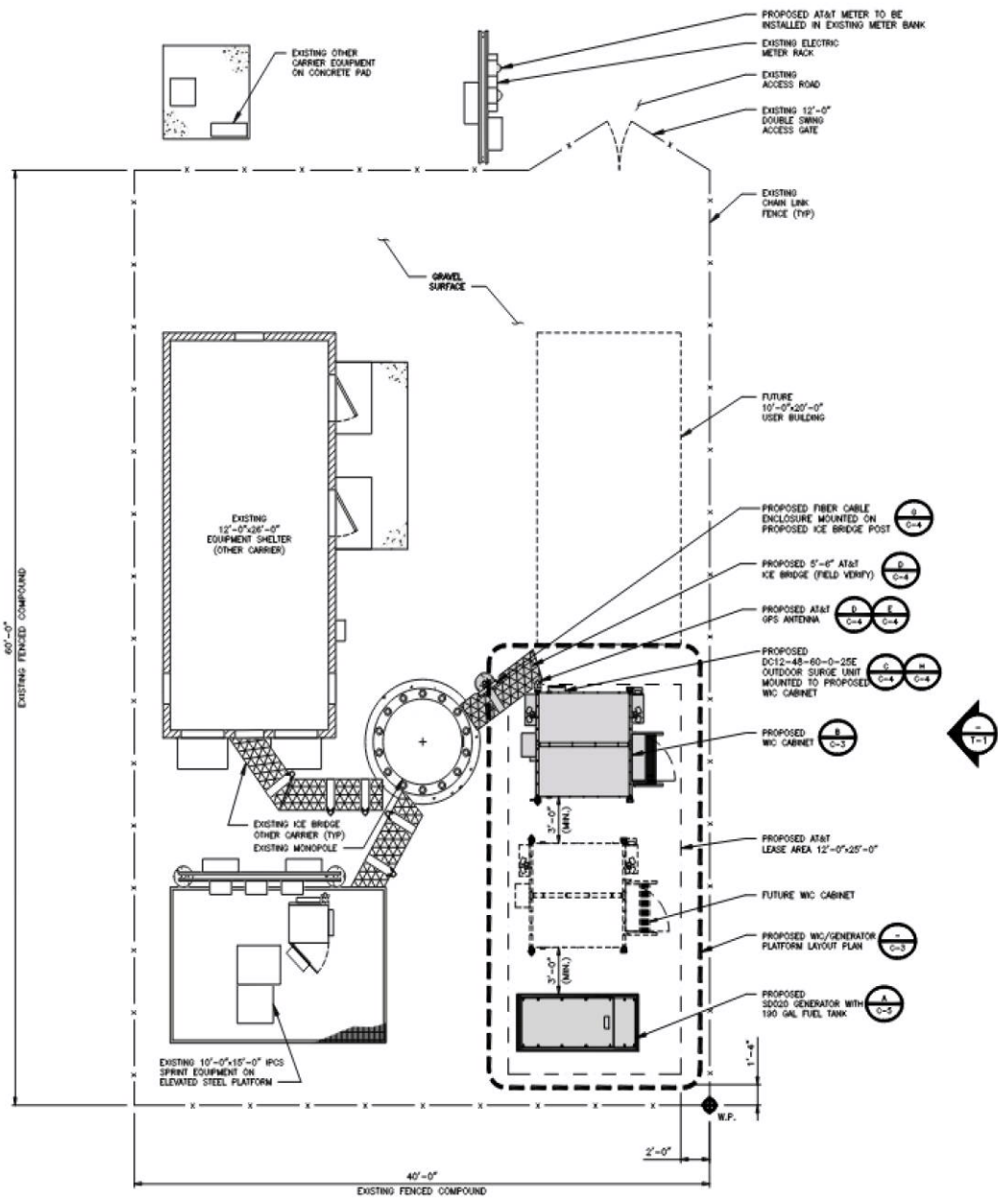
[NOTARIAL SEAL]



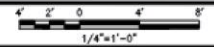


The Premises are described and/or depicted as follows:

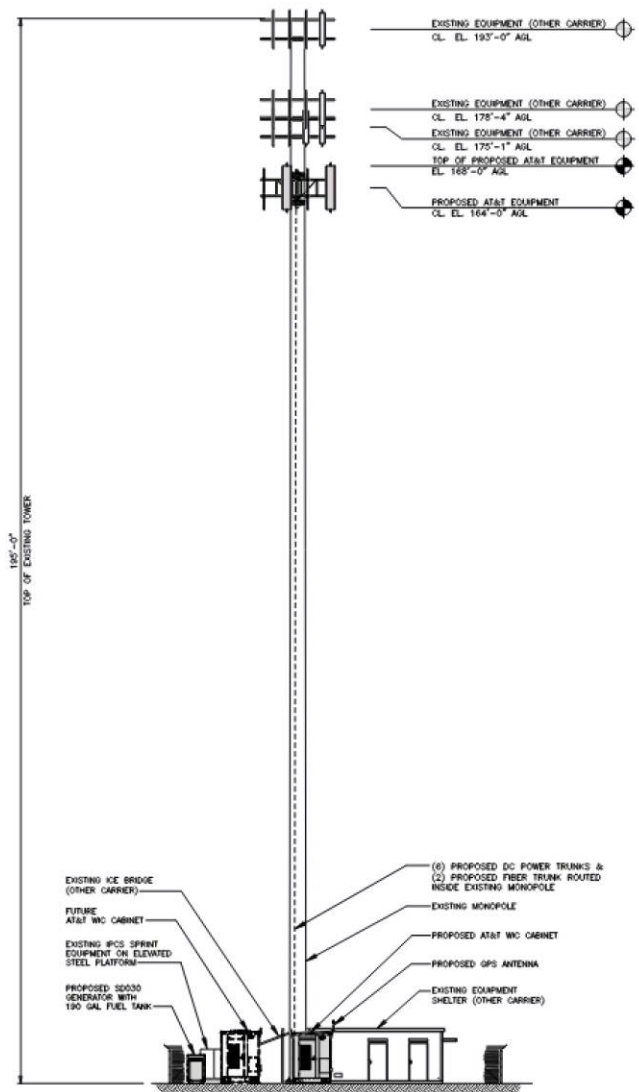




COMPOUND PLAN



1



FINAL ELEVATION



1

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; text-align: center;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; text-align: center;">-</td> <td style="width: 73%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Action Request



**Committee:** Board of Commissioners  
**Meeting Date:** 09/30/2021  
**Requesting Department:** Strategic Impact  
**Submitted By:** Paul Sachs  
**Agenda Item:** Agricultural Processing Renaissance Zone

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution approving an Agricultural Processing Renaissance Zone for a 15-year term in Holland Charter Township.

## Summary of Request:

Request Foods, Inc. launched out of Bil-Mar Foods in 1989 and has grown to encompass several locations in Holland and Holland Charter Township, employing 935 residents of Ottawa County and West Michigan.

In 2010, the Ottawa County Board of Commissioners approved an Agricultural Processing Renaissance Zone (APRZ), also in Holland Charter Township for Request Foods, that allowed it to expand its operations, adding 250 jobs and investment of \$40.6M.

This year, Request Foods, Inc. is requesting approval of a second APRZ as a part of an overall incentive package that will support a building renovation and construction of a new facility dedicated to growing their Ready-to-Eat frozen food line. Not only will this project create 50 new jobs paying between \$18-\$37 per hour, it will also increase demand for locally sourced agricultural products, thereby strengthening our agricultural sector and the agribusinesses that support it.

The requested term of the APRZ is 15 years. MEDC estimates that the foregone taxes during that term will total \$11,060,265. A breakdown of this total by taxing jurisdiction and year has been requested from the project proponents, but has not been received as of the submission of this action request.

## 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
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

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 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator: *John Smith*

Committee/Governing/Advisory Board Approval Date: 09/30/2021

Finance and Administration 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 30th day of September, 2021 at 1:30 p.m. local time.

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

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

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

WHEREAS, pursuant to P.A. 376 of 1996, the Michigan Renaissance Zone Act, as amended, allows for the designation of Agricultural Processing Renaissance Zones (APRZ) by the State of Michigan, within which certain State and local taxes are exempted for up to 15 years; and,

WHEREAS, the APRZ Program was enacted as an innovative economic development tool to help add profitability and markets for the State's agriculture industry by keeping Michigan's farmers farming and by attracting and retaining agricultural processors who can add more value to Michigan-grown commodities; and,

WHEREAS, to qualify for an Agricultural Processing Renaissance Zone designation, Request Foods, Inc. must have an agreement with the Michigan Strategic Fund that commits to a significant expansion occurring in the APRZ after the APRZ has been approved by the State Administrative Board; and,



WHEREAS, Request Foods, Inc. is required to prepare a proposal which includes a development plan as well as the agreement; and,

WHEREAS, Request Foods, Inc. is requesting the designation of approximately 12 acres of property generally located on the southwest corner of Quincy Street and John F Donnelly Drive in Holland Township, Ottawa County, Michigan, as an APRZ to accommodate the proposed construction of a new facility and the renovation of an existing warehouse, valued at approximately \$73.5 million and estimated to create at least 50 new jobs over three years; and,

WHEREAS, in the process of creating the APRZ, Holland Charter Township and Ottawa County are required to indicate by resolution their support for the APRZ by agreeing to forego ad valorem property taxes within the Agricultural Processing Renaissance Zone for the term of the designation.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Ottawa County Board of Commissioners finds and determines that the exemption of local real and personal property taxes on the proposed new facility (including land) and future development and improvements in the Request Foods, Inc. proposed APRZ shall not have the effect of substantially impeding the operation of County of Ottawa, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes within the County of Ottawa; and,
2. That the Ottawa County Board of Commissioners approves the request of Request Foods, Inc. for the exemption of all local real and personal property taxes, except for bonded indebtedness, school sinking fund, and special assessments as required by the Public Act, with respect to the proposed new facility (including land) and future development and improvements in the APRZ, whose real property is described in Exhibit "A" and generally located on the southwest corner of Quincy Street and John F Donnelly Drive in Holland Township, Ottawa County, Michigan; and,
3. That the Township Board of Trustees approves the local real and personal property tax exemptions, with the APRZ designation, when issued shall be in force beginning January 1, 2023

and remain in effect for a period of fifteen (15) years with an ending date of December 31, 2037;  
and,

4. That the Ottawa County Board of Commissioners encourages approval of the Request Foods, Inc. Agricultural Processing Renaissance Zone proposal by the Michigan Commission of Agriculture, the Michigan Strategic Fund, and the State Administrative Board; and,

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

ABSTENTIONS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESOLUTION ADOPTED:

\_\_\_\_\_  
Roger Bergman, Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Justin Roebuck, Ottawa County Clerk

**CERTIFICATION**

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 September 30, 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.

\_\_\_\_\_  
Justin Roebuck, Ottawa County Clerk

EXHIBIT "A"

A survey map of the real property proposed to be designated an Agricultural Processing Renaissance Zone (APRZ) is attached.

The parcel numbers of the real property proposed to be designated an Agricultural Processing Renaissance Zone (APRZ) are:

Parcel 70-16-08-200-047, also known as 13044 Quincy Street

Parcel 70-16-08-200-018, also known as 13022 Quincy Street

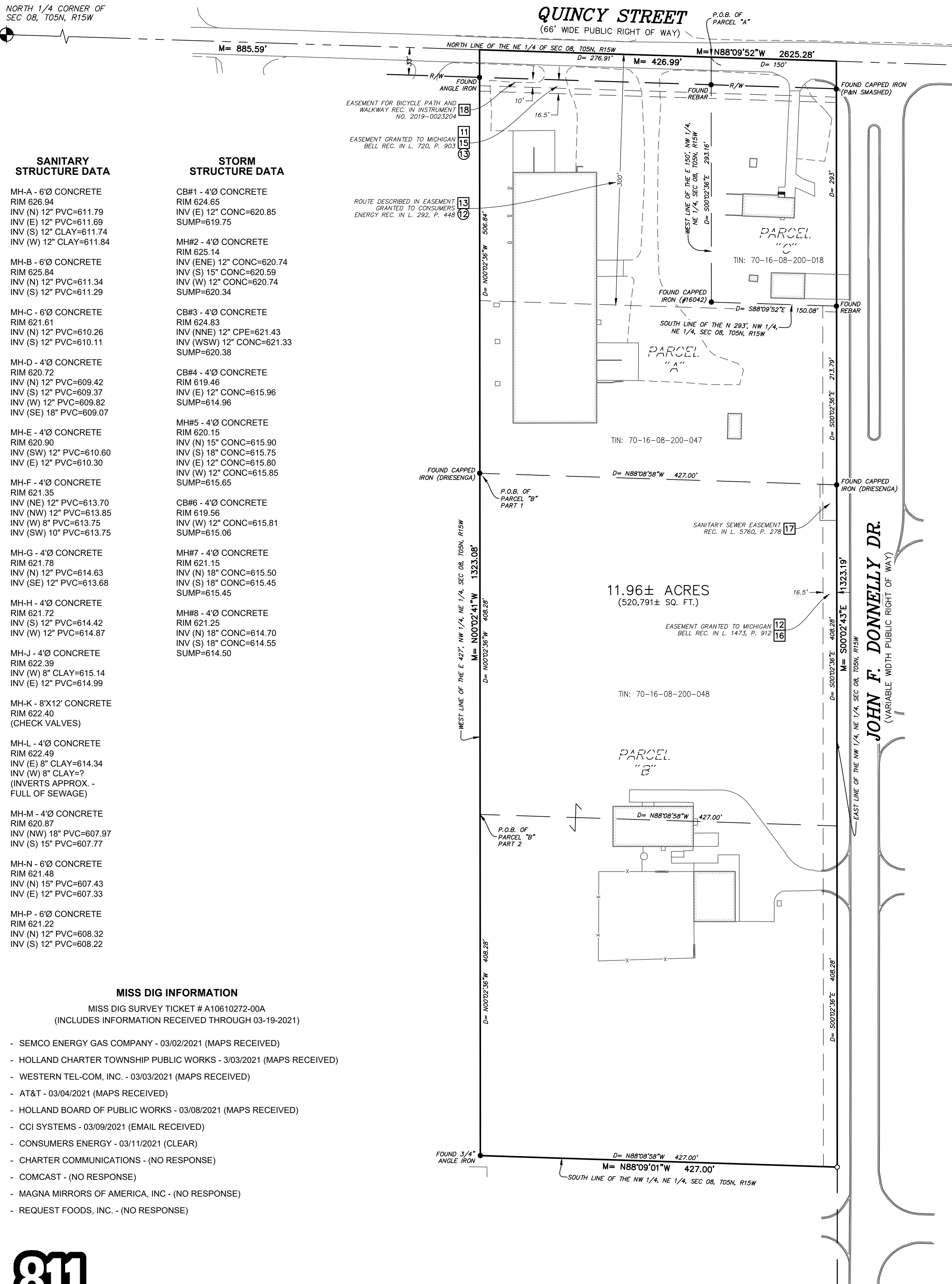
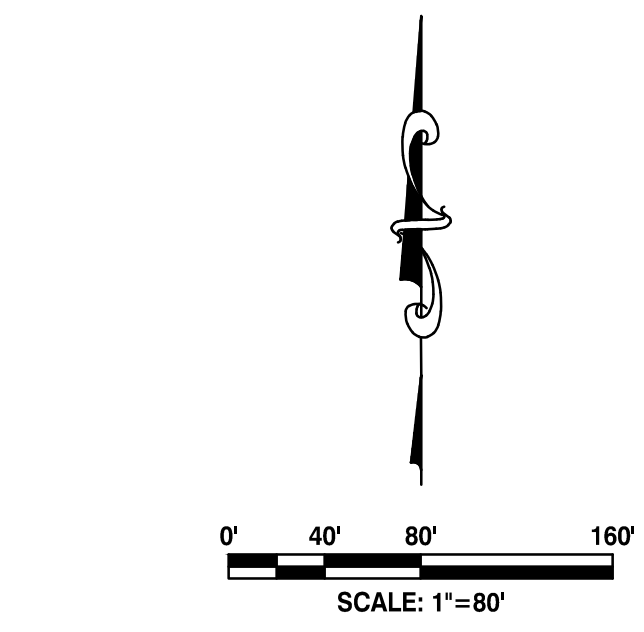
Parcel 70-16-08-200-048, also known as 3845 John F Donnelly Drive

Legal Description:

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 08, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 08; THENCE ALONG THE NORTH LINE OF SAID SECTION 08, SOUTH 88 DEGREES 09 MINUTES 52 SECONDS EAST 885.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88 DEGREES 09 MINUTES 52 SECONDS EAST 426.99 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 08; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 02 MINUTES 43 SECONDS EAST 1323.19 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 08; THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 09 MINUTES 01 SECOND WEST 427.00 FEET TO THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 08; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 02 MINUTES 41 SECONDS WEST 1323.08 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY FOR QUINCY STREET OVER THE NORTH 33 FEET THEREOF. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS, APPARENT AND OF RECORD. SAID PARCEL CONTAINS 12.96± ACRES (564,663± SQ. FT.).

