



Matthew R. Fenske
Chairperson

Allen Dannenberg
Vice-Chairperson

Ottawa County

Board of Commissioners

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Thursday, March 24, 2022, at 1:30 PM** for the regular March meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

The agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Pastor Bob DeVries, Covenant Life Church
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
 - A. GCSI Update, Bob DeVries
6. Public Comments
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

- I. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the minutes of the [March 8, 2022, Board of Commissioners meeting](#).

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

From Administration

2. [Accounts Payable for February 21, 2022 - March 4, 2022](#)

Suggested Motion:

To approve the general claims in the amount of \$5,707,004.61 as presented by the summary report for February 21, 2022 to March 4, 2022.

B. Public Hearings: None

C. Action Items:

From Administration

1. [Ottawa County Officers' Compensation Commission Resolution](#)

Suggested Motion:

To approve in whole or in part and authorize the Board Chairperson and Clerk/Register to sign the resolution regarding the recommendations of the Ottawa County Officers' Compensation Commission for 2023 and 2024.

From the Planning and Policy Committee

2. [Grose Park Maintenance Building Reconstruction](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the revised proposal from Pride Builders Group LLC in the amount of \$96,500 for reconstruction of the Grose Park Maintenance building.

3. [2023 MNRTF Grant Application for Ottawa Sands Lake Loop and Idema Explorers Trail Connector](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance to construct the Ottawa Sands Lake Loop Project and Idema Explorers Trail Connector.

4. [2023 LWCF Grant Application for Ottawa Sands Day-Use Restroom](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Land and Water Conservation Fund (LWCF) program for funding assistance to construct the modern restroom facility at the Ottawa Sands Day Use Area as per the Ottawa Sands Master Plan.

5. [2023 MNRTF Grant Application for Rosy Mound Expansion](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for the Rosy Mound Expansion project.
6. [Investment Policy](#)
Suggested Motion:
To approve the revised Investment Policy for review and comment (first reading).
7. [Public Health Receivables Write-off Rule](#)
Suggested Motion:
To approve the revised Public Health Receivables Write-off Rule for review and comment (first reading).
8. [Military Service Credits Policy](#)
Suggested Motion:
To approve the Internal Policy Review Team's recommendation to retire the Military Service Credits Policy (first reading).
9. [Participating in Conferences and Conventions Policy](#)
Suggested Motion:
To approve the Internal Policy Review Team's recommendation to retire the Participating in Conferences and Conventions Policy (first reading).

From the Finance and Administration Committee

10. [Resolution to Approve the Project Plan and Issue Bonds for The Farmstead by Resthaven](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Project Plan and Issuance of Bonds for The Farmstead by Resthaven.
11. [Resolution to Set a Public Hearing Date for EDC Bond Project](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution to set a public hearing date on the Project Plan for the Resthaven Farmstead Project recommended by the Ottawa County Economic Development Corporation and on the issuance of bonds.

12. [Community Mental Health Personnel Request](#)
Suggested Motion:
To approve the request from Community Mental Health to increase the part-time, benefited Prevention Specialist position at pay grade 8 from 0.6 FTE to 1.0 FTE at a cost of \$37,484 paid for with PA2 and grant funding.
13. [Parks and Recreation Personnel Request](#)
Suggested Motion:
To approve the request from the Ottawa County Parks Department to add one, seasonal, non-benefited Program Lead position and one seasonal, non-benefited Project Support Specialist position at a total cost of \$46,374 paid for with funding included in the approved FY22 Parks budget.
14. [Contracts to Provide Assessing Services](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the contracts to provide Assessing Services for the City of Hudsonville, the City of Grand Haven, and Crockery Township.
15. [Data Conversion from Legacy Case Management System](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the proposed agreement with White Box Technologies for data conversion from the Circuit and District Courts' legacy case management system to a new case management system at a total cost of \$263,790.
16. [Approval for FY21 Filing of Qualifying Statement](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution to authorize certification of a Qualifying Statement for bonding purposes.
17. [Family Justice Center Budget Amendment](#)
Suggested Motion:
To approve a budget of \$32 million to cover all costs associated with the Family Justice Center project.
18. [Allocation of 2021 Unassigned Fund Balance](#)
Suggested Motion:
To approve the recommendation to transfer \$2,000,000 and \$906,011 of the General Fund unassigned fund balance to the Family Justice Center Building Authority project and to the Capital Projects Fund, respectively.

19. [Contract of Lease and Ground Lease](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Contract of Lease and resolution for Ground Lease with the Ottawa County Building Authority.

20. [Grand Haven Courthouse Boiler Stack Replacement Project](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the low bid from Mall City Mechanical in the amount of \$161,425.00.

21. [FY2022 Budget Adjustments](#)

Suggested Motion:

To approve the 2022 budget adjustments per the attached schedule.

D. Appointments:

From the Talent and Recruitment Committee

1. [Ottawa County Housing Commission](#)

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Patrick Waterman

and to select one (1) to fill one (1) Member vacancy beginning immediately and ending December 31, 2026.

2. [Comprehensive Economic Development Strategy Committee](#)

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Anne Saliers

and to select one (1) to fill one (1) Private Sector vacancy beginning immediately and ending December 31, 2022.

3. [Veteran's Affairs Committee](#)

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*David Ziegler

and to select one (1) to fill one (1) War Veteran vacancy beginning immediately and ending December 31, 2022.

4. [Veteran's Affairs Committee](#)

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Steven Barnes

and to select one (1) to fill one (1) War Veteran vacancy beginning immediately and ending December 31, 2024.

E. Discussion Items: None

9. Report of the County Administrator
10. General Information, Comments, and Meetings Attended
11. County Efforts to Support Agriculture and Protect Farmland
12. Public Comments
13. Recess
14. Interview County Administrator Candidate
15. Adjournment

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

The Ottawa County Board of Commissioners met on Tuesday, March 8, 2022, at 1:30 p.m. and was called to order by the Chair.

Pastor Jim Mannes, Life Stream Church, pronounced the invocation.

Deputy Clerk Katie Sims led in the Pledge of Allegiance to the Flag of the United States of America.

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

Presentation of Petitions and Communications

- A. Life Saving Award-Sheriff Kempker presented Deputy Erick Porter and Deputy Tim Zeerip with the Life Saving Award for their heroic actions on February 12, 2022.

Public Comments

Public comments were made by the following:

1. Harvey Nikkel-Georgetown Township
2. Gary Walters-Robinson Township
3. Gregory Steigenga-Georgetown Township
4. David Barnosky-Port Sheldon Township

B/C 22-052 Roger Bergman moved to approve the agenda of today as presented. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Roger Bergman, Matthew Fenske. (11)

B/C 22-053 Allen Dannenberg moved to approve the following Consent Resolutions, with the exception of moving Contract #1484 from Item #3 to Action Item #1 for discussion, requested by Douglas Zylstra:

1. To approve the minutes of the February 22, 2022, Board of Commissioners meeting.
2. To approve the general claims in the amount of \$9,597,798.17 as presented by the summary report for February 7, 2022 to February 18, 2022.

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.
4. To receive for information the Correspondence Log.
5. To receive for information the Ottawa County Department of Health and Human Services 2021 Annual Report.
6. To receive for information the Michigan State University Extension 2021 Annual Report.
7. To receive for information the Ottawa County Department of Public Health 2021 Annual Report.
8. To receive for information the Ottawa County Community Action Agency 2021 Annual Report.

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

Action Items

- B/C 22-054 Kyle Terpstra moved to ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV (D)(2) of the Ottawa County Contracting Authorization and Form Policy.

Douglas Zylstra had questions regarding Contract #1484 for Zencity.

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

Discussion Items

1. Ottawa County Department of Health and Human Services Annual Report- The 2021 Ottawa County Department of Health and Human Services Annual Report was presented by Kendra Spranjer, Director of DHHS.

2. Michigan State University Extension Annual Report- The 2021 Michigan State University Extension Annual Report was presented by Erin Moore, District Coordinator of MSU Extension.
3. Ottawa County Department of Public Health Annual Report- The 2021 Ottawa County Department of Public Health Annual Report was presented by Lisa Stefanovsky, Heath Officer.
4. Ottawa County Community Action Agency Annual Report- The 2021 Ottawa County Community Action Agency Annual Report was presented by Jennifer Brozowski, Program Director.

The County Administrator’s report was presented.

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

Public Comments

1. Lisa Stefanovsky-Ottawa County Health Department

Chair Fenske adjourned the meeting at 3:25 p.m.

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

MATTHEW R. FENSKE, Chairman
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for February 21, 2022 - March 4, 2022

Suggested Motion:

To approve the general claims in the amount of \$5,707,004.61 as presented by the summary report for February 21, 2022 to March 4, 2022.

Summary of Request:

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

Financial Information:

Total Cost: \$5,707,004.61	General Fund Cost: \$5,707,004.61	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 Sh*

Committee/Governing/Advisory Board Approval Date:

Total CHECKS | EFTs | WIRES



Dates: February 21, 2022
to March 4, 2022

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

\$5,707,004.61

986 INVOICES

5,707,004.61

3-15-22

Karen Karasinski

Date

Fiscal Services Director

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, March 22, 2022

Matthew Fenske, Chairperson

Justin Roebuck

Board of Commissioners

Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: February 21, 2022

to March 4, 2022

Total of all funds: \$5,707,004.61

0000	TREASURY FUND	5,498.87
1010	GENERAL FUND	2,281,468.14
1060	TOWERS	5,928.62
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	69,769.16
2160	FRIEND OF COURT	5,837.58
2180	OTHER GOVERNMENTAL GRANTS	214,014.17
2210	HEALTH	345,655.01
2220	MENTAL HEALTH	687,236.46
2221	MENTAL HEALTH MILLAGE	112,052.17
2225	SUBSTANCE USE DISORDER	71,231.33
2271	SOLID WASTE CLEAN-UP	0.00
2272	LANDFILL TIPPING FEES	32,249.95
2340	FARMLAND PRESERVATION	1,240.20
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	445.50
2600	PUBLIC DEFENDERS OFFICE	6,418.27
2620	FEDERAL FOREITURE	0.00
2602	WEMET	38,804.45
2630	SHERIFF GRANTS & CONTRACTS	29,169.94
2631	CONCEALED PISTOL LICENSING	125.00
2901	DEPT OF HUMAN SERVICES	4,338.15
2920	CHILD CARE - PROBATE	30,900.65
2970	DB/DC CONVERSION	0.00

Total CHECKS | EFTs | WIRES



Dates: February 21, 2022

to March 4, 2022

Total of all funds: **\$5,707,004.61**

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	223,137.40
4080	PARK S & REC CIP	23,235.28
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	66,927.00
5160	DELINQUENT TAXES	6,335.44
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	27,765.42
6450	DUPLICATING	0.00
6550	TELECOMMUNICATIONS	5,772.32
6641	EQUIPMENT POOL	35,110.54
6770	PROTECTED SELF-FUNDED INSURANCE	80,520.44
6771	EMPLOYEE BENEFITS	956,292.74
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00
6775	LONG-TERM DISABILITY INSURANCE	17,448.00
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	0.00
7010	TRUST & AGENCY	194,379.44
7015	TRUST & AGENCY JUVENILE COURT	220.53
7040	IMPREST PAYROLL	35,445.21
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	92,031.23
8010	SPECIAL ASSESS. DRAINS	0.00
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	0.00

Action Request



Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Administrator's Office
Submitted By:	John Shay
Agenda Item:	Ottawa County Officers' Compensation Commission Resolution

Suggested Motion:

To approve in whole or in part and authorize the Board Chairperson and Clerk/Register to sign the Resolution regarding the recommendations of the Ottawa County Officers' Compensation Commission for 2023 and 2024.