# TOPOGRAPHIC / BOUNDARY SURVEY

POINT NUMBER	NORTHING (ASSUMED)	EASTING (ASSUMED)	ELEVATION (NAVD 88)
50	8910.1891'	7414.7195'	625.14'
51	8627.7201'	7516.7409'	622.70'
53	8653.0009'	7700.7895'	624.98'
54	8297.5546'	7743.9079'	620.06'
55	7967.2107'	7701.1151'	621.22'
56	9076.0920'	7736.5750'	624.53'
57	9017.7790'	7290.5990'	623.89'
58	8916.2874'	7610.0632'	627.39'
59	8852.6823'	7679.3053'	625.86'
60	8854.0673'	7973.0276'	627.10'



### PARCEL "A" SCHEDULE "A" LEGAL DESCRIPTION FROM: TRANSNATION TITLE AGENCY OF MICHIGAN COMMITMENT NO.: 282406GRS (EFFECTIVE DATE: JULY 19, 2019)

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88°09'52" WEST 1462.64 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'36" EAST 293.16 FEET ALONG THE WEST LINE OF THE EAST 150 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°09'52" EAST 150.08 FEET ALONG THE SOUTH LINE OF THE NORTH 293 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°02'36" EAST 213.79 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 88°08'58" WEST 427.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00°02'36" WEST 506.84 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°09'52" EAST 276.91 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR SEWER LINE PURPOSES WITHIN THE FOLLOWING DESCRIBED PARCEL:  
THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88°09'52" WEST 1462.64 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°02'36" EAST 293.16 FEET ALONG THE WEST LINE OF THE EAST 150 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°09'52" EAST 150.08 FEET ALONG THE SOUTH LINE OF THE NORTH 293 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°02'36" EAST 213.79 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°02'36" EAST 42.52 FEET; THENCE SOUTH 89°57'24" WEST 20.00 FEET; THENCE NORTH 00°02'36" WEST 43.18 FEET; THENCE SOUTH 88°08'58" EAST 20.01 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

### PARCEL "B" SCHEDULE "A" LEGAL DESCRIPTION FROM: TRANSNATION TITLE AGENCY OF MICHIGAN COMMITMENT NO.: 282406GRS (EFFECTIVE DATE: JULY 19, 2019)

- 13 EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 292, PAGE 448. (BLANKET EASEMENT OVER ENTIRE PARCEL - ROUTE SHOWN HEREON)
- 15 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 720, PAGE 903. (SHOWN ON DRAWING)
- 16 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 1473, PAGE 912. (SHOWN ON DRAWING)
- 17 TERMS, CONDITIONS AND PROVISIONS WHICH ARE RECITED IN THE SEWER EASEMENT AGREEMENT RECORDED IN LIBER 5760, PAGE 278. (SHOWN ON DRAWING)
- 18 EASEMENTS AND THE TERMS, CONDITIONS AND PROVISIONS THEREOF WHICH ARE RECITED IN THE BICYCLE PATH AND WALKWAY EASEMENT RECORDED IN INSTRUMENT NO. 2019-0023204. (SHOWN ON DRAWING)

### PARCEL "B" SCHEDULE "A" LEGAL DESCRIPTION FROM: TRANSNATION TITLE AGENCY OF MICHIGAN FILE NO.: 345128LKS (EFFECTIVE DATE: MARCH 17, 2021)

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 09 MINUTES 52 SECONDS WEST 1739.55 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 506.84 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 08 MINUTES 58 SECONDS EAST 427.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 408.28 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 08 MINUTES 58 SECONDS WEST 427.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 36 SECONDS WEST 408.28 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING;

AND  
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 09 MINUTES 52 SECONDS WEST 1739.55 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 915.12 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 08 MINUTES 58 SECONDS EAST 427.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 408.28 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 08 MINUTES 58 SECONDS WEST 427.00 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

### SCHEDULE B - SECTION II MATTERS CONCERNING THE PROPERTY FROM: TRANSNATION TITLE AGENCY OF MICHIGAN FILE NO.: 345128LKS (EFFECTIVE DATE: MARCH 17, 2021)

- 11 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 720, PAGE 903. (SHOWN ON DRAWING)
- 12 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 1473, PAGE 912. (SHOWN ON DRAWING)

### PARCEL "C" SCHEDULE "A" LEGAL DESCRIPTION FROM: TRANSNATION TITLE AGENCY OF MICHIGAN COMMITMENT NO.: 353808GRS (COMMITMENT DATE: MAY 28, 2021)

THE EAST 150 FEET OF THE NORTH 293 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

### SCHEDULE B-II EXCEPTIONS FROM: TRANSNATION TITLE AGENCY OF MICHIGAN COMMITMENT NO.: 353808GRS (COMMITMENT DATE: MAY 28, 2021)

- 12 EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 292, PAGE 448. (BLANKET EASEMENT OVER ENTIRE PARCEL - DESCRIBED ROUTE SHOWN ON DRAWING)
- 13 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 720, PAGE 903. (SHOWN ON DRAWING)

### SURVEYOR'S NOTES

- UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL FIELD MEASUREMENTS AND AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
- NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG - CALL MISS DIG AT 811.
- CONTOUR INTERVAL = 1 FOOT.
- THE FIELD WORK WAS COMPLETED ON MARCH 10, 2021.

### SANITARY STRUCTURE DATA

- MH-A - 6"Ø CONCRETE RIM 626.94  
INV (N) 12" PVC=611.79  
INV (E) 12" PVC=611.09  
INV (S) 12" CLAY=611.74  
INV (W) 12" CLAY=611.84
- MH-B - 6"Ø CONCRETE RIM 625.84  
INV (N) 12" PVC=611.34  
INV (S) 12" PVC=611.29
- MH-C - 6"Ø CONCRETE RIM 621.61  
INV (N) 12" PVC=610.26  
INV (S) 12" PVC=610.11
- MH-D - 6"Ø CONCRETE RIM 620.72  
INV (N) 12" PVC=609.42  
INV (S) 12" PVC=609.37  
INV (W) 12" PVC=609.82  
INV (SE) 18" PVC=609.07
- MH-E - 4"Ø CONCRETE RIM 620.90  
INV (SW) 12" PVC=610.60  
INV (E) 12" PVC=610.30
- MH-F - 4"Ø CONCRETE RIM 621.35  
INV (NE) 12" PVC=613.70  
INV (NW) 12" PVC=613.85  
INV (W) 8" PVC=613.75  
INV (SW) 10" PVC=613.75
- MH-G - 4"Ø CONCRETE RIM 621.78  
INV (N) 12" PVC=614.63  
INV (SE) 12" PVC=613.68
- MH-H - 4"Ø CONCRETE RIM 621.72  
INV (S) 12" PVC=614.42  
INV (W) 12" PVC=614.87
- MH-J - 4"Ø CONCRETE RIM 622.39  
INV (W) 8" CLAY=615.14  
INV (E) 12" PVC=614.99
- MH-K - 8"X12" CONCRETE RIM 622.40 (CHECK VALVES)
- MH-L - 4"Ø CONCRETE RIM 622.49  
INV (E) 8" CLAY=614.34  
INV (W) 8" CLAY=7 (INVERTS APPROX. - FULL OF SEWAGE)
- MH-M - 4"Ø CONCRETE RIM 620.87  
INV (NW) 18" PVC=607.97  
INV (S) 15" PVC=607.77
- MH-N - 6"Ø CONCRETE RIM 621.48  
INV (N) 15" PVC=607.43  
INV (E) 12" PVC=607.33
- MH-P - 6"Ø CONCRETE RIM 621.22  
INV (N) 12" PVC=608.32  
INV (S) 12" PVC=608.22

### STORM STRUCTURE DATA

- CB#1 - 4"Ø CONCRETE RIM 624.65  
INV (E) 12" CONC=620.85  
SUMP=619.75
- MH#2 - 4"Ø CONCRETE RIM 625.14  
INV (ENE) 12" CONC=620.74  
INV (S) 15" CONC=620.59  
INV (W) 12" CONC=620.74  
SUMP=620.34
- CB#3 - 4"Ø CONCRETE RIM 624.83  
INV (NNE) 12" CPE=621.43  
INV (WSW) 12" CONC=621.33  
SUMP=620.38
- CB#4 - 4"Ø CONCRETE RIM 619.48  
INV (E) 12" CONC=615.96  
SUMP=614.96
- MH#5 - 4"Ø CONCRETE RIM 620.15  
INV (N) 15" CONC=615.90  
INV (S) 18" CONC=615.75  
INV (E) 12" CONC=615.80  
INV (W) 12" CONC=615.85  
SUMP=615.65
- CB#6 - 4"Ø CONCRETE RIM 619.56  
INV (W) 12" CONC=615.81  
SUMP=615.06
- MH#7 - 4"Ø CONCRETE RIM 621.15  
INV (N) 18" CONC=615.50  
INV (S) 18" CONC=615.45  
SUMP=614.50
- MH#8 - 4"Ø CONCRETE RIM 621.25  
INV (N) 18" CONC=614.70  
INV (S) 18" CONC=614.55  
SUMP=614.50

### MISS DIG INFORMATION

- MISS DIG SURVEY TICKET # A10810272-00A (INCLUDES INFORMATION RECEIVED THROUGH 03-19-2021)
- SEMCO ENERGY GAS COMPANY - 03/02/2021 (MAPS RECEIVED)
  - HOLLAND CHARTER TOWNSHIP PUBLIC WORKS - 3/03/2021 (MAPS RECEIVED)
  - WESTERN TEL-COM, INC. - 03/03/2021 (MAPS RECEIVED)
  - AT&T - 03/04/2021 (MAPS RECEIVED)
  - HOLLAND BOARD OF PUBLIC WORKS - 03/08/2021 (MAPS RECEIVED)
  - CCI SYSTEMS - 03/09/2021 (EMAIL RECEIVED)
  - CONSUMERS ENERGY - 03/11/2021 (CLEAR)
  - CHARTER COMMUNICATIONS - (NO RESPONSE)
  - COMCAST - (NO RESPONSE)
  - MAGNA MIRRORS OF AMERICA, INC - (NO RESPONSE)
  - REQUEST FOODS, INC. - (NO RESPONSE)



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Lansing, MI 517-889-6210  
Ypsilanti, MI 734-368-9483

**REQUEST FOODS, INC.**  
13044 QUINCY STREET, HOLLAND, MICHIGAN 49424  
SECTION 08, T05N, R15W, HOLLAND TWP., OTTAWA CO.  
-FOR-  
**DAN VOS CONSTRUCTION COMPANY**  
6160 E. FULTON, P.O. BOX 189, ADA, MICHIGAN 49301

REVISIONS	
1	ADDED ADDITIONAL TOPO AND TREES 4-27-2021 MJL
2	ADDED PARCEL "C" BOUNDARY AND TOPO 06-17-2021 GLK

Drawn By: **GLK**  
Scale: 1"=80'  
Date: 03-18-2021  
Project #: 2110141.5A  
Sheet Title: **TOPOGRAPHIC & BOUNDARY SURVEY**  
Sheet #: **V-101**  
1 of 3

Tax Parcel Nos.: 70-16-08-200-047 & 70-16-08-200-048

**STATE OF MICHIGAN**  
MARC ELWOOD LOHELA II  
PROFESSIONAL SURVEYOR  
NO. 4001062695

Marc Elwood Lohele II P.S. No. 4001062695

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

**MICHIGAN RENAISSANCE ZONE PROGRAM**

**Application for Creating an  
Agricultural Processing Renaissance Zone**

**MICHIGAN STRATEGIC FUND**

**and**

**MICHIGAN DEPARTMENT OF AGRICULTURE**

**March 2011**

# MICHIGAN RENAISSANCE ZONE PROGRAM

## Agricultural Processing Renaissance Zone

### Application Contents / Instructions

#### APPLICATION PROCESS

The application for an Agricultural Processing Renaissance Zone consists of 3 parts and required attachments. The required attachments include: Authorizing Resolution(s), Firm Financial Commitment(s), Geographic Map, Property Parcel Map and Site Plan, if applicable. All portions of the application must be completed and provided for consideration. If the application is deemed complete by Renaissance Zone staff, a Development Agreement will be prepared by the MEDC staff in consultation with the Department of Attorney General. The Development Agreement is prepared from the information contained in the application. Before the project will be presented to the Michigan Strategic Fund (MSF) Board for consideration, the Company/Owner must sign off on the Development Agreement.

The applicant is to be the "qualified local governmental unit" which is either of the following:

- A County
- A City, Village or Township that contains an eligible distressed area and as defined in Sec. 11, of the State Housing Development Authority Act of 1966, 1966 PA 346, MCL 125.1411 "Distressed Unit".

Authorizing Resolution(s):

- If the Applicant is the County, authorizing resolutions will be required from the County and the Local Governmental Unit.
- If the Applicant is the Distressed Unit, as defined in Sec. 11, of the State Housing Development Authority Act of 1966, 1966 PA 346, MCL 125.1411, an authorizing resolution is only required from the Local Governmental Unit.

Taxes still due are those mandated by the federal government, local bond obligations, school sinking fund or special assessments. Speak with your local Treasurer if there are any questions as to whether they apply to your property tax bill. Companies and individuals are also not exempt from paying Michigan sales and use tax. You will be required to pay these taxes.

Taxes shall be abated as defined in the Michigan Renaissance Zone Act, Act 376 of 1996, Sec. 125.2689.

The entire process, from the time the completed application reaches the MSF, takes approximately 90 to 120 days, until final designation by the State Administrative Board. Incomplete applications will result in delays in the processing. Once approved, designation shall be effective as of January 1<sup>st</sup> of the following year.

#### Application Fee

The Application Fee must be made payable to the Michigan Strategic Fund, is due upon receipt of the application. The fees are as followed:

- \$5,000 if more than 50 employees
- \$2,500 if less than 50 employees

*NOTE: This application, including any attachments, contains information from the Renaissance Zone Program of the Michigan Strategic Fund. This information is intended for use only by the project to which it is released. If you are not the intended recipient of this application, be advised that any dissemination, distribution, or use of the contents of this application is strictly prohibited.*

# **MICHIGAN RENAISSANCE ZONE PROGRAM**

## **Agricultural Processing Renaissance Zone**

### **Application Checklist / Submission Instructions**

#### **APPLICATION CHECKLIST**

- Completed Application and any extended attachments
- Authorizing Resolution(s) from the qualified local governmental unit agreeing to forego the pertinent taxes. If the county is the applicant, then a resolution is also required from the local unit of government. The resolution(s) must have original signatures or be a certified copy including the number of years they are willing to waive taxes (up to 15)
- Firm Financial Commitment(s) for project. Submit one or all of the following:  
***(dollar values must be included)***
  - Firm monetary commitment letter from Financial Institution(s).
  - Two (2) years of Audited Annual Financial Statements.
  - Proof of Financial Assets to be used for project.
- A Geographic map of the local governmental unit showing the proposed Agricultural Processing Renaissance Zone.
- A Property Parcel map including boundaries, parcel numbers and acreage.
- A Site Plan of the Project (if applicable)
- Copies of the two (2) most recent real property tax bills.
- Application Fee

#### **APPLICATION SUBMISSION**

The completed original application should be mailed to the address below.

**Michigan Renaissance Zone Program  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913**

In addition, one (1) copy of the application should also be mailed to the address below:

**Agriculture Development Division  
Michigan Department of Agriculture (MDA)  
525 W. Allegan Street  
Lansing, MI 48933**



# MICHIGAN RENAISSANCE ZONE PROGRAM

## Agricultural Processing Renaissance Zone Part 1 – Application Form

### A. COMPLETE THIS SECTION ONLY IF COUNTY IS APPLICANT-CONTACT/SIGNATORY INFORMATION

Contact Person Name: John Shay	Title: Interim County Administrator	
County Name(s): Ottawa		
Telephone: 616.738.4642	E-mail: <a href="mailto:jshay@miottawa.org">jshay@miottawa.org</a>	
Street Address / PO Box: 12220 Fillmore Street, Room 310		
City: West Olive	State: MI	ZIP Code: 49460
Elected County Executive/Authorized Officer: John Shay		
Title:		
Street Address / PO Box:		
City:	State:	ZIP Code:
Telephone:	E-mail:	
Signature:	Title:	Date:

### B. COMPLETE THIS SECTION ONLY IF DISTRESSED UNIT IS APPLICANT (PER PA 346) – CONTACT/SIGNATORY INFORMATION

Contact Person's Name:	Title:	
City: Holland	State:	ZIP Code:
Telephone:	E-mail:	
Local Unit Name(s):		
Street Address / PO Box:		
City: Holland	State:	ZIP Code:
Telephone:	E-mail:	
Mayor Name (if City)/Authorized Officer:		
Title:		
Street Address / PO Box:		
City:	State:	Zip Code:
Telephone:	E-mail:	
Signature:	Title:	Date:

### C. COMPANY INFORMATION

Name of Company: Request Foods Inc.		
Street Address / PO Box: 3460 John F Donnelly Drive		
City: Holland	State: MI	ZIP Code: 49424
Contact Name: Menaka Abel	Title: Chief Financial Officer	
Telephone: 616.820.6316	E-mail: <a href="mailto:menabe@requestfoods.com">menabe@requestfoods.com</a>	
Signatory's Name: Menaka Abe	Title: Chief Financial Officer	
Street Address / PO Box: 3460 John F Donnelly Drive		
City: Holland	State: MI	Zip: 49424
Telephone: 616.820.6316	Email: <a href="mailto:menabe@requestfoods.com">menabe@requestfoods.com</a>	

### D. PROPERTY INFORMATION

Owner Name & Title: Request Foods Inc.		
Street Address: 13044 Quincy Street		
City: Holland	State: MI	Zip Code: 49424
Telephone: 616.820.6316	E-Mail: <a href="mailto:menabe@requestfoods.com">menabe@requestfoods.com</a>	
Total Acres to be included within zone:		
Number of years applying for a Agricultural Processing Renaissance Zone: <b>15</b>		
(Note: Not to exceed 15 years)		

## MICHIGAN RENAISSANCE ZONE PROGRAM

### Agricultural Processing Renaissance Zone Part 2 – Description of the Project

A. Describe in detail the history and background of the company.

**Request Foods, Inc. ("Request") began as the prepared entrées division of Bil Mar Foods in Zeeland, one of the nation's largest turkey processors. In 1987, Bil Mar, which had started to produce "convenience foods" such as chicken cordon bleu, was purchased by Sara Lee. In 1989, a group of investors led by Jack DeWitt purchased Sara Lee's convenience foods division and launched Request Foods, Inc. in a new 100,000 square foot production facility in Holland Township. Since that time, Request has experienced consistent and measured growth in Michigan, in terms of employment, production capacity and revenues. In 1994 and 1999, Request expanded its Holland Township facility, and began to focus on co-packing frozen entrees for consumer product companies and major food service organizations. In 2002, Request expanded yet again, increasing its production facility to 375,000 square feet and adding processing equipment, kitchen and production areas.**

**Request currently owns or operates several locations in Holland and Holland Charter Township, including a 375,000 sq ft facility at 3460 John F Donnelly drive, a 300,000 sq ft facility at 12875 Greenly Street, and a 30,500 sq ft facility at 13044 Quincy Street. Request Foods is consistently ranked as a Tier 1 frozen food processor in volume, capabilities and breadth of products. Request is also ranked as one of the top frozen foods providers in the United States, with top tier food service and wholesale & retail food chain customers. Request Foods currently employs 935 employees, 47% of whom reside in Holland or Holland Charter Township.**

B. Is the Company who is obligating itself to the investment and/or job creation, registered with Michigan's Department of Energy, Labor & Economic Growth (DELEG), to conduct business in the State of Michigan? *(If not, the Company will need to be registered in order for consideration of the Renaissance Zone).* Please make sure all representation of the Company is exactly as the registration with DELEG, including correct punctuation, etc.

No  or Yes

C. Describe the Project, equipment to be purchased, type of building to be constructed or purchased and any necessary infrastructure improvements, etc.

**Request now needs to expand its manufacturing to accommodate a new line of business - frozen Ready-to-Eat (RTE) food – in order to keep pace with consumer demand and growth in its customer base. Request plans to start this new line of business from the facility located on the property within the proposed APRZ (the "RTE Facility"). The warehouse currently located on the property is vacant and was used for dry storage prior to Request's purchase of the Property in September 2019. In order to create room for its production activities, Request will have the existing warehouse renovated and have a new industrial facility constructed on the property. Request also intends to purchase and install approximately \$40 million of equipment and machinery over the next 3 years, in order to prepare the RTE Facility for its intended use, including spiral freezers, process kettles, mixers, assembly lines, and various packing equipment. Request also intends to make various infrastructure upgrades to the property and existing warehouse building, including connecting to city water, improving the driveway and parking areas to enable delivery and shipment of raw materials and finished goods, and the installation of a fire suppression system and other important safety measures.**

D. Identify the types of activities that will occur in the proposed Agricultural Processing Renaissance Zone (APRZ).

**Request proposes that Grandquest Realty, LLC ("Grandquest") construct a new 89,000 square-foot RTE Facility within the APRZ. Request will lease the building from Grandquest in a market rate operating lease to supply food service companies and wholesale & retail food chains throughout North America. The proposed new facility would be constructed within 12 months of receiving approval of the APRZ and other economic incentives offered by the MEDC and Holland Charter Township, including the renovation of the existing 30,000 sq ft warehouse. Once it is operational, the RTE Facility will be used to store raw materials and produce, package, and ship frozen Ready-to-Eat food.**

## MICHIGAN RENAISSANCE ZONE PROGRAM

### Agricultural Processing Renaissance Zone Part 2 – Description of the Project - Continued

E. What is the expected total private dollar investment? (building and equipment, etc.)					<b>\$73.5 million</b>	
F. When will investment for this project be completed?					<b>2024</b>	
<i>Investment Per Year</i>						
	1 <sup>ST</sup> Year 2021	2 <sup>nd</sup> Year 2022	3 <sup>rd</sup> Year 2023	4 <sup>th</sup> Year 2024	5 <sup>th</sup> Year	
Real – New Construction	<b>\$4,000,000</b>	<b>\$25,000,000</b>	<b>\$3,000,000</b>	\$	\$	
Real – Bldg Improvements	\$	\$	\$	\$	\$	
New Personal Property	\$	<b>\$26,500,000</b>	<b>\$2,000,000</b>	<b>\$13,000,000</b>	\$	
<b>TOTAL</b>	<b>\$4,000,000</b>	<b>\$51,500,000</b>	<b>\$5,000,000</b>	<b>\$13,000,000</b>	\$	
H. Will you be able to commence the project within one (1) year from when the Agricultural Processing Renaissance Zone is designated?					Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>	
I. How many new jobs will be created at the Agricultural Processing facility?					<b>50</b>	
J. By what date will all of the proposed jobs be created?					<b>9/30/2024</b>	
	<b>First Year of Operation</b>		<b>Third Year of Operation</b>		<b>Fifth Year of Operation</b>	
	Year Ending: 2022		Year Ending: 2024		Year Ending:	
Job Category (add categories that reflect your company)	New Full Time Jobs Created	Avg Weekly Wage	New Full Time Jobs Created	Avg Weekly Wage	New Full Time Jobs Created	Avg Weekly Wage
Mgmt/Prof	<b>3</b>	<b>1500</b>	<b>3</b>	<b>1500</b>		
Technical/Sales						
Clerical/Service						
Skilled/Unskilled	<b>12</b>	<b>742</b>	<b>47</b>	<b>742</b>		
<b>TOTAL</b>	<b>15</b>	<b>931</b>	<b>50</b>			
K. What is your current workforce at the facility?					<b>0</b>	
L. Describe the benefit package provided to the employees: <b>Request provides an excellent benefits package to its full time employees, including health, dental and life insurance, semi-annual performance bonus, 401(k) plan, paid vacation, and holidays.</b>						
M. Does Company have Ownership or Control of the Property? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
N. Is the Property a single Contiguous Geographic Area? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
O. Property Parcel ID#(s):  <b>70-16-08-200-047, 70-16-08-200-018, and 70-16-08-200-048</b>  <b>See Attachment 3</b>						

## MICHIGAN RENAISSANCE ZONE PROGRAM

### Agricultural Processing Renaissance Zone Part 2 – Description of the Project - Continued

P. Legal Description of the property to be included in the Agricultural Processing Renaissance Zone.

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 08, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 08; THENCE ALONG THE NORTH LINE OF SAID SECTION 08, SOUTH 88 DEGREES 09 MINUTES 52 SECONDS EAST 885.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88 DEGREES 09 MINUTES 52 SECONDS EAST 426.99 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 08; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 02 MINUTES 43 SECONDS EAST 1323.19 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 08; THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 09 MINUTES 01 SECOND WEST 427.00 FEET TO THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 08; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 02 MINUTES 41 SECONDS WEST 1323.08 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY FOR QUINCY STREET OVER THE NORTH 33 FEET THEREOF. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS, APPARENT AND OF RECORD. SAID PARCEL CONTAINS 12.96± ACRES (564,663± SQ. FT.).

**See Attachment 3**

Q. What will be the anticipated economic impact on the community?

**Request has a long history of managed growth and expansion in Holland Charter Township, due in large part to its excellent working relationships with the Township, Ottawa County and the State of Michigan. Since its incorporation in 1989, Request has grown to 935 employees and has increased its overall revenues by a factor of more than ten. In constructing this RTE Facility, the greater Holland area will benefit greatly. *First*, Request strives to use local suppliers in all aspects of its business, including by using locally grown produce and locally raised meat in its products. As a trusted source to its customers, Request has achieved the ability to exert control over choosing its ingredient suppliers. Request has had great success in convincing its customers to allow it to utilize Michigan-based ingredient suppliers. Request plans to continue to utilize local suppliers wherever possible to source ingredients for the RTE Facility. *Second*, Request is creating a high number of well-paying jobs that will directly benefit Holland Charter Township and the surrounding community. *Third*, Request will target local contractors to provide professional services and construction services. In addition, the direct and indirect jobs created by Request would assist in supporting all facets of the local economy, from grocery stores, entertainment facilities and restaurants, to the local housing market. *Fourth*, Request anticipates that, because of the significant investment being made in Michigan as part of this current expansion, future company growth will also occur in West MI. Request has always been tithed 10% of its income to support charitable organization in the area and as such additional income generated via the RTE plant will enhance the corporate citizenship efforts and benefit the local and adjoining communities.**

R. Describe the impact of the creation of jobs for this project relative to the employment base of the community rather than the static number of jobs created.

**Request, like many employers in the current labor market, has recently encountered difficulty in hiring and retaining employees. Request's competitive compensation (\$20-\$41/hour) and generous benefits package is intended to attract qualified applicants, but the availability of state and federal COVID-related benefits have made hiring difficult in recent months. Nevertheless, Request expects that it will be able to hire individuals from the Holland or nearby communities to fill the 50 jobs the RTE Facility.**

S. Please indicate what type, quantity and what percentage of Michigan commodities/raw materials will be purchased for use in the Agricultural Processing Renaissance Zone.

**Request's customers turn to it because they know they will reliably receive the highest quality. Most customers have approved vendor lists, which dictate from where the processor may acquire raw ingredients and supplies. Request has a proven track record of convincing its customers to allow it to use local Michigan sources for ingredients and materials. Request has earned the trust of its customers, so it purchases a significant percentage of its commodities (23% in 2021) from Michigan sources. It plans to continue local sourcing wherever possible.**

**Currently, Request spends approx. \$51M with MI based commodity and logistic providers to support the manufacture of finished goods. This represents approx. 23% of total commodity and logistic spend. Including the RTE Facility located within the APRZ, Request intends to increase its MI sourced commodities and logistics spend by approx. \$10M from 2022 – 2025. These commodities and raw materials will include: vegetables, protein and packaging.**

T. What percentage of commodities/raw materials will be purchased out-of-state?

**Currently Request purchases approximately 77% of commodities and related transportation/ warehousing services from out of state. Future projections will lead to a reduction as outlined above.**

U. If purchasing commodities outside the state, please explain why that is necessary.

**See explanation provided in S. above. (Availability, Customer Directed Suppliers and Ingredients etc.)**

V. Identify all public programs, public funding sources and public incentives that will be utilized.

**Pending the necessary approvals, Request has accepted an economic development package of State and local incentives for the RTE Facility and other upcoming expansion projects in Holland Charter Township, including but not limited to the following:**

- **PA 198 Tax Abatements**
- **Community Development Block Grant (CDBG)**
- **SESA Exemptions**
- **Sales and Use Tax Exemption**
- **Business Development Program Grant**

W. List the State and Local permits required for the project.

- **Applicable building permits from Holland Charter Township**

X. List any permits that are outstanding.

Permit:	Building Permits	Agency:	HCT	Anticipated Receipt Date:	TBD
Permit:		Agency:		Anticipated Receipt Date:	
Permit:		Agency:		Anticipated Receipt Date:	

Y. Identify any infrastructure and/or physical needs of the Agricultural Processing Renaissance Zone that need to be implemented to make the zone viable.

**Request will need to install freezers, food-grade production equipment and machinery, and connect the RTE Facility to City water/sewer in order to make the APRZ viable for RTE food production.**

## MICHIGAN RENAISSANCE ZONE PROGRAM

### Agricultural Processing Renaissance Zone Part 2 – Description of the Project - Continued

Z. Please describe what type of agricultural crops or residue, or processed products from agricultural operations will be utilized as the primary raw material source for the Agricultural Processing facility.

**Various types of vegetables, proteins (primarily beef) and packaging material.**

A1. Describe the economic impact on local suppliers of raw materials, goods and services.

**Request estimates it will spend approximately \$65 million on Michigan raw materials, goods, and services by 2025.**

B1. Indicate what percentage of Michigan-provided agricultural products supplies and inputs will be used.

**Request Foods intends to purchase greater than 25% of its agricultural products and supplies from Michigan suppliers, for its collective use of all production facilities in Holland MI, including the RTE facility.**

C1. Why is this important to Michigan's agricultural processing community?

**Request's proposed annual expenditure of \$65 million represents a substantial investment in the Michigan agricultural processing community. Throughout its history, Request has demonstrated its support of the Holland and greater Michigan agricultural communities by its continued investment in the region and in the agricultural supplies and inputs it purchases from local suppliers. This APRZ will permit Request to further expand in Holland, which will create an investment in Michigan agriculture that otherwise would have gone to out-of-state suppliers.**

D1. Can this Agricultural Processing facility be located in an existing renaissance zone? Yes  No  (If No, Explain below)

**Request's operations are all located in Holland Charter Township. Request is able to achieve certain efficiencies by virtue of the close proximity of its facilities, which permit it to expand its operations, invest more in the local community, and create additional jobs. There is no property for sale located in the greater Holland area that is located in an existing renaissance zone and that would be appropriate for Request's needs for a RTE Facility.**

# MICHIGAN RENAISSANCE ZONE PROGRAM

## Agricultural Processing Renaissance Zone Part 3 – Tax Information

### A. FOREGONE MICHIGAN BUSINESS TAX

You can access the following website to help estimate the company's MBT liability:  
<https://treas-secure.state.mi.us/MBTEstimator/MBTEstimator-start.asp>

Estimated annual savings of Michigan Business Tax for the Company after Renaissance Zone designation	\$ 0
--	------

### B. FOREGONE PROPERTY TAXES

Estimated annual savings of property taxes for the Company after Renaissance Zone designation	\$ 33,192.68
---	--------------

### C. SEV AND TV ON THE PROPERTY

SEV Year: 2021	TV Year: 2021	
Real Property	SEV: \$ 953,700	TV: \$ 780,080
Personal Property	SEV: \$ 0	TV: \$ 0
TOTALS	SEV: \$ 953,700	TV: \$ 780,080

### D. TOTAL MILLAGE RATE

Total Non-Principal Residence Exemption Millage Rate for ALL taxing jurisdictions	29.5119 (Summer 2021) 29.4287 (Summer 2020) 21.3994 (Winter 2020)
---	---

### E. PLEASE PROVIDE A BREAKOUT OF MILLAGE(S) LEVIED FOR THE FOLLOWING:

Debt Service (local bond obligations)	7.750000
School Sinking Fund	0.296800
Special Assessment(s)	0.379100
TOTAL	8.425900

### F. ADDITIONAL INFORMATION

Are Taxes Current? Yes  No  Explain:

School District Code (Speak with your Treasurer if you do not know your 5-digit School District Code)	70070
---	-------

Company's Federal Employer Identification Number (FEIN)	38-2908992
---	------------

Senator's Name: Roger Victory	Senate District: 30
-------------------------------	---------------------

Representative's Name: Bradley Slagh	House District: 90
--------------------------------------	--------------------

Identify all the affected local governmental unit(s).

Holland Charter Township  
Ottawa County

**ATTACHMENT 1**

**Holland Charter Township Authorizing Resolutions**

[To be included]



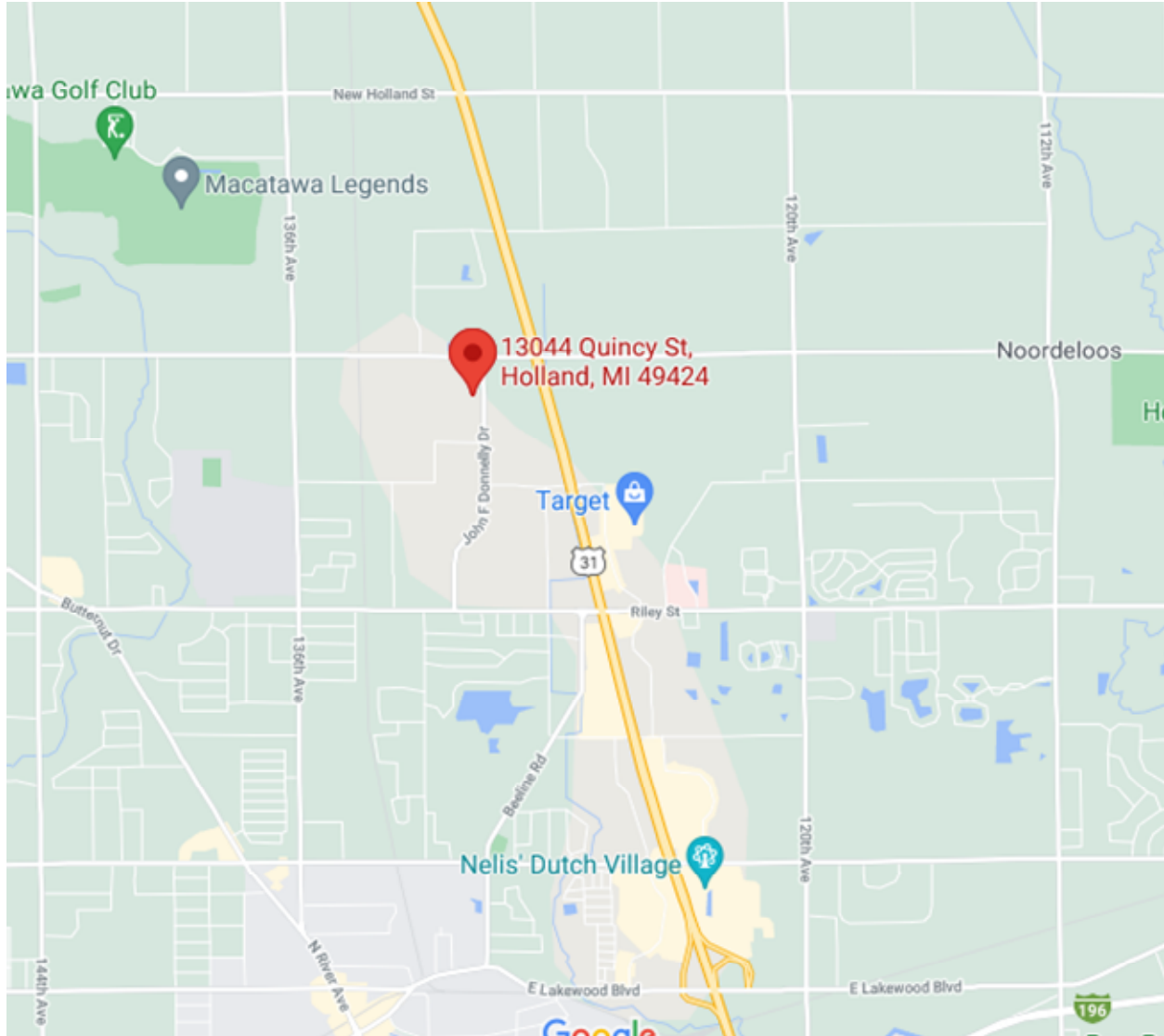
**ATTACHMENT 2**

**Financial Commitment**

[To be provided to the MEDC]

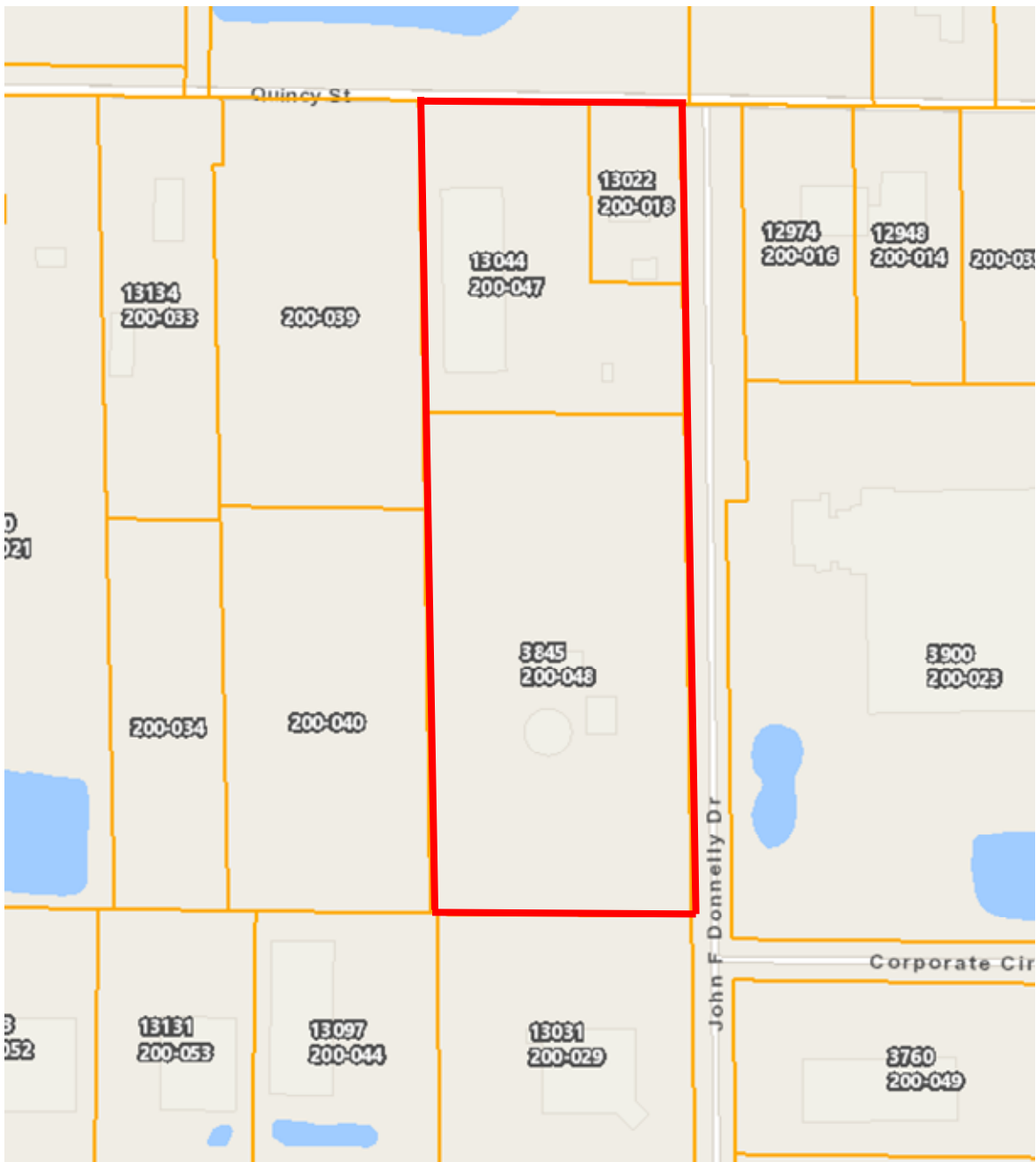
### ATTACHMENT 3

## Map of Holland Charter Township and the Proposed Agricultural Processing Renaissance Zone



Three (3) parcels were recently combined to form the Property that comprises the proposed Agricultural Processing Renaissance Zone.