Summary of Request:

PA 485 of 1978 permits a county Board of Commissioners to establish a county Officers' Compensation Commission to determine the compensation of the elected officials of the county. The determination of the Officers' Compensation Commission, by statute, goes into effect at the beginning of the next odd-numbered year unless the Board of Commissioners rejects the determination by a vote of two-thirds of the members elected. If such a determination is rejected, the existing compensation for elected officials remains in place. The Board of Commissioners can, and has in the past, also vote to accept the determination of the Officers' Compensation Commission.

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

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



OTTAWA COUNTY OFFICERS' COMPENSATION COMMISSION

March 14, 2022

Mr. Matt Fenske, Chairperson
Ottawa County Board of Commissioners
12220 Fillmore Street
West Olive, Michigan 49460

Dear Mr. Fenske:

On behalf of the Ottawa County Officers' Compensation Commission, I am pleased to present our determination for salaries for non-judicial elected officials for 2023 and 2024.

We were able to complete our work quickly and efficiently thanks to the commitment of our members and input from a number of elected officials. Our commission continues to be impressed with the overall financial condition and operations of Ottawa County, thanks in large part to the service of our county elected officials whose salaries we review and recommend.

The Commission held two regular meetings that included one public hearing to solicit input on salaries from elected officials and the public. Along with discussion with the elected officials at the public hearing, information was compiled on the duties, mandates, and functions of each elected. We reviewed data on salaries and compensation from counties in Michigan, similar to our size, to assist us in evaluating and determining appropriate salary levels. We would like to clarify that of the 5% increase in salaries in 2023, 4% of that increase reflects the current high inflation that we are experiencing, and the additional 1% increase represents the increasing growth, complexity and market adjustment for these positions.

The Commission's salary determinations for members of the Board of Commissioners and Countywide Elected Officers are detailed in the attached resolution. Those determinations will go into effect January 1, 2023, unless the Board of Commissioners votes to reject the determination in whole or in part.

I would be happy to answer any questions you may have regarding our determination, and I thank you on behalf of the Commission members for the opportunity to serve.

Sincerely,

A handwritten signature in cursive script that reads "Kurt Wassink".

Kurt Wassink, Chairperson
Ottawa County Officers' Compensation Commission

cc: Officers' Compensation Commission
Countywide Elected Officials
Board of Commissioners

OTTAWA COUNTY OFFICERS' COMPENSATION COMMISSION
RESOLUTION TO ESTABLISH 2023 AND 2024 SALARIES:
BOARD OF COMMISSIONERS AND COUNTYWIDE ELECTED OFFICERS

WHEREAS, the Ottawa County Board of Commissioners established the Ottawa County Officers' Compensation Commission, pursuant to MCL 45.471 et seq., to determine the compensation of non-judicial elected officials; and

WHEREAS, the Ottawa County Officers' Compensation Commission has met two times in 17 calendar days, which is within the guidelines set forth in MCL 45.471 et seq.; and

WHEREAS, the Ottawa County Officers' Compensation Commission has reviewed information including staff activity, statutory mandates, benefits, public comment, input from elected officials and data from comparable counties for each of the elected offices; and

WHEREAS, Ottawa County has established the counties of Allegan, Berrien, Ingham, Jackson, Kalamazoo, Kent, Livingston, Muskegon, Saginaw, St. Clair, and Washtenaw as its set of comparable counties for wages and benefits for the majority of its employee groups; and

THEREFORE, BE IT RESOLVED, that the Ottawa County Officers' Compensation Commission hereby establishes that the:

Chairperson of the Board of Commissioners shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024;

Vice-Chairperson of the Board of Commissioners shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024; and

All other Commissioners shall have salary increases of 5% effective January 1, 2023 and salary increases of 2.5% effective January 1, 2024 as follows:

	2022 Salary	2023 Salary	2024 Salary
Chairperson	\$25,205 (current)	\$26,465	\$27,127
Vice-Chairperson	\$20,009 (current)	\$21,009	\$21,535
Commissioners	\$19,404 (current)	\$20,374	\$20,884

and;

BE IT FURTHER RESOLVED, the Ottawa County Officers' Compensation Commission hereby establishes that the:

Prosecutor shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024;

Sheriff shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024;

Treasurer shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024;

Clerk/Register of Deeds shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024; and


Water Resources Commissioner shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024 as follows:

	2022 Salary	2023 Salary	2024 Salary

Prosecutor	\$157,839 (current)	\$165,731	\$169,874
Sheriff	\$139,018 (current)	\$145,969	\$149,618
Treasurer	\$111,936 (current)	\$117,533	\$120,471
Clerk/Register of Deeds	\$114,131 (current)	\$119,838	\$122,833
Water Resources Commissioner	\$103,025 (current)	\$108,176	\$110,881

and;

BE IT FURTHER RESOLVED, that the per diem for all approved statutory meetings for all elected officials other than Board of Commission members shall be \$40, unless another amount is provided by law.



Kurt Wassink, Chairperson
Ottawa County Officers' Compensation Commission

Adopted Date: **March 14, 2022**

OTTAWA COUNTY OFFICERS' COMPENSATION COMMISSION
RESOLUTION TO ESTABLISH 2023 AND 2024 SALARIES:
BOARD OF COMMISSIONERS AND COUNTYWIDE ELECTED OFFICERS

WHEREAS, the Ottawa County Board of Commissioners established the Ottawa County Officers' Compensation Commission, pursuant to MCL 45.471 et seq., to determine the compensation of non-judicial elected officials; and

WHEREAS, the Ottawa County Officers' Compensation Commission has met two times in 17 calendar days, which is within the guidelines set forth in MCL 45.471 et seq.; and

WHEREAS, the Ottawa County Officers' Compensation Commission has reviewed information including staff activity, statutory mandates, benefits, public comment, input from elected officials and data from comparable counties for each of the elected offices; and

WHEREAS, Ottawa County has established the counties of Allegan, Berrien, Ingham, Jackson, Kalamazoo, Kent, Livingston, Muskegon, Saginaw, St. Clair, and Washtenaw as its set of comparable counties for wages and benefits for the majority of its employee groups; and

THEREFORE, BE IT RESOLVED, that the Ottawa County Officers' Compensation Commission hereby establishes that the:

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Vice-Chairperson of the Board of Commissioners shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024; and

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Vice-Chairperson	\$20,009 (current)	\$21,009	\$21,535
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and;

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Sheriff shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024;

Treasurer shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024;

Clerk/Register of Deeds shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024; and

Water Resources Commissioner shall have a salary increase of 5% effective January 1, 2023 and a salary increase of 2.5% effective January 1, 2024 as follows:

	2022 Salary	2023 Salary	2024 Salary
Prosecutor	\$157,839 (current)	\$165,731	\$169,874
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Clerk/Register of Deeds	\$114,131 (current)	\$119,838	\$122,833
Water Resources Commissioner	\$103,025 (current)	\$108,176	\$110,881

and;

BE IT FURTHER RESOLVED, that the per diem for all approved statutory meetings for all elected officials other than Board of Commission members shall be \$40, unless another amount is provided by law.

Kurt Wassink, Chairperson
Ottawa County Officers' Compensation Commission

Adopted Date: **March 14, 2022**

Action Request

Electronic Submission – Contract # 1490



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Vendor/3rd Party: PRIDE BUILDERS GROUP, LLC

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GROSE PARK MAINTENANCE BUILDING RECONSTRUCTION

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the revised proposal from Pride Builders Group LLC in the amount of \$96,500 for reconstruction of the Grose Park Maintenance building.

Summary of Request:

Following approval by the Parks Commission of the low bidder for this project in January, negotiations to finalize a contract with that firm have been unsuccessful. Since this project is being fully funded by the Ottawa County Insurance Authority (and their insurance carrier) park staff have received approval to seek an agreement with the second low bidder.

This negotiation has been complicated by two factors. First, since the proposed contract is more than \$50,000 bonding is required, and second, since two months have passed since the bid was submitted, material costs for some items have increased significantly. The bidder has provided costs for these elements, and staff recommends proceeding with the agreement based on the following:

Original bid	\$90,500
Material cost increases	\$ 4,500
Bonding	\$ 1,500
TOTAL	\$96,500

Financial Information:

Total Cost: \$96,500.00	General Fund Cost: \$0.00	Included in Budget: Yes
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If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *John Sh* 3/9/2022 10:47:40 AM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 3/15/2022



Ottawa County

CONSTRUCTION SERVICES AGREEMENT

County of Ottawa
12220 Fillmore St
West Olive, MI 49460

Tax Exempt County Registration 38-6004883

This Agreement is between the County of Ottawa ("County") at the address above and Pride Builders Group LLC. ("Contractor") of 20 Stevens SW, Grand Rapids, Michigan 49507.

I. Scope of Services

See attached December 23, 2021 proposal and exhibits ("Proposal") which is incorporated by reference.

II. Compensation

Not to Exceed Fee of \$96,500 as further described in the above-referenced Proposal.

III. General Terms and Conditions

1. **Warranty.** Contractor warrants that the construction will be free of material defects for a period of one year.
2. **Independent Contractor.** Contractor agrees and understands that in providing these services, it is an independent contractor and not an employee of Ottawa County and that taxes and social security will not be withheld from the payment of their compensation and it shall not be entitled to any County insurance or workers or unemployment compensation coverages.
3. **Insurance.** Contractor shall provide proof of the following coverages: workers compensation, automobile and commercial general liability insurance in occurrence limits not less than \$1 million single limit and \$2 million aggregate. If the insurance is claims made, the policy or a tail must be maintained for at least six (6) years after service.
4. **Adherence to Legal Requirements.** In conducting the work and in performing all services under this Agreement, the Contractor expressly agrees to comply with all local, state and federal legal requirements, and will also assure that any subcontractors retained by it to perform services under this Agreement will comply with such requirements.
5. **Execution.** The Contractor representative attests that he or she has the authority to bind the Contractor by signature below.