- 13044 Quincy Street (Parcel # 70-16-08-200-047)
- 13022 Quincy Street (Parcel # 70-16-08-200-018)
- 3845 John F Donnelly Drive (Parcel # 70-16-08-200-048)



**ATTACHMENT 4**

**Property Parcel Map**

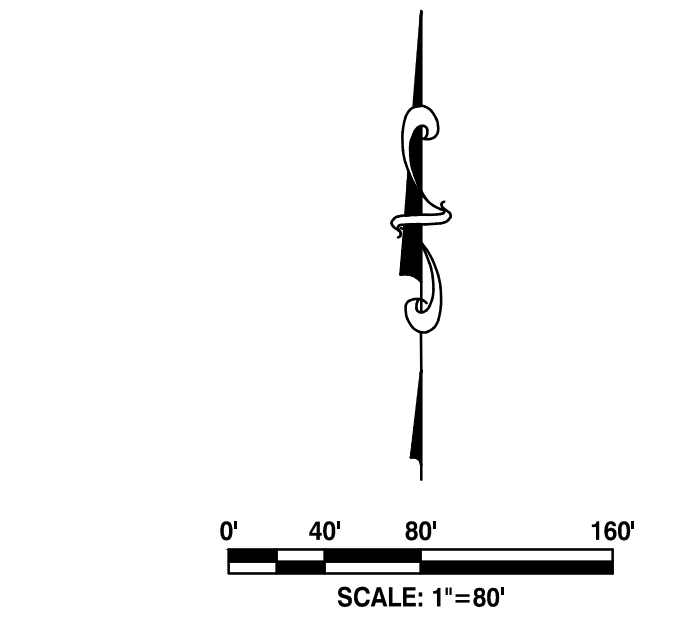
# TOPOGRAPHIC / BOUNDARY SURVEY

## SURVEY CONTROL

POINT NUMBER	NORTHING (ASSUMED)	EASTING (ASSUMED)	ELEVATION (NAVD 88)
50	8910.1891'	7414.7195'	625.14'
51	8627.7201'	7516.7409'	622.70'
53	8653.0009'	7700.7895'	624.98'
54	8297.5546'	7743.9079'	620.06'
55	7967.2107'	7701.1151'	621.22'
56	9076.0920'	7736.5750'	624.53'
57	9017.7790'	7290.5990'	623.89'
58	8916.2874'	7610.0632'	627.39'
59	8852.6823'	7679.3053'	625.86'
60	8854.0673'	7973.0276'	627.10'

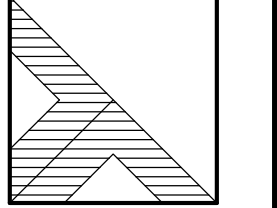


LOCATION MAP - NO SCALE



## LEGEND

LEGEND	EXISTING
BENCHMARK	BM #1
SET CAPPED REBAR #6285	REBAR
FOUND IRON	IRON
CONTROL POINT	CP
DESCRIBED	D
MEASURED	M
UNKNOWN MANHOLE	U
STORM SEWER MANHOLE	SS
CATCH BASIN	CB
ROOF DRAIN	RD
SANITARY SEWER MANHOLE	SSW
CLEANOUT	CO
FIRE HYDRANT	FH
WATER VALVE	WV
GAS METER	GM
UTILITY RISERS	UR
UTILITY POLE	UP
LIGHT POLE	LP
GUY ANCHOR	GA
TRANSFORMER	TR
HAND HOLE (ELECTRIC)	HH
ELECTRIC METER	EM
SIGN	S
BOLLARD POST	BP
POST	P
UNDERGROUND COMMUNICATIONS LINE MARKER	UCLM
UNDERGROUND ELECTRIC LINE MARKER	UEL
UNDERGROUND GAS LINE MARKER	UGL
UNDERGROUND PIPELINE MARKER	UPL
GATE	G
FENCE LINE	F
OVERHEAD UTILITIES	OHU
UNDERGROUND ELECTRIC	UE
COMMUNICATIONS	UC
TELEPHONE	TEL
FIBER OPTIC	FO
GAS LINE	GL
EXISTING WATER LINE	W
EXISTING STORM SEWER	ST
EXISTING SANITARY SEWER	SAN
BITUMINOUS SURFACE	BS
CONCRETE SURFACE	CS
GRAVEL SURFACE	GS
CONFEROUS TREE	CT
DECIDUOUS TREE	DT
ORNAMENTAL BUSH	OB



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Kalamazoo, MI  
269-544-1455

Lansing, MI  
517-889-6210

Ypsilanti, MI  
734-368-9483

**REQUEST FOODS, INC.**  
13044 QUINCY STREET, HOLLAND, MICHIGAN 49424  
SECTION 08, T05N, R15W, HOLLAND TWP., OTTAWA CO.  
-FOR-  
**DAN VOS CONSTRUCTION COMPANY**  
6160 E. FULTON, P.O. BOX 189, ADA, MICHIGAN 49301

## REVISIONS

NO.	DESCRIPTION
1	ADDED ADDITIONAL TOPO AND TREES 4-27-2021 MJL
2	ADDED PARCEL 'C' BOUNDARY AND TOPO 06-17-2021 GLK

Drawn By: **GLK**

Scale: **1"=80'**

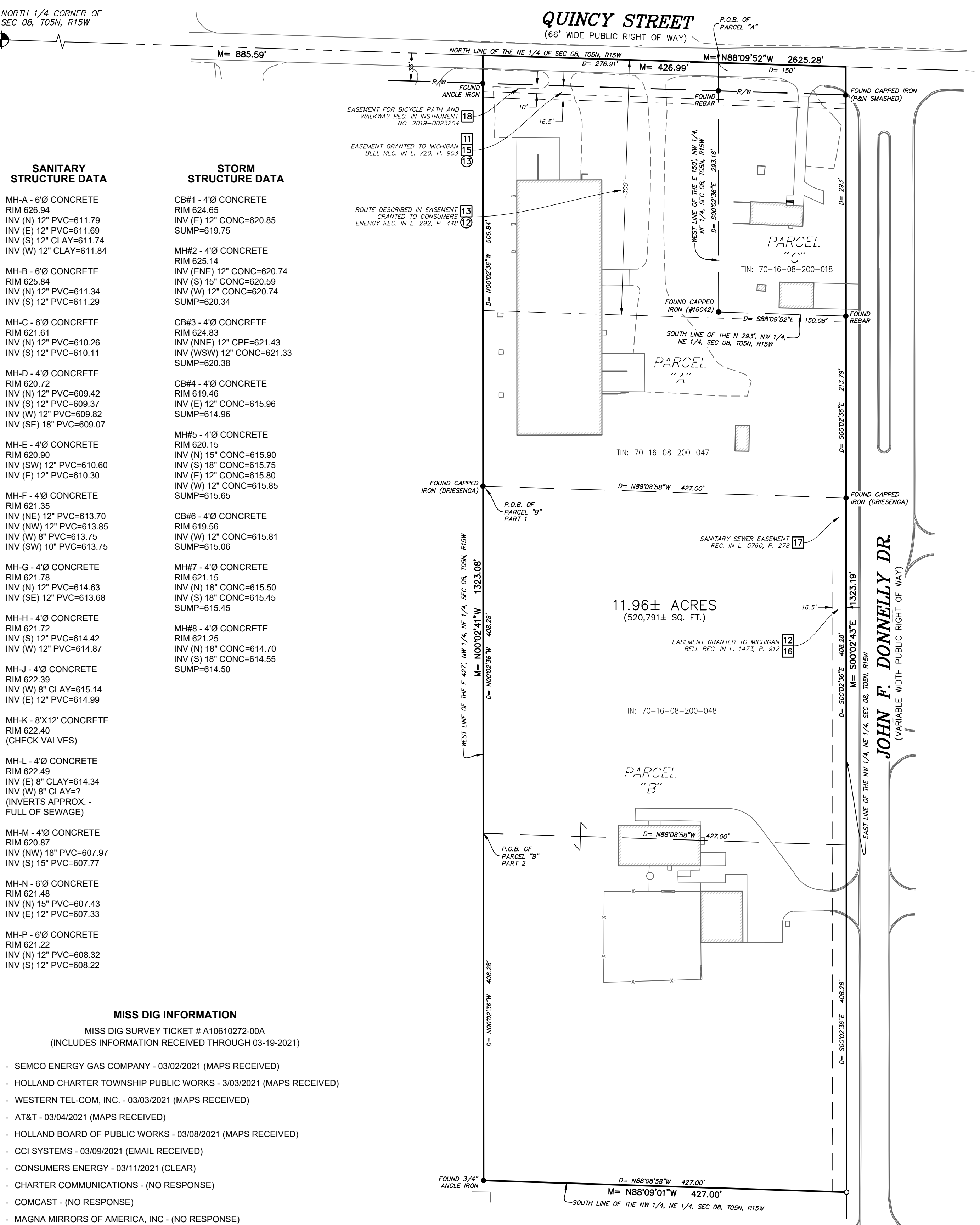
Date: **03-18-2021**

Project #: **2110141.5A**

Sheet Title: **TOPOGRAPHIC & BOUNDARY SURVEY**

Sheet #: **V-101**

1 of 3



**PARCEL "A"**  
SCHEDULE "A" LEGAL DESCRIPTION  
FROM: TRANSNATION TITLE AGENCY OF MICHIGAN  
COMMITMENT NO.: 282406GRS (EFFECTIVE DATE: JULY 19, 2019)

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88°09'52" WEST 1462.64 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'36" EAST 293.16 FEET ALONG THE WEST LINE OF THE EAST 150 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°09'52" EAST 150.08 FEET ALONG THE SOUTH LINE OF THE NORTH 293 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°02'36" EAST 213.79 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 88°08'58" WEST 427.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00°02'36" WEST 506.84 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°09'52" EAST 276.91 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR SEWER LINE PURPOSES WITHIN THE FOLLOWING DESCRIBED PARCEL:  
THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88°09'52" WEST 1462.64 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°02'36" EAST 293.16 FEET ALONG THE WEST LINE OF THE EAST 150 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°09'52" EAST 150.08 FEET ALONG THE SOUTH LINE OF THE NORTH 293 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°02'36" EAST 213.79 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°02'36" EAST 42.52 FEET; THENCE SOUTH 89°57'24" WEST 20.00 FEET; THENCE NORTH 00°02'36" WEST 43.18 FEET; THENCE SOUTH 88°08'58" EAST 20.01 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

**PARCEL "B"**  
SCHEDULE B-II EXCEPTIONS  
FROM: TRANSNATION TITLE AGENCY OF MICHIGAN  
COMMITMENT NO.: 282406GRS (EFFECTIVE DATE: JULY 19, 2019)

- 13 EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 292, PAGE 448. (BLANKET EASEMENT OVER ENTIRE PARCEL - ROUTE SHOWN HEREON)
- 15 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 720, PAGE 903. (SHOWN ON DRAWING)
- 16 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 1473, PAGE 912. (SHOWN ON DRAWING)
- 17 TERMS, CONDITIONS AND PROVISIONS WHICH ARE RECITED IN THE SEWER EASEMENT AGREEMENT RECORDED IN LIBER 5760, PAGE 278. (SHOWN ON DRAWING)
- 18 EASEMENTS AND THE TERMS, CONDITIONS AND PROVISIONS THEREOF WHICH ARE RECITED IN THE BICYCLE PATH AND WALKWAY EASEMENT RECORDED IN INSTRUMENT NO. 2019-0023204. (SHOWN ON DRAWING)

**PARCEL "C"**  
SCHEDULE "A" LEGAL DESCRIPTION  
FROM: TRANSNATION TITLE AGENCY OF MICHIGAN  
FILE NO.: 345128LKS (EFFECTIVE DATE: MARCH 17, 2021)

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 09 MINUTES 52 SECONDS WEST 1739.55 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 506.84 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 08 MINUTES 58 SECONDS EAST 427.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 408.28 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 08 MINUTES 58 SECONDS WEST 427.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 36 SECONDS WEST 408.28 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING;

AND  
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 09 MINUTES 52 SECONDS WEST 1739.55 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 915.12 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 08 MINUTES 58 SECONDS EAST 427.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS EAST 408.28 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH 88 DEGREES 08 MINUTES 58 SECONDS WEST 427.00 FEET ALONG THE WEST LINE OF THE EAST 427 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

**SCHEDULE B - SECTION II**  
MATTERS CONCERNING THE PROPERTY  
FROM: TRANSNATION TITLE AGENCY OF MICHIGAN  
FILE NO.: 345128LKS (EFFECTIVE DATE: MARCH 17, 2021)

- 11 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 720, PAGE 903. (SHOWN ON DRAWING)
- 12 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 1473, PAGE 912. (SHOWN ON DRAWING)

**PARCEL "C"**  
SCHEDULE "A" LEGAL DESCRIPTION  
FROM: TRANSNATION TITLE AGENCY OF MICHIGAN  
COMMITMENT NO.: 353808GRS (COMMITMENT DATE: MAY 28, 2021)

THE EAST 150 FEET OF THE NORTH 293 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

**SCHEDULE B-II EXCEPTIONS**  
FROM: TRANSNATION TITLE AGENCY OF MICHIGAN  
COMMITMENT NO.: 353808GRS (COMMITMENT DATE: MAY 28, 2021)

- 12 EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 292, PAGE 448. (BLANKET EASEMENT OVER ENTIRE PARCEL - DESCRIBED ROUTE SHOWN ON DRAWING)
- 13 EASEMENT GRANTED TO MICHIGAN BELL TELEPHONE COMPANY RECORDED IN LIBER 720, PAGE 903. (SHOWN ON DRAWING)

## SURVEYOR'S NOTES

- UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL FIELD MEASUREMENTS AND AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
- NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG - CALL MISS DIG AT 811.
- CONTOUR INTERVAL = 1 FOOT.
- THE FIELD WORK WAS COMPLETED ON MARCH 10, 2021.

## SANITARY STRUCTURE DATA

- MH-A - 6"Ø CONCRETE RIM 626.94  
INV (N) 12" PVC=611.79  
INV (E) 12" PVC=611.09  
INV (S) 12" CLAY=611.74  
INV (W) 12" CLAY=611.84
- MH-B - 6"Ø CONCRETE RIM 625.84  
INV (N) 12" PVC=611.34  
INV (S) 12" PVC=611.29
- MH-C - 6"Ø CONCRETE RIM 621.61  
INV (N) 12" PVC=610.26  
INV (S) 12" PVC=610.11
- MH-D - 6"Ø CONCRETE RIM 620.72  
INV (N) 12" PVC=609.42  
INV (S) 12" PVC=609.37  
INV (W) 12" PVC=609.82  
INV (SE) 18" PVC=609.07
- MH-E - 4"Ø CONCRETE RIM 620.90  
INV (SW) 12" PVC=610.60  
INV (E) 12" PVC=610.30
- MH-F - 4"Ø CONCRETE RIM 621.35  
INV (NE) 12" PVC=613.70  
INV (NW) 12" PVC=613.85  
INV (W) 8" PVC=613.75  
INV (SW) 10" PVC=613.75
- MH-G - 4"Ø CONCRETE RIM 621.78  
INV (N) 12" PVC=614.63  
INV (SE) 12" PVC=613.68
- MH-H - 4"Ø CONCRETE RIM 621.72  
INV (S) 12" PVC=614.42  
INV (W) 12" PVC=614.87
- MH-J - 4"Ø CONCRETE RIM 622.39  
INV (W) 8" CLAY=615.14  
INV (E) 12" PVC=614.99
- MH-K - 8"X12" CONCRETE RIM 622.40 (CHECK VALVES)
- MH-L - 4"Ø CONCRETE RIM 622.49  
INV (E) 8" CLAY=614.34  
INV (W) 8" CLAY=7 (INVERTS APPROX. - FULL OF SEWAGE)
- MH-M - 4"Ø CONCRETE RIM 620.87  
INV (NW) 18" PVC=607.97  
INV (S) 15" PVC=607.77
- MH-N - 6"Ø CONCRETE RIM 621.48  
INV (N) 15" PVC=607.43  
INV (E) 12" PVC=607.33
- MH-P - 6"Ø CONCRETE RIM 621.22  
INV (N) 12" PVC=608.32  
INV (S) 12" PVC=608.22

## STORM STRUCTURE DATA

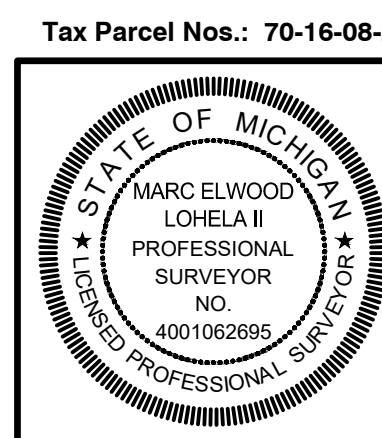
- CB#1 - 4"Ø CONCRETE RIM 624.65  
INV (E) 12" CONC=620.85  
SUMP=619.75
- MH#2 - 4"Ø CONCRETE RIM 625.14  
INV (ENE) 12" CONC=620.74  
INV (S) 15" CONC=620.59  
INV (W) 12" CONC=620.74  
SUMP=620.34
- CB#3 - 4"Ø CONCRETE RIM 624.83  
INV (NNE) 12" CPE=621.43  
INV (WSW) 12" CONC=621.33  
SUMP=620.38
- CB#4 - 4"Ø CONCRETE RIM 619.48  
INV (E) 12" CONC=615.96  
SUMP=614.96
- MH#5 - 4"Ø CONCRETE RIM 620.15  
INV (N) 15" CONC=615.90  
INV (S) 18" CONC=615.75  
INV (E) 12" CONC=615.80  
INV (W) 12" CONC=615.85  
SUMP=615.65
- CB#6 - 4"Ø CONCRETE RIM 619.56  
INV (W) 12" CONC=615.81  
SUMP=615.06
- MH#7 - 4"Ø CONCRETE RIM 621.15  
INV (N) 18" CONC=615.50  
INV (S) 18" CONC=615.45  
SUMP=614.50
- MH#8 - 4"Ø CONCRETE RIM 621.25  
INV (N) 18" CONC=614.70  
INV (S) 18" CONC=614.55  
SUMP=614.50

## MISS DIG INFORMATION

- MISS DIG SURVEY TICKET # A10810272-00A (INCLUDES INFORMATION RECEIVED THROUGH 03-19-2021)
- SEMCO ENERGY GAS COMPANY - 03/02/2021 (MAPS RECEIVED)
  - HOLLAND CHARTER TOWNSHIP PUBLIC WORKS - 3/03/2021 (MAPS RECEIVED)
  - WESTERN TEL-COM, INC. - 03/03/2021 (MAPS RECEIVED)
  - AT&T - 03/04/2021 (MAPS RECEIVED)
  - HOLLAND BOARD OF PUBLIC WORKS - 03/08/2021 (MAPS RECEIVED)
  - CCI SYSTEMS - 03/09/2021 (EMAIL RECEIVED)
  - CONSUMERS ENERGY - 03/11/2021 (CLEAR)
  - CHARTER COMMUNICATIONS - (NO RESPONSE)
  - COMCAST - (NO RESPONSE)
  - MAGNA MIRRORS OF AMERICA, INC - (NO RESPONSE)
  - REQUEST FOODS, INC. - (NO RESPONSE)



Know what's below.  
Call before you dig.

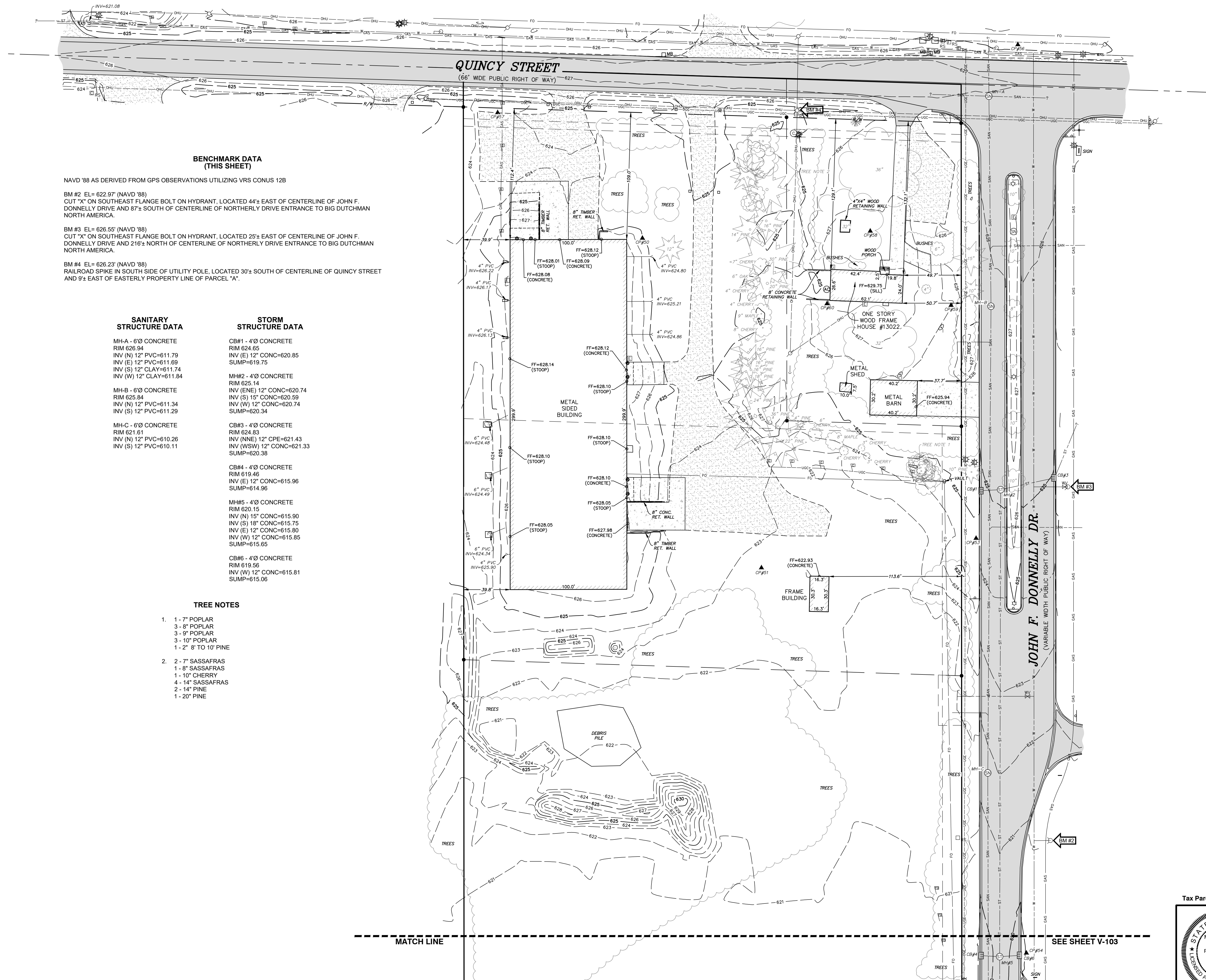


Tax Parcel Nos.: 70-16-08-200-047 & 70-16-08-200-048

Marc Elwood Lohela II  
P.S. No. 4001062695

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

# TOPOGRAPHIC / BOUNDARY SURVEY



### BENCHMARK DATA (THIS SHEET)

NAVD '88 AS DERIVED FROM GPS OBSERVATIONS UTILIZING VRS CONUS 12B

BM #2 EL= 622.97' (NAVD '88)  
CUT "X" ON SOUTHEAST FLANGE BOLT ON HYDRANT, LOCATED 44'± EAST OF CENTERLINE OF JOHN F. DONNELLY DRIVE AND 87'± SOUTH OF CENTERLINE OF NORTHERLY DRIVE ENTRANCE TO BIG DUTCHMAN NORTH AMERICA.

BM #3 EL= 626.55' (NAVD '88)  
CUT "X" ON SOUTHEAST FLANGE BOLT ON HYDRANT, LOCATED 25'± EAST OF CENTERLINE OF JOHN F. DONNELLY DRIVE AND 216'± NORTH OF CENTERLINE OF NORTHERLY DRIVE ENTRANCE TO BIG DUTCHMAN NORTH AMERICA.

BM #4 EL= 626.23' (NAVD '88)  
RAILROAD SPIKE IN SOUTH SIDE OF UTILITY POLE, LOCATED 30'± SOUTH OF CENTERLINE OF QUINCY STREET AND 9'± EAST OF EASTERLY PROPERTY LINE OF PARCEL "A".

### SANITARY STRUCTURE DATA

MH-A - 6'Ø CONCRETE  
RIM 626.94  
INV (N) 12" PVC=611.79  
INV (E) 12" PVC=611.69  
INV (S) 12" CLAY=611.74  
INV (W) 12" CLAY=611.84

MH-B - 6'Ø CONCRETE  
RIM 625.84  
INV (N) 12" PVC=611.34  
INV (S) 12" PVC=611.29

MH-C - 6'Ø CONCRETE  
RIM 621.61  
INV (N) 12" PVC=610.26  
INV (S) 12" PVC=610.11

### STORM STRUCTURE DATA

CB#1 - 4'Ø CONCRETE  
RIM 624.65  
INV (E) 12" CONC=620.85  
SUMP=619.75

MH#2 - 4'Ø CONCRETE  
RIM 625.14  
INV (ENE) 12" CONC=620.74  
INV (W) 12" CONC=620.74  
SUMP=620.34

CB#3 - 4'Ø CONCRETE  
RIM 624.83  
INV (NNE) 12" CPE=621.43  
INV (WSW) 12" CONC=621.33  
SUMP=620.38

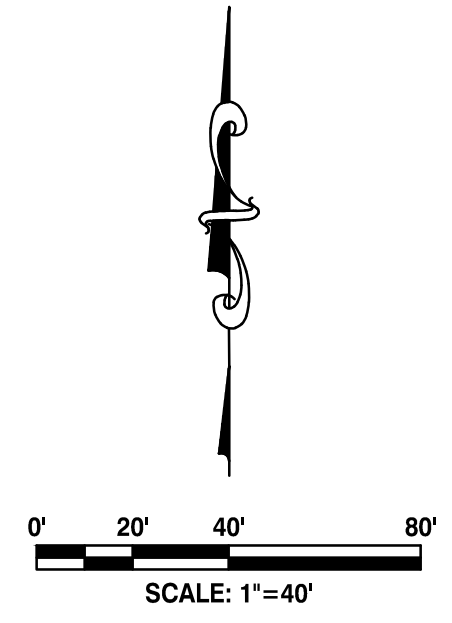
CB#4 - 4'Ø CONCRETE  
RIM 619.46  
INV (E) 12" CONC=615.96  
SUMP=614.96

MH#5 - 4'Ø CONCRETE  
RIM 620.15  
INV (N) 15" CONC=615.90  
INV (S) 18" CONC=615.75  
INV (E) 12" CONC=615.80  
INV (W) 12" CONC=615.85  
SUMP=615.65

CB#6 - 4'Ø CONCRETE  
RIM 619.56  
INV (W) 12" CONC=615.81  
SUMP=615.06

### TREE NOTES

1. 1 - 7" POPLAR
- 1 - 8" POPLAR
- 3 - 9" POPLAR
- 3 - 10" POPLAR
- 1 - 2" 8' TO 10' PINE
2. 2 - 7" SASSAFRAS
- 1 - 8" SASSAFRAS
- 1 - 10" CHERRY
- 4 - 14" SASSAFRAS
- 2 - 14" PINE
- 1 - 20" PINE



### LEGEND

BENCHMARK		EXISTING	
SET CAPPED REBAR #62895			
FOUND IRON			
CONTROL POINT			
DESCRIBED			
MEASURED			
UNKNOWN MANHOLE			
STORM SEWER MANHOLE			
CATCH BASIN			
ROOF DRAIN			
SANITARY SEWER MANHOLE			
CLEANOUT			
FIRE HYDRANT			
WATER VALVE			
GAS METER			
UTILITY RISERS			
UTILITY POLE			
LIGHT POLE			
GUY ANCHOR			
TRANSFORMER			
HAND HOLE (ELECTRIC)			
ELECTRIC METER			
SIGN			
BOLLARD POST			
POST			
UNDERGROUND COMMUNICATIONS LINE MARKER			
UNDERGROUND ELECTRIC LINE MARKER			
UNDERGROUND GAS LINE MARKER			
UNDERGROUND PIPELINE MARKER			
GATE			
FENCE LINE			
OVERHEAD UTILITIES			
UNDERGROUND ELECTRIC COMMUNICATIONS			
TELEPHONE			
FIBER OPTIC			
GAS LINE			
EXISTING WATER LINE			
EXISTING STORM SEWER			
EXISTING SANITARY SEWER			
BITUMINOUS SURFACE		CONCRETE SURFACE	
CONFERRIOUS TREE		GRAVEL SURFACE	
		DECIDUOUS TREE	
		ORNAMENTAL BUSH	

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Lansing, MI  
517-889-6210

Ypsilanti, MI  
734-368-9483

**REQUEST FOODS, INC.**

13044 QUINCY STREET, HOLLAND, MICHIGAN 49424  
SECTION 08, T05N, R15W, HOLLAND TWP., OTTAWA CO.  
-FOR-

**DAN VOS CONSTRUCTION COMPANY**  
6160 E. FULTON, P.O. BOX 189, ADA, MICHIGAN 49301

REVISIONS	
1	ADDED ADDITIONAL TOPO AND TREES 4-27-2021 MJJ
2	ADDED PARCEL "C" BOUNDARY AND TOPO 06-17-2021 GLK

Drawn By: **GLK**

Scale: **1"=40'**

Date: **03-18-2021**

Project #: **2110141.5A**

Sheet Title: **TOPOGRAPHIC & BOUNDARY SURVEY**

Sheet #: **V-102**  
2 of 3

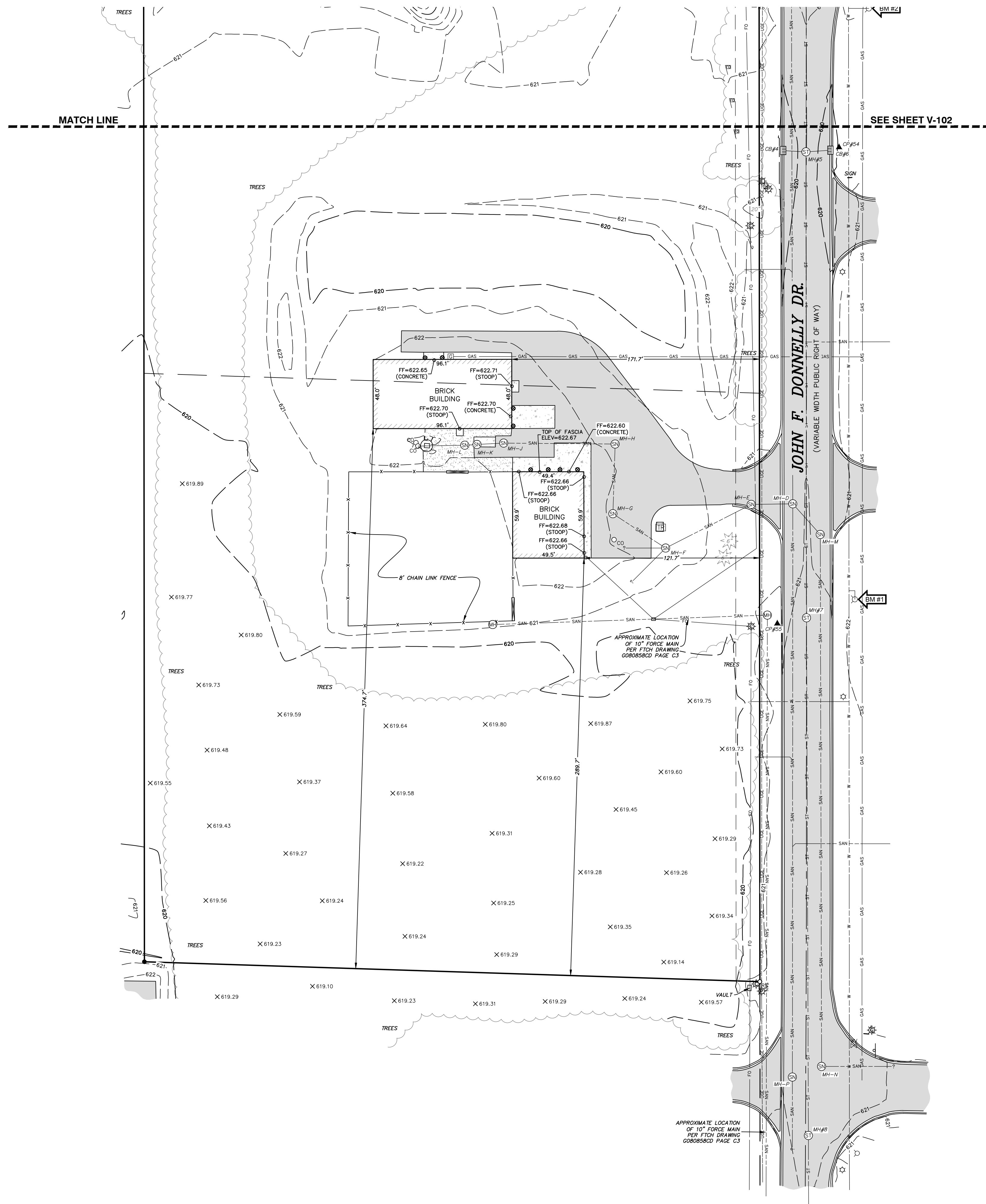
Tax Parcel Nos.: 70-16-08-200-047 & 70-16-08-200-048



Marc Elwood Lohela II  
P.S. No. 4001062695

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

**TOPOGRAPHIC / BOUNDARY SURVEY**



**BENCHMARK DATA  
(THIS SHEET)**

NAVD '88 AS DERIVED FROM GPS OBSERVATIONS UTILIZING VRS CONUS 12B  
 BM #1 EL= 622.88' (NAVD '88)  
 CUT "X" ON SOUTHEAST FLANGE BOLT ON HYDRANT, LOCATED 30± EAST OF CENTERLINE OF JOHN F. DONNELLY DRIVE AND 77± SOUTH OF CENTERLINE OF SOUTHERLY DRIVE ENTRANCE TO BIG DUTCHMAN NORTH AMERICA.

**SANITARY  
STRUCTURE DATA  
(THIS SHEET)**

MH-D - 4'Ø CONCRETE  
 RIM 620.72  
 INV (N) 12" PVC=609.42  
 INV (S) 12" PVC=609.37  
 INV (W) 12" PVC=609.82  
 INV (SE) 18" PVC=609.07

MH-E - 4'Ø CONCRETE  
 RIM 620.90  
 INV (SW) 12" PVC=610.60  
 INV (E) 12" PVC=610.30

MH-F - 4'Ø CONCRETE  
 RIM 621.35  
 INV (NE) 12" PVC=613.70  
 INV (NW) 12" PVC=613.85  
 INV (W) 8" PVC=613.75  
 INV (SW) 10" PVC=613.75

MH-G - 4'Ø CONCRETE  
 RIM 621.78  
 INV (N) 12" PVC=614.63  
 INV (SE) 12" PVC=613.68

MH-H - 4'Ø CONCRETE  
 RIM 621.72  
 INV (S) 12" PVC=614.42  
 INV (W) 12" PVC=614.87

MH-J - 4'Ø CONCRETE  
 RIM 622.39  
 INV (W) 8" CLAY=615.14  
 INV (E) 12" PVC=614.99

MH-K - 8'x12' CONCRETE  
 RIM 622.40  
 (CHECK VALVES)

MH-L - 4'Ø CONCRETE  
 RIM 622.49  
 INV (E) 8" CLAY=614.34  
 INV (W) 8" CLAY=614.34  
 (INVERTS APPROX. - FULL OF SEWAGE)