Matt Fenske, Ottawa County Board Chairperson
Date: _____

Justin F. Roebuck, Ottawa County Clerk/Register
Date: _____

President
Contractor Representative
Date: *3/4/2022*

Curt TerHaar

From: C Brouwer <corey.brouwer@pridebuildersgroup.com>
Sent: Thursday, February 17, 2022 12:44 PM
To: Curt TerHaar
Subject: RE: Grose Park Maintenance Building Reconstruction

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

Curt

The updated price for Grose Park is \$95,000.00 for base bid and \$5,400.00 for the alternate.

The biggest increase was for the lumber package and a small increase for wire.

The bond costs are \$1,500.00 for the base bid and \$85.00 for the alternate.

Thanks

Corey Brouwer LEED Green Associate | *Project Manager/Estimator*
Pride Builders Group, LLC
20 Stevens SW, Grand Rapids, MI 49507
Office (616) 243-8404 | Fax (616) 243-8406
www.pridebuildersgroup.com

From: Curt TerHaar [mailto:cterhaar@miottawa.org]
Sent: Tuesday, February 15, 2022 2:07 PM
To: T Daniels <terrell.daniels@pridebuildersgroup.com>
Cc: C Brouwer <corey.brouwer@pridebuildersgroup.com>
Subject: RE: Grose Park Maintenance Building Reconstruction

I was afraid of that.

Cory, can you get me the proposed price changes and justification as soon as possible?

Thanks.

Curt TerHaar, Coordinator of Park Planning & Development



Ottawa County Parks & Recreation Commission

12220 Fillmore Street
West Olive, MI 49460
616.738.4656 (p) 616.738.4812 (f)
cterhaar@miottawa.org

From: T Daniels <terrell.daniels@pridebuildersgroup.com>
Sent: Tuesday, February 15, 2022 1:23 PM
To: Curt TerHaar <cterhaar@miottawa.org>

BID PROPOSAL FORM
Grose Park Maintenance Building Reconstruction

1. Contractor agrees to provide all material and labor as detailed in the attached documents. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this agreement. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
3. The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
4. TOTAL BASE BID: The undersigned bidder hereby states that he will provide all necessary materials and labor called for by the plans and specifications and will accept as full and complete payment therefore the Lump Sum Base Bid in the amount of:

TOTAL BASE BID: \$ 90,200.00

Ninety Thousand Two Hundred _____ **Dollars**

And Zero **Cents.**

5. PROPOSED COMPLETION DATE: 22 weeks after NTP (material lead times)

6. ALTERNATE PRICE: For extra open-sided storage area.

TOTAL ALTERNATE BID: \$ 4,900.00

SUBMITTED on December 23, 2021

By: Pride Builders Group LLC
(Company Name)

By: Terrell Daniels
(Name of person authorized to sign)

President
(Title)

Business address: 20 Stevens SW, Grand Rapids, MI 49507

Phone No.: (616) 243-8404

Email: terrell.daniels@pridebuildersgroup.com

Action Request

Electronic Submission – Resolution #: 1492



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: 2023 MNRTF GRANT APPLICATION FOR OTTAWA SANDS LAKE LOOP AND IDEMA CONNECTOR

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance to construct the Ottawa Sands Lake Loop Project and Idema Explorers Trail Connector.

Summary of Request:

Following the recent gift of the Bill and Bea Idema Foundation to construct amenities associated with the Idema Explorers Camp at Ottawa Sands, park staff have been reviewing opportunities to further leverage this funding in order to construct complementary amenities. In considering the priority amenities from the 2021 Ottawa Sands Master Plan, the 1.6-mile accessible paved "Lake Loop" around the 80-acre mining lake and a modern restroom facility at the day-use parking area were identified as the most desirable amenities.

This motion sheet focuses on a recommended \$300,000 MNRTF development grant proposal for the "Lake Loop" project. In order to create a logical project that maximizes MNRTF grant scoring criteria, the Lake Loop has been combined with the segment of the Idema Explorers Connector pathway (this name is a placeholder) that is being constructed from North Shore Drive to the day-use parking area. Trail wayfinding items could also be installed along North Shore Drive as part of this project (the City of Ferrysburg has approved future installation of Idema Explorers Trail branded wayfinding sign). The day-use parking area is also included with this grant application in order to add available grant funding match and since it also makes a logical and stand-alone project with the planned pathways. More details about the project are included with the attached project sheet.

The resolution commits the total match of \$691,900 for the project. However, \$227,900 in funding still needs to be identified. Staff is recommending moving forward in the anticipation that the Ottawa County Parks Foundation or other funding (such as federal stimulus funding) could be secured by the end of the year. Otherwise, this grant opportunity would be missed and the Lake Loop could not be constructed concurrently with

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

N/A


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

Action is Related to Strategic Plan:

Goal:

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

Administration:

Recommended by County Administrator:  3/9/2022 10:47:38 AM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/15/2022

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE OTTAWA SANDS LAKE LOOP AND IDEMA EXPLORERS CONNECTOR DEVELOPMENT PROJECT IF GRANT AWARDED.

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa, Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said County on the 24th day of March, 2022 at 1:30 o'clock p.m. local time.

PRESENT:

ABSENT:

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

WHEREAS, this proposed application is supported by the 2021 Ottawa County Parks, Recreation and Open Space Plan, which identifies the need for expansion and improvement of Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified this project as a priority in the 2021 Ottawa Sands Master Plan, especially to make the scenic natural areas at Ottawa Sands universally accessible to those with mobility issues; and

WHEREAS, the Parks and Recreation Commission has identified the Grand River Greenway and the construction of a multi-use pathway (the Idema Explorers Trail) to connect Greenway lands as a high priority initiative; and

WHEREAS, the Ottawa Sands Lake Loop and Idema Explorers Connector Development Project is a key component of meeting the goals along the Idema Explorers Trail Network, and interlinking Ottawa Sands to the rest of the Grand River Greenway and has been identified as a high priority for the 2023 fiscal year; and

WHEREAS, the Ottawa Sands Lake Loop and Idema Explorers Connector Development Project will provide important natural resource-based recreation opportunities accessible to residents throughout Ottawa County, and

WHEREAS, the County of Ottawa will be responsible for supplying a 70% local match (\$691,900 of the \$991,900 total project cost) for the proposed trail improvement project; and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Ottawa Sands Lake Loop and Idema Explorers Connector Development Project to the Michigan Department of Natural Resources and fully intends to carry out the project if awarded.

Adopted/Issued this date by the Ottawa County Board of Commissioners

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Matthew R. Fenske
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk/Register

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 March 24, 2022 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 24th day of March, A.D., 2022.

Justin F. Roebuck, Ottawa County Clerk/Register

Action Request

Electronic Submission – Resolution #: 1493



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: 2023 LWCF GRANT APPLICATION FOR OTTAWA SANDS DAY-USE RESTROOM

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Land and Water Conservation Fund (LWCF) program for funding assistance to construct the modern restroom facility at the Ottawa Sands Day Use Area as per the Ottawa Sands Master Plan.

Summary of Request:

Following the recent gift of the Bill and Bea Idema Foundation to construct amenities associated with the Idema Explorers Camp at Ottawa Sands, park staff have been reviewing opportunities to further leverage this funding in order to construct complementary amenities. In considering the priority amenities from the 2021 Ottawa Sands Master Plan, the 1.6-mile paved "Lake Loop" around the 80-acre mining lake and the modern restroom facility at the day-use parking area were identified as the most desirable amenities.

This motion sheet focuses on a recommended \$242,900 LWCF grant funding opportunity for the modern accessible restroom facility at the day-use parking area.

The resolution commits

to the total match of \$242,900 for the project (LWCF requires a 1 to 1 match). However, this funding still needs to be identified. Staff is recommending moving forward in anticipation that the Ottawa County Parks Foundation or other funding (such as federal stimulus funding) could be secured by the end of the year. Otherwise, this grant opportunity would be missed and the day-use restroom could not be constructed concurrently with other Ottawa Sands improvements.

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

N/A


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

Action is Related to Strategic Plan:

Goal:

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

Administration:

Recommended by County Administrator:  3/9/2022 10:47:39 AM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/15/2022

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE OTTAWA SANDS DAY-USE RESTROOM PROJECT IF GRANT AWARDED.

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 24th day of March, 2022 at 1:30 o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that

the following Resolution be adopted:

WHEREAS, the County of Ottawa supports the submission of an application titled, "Ottawa Sands Day-use Restroom" to the Land and Water Conservation Fund for the development of an accessible restroom and associated amenities at Ottawa Sands County Park; and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the County of Ottawa has made a financial commitment to the project in the amount of \$242,900 matching funds, in cash; and,

WHEREAS, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

County Parks Millage \$242,900

NOW THEREFORE BE IT RESOLVED, that the County of Ottawa, Michigan, hereby authorizes submission of a Land and Water Conservation Fund application for \$242,900, and further resolves to make available a local match through financial commitment of \$242,900 (50%) of a total \$485,800 project cost, during the 2023-2024 fiscal year.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Matthew R. Fenske
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk/Register

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 March 24, 2022 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 24th day of March, A.D., 2022.

Justin F. Roebuck, Ottawa County Clerk/Register

Action Request

Electronic Submission – Resolution #: 1491



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: 2023 MNRTF GRANT APPLICATION FOR ROSY MOUND EXPANSION

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution for the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for the Rosy Mound Expansion project.

Summary of Request:

The Parks Commission has intended to acquire the entire 291-acre dune and sand mining area known as Rosy Mound since the late 1980's. In 1994, the 164-acre site that became the Rosy Mound Natural Area was purchased, but even then the hope was to stay in contact with the sand mining operators to purchase the remaining 127-acres.

The sand mining operations have now been completed and reclamation is underway. As that transition process started for the sand mine, contact with the property representative was re-established and work begun to prepare for a Michigan Natural Resources Trust Fund acquisition grant application. An appraisal was completed to better establish a price, and the budget outlined on the Project Sheet is based on that appraisal with incidentals estimates based on costs of past similar projects. Given the exceptional natural value of the property (it includes 108 acres of critical dunes), staff is recommending an application seeking 70% of funding from the Trust Fund in the expectation that it will rank highly according to Trust Fund grant review standards and be more likely to be awarded funding. The match will be provided by the Parks Millage, a landowner donation of value (a commitment has been provided in writing), and funding from the Ottawa County Parks Foundation (staff is coordinating with the Parks Foundation to obtain a commitment letter).

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

N/A


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

Action is Related to Strategic Plan:

Goal:

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

Administration:

Recommended by County Administrator:  3/9/2022 10:47:36 AM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/15/2022

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE ROSY MOUND
EXPANSION ACQUISITION PROJECT IF GRANT AWARDED.

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa,
Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said
County on the 24th day of March, 2022 at 1:30 o'clock p.m. local time.

PRESENT:

ABSENT:

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

WHEREAS, this proposed application is supported by the 2021 Ottawa County Parks,
Recreation and Open Space Plan, which identifies the need for expansion and improvement of
Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified the Lake Michigan Coastal
Greenway as a high priority initiative; and

WHEREAS, the Rosy Mound Expansion Acquisition Project is a key component of the Lake
Michigan Coastal Greenway and has been identified as a high priority for the 2022 fiscal year;
and

WHEREAS, the Rosy Mound Expansion will protect valuable critical dune areas and also
protect the natural experience of Rosy Mound Natural Area by ensuring new residential
development does not occur adjacent to the property and within dune viewsheds; and

WHEREAS, the Rosy Mound Expansion will provide important water-based and natural
resource-based recreation opportunities accessible to residents throughout Ottawa County; and

WHEREAS, the County of Ottawa will be responsible for supplying a 30% local match
(\$1,410,900 of the \$4,702,700 total project cost) for the proposed park expansion project; and

WHEREAS, the County of Ottawa accepts responsibility to guarantee the full local match amount including \$160,900 from fundraising and the \$1,000,000 landowner donation, with a projected balance of approximately \$250,000 to come from the County Parks millage, and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Rosy Mound Expansion Acquisition Project to the Michigan Department of Natural Resources and fully intends to carry out the project if awarded.

Adopted/Issued this date by the Ottawa County Board of Commissioners

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Matthew R. Fenske
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk/Register

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 March 22, 2022 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 24th day of March, A.D., 2022.

Justin F. Roebuck, Ottawa County Clerk/Register

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Administration

Submitted By: Regina MacMillan

Agenda Item: Investment Policy

Suggested Motion:

To approve the revised Investment Policy for review and comment (first reading).

Summary of Request:

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

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<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: 03/15/2022

Planning and Policy Committee



County of Ottawa

INVESTMENT POLICY

I. POLICY

It is the policy of County of Ottawa to manage public funds in a manner which will provide the highest investment return with maximum security, while meeting the daily cash flow demands of the County and conforming to all State statutes and local resolutions governing the investment of public funds.

The intent of the Investment Policy of the County of Ottawa is to define the parameters within which the County's funds are to be managed. The County recognizes its responsibilities with respect to the use and custody of public funds.

As a result of changes in the market or State statute, current holdings could exceed the guidelines of this policy. Whenever that occurs, notice will immediately be provided by the Ottawa County Treasurer to the County Administrator, Fiscal Services Director and the Administration and Finance and Administration Committee and appropriate action taken.

The comprehensive policy will define the following:

- Scope of policy
- Investment objectives
- Prudence
- Authority
- Ethics and conflicts of interest
- Authorized financial dealers and institutions
- Authorized and suitable investments
- Maturities and diversification
- Safekeeping of investments
- Cash management
- Accounting
- Internal controls
- Investment performance and reporting
- Investment Policy adoption

Questions regarding this policy should be directed to:

County of Ottawa
Amanda Price, Treasurer
Office of the County Treasurer
(616) 994-4501

II. STATUTORY REFERENCES

Act 20 of the Public Acts of 1943, as amended, MCL 129.91 et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES:

Board of Commissioners Policy Adoption Date and Resolution Number: November 23, 2010; B/C 10-274

Board of Commissioners Review Date and Resolution Number: October 26, 2010; B/C 10-245

Name and Date of Last Committee Review: Planning and Policy Committee, February 13, 2014

Reviewed by Internal Policy Review Team: March 3, 2022

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EXHIBITS

- A Glossary of Terms
- B Acknowledgement of Receipt of the Statement of Investment Policies, Procedures and Objectives of Ottawa County and Agreement to Comply

RESOLUTIONS ON FILE

Resolution to Authorize Investment of County Funds
Resolution to Authorize the Deposit and Investment of County Road Commission Funds
Resolution to Authorize the Deposit and Investment of County Drain Commission Funds

INTRODUCTION

The intent of the Investment Policy of the County of Ottawa is to define the parameters within which the County's funds are to be managed. The County recognizes its responsibilities with respect to the use and custody of public funds. It is the policy of the County to manage public funds in a manner which will provide the highest investment return with maximum security while meeting the daily cash flow demands of the County and conforming to all State statutes and local resolutions governing the investment of public funds. As a result of changes in the market or State statute, current holdings could exceed the guidelines of this policy. Whenever that occurs, notice will immediately be provided by the County Treasurer to the Finance Committee and appropriate action taken. This Policy is approved by the Ottawa County Board of Commissioners.

The comprehensive policy will define the following

- Scope of policy
- Investment objectives
- Prudence
- Authority
- Ethics and conflicts of interest
- Authorized financial dealers and institutions
- Authorized and suitable investments
- Maturities and diversification
- Safekeeping of investments
- Cash management
- Accounting
- Internal controls
- Investment performance and reporting
- Investment Policy adoption

SECTION I. SCOPE

The Investment Policy applies to all County funds held by the County other than pension funds; deferred compensation funds; the Ottawa County Michigan Insurance Authority; the Ottawa County Building Authority; the Ottawa County Central Dispatch Authority; and certain funds of the District Court, Friend of the Court, Mental Health, and Social Services; and Other Post Employee Benefits trust. These assets are accounted for in the County's annual financial report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds

SECTION II. INVESTMENT OBJECTIVES

The following investment objectives, in priority order, will be applied in the management of the County's funds:

Safety. The primary objective of the County's investment activities is the preservation of capital in the overall portfolio and the protection of investment principal. The County Treasurer will establish investment procedures and strategies to control risks and diversify investments regarding specific security types and individual financial institutions.

Liquidity. The investment portfolio will remain sufficiently liquid to enable the County to meet future operating, capital expenditure, and debt needs which might be reasonably anticipated, and to meet unanticipated needs.

Management of Risk. To control risks regarding specific security types, or individual financial institutions, or specific maturity, the county will diversify its investments.

Return on Investment. It is the intent of the County to maximize its return on surplus funds by actively investing all available and prudent balances within the guidelines established by State statutes and this Policy. The County recognizes that interest earnings are an important revenue source; however, the priority is safety, liquidity to meet County obligations and then interest earnings.

Competitive Environment. An objective of the Investment Policy is to provide for a competitive environment while providing flexibility to the County Treasurer. Competitive concepts include taking bids on investments placed and bank services purchased.

SECTION III. PRUDENCE

The standard of prudence to be applied by the investment officials shall be the "prudent person rule" and shall be applied in the context of managing an overall portfolio. Under the "prudent person rule", investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, but for investment, considering the probable safety of their capital as well as the probable revenue to be derived.

SECTION IV. AUTHORITY

The County Treasurer is the custodian of all County funds. By resolution, and in accordance with Act No. 40, Public Acts of Michigan, 1932, as amended, the County Board of Commissioners designates a depository or depositories for County funds.

By resolution of the Board of Commissioners, the County Treasurer is authorized to invest surplus County funds in the various forms of investments that are permitted by State statutes and that follow the guidelines of this Policy.

Additional resolutions of the Board of Commissioners authorize depositing and investing funds for the County Road Commission and the County Drain Commissioner. Copies of the resolutions are on file with the County Clerk.

The County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the staff of the Treasurer's Office.

SECTION V. ETHICS AND CONFLICTS OF INTEREST

The Treasurer and employees of the Treasurer's Office, involved in investment activities, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair (or create the appearance of an impairment on) their ability to make impartial investment decisions. These persons shall disclose to the County Board of Commissioners any material financial interests in financial institutions that conduct business with Ottawa County, and they shall further disclose any large personal financial investment positions that could be related to the performance of the County's portfolio. The Treasurer and the above mentioned employees shall subordinate their personal financial transactions to those of the County, particularly with regard to the time of purchases and sales.

SECTION VI. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depositories. Deposits made by the County with financial institutions consist of checking accounts, savings accounts, and certificates of deposit. It is understood by the County that for FDIC deposit insurance purposes, all funds in deposit form with one financial institution are added together and insured up to a maximum of \$250,000 in demand deposits and \$250,000 in time deposits regardless of the number of accounts involved. It is the policy of the County to manage the risk by establishing procedures to evaluate the creditworthiness of the financial institutions and to diversify by setting concentration limits for each financial institution where funds are placed in deposit form. The County does not expect to manage this risk by limiting deposits with each financial institution to \$250,000.

Depositories shall be selected through the County's banking services procurement process, which shall include an annual review of current vendor pricing and market comparisons, and the issuance of a formal Request for Proposals per Public Act 462 of 2018 every 5 years. The banking services procurement process shall be managed by the County Treasurer in a manner consistent with the County's Purchasing Policy and the requirements of Michigan law. The County Treasurer will recommend financial institutions to provide depository services to the County Commission for approval. In selecting depositories, the creditworthiness of institutions shall be considered. The evaluation of the financial institution will be based upon information provided by the County Treasurer's bank rating process.

The evaluation will include the following recommended financial ratios and other relevant data (financial institutions that do not meet all of the criteria will still be considered on an individual basis for some Certificate of Deposit investments):

Net income ratio/Net income to earning assets	minimum	0.6%
Net loan charge off to average loans	maximum	1.0%
Cash and Treasuries to total deposits	minimum	10.0%
Net purchased money to earning assets	maximum	110.0%
Capital to total assets	minimum	5.0%
Net loans to deposits	maximum	80.0%
Municipal time deposits to total deposits	maximum	20.0%

In addition to a ratio analysis, the institution will have been profitable for the past five years. However, if a loss is reported in no more than one year of the past five years, and if the institution remains profitable in the aggregate, the County Treasurer may review the circumstances and approve the institution for the bid list if appropriate.

Broker/Dealers. The County Treasurer will maintain a list of approved security broker/dealers selected by creditworthiness, who maintain an office in the State of Michigan or who are "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the County Treasurer with the following: audited financial statements for the most recent fiscal year and then annually, within 6 months of the year end; certification of having read the County's Investment Policy and the pertinent State statutes; proof of National Association of Security Dealers certification; and proof of State registration, where applicable.

SECTION VII. AUTHORIZED AND SUITABLE INVESTMENTS

The County is empowered by Public Act 20 of 1943 (as amended) to invest public funds. In its Investment Policy, the County Board of Commissioners limits the investment authority to the following:

- A. Bonds, securities or other obligations of the United States or an agency or instrumentality of the United States.
- B. Certificates of deposit, savings accounts, deposit accounts or depository receipts of a financial institution. The financial institution must be:
 - a. a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank or credit union
 - b. whose deposits are insured by an agency of the United States government, and
 - c. which may be purchased only from financial institutions which qualify under Michigan law and are consistent with Opinion No. 6168, Opinions of the Attorney General (1982) and which comply with subsection (2), (5) or (6) of Public Act 20 of 1943 as amended. Purchases of certificates of deposit are further restricted to financial institutions which have been evaluated for creditworthiness and met the ratios stated in Section VI of this Policy.
- C. Commercial paper rated at the time of purchase within the A1/P1 classification by either Standard and Poor's and/or Moody's rating services and that mature not more than 270 days after the date of purchase. Not more than 20% of any fund may be invested in commercial paper at any time.
- D. Repurchase agreements consisting of bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- E. Banker's Acceptances of United States banks.
- F. Obligations of this state or any of its political subdivisions that at the time of purchase are rated at an A or M-1/SP-1 or better by not less than 1 standard rating service.
- G. Mutual funds registered under the Federal Investment Company Act of 1940, composed of the investment vehicles described above. The policy includes securities whose net asset value per share may fluctuate on a periodic basis.
- H. Obligations described above if purchased through an inter-local agreement under the Urban Cooperation Act of 1967 (for example, the MBIA program).