MH-M - 4'Ø CONCRETE  
 RIM 620.87  
 INV (NW) 18" PVC=607.97  
 INV (S) 15" PVC=607.77

MH-N - 6'Ø CONCRETE  
 RIM 621.48  
 INV (N) 15" PVC=607.43  
 INV (E) 12" PVC=607.33

MH-P - 6'Ø CONCRETE  
 RIM 621.22  
 INV (N) 12" PVC=608.32  
 INV (S) 12" PVC=608.22

**STORM  
STRUCTURE DATA  
(THIS SHEET)**

CB#4 - 4'Ø CONCRETE  
 RIM 619.46  
 INV (E) 12" CONC=615.96  
 SUMP=614.96

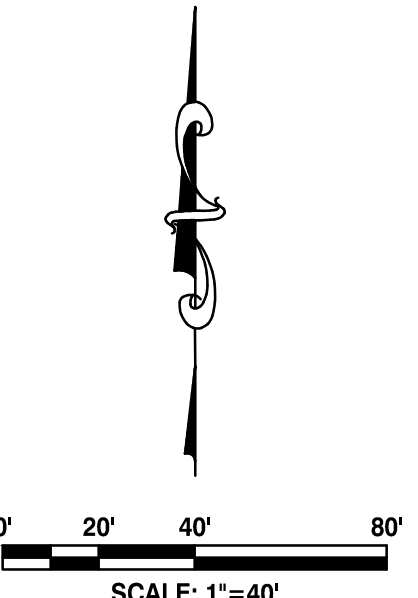
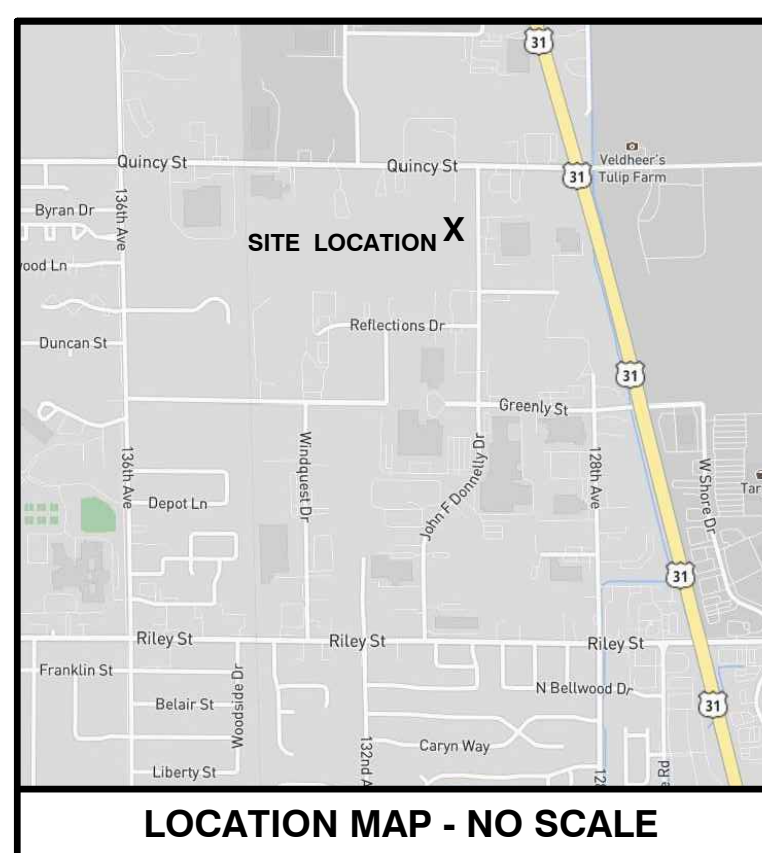
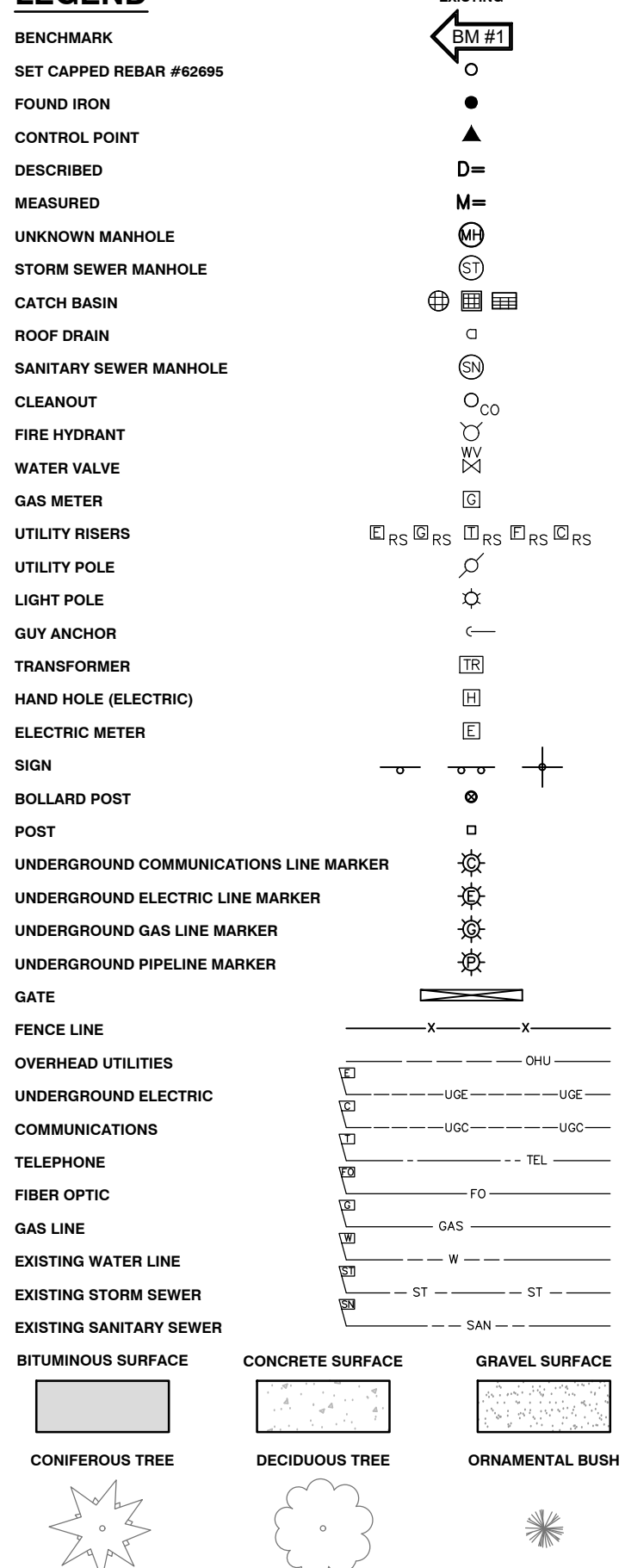
MH#5 - 4'Ø CONCRETE  
 RIM 620.15  
 INV (N) 15" CONC=615.90  
 INV (S) 18" CONC=615.75  
 INV (E) 12" CONC=615.80  
 INV (W) 12" CONC=615.85  
 SUMP=615.65

CB#6 - 4'Ø CONCRETE  
 RIM 619.56  
 INV (NW) 12" CONC=615.81  
 SUMP=615.06

MH#7 - 4'Ø CONCRETE  
 RIM 621.15  
 INV (N) 18" CONC=615.50  
 INV (S) 18" CONC=615.45  
 SUMP=615.45

MH#8 - 4'Ø CONCRETE  
 RIM 621.25  
 INV (N) 18" CONC=614.70  
 INV (S) 18" CONC=614.55  
 SUMP=614.50

**LEGEND**



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 517-889-6210  
 Ypsilanti, MI  
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**REQUEST FOODS, INC.**  
 13044 QUINCY STREET, HOLLAND, MICHIGAN 49424  
 SECTION 08, T05N, R15W, HOLLAND TWP., OTTAWA CO.  
**DAN VOS CONSTRUCTION COMPANY**  
 6160 E. FULTON, P.O. BOX 189, ADA, MICHIGAN 49301

**REVISIONS**

1	ADDED ADDITIONAL TOPO AND TREES 4-27-2021 MJJ
2	BOUNDARY AND TOPO 06-17-2021 GLK

Drawn By: **GLK**  
 Scale: 1"=40'  
 Date: 03-18-2021  
 Project #: 2110141.5A  
 Sheet Title: **TOPOGRAPHIC & BOUNDARY SURVEY**  
 Sheet #: **V-103**  
 3 of 3

Tax Parcel Nos.: 70-16-08-200-047 & 70-16-08-200-048

Marc Elwood Lohela II  
 P.S. No. 4001062695

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

**ATTACHMENT 5**

**Site Plan**



File Name: C:\Users\jgung\appdata\Local\Temp\21101411A\Map\21101411A.dwg; 2/10/2021 5:26:59 PM  
 User: jgung; Date: 2/10/2021 5:26:59 PM



Know what's below.  
 Call before you dig.

**PROJECT SUMMARY**

- PARCEL INFORMATION**  
 CURRENT ZONING: I-2 GENERAL INDUSTRIAL DISTRICT  
 SITE ADDRESS: 13044 QUINCY ST.  
 PARCEL NUMBER: 70-16-08-200-047  
 REQUIRED: 2 AC  
 PROVIDED: 11.96 AC  
 MIN. LAND AREA: 200 FT  
 PROVIDED: 277 FT  
 MIN. LOT WIDTH: 200 FT
- BUILDING**  
 REQUIRED: 45 FT  
 PROVIDED: 32 FT  
 MAX. BUILDING HEIGHT: N/A  
 PROVIDED: 37,576 SFT (EXISTING); 88,567 SFT (PROPOSED)  
 MAX. BUILDING SIZE: 40%  
 PROVIDED: 23.8%
- SETBACKS**  
 MIN REQUIRED: 75 FT  
 PROVIDED: 112.4 FT / 93.2 FT  
 FRONT (NORTH & EAST): 30 FT  
 PROVIDED: 39.9 FT  
 SIDE (WEST): 50 FT  
 PROVIDED: 478.6 FT  
 REAR (SOUTH): 50 FT
- REGULATORY APPROVALS**  
 THE PROJECT WILL REQUIRE THE FOLLOWING APPROVALS, AT A MINIMUM (OTHER PERMITS/APPROVAL MAY ALSO BE REQUIRED)  
 • HOLLAND TOWNSHIP SITE PLAN  
 • HOLLAND TOWNSHIP FIRE DEPARTMENT  
 • OTTAWA COUNTY WATER RESOURCES COMMISSIONER  
 • OTTAWA COUNTY SOIL EROSION & SEDIMENTATION CONTROL PERMIT  
 • OTTAWA COUNTY ROAD COMMISSION ROW/DRIVEWAY
- IMPACT ON PUBLIC SERVICES**  
 PROJECT WILL NOT RESULT IN ADVERSE IMPACT TO PUBLIC SERVICES, INCLUDING POLICE & FIRE PROTECTION, UTILITIES, TRAFFIC OR ROADWAYS.
- IMPACT TO SURROUNDING PROPERTIES**  
 USE OF PROPERTY WILL BE CONSISTENT WITH OTHER USES IN THIS ZONING DISTRICT AND IN THE SURROUNDING AREA. USE OF PROPERTY WILL NOT GENERATE ADVERSE LEVELS OF NOISE, VIBRATION, SMOKE, LIGHT, GLARE, OR OTHER PROBLEMATIC CONDITIONS.
- PARKING**  
 OFFICE: 2,999 SF / 300 SF = 9 SPACES  
 MANUFACTURING: 74,437 SF / 800 SF = 93 SPACES  
 WAREHOUSE: 38,692 SF / 2,000 SF = 19 SPACES  
 MECHANICAL SUPPORT: 15,383 SF / 800 SF = 19 SPACES  
 FUTURE WAREHOUSE: 49,975 SF / 2,000 SF = 25 SPACES  
 TOTAL REQUIRED: 165 SPACES  
 TOTAL PROVIDED: 84 SPACES (EXPECTED EMPLOYEES, MAX SHIFT = 35)  
 TOTAL DEFERRED: 81 SPACES (SEE EXHIBIT B, SEPARATE DOCUMENT)  
 \*SEE KEY PLAN (SEPARATE DOCUMENT)
- STORM WATER MANAGEMENT**  
 STORM WATER WILL BE COLLECTED IN A SERIES OF CATCH BASINS AND PIPES AND ROUTED TO A REGIONAL SUBSURFACE STORM WATER DETENTION SYSTEM.
- WATER/SEWER SERVICE**  
 SITE WILL BE SERVED BY NEW PRIVATE WATER AND SEWER CONNECTIONS CONNECTED TO EXISTING PUBLIC UTILITIES ADJACENT TO THE SITE. PROCESSING WASTEWATER WILL BE ROUTED THROUGH THE EXISTING WASTEWATER TREATMENT PLANT LOCATED AT THE SOUTH OF THE PROPERTY AND DISCHARGED THROUGH EXISTING PIPES.
- WETLANDS**  
 THERE ARE NO KNOWN REGULATED WETLANDS ON THE SUBJECT PROPERTY.
- FLOODPLAINS**  
 THERE ARE NO KNOWN REGULATORY FLOODPLAINS ON THE SUBJECT PROPERTY.
- LANDSCAPING**  
 SEE LANDSCAPING PLAN
- SITE LIGHTING**  
 PROPOSED LIGHTING WILL BE WITH SHIELDED LIGHT POLES AND WALL PACKS AT LOCATIONS SHOWN ON THE PHOTOMETRIC PLAN. LIGHTING WILL BE CONSISTENT WITH OTHER USES AND WILL COMPLY WITH ORDINANCE REQUIREMENTS.
- LOADING/UNLOADING OPERATIONS**  
 LOADING AREAS ARE AT OVERHEAD DOORS LOCATED AT THE SOUTH END OF THE BUILDING FOR PRODUCT.
- REFUSE MANAGEMENT**  
 DUMPSTER ARE LOCATED INSIDE THE BUILDING AT THE LOCATION SPECIFIED ON THE PLANS.
- CONSTRUCTION SCHEDULE**  
 CONSTRUCTION IS ANTICIPATED TO START IN SPRING, 2021 AND BE COMPLETED WITHIN 1 YEAR.

**GENERAL NOTES:**

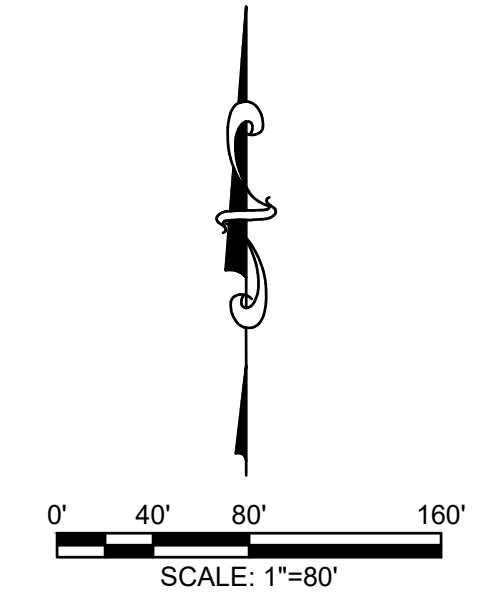
- CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL, STATE AND FEDERAL PERMITS REQUIRED.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF AUTHORITIES HAVING JURISDICTION.
- CALL "MISS DIG", 811, 72 HOURS PRIOR TO THE START OF ANY EXCAVATION.
- EXISTING UNDERGROUND UTILITIES ARE SHOWN BASED ON AVAILABLE RECORDS AND/OR TOPOGRAPHIC SURVEY DATA. THIS PLAN MAY NOT SHOW UTILITIES IN THEIR EXACT LOCATION AND MAY NOT SHOW ALL UTILITIES IN THE AREA.
- CONTRACTOR SHALL MAINTAIN UTILITY SERVICES AT ALL TIMES. ANY INTERRUPTION IN SERVICES TO THIS SITE OR ADJACENT SITES MUST BE SCHEDULED WITH THE OWNER, UTILITY PROVIDER, AND AFFECTED PROPERTIES 48 HOURS PRIOR TO THE INTERRUPTION.
- CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER.
- IF ANY DISCREPANCIES OR CONFLICTS ARE FOUND, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY PRIOR TO CONSTRUCTION OF AFFECTED WORK TO DETERMINE COURSE OF ACTION.
- CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS ON OR ADJACENT TO THE PROJECT SITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING AND COORDINATING THEIR WORK WITH ALL UTILITY PROVIDERS PRIOR TO CONSTRUCTION.
- PROVIDE BARRIERS OR OTHER PROTECTION TO KEEP VEHICULAR AND PEDESTRIAN TRAFFIC AWAY FROM CONSTRUCTION AREA AND OFF NEWLY PAVED AREAS.

**LAYOUT NOTES:**

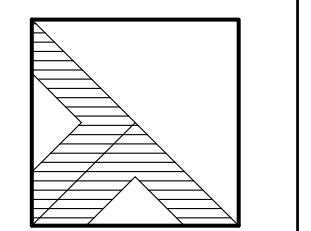
- CONTRACTOR SHALL REVIEW AND VERIFY SITE LAYOUT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ENGAGE A LICENSED SURVEYOR TO PERFORM ALL CONSTRUCTION LAYOUT AND STAKING AS NECESSARY.
- ALL COORDINATE POINTS AND DIMENSIONS GIVEN, UNLESS OTHERWISE NOTED, ARE TO BACK OF CURB AND FACE OF BUILDING WALL.
- REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING DIMENSIONS.
- INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE NEW CONCRETE MEETS EXISTING CONCRETE OR BITUMINOUS PAVEMENT.

**LEGEND**

BENCHMARK	EXISTING	PROPOSED
STORM SEWER MANHOLE		
CATCH BASIN		
FLARED END SECTION		
SANITARY SEWER MANHOLE		
CLEANOUT		
WELL HEAD		
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION		
SPRINKLER CONTROL VALVE		
SPRINKLER HEAD		
VALVE (WATER & GAS)		
GAS METER		
UTILITY RISERS		
UTILITY POLE		
LIGHT POLE		
GUY ANCHOR		
TRANSFORMER		
HAND HOLE (ELECTRIC)		
ELECTRIC METER		
GROUND MOUNTED LIGHT		
SIGN		
SOIL BORING		
BOLLARD POST		
POST		
GATE		
FENCE LINE		
OVERHEAD UTILITIES		
UNDERGROUND ELECTRIC		
COMMUNICATIONS		
TELEPHONE		
FIBER OPTIC		
GAS LINE		
EXISTING WATER LINE		
PROPOSED WATER LINE		
EXISTING STORM SEWER		
PROPOSED STORM SEWER		
EXISTING SANITARY SEWER		
PROPOSED SANITARY SEWER		
BITUMINOUS SURFACE		
EXISTING CONCRETE SURFACE		
PROPOSED CONCRETE SURFACE		
CONIFEROUS TREE		
DECIDUOUS TREE		
ORNAMENTAL BUSH		



**ISSUED FOR APPROVAL**



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 269-544-1455  
 Lansing, MI  
 517-889-6210  
 Ypsilanti, MI  
 734-368-9483

**REQUEST FOODS WAREHOUSE ADDITION**  
 13044 QUINCY STREET  
 SECTION 08, T05N, R15W, HOLLAND TWP., OTTAWA CO.  
**DAN VOS CONSTRUCTION COMPANY**  
 6160 E. FULTON, PO BOX 188, ADA, MI 49301

**ISSUED FOR:**

- ISSUED FOR SITE PLAN REVIEW 04-07-2021 D. EB C.CAG
- ISSUED FOR SITE PLAN REVIEW 04-28-2021 D. EB C.CAG
- ISSUED FOR HTC REVIEW 05-11-2021 D. EB C.CAG
- REVISED PER HCT 05-20-2021 D. EB C.CAG
- REVISED PER HCT 06-04-2021 D. ARG C.CAG
- REVISED PER OWNER 06-08-2021 D. ARG C.CAG
- AGENCY REVIEW 06-29-2021 D. ARG C.CAG
- AGENCY REVIEW 07-09-2021 D. ARG C.CAG
- AGENCY REVIEW 07-15-2021 D. ARG C.CAG
- AGENCY REVIEW 07-29-2021 D. ARG C.CAG
- BESC REVIEW 08-04-2021 D. ARG C.CAG
- AGENCY REVIEW 08-05-2021 D. ARG C.CAG
- AGENCY REVIEW 08-16-2021 D. ARG C.CAG
- BUILDING PERMIT 08-19-2021 D. ARG C.CAG