- I. Investment pools organized under the Surplus Funds Investment Pool Act (Public Act 367 of 1982), e.g. bank pools.

SECTION VIII. MATURITIES AND DIVERSIFICATION

Liquidity shall be assured through practices ensuring that disbursement, payroll, and bond payable dates are covered through maturing investments or marketable US Treasury issues.

It is the policy of the County to diversify its investment portfolio. Assets held in the pooled funds and other investment funds shall be diversified to eliminate the risk of loss resulting from the over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing diversification strategies, and within the statutory restrictions, the following guidelines and constraints shall apply:

<u>Instrument</u>	<u>Percent of Portfolio</u>		<u>Maturity/Duration</u> <u>Maximum</u>
	<u>Portfolio</u> <u>Min/Max</u>	<u>Issuer</u> <u>Maximum</u>	
US Treasuries	15% min	N/A	10 years
US Agencies	50% max.	20%	7 years
Certificates of Deposit	50% max.	5% net worth	1 year
Commercial Paper	20% max.	5% net worth	270 days
Repurchase Agreements	50% max.	10%	60 days
Bankers Acceptances	50% max.	10%	184 days
Mutual Funds	25% max.	10%	N/A
Money Market Mutual Funds	50% max.	N/A	N/A
State and Local Bonds	25% max	N/A	5 year
Negotiated C/D	10% max	5%	2 years (10% of CD 50%)

Portfolio Maturity and Limitation Percentages. The average maturity of the portfolio as a whole may not exceed three years. This calculation excludes the maturities of the underlying securities of a repurchase agreement. Limitation percentages of the portfolio are measured from the date the securities are acquired.

Government Securities (Treasuries). The County Treasurer may invest in negotiable direct obligations of the US Government. Such securities will include, but not limited to the following: Treasury cash management bills, notes, bonds, and zero strips. At least 15% of the portfolio must be in direct government securities or repurchase agreements. The maximum length to maturity of any direct investment in government obligations is ten years, except for the underlying securities of the repurchase agreements (see Repurchase Agreements).

Federal Agencies (Agencies). The County Treasurer may invest in Federal Agencies. Such securities may include but not limited to the Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB). No more than 50% of the portfolio may be in Federal Agency securities or repurchase agreements involving Federal Agency securities. There shall be a maximum of 20% of the portfolio in any one agency security. The maximum stated maturity for an investment in Federal Agency securities is seven years from the date of purchase.

Certificates of Deposit. Certificates of deposit (CD), savings accounts, deposit accounts or depository receipts may be purchased only from financial institutions which qualify under Michigan law and are consistent with Opinion No. 6168, Opinions of the Attorney General (1982) and which comply with subsection (2), (5) or (6) of Public Act 20 of 1943 as amended. Purchases of certificates of deposit are further restricted to financial institutions which have been evaluated for creditworthiness and meet the ratios stated in Section VI of this Policy. As a general guideline, certificates of deposit in any one financial institution are to be combined with all funds in deposit form with the financial institution to meet a maximum test of 5% of net worth with an overall maximum of \$10 million in any one financial institution. A maximum of 50% of the portfolio may be invested in Certificates of Deposit with a maturity date range not to exceed 365 days. A maximum of 10% of the portfolio may be invested in negotiable certificates of deposit with a maturity date range of 366 to 730 days and with interest paid semiannually. The 10% invested in negotiable CD's shall be included in the overall cap of 50% of the CD portfolio minimum or maximum.

Commercial Paper. Investments in commercial paper are restricted to those which have, at the time of purchase, the investment rating (A-1/P-1) by either Standard and Poor's and/or Moody's or like ratings established by not less than two standard rating services. Commercial paper held in the portfolio which subsequently receives a reduced rating shall be closely monitored and sold immediately if the principal invested may otherwise be jeopardized. No more than 20% of the portfolio or 20% of any one fund may be in commercial paper. The maximum per issuer is 5% of the net worth of the issuer. The maximum maturity for A-1/P-1 paper is 270 days.

Repurchase Agreements. The County Treasurer may invest in repurchase agreements comprised only of those investment instruments as authorized with Sections VII and VIII of this Policy. All firms with whom the County enters into repurchase agreements will have in place and executed a Master Repurchase Agreement with the County (to include guidelines for safety). No more than 50% of the portfolio may be in repurchase agreements with a maximum of 10% per issuer. The maximum length to maturity is 60 days from the date of the agreement.

Bankers Acceptances. The County Treasurer may invest in Bankers Acceptances (BA's) of United States banks which are eligible as defined by the Federal Reserve; from institutions whose long-term debt is rated at least A or equivalent by Moody's or Standard and Poor's. A maximum of 50% of the portfolio may be directly invested in BA's. A maximum of 10% of the portfolio may be invested with any one issuer. The maximum length to maturity of any BA's investment is 180 days.

Mutual Funds. The County Treasurer may invest in fixed income mutual funds composed of investment vehicles which are legal for direct investment by local units of government in Michigan and are consistent with Opinion No. 6776, Opinions of the Attorney General (1993) and are within the limitations of this Policy. The securities underlying the mutual fund must be rated at least A or better by either Moody's or Standard and Poor's or be from institutions whose long-term debt rating is AAA or better. A maximum of 25% of the portfolio may be invested in fixed-income mutual funds. A maximum of 10% of the portfolio may be invested with any one fund.

Money Market Mutual Funds. Permitted investments include money market mutual funds or pooled funds organized under State statute such as the Surplus Funds Investment Pool Act and the Intergovernmental Corporation Act which are composed of investment vehicles which are legal for direct investment by local governments in Michigan. A maximum of 50% of the portfolio may be invested in money market mutual funds.

State and Local Bonds. The County Treasurer may invest in investment rated obligations of the State of Michigan and its political subdivisions, provided the government unit is rated an A or M-1/SP-1 or better by at least one (1) rating service at the date of purchase. A maximum of 25% of the portfolio may be invested in state or local unit obligations. The maximum stated maturity for an investment in a state or local unit obligation is five years from the date of purchase.

SECTION IX. SAFEKEEPING OF INVESTMENTS

Investment securities purchased by the County shall be held in third-party safekeeping by an institution designated as primary agent. The County Treasurer, with the approval of the Board of Commissioners, will execute a third-party safekeeping agreement with the primary agent. Such agreement will include details as to responsibilities of each party; provision for delivery vs. payment; notification of transactions; safekeeping and transactions costs; and procedures in case of wire failure or other unforeseen mishaps including liability of each party. Safekeeping procedures and agreements should follow the Governmental Accounting Standards Board (GASB) guidelines for risk categories I or II.

Investment securities not included in the third-party safekeeping procedure include certificates of deposit, mutual funds, direct purchases of commercial paper, and banker's acceptances.

SECTION X. CASH MANAGEMENT

The County's policy regarding cash management is based upon the realization that there is a time-value to money. Temporarily idle cash should be invested in accordance with the County's Investment Policy. Accordingly, the County's financial team consisting of the County Administrator, County Treasurer, and Finance Director shall cause to be prepared written cash management procedures which shall include, but not limited to, the following:

Receipts. All moneys due the County shall be collected as promptly as possible. Moneys that are received shall be deposited in an approved financial institution no later than the next business day after receipt by County departments or as may be deposited by written policy. Amounts that remain uncollected after a reasonable length of time shall be subject to any available legal means of collection.

Disbursements. Any disbursements to suppliers of goods or services or to employees for salaries and wages shall be contingent upon an available budget appropriation and the required prior approvals as stated in the County's general policies. The payment of County funds should be through controlled disbursements to maximize investment opportunities, however, payment should be made timely.

Cash forecast. At least annually, cash forecast shall be prepared using expected revenue sources and items of expenditure to project cash requirements over the fiscal year. The forecast shall be updated from time to time to identify the probable inevitable balances that will be available.

Pooling of cash. Except for cash in certain restricted and special accounts, the County Treasurer shall pool cash of various funds to maximize investment earnings.

Distribution of interest. Investment interest shall follow principal. Interest on the pooled funds shall be distributed based upon the average monthly balance of the specific General Ledger fund and the average interest yield of the pool. Certain General Ledger funds that receive funding

from the General Fund are exempt from the interest distribution and the interest is given to the General Fund.

SECTION XI. ACCOUNTING

The County maintains its records on the basis of funds and account groups, each of which is considered a separate accounting entity. All investment transactions shall be recorded in the various funds of the County in accordance with generally accepted accounting principles as promulgated in Statement No. 31 of the Government Accounting Standards Board (GASB). Accounting treatment will include:

- Investments will be carried at fair value in the balance sheet or other statements of financial position.
- Fair value is the amount at which an investment could be exchanged in a current transaction between willing parties.
- The method used to determine fair value will be quoted market prices.
- The calculation of realized gains and losses is independent of a calculation of the net change in the fair value of investments.
- Realized gains and losses on investments that had been held in more than one fiscal year and sold in the current year are included as a change in the fair value of investments reported in the prior year(s) and the current year.
- All investment income, including changes in the fair value of investments shall be recognized as revenue in the operating statement.

SECTION XII. INTERNAL CONTROLS

The County Treasurer shall abide by a system of established internal controls, documented in writing, which is designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by investment officers of the County. Internal control procedures are subject to review with regard to appropriateness and compliance during the annual independent audit process.

SECTION XIII. INVESTMENT PERFORMANCE AND REPORTING

The County Treasurer shall submit to the Board of Commissioners through the Finance Committee of the Board by March 15 of each year, an annual report which summarizes the County's investment of surplus funds for the preceding year, describes the County's existing investment holdings, examines the County's future fiscal needs, and proposes investment strategy for the coming year. The annual report should also examine the performance of the portfolio for the previous year. Also, a performance report will be given to the Finance Committee quarterly, showing the current status of the County's holdings and an evaluation of the activities during the quarter.

SECTION XIV. INVESTMENT POLICY ADOPTION

The County's Investment Policy is a comprehensive policy covering the statutory responsibilities of the County Treasurer and the County Board of Commissioners. The Policy shall be adopted by the County Board of Commissioners. The Policy shall be reviewed on an annual basis by the Finance Committee of the Board. Modifications made at that time or when necessitated by State statutory revision must be approved by the County Board of Commissioners.

REVIEW PERIOD

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

APPENDIX A

GLOSSARY

AGENCIES: Federal agency securities and/or government-sponsored enterprises.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (when you are selling securities, you ask for a bid). See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COMMERCIAL PAPER: Short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions; buying and selling for his/her own account.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: Delivery Versus Payment and Delivery Versus Receipt. Delivery Versus Payment is delivery of securities with the exchange of money for the securities. Delivery Versus Receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently set at up to \$250,000.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquify the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae) : FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United State. Fannie Mae, as the corporation is called, is a private stockholder owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL RESERVE SYSTEM: the central bank of the United States created by Congress and consisting of a seven-member commission of Governors in Washington, D.C., 12 regional banks and about 7,500 commercial banks that are members of the system.

INVESTMENT: Investments shall be defined as debt obligations and shall not include Certificates of Deposit which should be considered deposits. This is the same definition used by GASB in their pronouncement Number 40 for disclosure purposes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without substantial loss of value. In the money market, a security is said to be liquid if the spread between the bid and asked price is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL: The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer or other entity for investment and reinvestment.

MARKET VALUE: The price at which a security is traded and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: the market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (when you are buying securities, you ask for an offer.) See Asked and Bid.

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state -the so-called "legal list." In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP's extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: An agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that members firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margins loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

APPENDIX B

ACKNOWLEDGMENT OF RECEIPT OF THE STATEMENT OF INVESTMENT POLICIES, PROCEDURES AND OBJECTIVE OF OTTAWA COUNTY, MICHIGAN AND AGREEMENT TO COMPLY

Per Section 129.96 of Michigan Public Act 20 of 1943, before executing an investment transaction on behalf of Ottawa County, a financial intermediary, broker, or dealer shall be provided with a copy of the County's investment policy and shall do both of the following

- A. Acknowledge Receipt of the investment policy.
- B. Agree to comply with the term of the investment policy regarding the buying or selling of securities.

Per Section 129.96 of Michigan Public Act 20 of 1943, I certify that I have received the investment policy of Ottawa County dated _____, as amended. Furthermore, I agree to comply with the terms of the investment policy regarding the buying and selling of securities.

By: _____

Title: _____

Company: _____

Date: _____

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Administration

Submitted By: Regina MacMillan

Agenda Item: Public Health Receivables Write-off Rule

Suggested Motion:

To approve the revised Public Health Receivables Write-off Rule for review and comment (first reading).

Summary of Request:

County policies require periodic review and updates. This request is to review the Public Health Receivables Write-off Rule and forward it to the Board of Commissioners for a first and second reading before final approval.

Financial Information:

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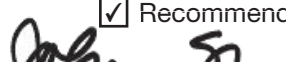
If not included in budget, recommended funding source:

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: 03/15/2022

Planning and Policy Committee



County of Ottawa

PUBLIC HEALTH RECEIVABLES WRITE OFF

I. PURPOSE OF RULE:

To establish a Rule for Write Off of Public Health Receivables.

II. BACKGROUND:

The Public Health Fund utilizes the modified accrual basis of accounting. Under this method, revenues are recognized when they become measurable and available to finance current operations. This method as applied to Client Accounts Receivable means that no charge for service is recorded as revenue until the payment is received.

III. RULE:

A. Client Fees

1. Any charge that remains unpaid for a period of fourteen months will be written off as uncollectible. Fourteen months is used based on the Family Planning model of annual examinations which may not fall exactly within a twelve-month period. Patients with a balance of \$10.00 or more will receive a monthly statement unless they are classified as a confidential client who cannot receive mail. No further efforts will be made to collect the charge (i.e., Collection agency). The monthly listing of accounts to be written off will be reviewed by the Health Officer and/or Designee, ~~Nursing Director and Senior Accountant~~ and PH Public Health Financial Manager.
2. Sexually Transmitted Disease (STD) ~~supplies are written off at the end of each month. The fee is quoted on an "if you can pay basis" and because of the confidential nature of the service no client statements can be sent.~~ charges are billable to insurance if patient meets the qualifications; has seen the Nurse Practitioner in the last 3 years and is not confidential. If patient does not meet the qualifications and does not have Medicaid, charges are adjusted based on income with the sliding fee scale (SFS). If patient has Medicaid, the charges are adjusted to zero and the claim closed. If the patient has commercial insurance, charges are dropped to self-pay and based on income with the SFS adjustment. Any remaining charges are written off after 14 months.

B. Medicaid/Insurance Accounts

1. All charges rejected by Medicaid/Insurance will be reviewed by the ~~Senior Accountant~~ Claims and Billing Clerk and PH Public Health Financial Manager before an adjustment is taken to ensure that all reasonable steps have been taken to collect. Any Medicaid/ Insurance charge that has remained open for ~~120 days~~ 14 months after the claim was billed will be reviewed by the ~~Accounting Department staff~~ Health Officer and/or Designee, and PH Public Health Financial Manager to determine collectability. If the account is determined to be

| uncollectible, it will be written off.

IV. DATE APPROVED:

Administrator approval date: ~~November 1, 2002~~ March 3, 2022

Board of Commissioners notification date:

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Administration

Submitted By: Regina MacMillan

Agenda Item: Purchase of Military Service Credits Policy

Suggested Motion:

To approve the Internal Policy Review Team's recommendation to retire the Purchase of Military Service Credits Policy (first reading).

Summary of Request:

County policies require periodic review and updates. This request is to review the Purchase of Military Service Credits Policy and forward it to the Board of Commissioners for a first and second reading before final approval.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<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: 03/15/2022

Planning and Policy Committee



County of Ottawa

PURCHASE OF MILITARY SERVICE CREDITS POLICY

I. POLICY

This policy outlines the eligibility of Ottawa County employees to purchase qualified active duty military service credits.

A. Employees Eligible on or before January 1, 2009:

The Ottawa County Board of Commissioners will approve allowing the purchase of up to four (4) years for active duty military service which occurred prior to January 1, 1999, for eligible benefited employees of the County who have at least ten (10) years of credited service with MERS. Commissioners must have eight (8) years of credited service with MERS.¹

Eligible employees under this section will have up until January 1, 2013 to purchase eligible military service credits. Payment due from the employee prior to allowing the purchase is 50% of the actuarial cost as determined by MERS.

B. Employees Eligible after January 1, 2009:

The Ottawa County Board of Commissioners will approve allowing the purchase of up to two (2) years for active duty military service which occurred prior to January 1, 1999, for eligible benefited employees of the County who have at least ten (10) years of credited service with MERS. Commissioners must have eight (8) years of credited service with MERS.

Eligible employees under this section will have up until January 1, 2013 to purchase eligible military service credits. Payment due from the employee prior to allowing the purchase is 50% of the actuarial cost as determined by MERS.

C. Employees hired after January 1, 2003:

Employees hired after January 1, 2003 may purchase military service credits in accordance with the MERS military service credit policy. The employee will be responsible for the full amount of the purchase with no employer contribution.

Service will not be granted for active military time which is or could be used for obtaining or increasing a benefit from another retirement system, a copy of the military discharge papers must be filed with the Human Resources Department with payment from the employee.

The Board of Commissioners further authorizes the submission of required individual Resolutions to MERS for implementation of this policy.

¹ Members of the Board of Commissioners have an eight (8) year vesting period.



County of Ottawa

II. STATUTORY REFERENCES

None

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: December 8, 1998, B/C 98-359, 98-409/ Date reviewed: September 19, 2001.

Board of Commissioners Resolution Number and Policy Adoption Date: September 23, 2008, B/C 08-218

Board of Commissioners Resolution Number and Policy Adoption Date: May 24, 2011, B/C 11-136

Name and Date of Last Committee Review: Finance and Administration Committee, May 17, 2011

Last Review by Internal Review Committee: August 5, 2021

IV. REVIEW PERIOD

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

Action Request



Ottawa County
Where You Belong

Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Administration
Submitted By:	Regina MacMillan
Agenda Item:	Participating in Conferences and Conventions Policy

Suggested Motion:

To approve the Internal Policy Review Team's recommendation to retire the Participating in Conferences and Conventions Policy (first reading).

Summary of Request:

County policies require periodic review and updates. This request is to review the Participating in Conferences and Conventions Policy and forward it to the Board of Commissioners for a first and second reading before final approval.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<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: 03/15/2022

Planning and Policy Committee



County of Ottawa

PARTICIPATING IN CONFERENCES AND CONVENTIONS POLICY

I. POLICY

It is the policy of the Ottawa County Board of Commissioners to encourage members of the Board to participate in conferences and conventions sponsored by associations in which the Board has membership or that promote Ottawa County goals, member skills development, and/or recognition of Ottawa County. Members of the Board are particularly encouraged to attend the annual Michigan Association of Counties (MAC) and the annual National Association of Counties (NACo) conventions, and to participate in the committee work of those organizations to the extent that the committee work is relevant to the health, safety, and welfare of the residents of Ottawa County. Board members who so participate will be expected to take an active role and promote the County's interests.

II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); 46.71, Act 156 of 1851, as amended.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Policy Adoption Date and Resolution Number: May 27, 2008; 08-123

Board of Commissioners Review Date and Resolution Number: May 13, 2008; 08-110

Name and Date of Last Committee Review: Planning and Policy Committee, May 8, 2008

Last Review by Internal Policy Review Team: March 3, 2022



County of Ottawa

IV. PROCEDURE

1. The Ottawa County Finance and Administration Committee shall annually recommend to the Ottawa County Board of Commissioners a budget sufficient for the purposes of this policy.
2. For travel pursuant to this Policy within the contiguous 48 states, the County will pay or reimburse the conference fees (if any) and the reasonable and necessary transportation expenses of a Board member to attend the conferences, conventions and meetings of approved organizations and their committees. The County will also reimburse the reasonable and necessary food, lodging, and associated expenses of a Board member for attendance.
3. For travel pursuant to this Policy outside of the contiguous 48 states, the County will pay or reimburse the conference fees (if any) and will reimburse the reasonable and necessary food, lodging, and associated expenses of a Board member to attend the conferences, conventions, and meetings of approved organizations and their committees. The County will also pay the reasonable and necessary transportation expenses and the reasonable and necessary lodging expenses of a Board member to attend the conventions and meetings of approved organizations and their committees, up to the average cost of a Board member's air fare transportation cost, as based upon a three (3) year history of such costs [i.e., the total air fare cost and lodging cost incurred by Board members over the previous three (3) calendar years divided by the total number of Board attendees = average reimbursement of air fare cost and average reimbursement of lodging cost]. Lodging costs will be calculated based upon cost per night of stay. Any excess air fare cost and similar excess costs for transportation expenses and any excess lodging costs incurred outside the contiguous 48 states must be paid by the attending Board member.
4. Board members will, orally or in writing, share information gathered through attendance at conferences and conventions.

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:	03/24/2022
Requesting Department:	Strategic Impact
Submitted By:	John Shay
Agenda Item:	Resolution to Approve Project and Issue Bonds for the Farmstead by Resthaven

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution Approving the Project Plan and the Issuance of Bonds for The Farmstead by Resthaven.