Project Manager:  
**CRAIG GENGLER**

Project #  
 2110141.1A

Sheet Title:  
**SITE OVERVIEW**

Sheet #  
**C-101**

6 of 14

**ATTACHMENT 6**

**Tax Bills and Information**

(PROPERTY/PARCEL NUMBER): 70-16-08-200-047

SCHOOL: 70070 CLASS: 301 TYPE: INDUSTRIAL W/ STRUCTURE

PROPERTY ADDRESS: 13044 QUINCY ST

TAXABLE VALUE: \$624,300  
STATE EQUAL VALUE: \$624,300  
PRE/MBT %: 0

MAKE CHECK PAYABLE TO HOLLAND CHARTER TWP.	TAXING AUTHORITY	TAX RATE	TAX AMOUNT															
<p>REQUEST FOODS INC  3460 JOHN F DONNELLY DR HOLLAND, MI 49424</p>	<p>HOLL TWP OPER HERRICK LIBRARY COUNTY E-911 COUNTY PARKS COUNTY ROADS COUNTY CMH WO SCH OPER WO SCH B&amp;S</p>	<p>4.86000 1.44630 0.42880 0.32330 0.48730 0.29230 18.00000 0.30000</p>	<p>3034.09 902.92 267.69 201.83 304.22 182.48 11237.40 187.29</p>															
<p>PAYMENT BY CREDIT CARD CAN BE DONE ON OUR WEBSITE AT: WWW.HCT.HOLLAND.MI.US OR AT THE TOWNSHIP OFFICE. A THIRD PARTY PROCESSING FEE OF 3% WILL APPLY.</p> <p>IF YOU DESIRE A RECEIPT, MAIL THE COMPLETE BILL WITH A STAMPED SELF ADDRESSED ENVELOPE, OR BRING THE COMPLETE BILL TO THE TREASURER'S OFFICE. A SECURE DEPOSIT BOX IS LOCATED IN THE FRONT ENTRANCE OR DRIVE-THRU LOT AS WELL.</p> <p>U.S. POSTAL SERVICE POSTMARKS BY THE ORIGINAL DUE DATE WILL BE ACCEPTED WITHOUT PENALTY IF RECEIVED WITHIN 7 DAYS.</p> <p>IF YOU ARE OVER 62, A VETERAN, OR DISABLED, YOU MAY BE ELIGIBLE FOR A DEFERMENT (POSTPONEMENT) OF THESE PROPERTY TAXES.</p> <p>IF YOUR MORTGAGE PAYMENT INCLUDES ESCROW OF PROPERTY TAXES, YOU MAY WISH TO FORWARD A COPY OF THIS STATEMENT TO THE ESCROW AGENT FOR TIMELY PAYMENT.</p>	<p>ENTERED DEC 31 2020 NOTE: DUE TO COVID-19, THE WEST OTTAWA PUBLIC SCHOOLS OPERATING MILLAGE RENEWAL WAS REMOVED FROM THE MAY ELECTION, AND WILL BE COLLECTED ON THE WINTER 2020 TAX BILL INSTEAD OF THE SUMMER 2020 TAX BILL.</p> <p>PAID FEB 11 2021 1.0283 DEC 23 2020 MINICE BUSH, TREASURER</p>	<p>TOTAL TAX DUE</p>	<p>\$16,317.92</p>															
<p>WE ACCEPT PARTIAL PAYMENTS. DO NOT INCLUDE OTHER PAYMENTS IN YOUR TAX CHECK. NOT RESPONSIBLE FOR PAYMENT ON WRONG PARCEL.</p>																		
<table border="1"> <thead> <tr> <th colspan="3">FISCAL YEAR</th> </tr> </thead> <tbody> <tr> <td>SCHOOL</td> <td>JULY 1</td> <td>JUNE 30</td> </tr> <tr> <td>STATE</td> <td>OCTOBER 1</td> <td>SEPTEMBER 30</td> </tr> <tr> <td>COUNTY</td> <td>OCTOBER 1</td> <td>SEPTEMBER 30</td> </tr> <tr> <td>TOWNSHIP</td> <td>JANUARY 1</td> <td>DECEMBER 31</td> </tr> </tbody> </table>				FISCAL YEAR			SCHOOL	JULY 1	JUNE 30	STATE	OCTOBER 1	SEPTEMBER 30	COUNTY	OCTOBER 1	SEPTEMBER 30	TOWNSHIP	JANUARY 1	DECEMBER 31
FISCAL YEAR																		
SCHOOL	JULY 1	JUNE 30																
STATE	OCTOBER 1	SEPTEMBER 30																
COUNTY	OCTOBER 1	SEPTEMBER 30																
TOWNSHIP	JANUARY 1	DECEMBER 31																

VINCE BUSH, TREASURER  
 HOLLAND CHARTER TOWNSHIP  
 353 N 120TH AVE  
 HOLLAND, MI 49424

LOCAL PROPERTY TAXES 2021 SUMMER

QUESTIONS CALL (616)395-0042  
 ADDRESS SERVICE REQUESTED  
 70-16-08-200-047

REQUEST FOODS INC  
 3460 JOHN F DONNELLY DR  
 HOLLAND, MI 49424-9569



<b>TOTAL TAXES DUE IF PAID</b>		<b>\$26,936.08</b>
NO LATER THAN <b>09/14/21</b>		
AMOUNT DUE ON 9/15 - 9/30		\$27,205.44
AMOUNT DUE IN OCTOBER		\$27,474.80
AMOUNT DUE IN NOVEMBER		\$27,744.16
AMOUNT DUE IN DECEMBER		\$28,013.52
AMOUNT DUE IN JANUARY		\$28,282.88
AMOUNT DUE ON 2/1 - 2/14		\$28,552.24
AMOUNT DUE ON 2/15 - 2/28		\$29,360.33
<b>PAYMENTS DUE BY 5 P.M.</b>		

NOTE: If the last day of any period or a fixed or final day is a Saturday, Sunday or legal holiday, the period or day is extended to include the next business day.



RETURN TOP PORTION WITH PAYMENT

LOCAL PROPERTY TAXES  
 2021 Summer

VINCE BUSH, TREASURER  
 HOLLAND CHARTER TOWNSHIP  
 353 N 120TH AVE  
 HOLLAND, MI 49424

TAX DUE AS OF: JULY 1, 2021  
 PAYMENT DEADLINE: SEP 14, 2021

(PROPERTY/PARCEL NUMBER): 70-16-08-200-047  
 SCHOOL: 70070 CLASS: 301 TYPE: INDUSTRIAL W/ STRUCTURE  
 PROPERTY ADDRESS: 13044 QUINCY ST ✓

TAXABLE VALUE:	<b>\$633,040</b>
STATE EQUAL VALUE:	<b>\$696,600</b>
PRE/MBT %:	0

MAKE CHECK PAYABLE TO HOLLAND CHARTER TWP.

REQUEST FOODS INC  
 3460 JOHN F DONNELLY DR  
 HOLLAND, MI 49424

PAYMENT BY CREDIT CARD CAN BE DONE ON OUR WEBSITE AT: WWW.HCT.HOLLAND.MI.US OR AT THE TOWNSHIP OFFICE. THIRD PARTY PROCESSING FEE OF 3% WILL APPLY.

IF YOU DESIRE A RECEIPT, MAIL THE COMPLETE BILL WITH A STAMPED SELF ADDRESSED ENVELOPE, OR BRING THE COMPLETE BILL TO THE TREASURER'S OFFICE. A SECURE DEPOSIT BOX IS LOCATED IN THE FRONT ENTRANCE OR DRIVE THRU LOT AS WELL.

U.S. POSTAL SERVICE POSTMARKS BY THE ORIGINAL DUE DATE WILL BE ACCEPTED WITHOUT PENALTY IF RECEIVED WITHIN 7 DAYS.

IF YOU ARE OVER 62, A VETERAN, DISABLED, OR A FARMER AND YOUR HOUSEHOLD INCOME IS \$40,000 OR LESS PER YEAR, YOU MAY BE ELIGIBLE FOR A DEFERMENT (POSTPONEMENT) OF THESE PROPERTY TAXES. CALL US AT 616-395-0042.

IF YOUR MORTGAGE PAYMENT INCLUDES ESCROW OF PROPERTY TAXES, YOU MAY WISH TO FORWARD A COPY OF THIS STATEMENT TO THE ESCROW AGENT FOR TIMELY PAYMENT.

TAXING AUTHORITY	TAX RATE	TAX AMOUNT
STATE EDUC TAX	6.00000	3798.24
OTTAWA ISD	6.22450	3940.35
COUNTY OPER	3.90000	2468.85
WEST OTTAWA PUBLIC SCH DI		
WO SCH DEBT	7.75000	4906.06
WO SCH OPER	18.00000	11394.72
WO SCH B&S	0.29680	187.88
MAX PBL TRAN	0.37910	239.98
<b>1.0283</b>		
TOTAL TAX DUE	<b>JUL 21 2021</b>	<b>\$26,936.08</b>

KEEP FOR YOUR FILES

WE ACCEPT PARTIAL PAYMENTS. DO NOT INCLUDE OTHER PAYMENTS IN YOUR TAX CHECK. NOT RESPONSIBLE FOR PAYMENT ON THE WRONG PARCEL

FISCAL YEAR		
SCHOOL	JULY 1	JUNE 30
STATE	OCTOBER 1	SEPTEMBER 30
COUNTY	OCTOBER 1	SEPTEMBER 30
TOWNSHIP	JANUARY 1	DECEMBER 31

VINCE BUSH, TREASURER  
 HOLLAND CHARTER TOWNSHIP  
 353 N 120TH AVE  
 HOLLAND, MI 49424

LOCAL PROPERTY TAXES

2021 SUMMER

QUESTIONS CALL (616)395-0042  
 ADDRESS SERVICE REQUESTED  
 70-55-17-120-070

<b>TOTAL TAXES DUE IF PAID</b>		<b>\$2,512.45</b>
<b>NO LATER THAN 09/14/21</b>		
AMOUNT DUE ON 9/15 - 9/30		\$2,537.57
AMOUNT DUE IN OCTOBER		\$2,562.70
AMOUNT DUE IN NOVEMBER		\$2,587.82
AMOUNT DUE IN DECEMBER		\$2,612.95
AMOUNT DUE IN JANUARY		\$2,638.07
AMOUNT DUE ON 2/1 - 2/14		\$2,663.20
AMOUNT DUE ON 2/15 - 2/28		\$2,738.57
<b>PAYMENTS DUE BY 5 P.M.</b>		

REQUEST FOODS INC  
 PO BOX 2577  
 HOLLAND, MI 49422-2577



NOTE: If the last day of any period or a fixed or final day is a Saturday, Sunday or legal holiday, the period or day is extended to include the next business day.



RETURN TOP PORTION WITH PAYMENT

VINCE BUSH, TREASURER  
 HOLLAND CHARTER TOWNSHIP  
 353 N 120TH AVE  
 HOLLAND, MI 49424

LOCAL PROPERTY TAXES  
 2021 Summer

TAX DUE AS OF: JULY 1, 2021  
 PAYMENT DEADLINE: SEP 14, 2021

(PROPERTY/PARCEL NUMBER): 70-55-17-120-070

SCHOOL: 70070 CLASS: 303 TYPE: IFT INDUSTRIAL - REAL

PROPERTY ADDRESS: 13044 QUINCY ST ✓

TAXABLE VALUE:	\$103,500
STATE EQUAL VALUE:	\$103,500
PRE/MBT %:	0

MAKE CHECK PAYABLE TO HOLLAND CHARTER TWP.

REQUEST FOODS INC  
 PO BOX 2577  
 HOLLAND, MI 49424

TAXING AUTHORITY	TAX RATE	TAX AMOUNT
STATE EDUC TAX	6.00000	621.00
OTTAWA ISD	3.11225	322.11
COUNTY OPER	1.95000	201.82
WEST OTTAWA PUBLIC SCH DI		
WO SCH DEBT	3.87500	401.06
WO SCH OPER	9.00000	931.50
WO SCH B&S	0.14840	15.35
MAX PBL TRAN	0.18955	19.61

PAYMENT BY CREDIT CARD CAN BE DONE ON OUR WEBSITE AT: WWW.HCT.HOLLAND.MI.US OR AT THE TOWNSHIP OFFICE. THIRD PARTY PROCESSING FEE OF 3% WILL APPLY.

IF YOU DESIRE A RECEIPT, MAIL THE COMPLETE BILL WITH A STAMPED SELF ADDRESSED ENVELOPE, OR BRING THE COMPLETE BILL TO THE TREASURER'S OFFICE. A SECURE DEPOSIT BOX IS LOCATED IN THE FRONT ENTRANCE OR DRIVE THRU LOT AS WELL.

U.S. POSTAL SERVICE POSTMARKS BY THE ORIGINAL DUE DATE WILL BE ACCEPTED WITHOUT PENALTY IF RECEIVED WITHIN 7 DAYS.

IF YOU ARE OVER 62, A VETERAN, DISABLED, OR A FARMER AND YOUR HOUSEHOLD INCOME IS \$40,000 OR LESS PER YEAR, YOU MAY BE ELIGIBLE FOR A DEFERMENT (POSTPONEMENT) OF THESE PROPERTY TAXES. CALL US AT 616-395-0042.

IF YOUR MORTGAGE PAYMENT INCLUDES ESCROW OF PROPERTY TAXES, YOU MAY WISH TO FORWARD A COPY OF THIS STATEMENT TO THE ESCROW AGENT FOR TIMELY PAYMENT.

TOTAL TAX DUE

JUL 21 2021

\$2,512.45

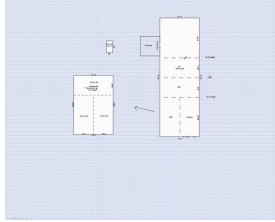
WE ACCEPT PARTIAL PAYMENTS. DO NOT INCLUDE OTHER PAYMENTS IN YOUR TAX CHECK. NOT RESPONSIBLE FOR PAYMENT ON THE WRONG PARCEL

FISCAL YEAR

SCHOOL	JULY 1	JUNE 30
STATE	OCTOBER 1	SEPTEMBER 30
COUNTY	OCTOBER 1	SEPTEMBER 30
TOWNSHIP	JANUARY 1	DECEMBER 31

13044 QUINCY ST HOLLAND, MI 49424 (Property Address)

Parcel Number: 70-16-08-200-047



Item 1 of 1 0 Images / 1 Sketch

**Property Owner:** REQUEST FOODS INC

**Summary Information**

- > Commercial/Industrial Building Summary
  - Yr Built: 1980
  - # of Buildings: 2
  - Total Sq.Ft.: 30,452
- > 2 Special Assessments found
- > 16 Building Department records found
- > Assessed Value: \$696,600 | Taxable Value: \$633,040
- > Property Tax information found

**Owner and Taxpayer Information**

**Owner** REQUEST FOODS INC **Taxpayer** SEE OWNER  
 3460 JOHN F INFORMATION  
 DONNELLY DR  
 HOLLAND, MI 49424

**Amount Due**

Current Taxes: **\$26,936.08**  
[Pay Now](#)

**Legal Description**

PART OF NE 1/4 COM S 88D 09M 52S E 885.56 FT FROM N 1/4 COR, TH S 88D 09M 52S E 276.91 FT, S 0D 02M 36S E 293.16 FT, S 88D 09M 52S E 150.08 FT, S 0D 02M 36S E 213.79 FT, N 88D 08M 58S W 427 FT, TH N 0D 02M 36S E 506.84 FT TO BEG. SEC 8 T5N R15W 3.96 AC.

**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2021	Summer	\$26,936.08	\$0.00		<b>\$26,936.08</b> <a href="#">Pay Now</a>

**General Information for 2021 Summer Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$633,040	<b>S.E.V.</b>	\$696,600
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$696,600
<b>Tax Bill Number</b>	No Data to Display	<b>Last Receipt Number</b>	No Data to Display
<b>Last Payment Date</b>	No Data to Display	<b>Number of Payments</b>	0
<b>Base Tax</b>	\$26,936.08	<b>Base Paid</b>	\$0.00
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$26,936.08	<b>Total Paid</b>	\$0.00
<b>Renaissance Zone</b>	Not Available	<b>Mortgage Code</b>	Not Available

**Tax Bill Breakdown for 2021 Summer**

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$3,798.24	\$0.00
OTTAWA ISD	6.224500	\$3,940.35	\$0.00
COUNTY OPER	3.900000	\$2,468.85	\$0.00
WO SCH DEBT	7.750000	\$4,906.06	\$0.00
	<b>42.550400</b>	<b>\$26,936.08</b>	<b>\$0.00</b>

Taxing Authority	Millage Rate	Amount	Amount Paid
WO SCH OPER	18.000000	\$11,394.72	\$0.00
WO SCH B&S	0.296800	\$187.88	\$0.00
MAX PBL TRAN	0.379100	\$239.98	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>42.550400</b>	<b>\$26,936.08</b>	<b>\$0.00</b>

[Click here for a printer friendly version of Summer 2021 Tax information](#)

2020	Winter	\$16,317.92	\$16,317.92	02/12/2021	\$0.00
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#### General Information for 2020 Winter Taxes

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$624,300		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$624,300
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	01267797
<b>Last Payment Date</b>	02/12/2021	<b>Number of Payments</b>	1
<b>Base Tax</b>	\$16,317.92	<b>Base Paid</b>	\$16,317.92
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$16,317.92	<b>Total Paid</b>	\$16,317.92

#### Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
HOLL TWP OPER	4.860000	\$3,034.09	\$3,034.09
HERRICK LIBRARY	1.446300	\$902.92	\$902.92
COUNTY E-911	0.428800	\$267.69	\$267.69
COUNTY PARKS	0.323300	\$201.83	\$201.83
COUNTY ROADS	0.487300	\$304.22	\$304.22
COUNTY CMH	0.292300	\$182.48	\$182.48
WO SCH OPER	18.000000	\$11,237.40	\$11,237.40
WO SCH B&S	0.300000	\$187.29	\$187.29
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>26.138000</b>	<b>\$16,317.92</b>	<b>\$16,317.92</b>

[Click here for a printer friendly version of Winter 2020 Tax information](#)

2020	Summer	\$15,185.71	\$15,185.71	09/11/2020	\$0.00
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#### General Information for 2020 Summer Taxes

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$624,300		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$624,300
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	01216791
<b>Last Payment Date</b>	09/11/2020	<b>Number of Payments</b>	1
<b>Base Tax</b>	\$15,185.71	<b>Base Paid</b>	\$15,185.71
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$15,185.71	<b>Total Paid</b>	\$15,185.71

**Tax Bill Breakdown for 2020 Summer**

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$3,745.80	\$3,745.80
OTTAWA ISD	6.290600	\$3,927.22	\$3,927.22
COUNTY OPER	3.900000	\$2,434.77	\$2,434.77
WO SCH DEBT	7.750000	\$4,838.32	\$4,838.32
MAX PBL TRAN	0.383800	\$239.60	\$239.60
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>24.324400</b>	<b>\$15,185.71</b>	<b>\$15,185.71</b>

[Click here for a printer friendly version of Summer 2020 Tax information](#)

2019	Winter	\$2,023.02	\$2,023.02	02/13/2020	\$0.00
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**General Information for 2019 Winter Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$257,139		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$424,400
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	01141975
<b>Last Payment Date</b>	02/13/2020	<b>Number of Payments</b>	1
<b>Base Tax</b>	\$2,023.02	<b>Base Paid</b>	\$2,023.02
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$2,023.02	<b>Total Paid</b>	\$2,023.02

**Tax Bill Breakdown for 2019 Winter**

Taxing Authority	Millage Rate	Amount	Amount Paid
HOLL TWP OPER	4.860000	\$1,249.69	\$1,249.69
HERRICK LIBRARY	1.462600	\$376.09	\$376.09
COUNTY E-911	0.432500	\$111.21	\$111.21
COUNTY PARKS	0.326100	\$83.85	\$83.85
COUNTY ROADS	0.491500	\$126.38	\$126.38
COUNTY CMH	0.294800	\$75.80	\$75.80
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>7.867500</b>	<b>\$2,023.02</b>	<b>\$2,023.02</b>

[Click here for a printer friendly version of Winter 2019 Tax information](#)

2019	Summer	\$10,972.53	\$10,972.53	09/13/2019	\$0.00
------	--------	-------------	-------------	------------	--------

**General Information for 2019 Summer Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$257,139		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$424,400
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	01084935
<b>Last Payment Date</b>	09/13/2019	<b>Number of Payments</b>	3
<b>Base Tax</b>	\$10,972.53	<b>Base Paid</b>	\$10,972.53



<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$10,972.53	<b>Total Paid</b>	\$10,972.53

**Tax Bill Breakdown for 2019 Summer**

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$1,542.83	\$1,542.83
OTTAWA ISD	6.341400	\$1,630.62	\$1,630.62
COUNTY OPER	3.900000	\$1,002.84	\$1,002.84
WO SCH DEBT	7.750000	\$1,992.82	\$1,992.82
WO SCH OPER	18.000000	\$4,628.50	\$4,628.50
WO SCH B&S	0.290900	\$74.80	\$74.80
MAX PBL TRAN	0.389400	\$100.12	\$100.12
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>42.671700</b>	<b>\$10,972.53</b>	<b>\$10,972.53</b>

[Click here for a printer friendly version of Summer 2019 Tax information](#)

2018	Winter	\$1,980.62	\$1,980.62	12/19/2018	\$0.00
2018	Summer	\$10,419.49	\$10,419.49	09/12/2018	\$0.00
2017	Winter	\$1,942.42	\$1,942.42	02/13/2018	\$0.00