Summary of Request:

Resthaven, a Michigan non-profit corporation, (the Borrower) operates multiple senior living and care facilities in Ottawa County. A new facility has been planned for construction in the City of Holland. When complete, the facility will offer 128 units for independent and assisted living. The Borrower is requesting the issuance of up to \$80 million in Limited Obligation Bonds (the Bonds) through the Ottawa County Economic Development Corporation (EDC). The Borrower will pay all costs associated with the issuance of the Bonds, including but not limited to fees imposed by Bond Counsel and an Issuance Fee to the County of one quarter of one percent of the final bond amount. There is no cost to Ottawa County to issue the bonds. The Borrower proposed a Project Plan that provides details about the Project, including location, construction costs, management, and funding mechanisms. As the governing body of the municipality for which the EDC is incorporated, the Board of Commissioners must determine if the Project Plan constitutes a public purpose, then approve or reject the Project Plan and the Issuance of Bonds. This approval or rejection shall be based on Section 10(2), Act 338 of 1974 as amended. By Resolution on March 3, 2022, the EDC has recommended this proposed Project Plan for approval by Ottawa County Board of Commissioners. The Holland City Council is expected to approve the Project Plan on March 16, 2022. If the Project is determined by the Ottawa County Board of Commissioners to constitute a public purpose and the Resolution to approve Project Plan and Issuance of Bonds is passed, the EDC will then consider a Bond Authorizing Resolution at an upcoming meeting, likely in May 2022. If the Bond Authorizing Resolution is passed by the EDC, the Bond closing and issuance of Bonds will take place shortly thereafter.

Financial Information:

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

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

Action is Related to Strategic Plan:

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

Objective: Goal 2, Objective 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:

Committee/Governing/Advisory Board Approval Date: 03/15/2022

Finance and Administration Committee

OTTAWA COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING PROJECT PLAN AND ISSUANCE OF BONDS

(The Economic Development Corporation of the County of Ottawa
Resthaven Farmstead Project)

Minutes of a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held on April 12, 2022, at which the following commissioners were present:

and the following were absent: _____
_____.

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

WHEREAS, this Board of Commissioners has given notice pursuant to Section 17 of Act No. 338 of the Michigan Public Acts of 1974, as amended (the "Act") and the Internal Revenue Code of 1986, as amended (the "Code"), of a public hearing which was held on this day, relative to (i) the Project Plan (the "Project Plan") for the Resthaven Farmstead Project (the "Project") of The Economic Development Corporation of the County of Ottawa (the "EDC") and (ii) the issuance of bonds by the EDC to assist in the financing of the Project.

WHEREAS, at the public hearing the fullest opportunity was given for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the Project Plan, and the issuance of bonds, and further, this Board of Commissioners has given due consideration to all communications received in writing with reference thereto; and

WHEREAS, this Board of Commissioners made and preserved a record of the public hearing, including all data presented thereat; and

WHEREAS, this Board of Commissioners desires to express its approval of the Project Plan and the Project described therein and the issuance of bonds by the EDC to assist in the financing of the Project, and wishes to request the EDC to proceed with the Project and the financing thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTTAWA, AS FOLLOWS:

1. It is hereby determined that the Project Plan for the Project as presented constitutes a public purpose within the meaning of the Act and the Project Plan is hereby approved in its entirety based on the following considerations:

- (a) The Project Plan meets the requirements set forth in Section 8 of the Act.
- (b) The persons who will be active in the management of the Project for not less than one year after the approval of the Project Plan for the Project have sufficient ability and experience to manage the Project Plan properly.
- (c) The proposed method of financing the Project is feasible and the EDC has the ability to arrange the financing.
- (d) The Project is reasonable and necessary to carry out the purposes of the Act.

2. By adoption of this resolution approving the Project Plan this Board of Commissioners does hereby approve the issuance, sale and delivery, in one or more series, of not to exceed \$80,000,000 in aggregate principal amount of limited obligation revenue bonds as described in the Project Plan as is required by Section 147(f) of the Code.

3. The EDC is hereby requested to proceed with the Project and the financing thereof.

4. All resolutions or parts thereof in conflict with this resolution are hereby repealed, but only to the extent of such conflict.

5. The County Clerk is hereby directed to provide three (3) certified copies of this resolution to the Secretary of the EDC.

YEAS _____

NAYS _____

ABSTENTIONS _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held on April 12, 2022, and that the minutes of such meeting are on file in the office of the County Clerk and are available to the public. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976.

Dated: _____, 2022

Justin F. Roebuck
County Clerk, County of Ottawa, MI

**THE ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY OF OTTAWA
Ottawa County, Michigan**

**PROJECT PLAN FOR
RESTHAVEN FARMSTEAD PROJECT**

APPLICANT: Resthaven, a Michigan nonprofit corporation

CONTACT: Seth Weener
Resthaven
948 Washington Avenue
Holland, MI 49423
Telephone: 616-796-3504
Email: seth.weener@resthaven.org

PROJECT: Acquisition, construction, furnishing and development of Phase I of an entrance fee, life plan senior living community to be known as The Farmstead (the "Community"), to be located on 22 acres of a 39-acre site located at 875 E. 24th Street, City of Holland, Michigan, and expected to include 80 congregate apartments, 24 cottages, and 24 assisted living suites and common amenities including parking, dining facilities, fitness center, clubhouse, activity rooms, multipurpose rooms and other common living areas.

LOCATION: To be located on 22 acres of a 39-acre site located at 875 E. 24th Street, City of Holland, Ottawa County, Michigan.

PROJECT AREA: See attached Exhibit A.

TOTAL COST: Estimated to be approximately \$73,946,731

BONDS: Not to exceed \$80,000,000.

This Project Plan was prepared in accordance with the Economic Development Corporations Act, Public Act No. 338 of the Michigan Public Acts of 1974, as amended. Attached is the requisite information based on Section 8(4) of the Act.

(A) THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE PROJECT DISTRICT AREA AND THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND

USES THEN EXISTING AND PROPOSED FOR THE PROJECT AREA, INCLUDING RESIDENTIAL, RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL, AND OTHER USES, AND SHALL INCLUDE A LEGAL DESCRIPTION OF THE PROJECT AREA.

No changes to public streets are necessary for the Project.

The property currently does not have utilities so water, sewer, electric, communications and gas installation will be required.

Additionally, a turn lane on 24th Street to access the facility is contemplated for the future.

The Project involves the acquisition, construction, furnishing and development of Phase I of an entrance fee, life plan senior living community to be known as The Farmstead, expected to include 80 congregate apartments, 24 cottages, and 24 assisted living suites and common amenities including parking, dining facilities, fitness center, clubhouse, activity rooms, multipurpose rooms and other common living areas.

The location of the Project Area is set forth in the legal description attached hereto as Exhibit A. The location of the improvements anticipated on the Project Area is illustrated in the Site Map, a copy of which has been provided to The Economic Development Corporation of the County of Ottawa (the "EDC") with the Applicant's application.

(B) A DESCRIPTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA TO BE DEMOLISHED, REPAIRED OR ALTERED, A DESCRIPTION OF REPAIRS AND ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

The Project Area is currently vacant land with no existing improvements. The Project will consist of new construction. The Applicant has acquired ownership of the Project Area.

(C) THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS, INCLUDING REHABILITATION CONTEMPLATED FOR THE PROJECT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

The Farmstead Project will consist of:

- **80 Congregate IL Apartments**
 - One and Two bedroom apartments, ranging in size from 841 sq. ft. to 1,572 sq. ft.
- **24 Independent Living Cottages**
 - Single and Duplex models, ranging in size from 1,519 ft2 to 1,544 ft2
- **24 Assisted Living Suites**
 - Private room model, approximately 400 ft2 in size
- **Amenities**
 - Health Clinic

- Exercise Room
- Card/Club Room
- Pickle Ball Court
- Casual Dining
- Multi-purpose room/s
- Outdoor grounds and walking trails

Preliminary Project Development Timeline

Date*	Activity
Mid to Late April, 2022	Finalize Construction Documents
TBD	Start site development
June 15, 2022	Finalize GMP Contract
June 30, 2022	Close Financing
July 18, 2022	Start Cottage construction
August 17, 2022	Start Apartment construction
March 14, 2023	First Cottage resident move in
December 18, 2023	Substantial completion
January 2024	First Apartment and AL resident move ins
December 2025	Stabilized IL Occupancy achieved

Plan of Finance—Estimated Sources and Uses of Funds

Sources:	Series 2022 Short Term Project Debt	Series 2022 Long Term Project Debt	Series 2022 Long Term Refunding Debt	Total
Par Amount	27,320,000.00	44,526,731.12	7,362,000.00	79,208,731.12
Equity for Marketing		2,100,000.00		2,100,000.00
	27,320,000.00	46,626,731.12	7,362,000.00	81,308,731.12

Uses:	Series 2022 Short Term Project Debt	Series 2022 Long Term Project Debt	Series 2022 Long Term Refunding Debt	Total
Project Fund	26,262,484.81	41,339,764.54		67,602,249.35
Marketing Costs		2,100,000.00		2,100,000.00
Repayment of Existing Debt			7,271,205.99	7,271,205.99
Capitalized Interest	721,013.10	2,638,405.24		3,359,418.34
Costs of Issuance	336,375.74	548,232.50	90,644.15	975,252.39
Rounding	126.35	328.84	149.86	605.05
	27,320,000.00	46,626,731.12	7,362,000.00	81,308,731.12

(D) A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.

Construction is estimated to begin July 2022 with substantial completion in first quarter of 2024. The current construction timing estimate is 18-21 months which may be impacted by supply chain and labor constraints.

(E) A DESCRIPTION OF THE PARTS OF THE PROJECT AREA TO BE LEFT AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE.

A copy of the Site Plan for the Project is on file with the office of the EDC and incorporated by reference herein. The Site Plan indicates the planned usages of the Project Area, including such areas which could be characterized as “open space.”

(F) A DESCRIPTION OF PORTIONS OF THE PROJECT AREA WHICH THE CORPORATION DESIRES TO SELL, DONATE, EXCHANGE OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

The EDC will not sell, donate, exchange or lease any portion of the Project Area to or from the County of Ottawa or the City of Holland.

(G) A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS AND UTILITIES.

The Project is located in a planned unit development (PUD) and has been approved for its intended use as a senior living community pursuant to the applicable zoning ordinance, which is satisfactory for the Project's intended use. Site plan approval has been granted by the City of Holland on July 13, 2021.

No changes to public streets are necessary for the Project.

The property currently does not have utilities so water, sewer, electric, communications and gas installation will be required.

Additionally, a turn lane on 24th Street to access the facility is contemplated for the future.

(H) A STATEMENT OF THE PROPOSED METHOD OF FINANCING THE PROJECT INCLUDING A STATEMENT BY A PERSON DESCRIBED IN SUBPARAGRAPH (J) INDICATING THE PAYMENT TO ALL PERSONS PERFORMING WORK ON THE CONSTRUCTION PROJECT OF THE PREVAILING WAGE AND FRINGE BENEFIT RATES FOR THE SAME OR SIMILAR WORK IN THE LOCALITY IN WHICH THE WORK IS TO BE PERFORMED, AND A STATEMENT OF THE ABILITY OF THE CORPORATION TO ARRANGE THE FINANCING. THE PREVAILING WAGE AND FRINGE BENEFIT RATES SHALL BE DETERMINED PURSUANT TO ACT NO. 166 OF THE PUBLIC ACTS OF 1965, AS AMENDED, BEING SECTIONS 408.551 to 408.558 OF THE MICHIGAN COMPILED LAWS.