**\*\*Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

13022 QUINCY ST HOLLAND, MI 49424 (Property Address)

Parcel Number: 70-16-08-200-018 Account Number: 51083100



Item 1 of 4

[3 Images / 1 Sketch](#)

### Property Owner: REQUEST FOODS INC

#### Summary Information

- > Residential Building Summary
  - Year Built: N/A
  - Full Baths: 1
  - Sq. Feet: 1,572
  - Bedrooms: 0
  - Half Baths: 1
  - Acres: 1.009
- > Assessed Value: \$0 | Taxable Value: \$0
- > 2 Special Assessments found
- > Property Tax information found
- > Utility Billing information found
- > 7 Building Department records found

### Owner and Taxpayer Information

<b>Owner</b>	REQUEST FOODS INC 3460 JOHN F DONNELLY DR HOLLAND, MI 49424	<b>Taxpayer</b>	SEE OWNER INFORMATION
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### Legal Description

E 150 FT OF N 293 FT OF NW 1/4 OF NE 1/4. SEC 8 T5N R15W 1 A

### Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

### Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2021	Summer	\$0.00	\$0.00		\$0.00

#### General Information for 2021 Summer Taxes

<b>School District</b>	70070	<b>PRE/MBT</b>	100.0000%
<b>Taxable Value</b>	\$0	<b>S.E.V.</b>	\$0
<b>Property Class</b>	401 - RESIDENTIAL W/STRUCTURE	<b>Assessed Value</b>	\$0
<b>Tax Bill Number</b>	No Data to Display	<b>Last Receipt Number</b>	No Data to Display
<b>Last Payment Date</b>	No Data to Display	<b>Number of Payments</b>	0
<b>Base Tax</b>	\$0.00	<b>Base Paid</b>	\$0.00
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$0.00	<b>Total Paid</b>	\$0.00
<b>Renaissance Zone</b>	Not Available	<b>Mortgage Code</b>	Not Available

#### Tax Bill Breakdown for 2021 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
WO SCH OPER	18.000000	\$0.00	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>18.000000</b>	<b>\$0.00</b>	<b>\$0.00</b>

[Click here for a printer friendly version of Summer 2021 Tax information](#)

**General Information for 2020 Winter Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	100.0000%
<b>Taxable Value</b>	\$0		
<b>Property Class</b>	401 - RESIDENTIAL W/STRUCTURE	<b>Assessed Value</b>	\$0
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	<i>No Data to Display</i>
<b>Last Payment Date</b>	<i>No Data to Display</i>	<b>Number of Payments</b>	0
<b>Base Tax</b>	\$0.00	<b>Base Paid</b>	\$0.00
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$0.00	<b>Total Paid</b>	\$0.00

**Tax Bill Breakdown for 2020 Winter**

Taxing Authority	Millage Rate	Amount	Amount Paid
HOLL TWP OPER	4.860000	\$0.00	\$0.00
HERRICK LIBRARY	1.446300	\$0.00	\$0.00
COUNTY E-911	0.428800	\$0.00	\$0.00
COUNTY PARKS	0.323300	\$0.00	\$0.00
COUNTY ROADS	0.487300	\$0.00	\$0.00
COUNTY CMH	0.292300	\$0.00	\$0.00
WO SCH OPER	18.000000	\$0.00	\$0.00
WO SCH B&S	0.300000	\$0.00	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>26.138000</b>	<b>\$0.00</b>	<b>\$0.00</b>

[Click here for a printer friendly version of Winter 2020 Tax information](#)

**General Information for 2020 Summer Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	100.0000%
<b>Taxable Value</b>	\$0		
<b>Property Class</b>	401 - RESIDENTIAL W/STRUCTURE	<b>Assessed Value</b>	\$0
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	<i>No Data to Display</i>
<b>Last Payment Date</b>	<i>No Data to Display</i>	<b>Number of Payments</b>	0
<b>Base Tax</b>	\$0.00	<b>Base Paid</b>	\$0.00
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$0.00	<b>Total Paid</b>	\$0.00

**Tax Bill Breakdown for 2020 Summer**

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$0.00	\$0.00
OTTAWA ISD	6.290600	\$0.00	\$0.00
COUNTY OPER	3.900000	\$0.00	\$0.00
WO SCH DEBT	7.750000	\$0.00	\$0.00
	<b>24.324400</b>	<b>\$0.00</b>	<b>\$0.00</b>

Taxing Authority	Millage Rate	Amount	Amount Paid
MAX PBL TRAN	0.383800	\$0.00	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>24.324400</b>	<b>\$0.00</b>	<b>\$0.00</b>

[Click here for a printer friendly version of Summer 2020 Tax information](#)

2019	Winter	\$0.00	\$0.00	\$0.00
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**General Information for 2019 Winter Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	100.0000%
<b>Taxable Value</b>	\$0		
<b>Property Class</b>	401 - RESIDENTIAL W/STRUCTURE	<b>Assessed Value</b>	\$0
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	<i>No Data to Display</i>
<b>Last Payment Date</b>	<i>No Data to Display</i>	<b>Number of Payments</b>	0
<b>Base Tax</b>	\$0.00	<b>Base Paid</b>	\$0.00
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$0.00	<b>Total Paid</b>	\$0.00

**Tax Bill Breakdown for 2019 Winter**

Taxing Authority	Millage Rate	Amount	Amount Paid
HOLL TWP OPER	4.860000	\$0.00	\$0.00
HERRICK LIBRARY	1.462600	\$0.00	\$0.00
COUNTY E-911	0.432500	\$0.00	\$0.00
COUNTY PARKS	0.326100	\$0.00	\$0.00
COUNTY ROADS	0.491500	\$0.00	\$0.00
COUNTY CMH	0.294800	\$0.00	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>7.867500</b>	<b>\$0.00</b>	<b>\$0.00</b>

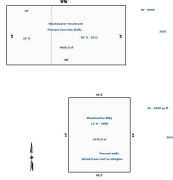
[Click here for a printer friendly version of Winter 2019 Tax information](#)

2019	Summer	\$0.00	\$0.00	\$0.00
2018	Winter	\$0.00	\$0.00	\$0.00
2018	Summer	\$0.00	\$0.00	\$0.00
2017	Winter	\$0.00	\$0.00	\$0.00

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**3845 JOHN F DONNELLY DR** HOLLAND, MI 49424 (Property Address)

Parcel Number: 70-16-08-200-048 Account Number: 57109303



**Property Owner: REQUEST FOODS INC**

**Summary Information**

- > Commercial/Industrial Building Summary
  - Yr Built: 2009
  - # of Buildings: 2
  - Total Sq.Ft.: 7,578
- > 2 Special Assessments found
- > 22 Building Department records found
- > Assessed Value: \$257,100 | Taxable Value: \$147,040
- > Property Tax information found
- > Utility Billing information found

Item 1 of 1 [0 Images / 1 Sketch](#)

**Owner and Taxpayer Information**

**Owner** REQUEST FOODS INC **Taxpayer** SEE OWNER INFORMATION  
 3460 JOHN F DONNELLY DR  
 HOLLAND, MI 49424

**Amount Due**

Current Taxes: **\$6,256.60**

[Pay Now](#)

**Legal Description**

PART OF NE 1/4 COM S 88D 09M 52S E 885.56 FT & S 0D 02M 36S W 506.84 FT FROM N 1/4 COR, TH S 88D 08M 58S E 427 FT, S 0D 02M 36S E 816.56 FT, N 88D 08M 58S W 427 FT, TH N 0D 02M 36S W 816.56 FT TO BEG. SEC 8 T5N R15W 8 AC.

**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2021	Summer	\$6,256.60	\$0.00		<b>\$6,256.60</b> <a href="#">Pay Now</a>

**General Information for 2021 Summer Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$147,040	<b>S.E.V.</b>	\$257,100
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$257,100
<b>Tax Bill Number</b>	No Data to Display	<b>Last Receipt Number</b>	No Data to Display
<b>Last Payment Date</b>	No Data to Display	<b>Number of Payments</b>	0
<b>Base Tax</b>	\$6,256.60	<b>Base Paid</b>	\$0.00
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$6,256.60	<b>Total Paid</b>	\$0.00
<b>Renaissance Zone</b>	Not Available	<b>Mortgage Code</b>	Not Available

**Tax Bill Breakdown for 2021 Summer**

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$882.24	\$0.00
OTTAWA ISD	6.224500	\$915.25	\$0.00
COUNTY OPER	3.900000	\$573.45	\$0.00
WO SCH DEBT	7.750000	\$1,139.56	\$0.00
	<b>42.550400</b>	<b>\$6,256.60</b>	<b>\$0.00</b>

Taxing Authority	Millage Rate	Amount	Amount Paid
WO SCH OPER	18.000000	\$2,646.72	\$0.00
WO SCH B&S	0.296800	\$43.64	\$0.00
MAX PBL TRAN	0.379100	\$55.74	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>42.550400</b>	<b>\$6,256.60</b>	<b>\$0.00</b>

[Click here for a printer friendly version of Summer 2021 Tax information](#)

2020 Winter \$3,790.24 \$3,790.24 02/12/2021 \$0.00

#### General Information for 2020 Winter Taxes

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$145,010		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$233,800
<b>Tax Bill Number</b>	No Data to Display	<b>Last Receipt Number</b>	01267798
<b>Last Payment Date</b>	02/12/2021	<b>Number of Payments</b>	1
<b>Base Tax</b>	\$3,790.24	<b>Base Paid</b>	\$3,790.24
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$3,790.24	<b>Total Paid</b>	\$3,790.24

#### Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
HOLL TWP OPER	4.860000	\$704.74	\$704.74
HERRICK LIBRARY	1.446300	\$209.72	\$209.72
COUNTY E-911	0.428800	\$62.18	\$62.18
COUNTY PARKS	0.323300	\$46.88	\$46.88
COUNTY ROADS	0.487300	\$70.66	\$70.66
COUNTY CMH	0.292300	\$42.38	\$42.38
WO SCH OPER	18.000000	\$2,610.18	\$2,610.18
WO SCH B&S	0.300000	\$43.50	\$43.50
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>26.138000</b>	<b>\$3,790.24</b>	<b>\$3,790.24</b>

[Click here for a printer friendly version of Winter 2020 Tax information](#)

2020 Summer \$3,527.25 \$3,527.25 09/11/2020 \$0.00

#### General Information for 2020 Summer Taxes

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$145,010		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$233,800
<b>Tax Bill Number</b>	No Data to Display	<b>Last Receipt Number</b>	01216793
<b>Last Payment Date</b>	09/11/2020	<b>Number of Payments</b>	1
<b>Base Tax</b>	\$3,527.25	<b>Base Paid</b>	\$3,527.25
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$3,527.25	<b>Total Paid</b>	\$3,527.25

**Tax Bill Breakdown for 2020 Summer**

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$870.06	\$870.06
OTTAWA ISD	6.290600	\$912.19	\$912.19
COUNTY OPER	3.900000	\$565.53	\$565.53
WO SCH DEBT	7.750000	\$1,123.82	\$1,123.82
MAX PBL TRAN	0.383800	\$55.65	\$55.65
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>24.324400</b>	<b>\$3,527.25</b>	<b>\$3,527.25</b>

[Click here for a printer friendly version of Summer 2020 Tax information](#)

2019	Winter	\$1,119.57	\$1,119.57	02/13/2020	\$0.00
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**General Information for 2019 Winter Taxes**

<b>School District</b>	70070	<b>PRE/MBT</b>	0.0000%
<b>Taxable Value</b>	\$142,307		
<b>Property Class</b>	301 - INDUSTRIAL W/ STRUCTURE	<b>Assessed Value</b>	\$187,000
<b>Tax Bill Number</b>	<i>No Data to Display</i>	<b>Last Receipt Number</b>	01141975
<b>Last Payment Date</b>	02/13/2020	<b>Number of Payments</b>	1
<b>Base Tax</b>	\$1,119.57	<b>Base Paid</b>	\$1,119.57
<b>Admin Fees</b>	\$0.00	<b>Admin Fees Paid</b>	\$0.00
<b>Interest Fees</b>	\$0.00	<b>Interest Fees Paid</b>	\$0.00
<b>Total Tax &amp; Fees</b>	\$1,119.57	<b>Total Paid</b>	\$1,119.57

**Tax Bill Breakdown for 2019 Winter**

Taxing Authority	Millage Rate	Amount	Amount Paid
HOLL TWP OPER	4.860000	\$691.61	\$691.61
HERRICK LIBRARY	1.462600	\$208.13	\$208.13
COUNTY E-911	0.432500	\$61.54	\$61.54
COUNTY PARKS	0.326100	\$46.40	\$46.40
COUNTY ROADS	0.491500	\$69.94	\$69.94
COUNTY CMH	0.294800	\$41.95	\$41.95
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>7.867500</b>	<b>\$1,119.57</b>	<b>\$1,119.57</b>

[Click here for a printer friendly version of Winter 2019 Tax information](#)

2019	Summer	\$6,072.44	\$6,072.44	09/12/2019	\$0.00
2018	Winter	\$1,096.11	\$1,096.11	02/14/2019	\$0.00
2018	Summer	\$5,766.39	\$5,766.39	09/13/2018	\$0.00
2017	Winter	\$1,074.98	\$1,074.98	02/14/2018	\$0.00

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# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	09/30/2021
<b>Requesting Department:</b>	Fiscal Services
<b>Submitted By:</b>	Karen Karasinski
<b>Agenda Item:</b>	Implementation of Cost of Services for Family Planning Program

**Suggested Motion:**

To approve the implementation of select fees on October 1, 2021 for the Family Planning services.

**Summary of Request:**

The Michigan Department of Health and Human Services (MDHHS) and Title X guidelines requires Family Planning programs to complete a cost analysis and update billing rates every two years.

Fiscal Services worked with Family Planning staff to calculate fees using the cost analysis tool provided by MDHHS. The analysis is a tool that assists local health departments in developing a schedule of fees to recover the reasonable cost of providing services. After the calculation was complete, we compared our cost per procedure to locally prevailing rates, Michigan Medicaid fee schedule published by MDHHS, and average reimbursement rates of private insurers.

Services will not be denied, due to inability to pay or lack of health insurance. Insurance is accepted, including Medicaid. To remain competitive with other providers of Family Planning Services in the area, we are proposing to set our rates at the private insurance reimbursable rate plus 5%.

This equates to setting a fee schedule that is 21%-28% of the actual cost of providing the service. The additional costs are supplemented by local and grant funds.

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

**Objective:** Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 09/21/2021 Finance and Administration Committee



CPT CODE-Family Planning		Max Reimbursable Private Insurance		Health Dept Fee Comparison				Recommended
		Cost per CAT	Max Private Insur + 5%	District #10 Health Dept. Fee Schedule	Mid-MI Health Dept. Fee Schedule	Central Michigan Health Dept. Fee Schedule	Current Ottawa County Health Dept. Fee Schedule	
11981	Insert Drug Implant Device	\$ 591	\$ 167	\$ 162	\$ 200	\$ 215	\$ 80	\$ 167
11982	Remove Drug Implant Device	\$ 672	\$ 188	\$ 185	\$ 225	\$ 250	\$ 90	\$ 188
11983	Remove/Insert Drug Implant	\$ 834	\$ 233	\$ 225	\$ 321	\$ 310	\$ 128	\$ 233
57170	Fitting of Diaphragm/Cap	\$ 405	\$ 122	\$ 120	#N/A	#N/A	\$ 75	\$ 122
58300	IUD Insertion	\$ 518	\$ 135	\$ 128	\$ 100	\$ 110	\$ 120	\$ 135
58301	IUD Removal	\$ 583	\$ 152	\$ 134	\$ 135	\$ 150	\$ 100	\$ 152
96372	Injection Admin	\$ 80	\$ 20	\$ 17	\$ 35	\$ 40	\$ -	\$ 20
99202	Office/Outpatient Visit New (Expanded Problem F	\$ 428	\$ 92	\$ 85	\$ 115	\$ 90	\$ 75	\$ 92
99203	Office/Outpatient Visit New (Detailed Problem Fd	\$ 607	\$ 131	\$ 119	\$ 160	\$ 120	\$ 85	\$ 131
99211	Office/Outpatient Visit Est (Simple Problem Focus	\$ 128	\$ 28	\$ 28	\$ 28	\$ 45	\$ 30	\$ 28
99212	Office/Outpatient Visit Est (Expanded Problem Fd	\$ 255	\$ 55	\$ 52	\$ 60	\$ 60	\$ 65	\$ 55
99213	Office/Outpatient Visit Est (Detailed Problem Foc	\$ 423	\$ 91	\$ 84	\$ 105	\$ 105	\$ 75	\$ 91
99214	Office/Outpatient Visit Est (Comprehensive Eval/I	\$ 614	\$ 132	\$ 120	\$ 150	\$ 150	\$ 85	\$ 132
99215	Office/Outpatient Visit Est (Comprehensive Eval/I	\$ 826	\$ 177	\$ 160	\$ 200	\$ 200	\$ 125	\$ 177
99383	Prev Visit New Age 5-11	\$ 687	\$ 158	\$ 136	\$ 160	#N/A	\$ 155	\$ 158
99384	Prev Visit New Age 12-17	\$ 779	\$ 179	\$ 153	\$ 185	\$ 185	\$ 165	\$ 179
99385	Prev Visit New Age 18-39	\$ 754	\$ 173	\$ 149	\$ 190	\$ 185	\$ 165	\$ 173
99386	Prev Visit New Age 40-64	\$ 874	\$ 200	\$ 172	\$ 215	\$ 210	\$ 185	\$ 200
99387	Init Pm E/M New Pat 65+ Yr	\$ 951	\$ 218	\$ 186	\$ 225	\$ 210	\$ 195	\$ 218
99393	Prev Visit Est Age 5-11	\$ 603	\$ 138	\$ 121	\$ 140	#N/A	\$ 155	\$ 138
99394	Prev Visit Est Age 12-17	\$ 664	\$ 152	\$ 132	\$ 165	\$ 165	\$ 145	\$ 152
99395	Prev Visit Est Age 18-39	\$ 680	\$ 156	\$ 135	\$ 170	\$ 170	\$ 145	\$ 156
99396	Prev Visit Est Age 40-64	\$ 725	\$ 166	\$ 143	\$ 185	\$ 185	\$ 155	\$ 166
99397	Per Pm Reeval Est Pat 65+ Yr	\$ 779	\$ 179	\$ 153	\$ 195	\$ 190	\$ 165	\$ 179
G0101	Ca screen;pelvic/breast exam	\$ 220	\$ 62	\$ 63	#N/A	#N/A	\$ -	\$ 62

\*We currently do not charge a fee for this CPT

\*We currently do not charge a fee for this CPT

**Methodology**

We identified the cost per procedure using the cost analysis tool. We then compared our cost per procedure to locally prevailing rates based on fee analysis publications by procedural code, Michigan Medicaid fee schedule published by MDHHS, and average reimbursement rates of private insurers. Our total cost of providing these services are increased due to the patient population served and their higher risk factors and circumstances. Services will not be denied, due to inability to pay or lack of health insurance. Insurance is accepted, including Medicaid. To remain competitive with other providers of Family Planning Services in the area, we will set our rates at the private insurance reimbursable rate plus 5%. This equates to setting a fee schedule that is 21%-28% of the actual cost of providing the service. The additional costs are supplemented by local and grant funds. The same methodology would apply to FP supplies and contraceptive items billed adhering to 340B, federal and state guidelines.