The plan of finance for the Project is for not to exceed \$80,000,000 in principal amount of first mortgage revenue bonds (the "Bonds") to be issued by the EDC in one or more series. The Bonds will be structured as tax exempt "qualified 501(c)(3) bonds" under Internal Revenue Code Section 145. The Bonds will be issued pursuant to a Trust Indenture between the EDC and a bond trustee to be selected and/or may be privately placed with a commercial lender pursuant to a Bond Financing Agreement to be entered into among the EDC, the Applicant and the lender. The proceeds of the Bonds will be loaned to the Applicant pursuant to a Loan Agreement between the EDC and the Applicant or the Bond Financing Agreement. The Bonds will be limited obligations of the EDC payable solely from revenues received from the Applicant and secured by a mortgage on the Community and an obligation issued by the Applicant under a master trust indenture (the "Master Indenture") to be entered into between the Applicant and a master trustee. The Bonds may be underwritten by H.J. Sims & Co. Inc. ("Sims") and/or sold through private placement with a commercial bank purchaser with an anticipated closing date not later than August 31, 2022.

With respect to the payment of prevailing wage and fringe benefit rates, on June 6, 2018, Michigan's Prevailing Wages on State Projects law, Act 166 of 1965 was repealed as the result of a legislative initiative; the repeal was given immediate effect. As a result, the Michigan Department of Labor and Economic Opportunity, Bureau of Employment Relations - Wage & Hour Division, no longer issues prevailing wage rates.

(I) A LIST OF PERSONS WHO WILL MANAGE OR BE ASSOCIATED WITH THE MANAGEMENT OF THE PROJECT FOR A PERIOD OF NOT LESS THAN 1 (ONE) YEAR FROM THE DATE OF APPROVAL OF THE PROJECT PLAN.

Deedre Vriesman, Chief Executive Officer has over 11 years of senior health services management experience. She has served as President and CEO of Resthaven since 2018. Prior to joining Resthaven, she served as Executive Director for Samaritas Senior Living in Grand Rapids, MI where she had been on staff since 2009. Prior to that she worked with Pine Rest Christian Mental Health Services in Grand Rapids, MI as a senior care manager and research assistant. She has leadership expertise in program planning and development, strategic planning, organizational policy making, financial management and dementia care.

Ms. Vriesman received a Master's in Counseling from Spring Arbor University and a Bachelor's degree in Psychology from Calvin College in Grand Rapids, MI. Ms. Vriesman is a licensed Nursing Home Administrator. She currently serves on the Education Foundation Board for Leading Age Michigan and on the Atrio Home Care board. Past volunteer work includes serving on the Dementia Friendly Grand Rapids Committee and participating in the Michigan Dementia Coalition.

Seth Weener, Chief Financial Officer joined Resthaven in 2020. Mr. Weener has a Bachelor's in Public Accounting from Hope College. Mr. Weener is a Certified Public Accountant. Prior to joining Resthaven, Mr. Weener worked for 10 years with Crowe, LLP as an Assurance Senior Manager. He specialized in non-profit organizations.

Mr. Weener is the Audit Committee Chair for the Reformed Church in America, served as a committee member for the Illinois CPA Society, and previously served as a committee member for the Near North Chicago Young Life and Cabrini Green Legal Aid.

(J) DESIGNATION OF THE PERSONS OR PERSONS, NATURAL OR CORPORATE, TO WHOM THE PROJECT IS TO BE LEASED, SOLD OR CONVEYED AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE CORPORATION.

The Project is being undertaken for the benefit of the Applicant. The land and buildings will be owned by the Applicant. The Project will provide independent living and assisted living for elderly residents. The Project is not expected to be sold or conveyed to any other party.

(K) IF THERE IS NOT AN EXPRESS OR IMPLIED AGREEMENT BETWEEN THE CORPORATION AND PERSONS, NATURAL OR CORPORATE, THAT THE PROJECT WILL BE LEASED, SOLD, OR CONVEYED TO THOSE PERSONS, THE PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING OR CONVEYING OF THE PROJECT UPON ITS COMPLETION.

Not applicable.

(L) ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE PROJECT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE CORPORATION, A PROJECT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED, INCLUDING THEIR INCOME AND RACIAL COMPOSITION, A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION, THE CONDITION OF THOSE IN EXISTENCE, THE NUMBER OF OWNER-OCCUPIED AND RENTER-OCCUPIED UNITS, THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING AND THE RANGE OF RENTS AND SALE PRICES, AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY, AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS.

There are no residents residing in the Project Area; consequently, none will be displaced.

(M) A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE PROJECT IN NEW HOUSING IN THE PROJECT AREA.

Not applicable.

(N) PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE PROJECT AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OR EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE, IN ACCORDANCE WITH THE STANDARDS AND PROVISIONS OF THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, 42 U.S.C. 4601 TO 4655.

Not applicable.

(O) A PLAN FOR COMPLIANCE WITH ACT NO. 227 OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 213.321 TO 213.332 OF THE MICHIGAN COMPILED LAWS.

Not applicable.

(P) OTHER MATERIAL AS THE CORPORATION, LOCAL PUBLIC AGENCY, OR GOVERNING BODY CONSIDERS PERTINENT.

See Transfer of Employment Certificate attached hereto as Exhibit B.

EXHIBIT A

Project Area

Land situated in the City of Holland, County of Ottawa, State of Michigan, described as follows:

Parcel 1

That part of the Southeast 1/4 of the Northwest 1/4 of Section 34, Town 5 North, Range 15 West, commencing at the Southwest corner thereof; thence North along the North and South 1/8 line 155 feet; thence East 200 feet; thence South 155 feet; thence West along the East and West 1/4 line to the place of beginning, subject to the 24th Street right-of-way over the South 33 feet of said parcel, City of Holland, County of Ottawa, State of Michigan.

Parcel 2

The Southeast 1/4 of the Northwest 1/4 of Section 34, Town 5 North, Range 15 West, City of Holland, Ottawa County, Michigan except the following parcels:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 34, Town 5 North, Range 15 West, commencing at the Southwest corner thereof; thence North along the North and South 1/8 line 155 feet; thence East 200 feet; thence South 155 feet; thence West along the East and West 1/4 line to the place of beginning, subject to the 24th Street right-of-way over the South 33 feet of said parcel, City of Holland, County of Ottawa, State of Michigan.

Commencing at the Southeast corner thereof; thence North 200 feet; thence West 110 feet; thence South 200 feet; thence East along the 1/4 line to the place of beginning.

Part of the Southeast 1/4 of the Northwest 1/4 of Section 34, Town 5 North, Range 15 West, described as beginning at a point on the East and West 1/4 line of Section 34, distance due East 1705.65 feet from the West 1/4 corner of Section 34, and proceeding thence North 00 degrees 33 minutes 44 seconds East 172.13 feet; thence North 88 degrees 26 minutes 20 seconds East 162.22 feet; thence South 00 degrees 33 minutes 44 seconds West 172.13 feet to the East and West 1/4 line of Section 34; thence due West on the said East and West 1/4 line of Section 34 to the point of beginning.

Commonly known as: 829 & 875 East 24th Street
Tax Parcel Nos. 70-16-34-100-024 (Parcel 1) and 70-16-34-100-025 (Parcel 2)

EXHIBIT B
TRANSFER OF EMPLOYMENT CERTIFICATE

Resthaven, a Michigan nonprofit corporation (the "Applicant") hereby certifies, as of the date hereof, that by and through the use of all or any portion of Resthaven Farmstead Project (the "Project") of The Economic Development Corporation of the County of Ottawa by the Applicant, or any other person, firm, or entity presently anticipated by any officer, employee, or other representative of the Applicant to be a potential user of any portion of the Project, there will not be the effect of transferring the employment of more than twenty (20) full-time persons from any municipality of the State of Michigan to the City of Holland.

RESTHAVEN,
a Michigan nonprofit corporation

By: 

Seth Weener, CFO

Dated: March 3, 2022

Action Request

Electronic Submission – Resolution #: 1489



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: BECKY HUTTENGA

Agenda Item: RESOLUTION TO SET A PUBLIC HEARING DATE FOR EDC BOND PROJECT

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign a resolution to set a public hearing date on the Project Plan for the Resthaven Farmstead Project recommended by the Ottawa County Economic Development Corporation and on the issuance of bonds

Summary of Request:

A public hearing upon the proposed Project Plan is requested for 1:30 p.m., Michigan time, on April 12, 2022, in the 1:30pm in the Board Room at the Administration Building, 12220 Fillmore Street, West Olive, Michigan.
The Project Plan contemplates the issuance in one or more series of not to exceed \$80,000,000 revenue bonds (the "Bonds") by the EDC to finance all or a portion of the costs of the acquisition, construction, furnishing and development of Phase I of an entrance fee, life plan senior living community to be known as "The Farmstead" to be located on an approximately 39 acre site with an address of 875 E. 24th Street, City of Holland, Michigan and expected to include 80 congregate apartments, 24 cottages, and 24 assisted living suites and common amenities, including parking, dining facilities, fitness center, clubhouse, activity rooms, multipurpose rooms and other common living areas (collectively, the "Project"), and to pay expenses incurred in connection with the financing.

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

N/A


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

Action is Related to Strategic Plan:

Goal:

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

Administration:

Recommended by County Administrator:  3/9/2022 10:47:40 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION 3/15/2022

OTTAWA COUNTY BOARD OF COMMISSIONERS

RESOLUTION SETTING HEARING DATE

(Resthaven Farmstead Project)

Minutes of a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held on March 24, 2022, at which the following commissioners were present:

and the following were absent:

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

WHEREAS, this Board of Commissioners wishes to set a date for a public hearing on a Project Plan for the Resthaven Farmstead Project (the "Project") recommended by The Economic Development Corporation of the County of Ottawa (the "Issuer") and on the issuance of bonds.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing upon the proposed Project Plan for the Project and the issuance of taxable bonds in an amount not to exceed \$80,000,000, shall be held at 1:30 p.m., Michigan time, on April 12, 2022, in the 1:30pm in the Board Room at the Administration Building, 12220 Fillmore Street, West Olive, Michigan. The hearing shall provide the fullest opportunity for the expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the proposed Project Plan. The governing body shall make and preserve a record of the public hearing, including all data presented thereat.

2. The County Clerk or its agent(s) is hereby directed to give notice of such public hearing by (1) publishing a notice thereof in a newspaper of general circulation in the County on or before April 1, 2022; (2) posting in at least ten (10) public and conspicuous places in the project district area; and (3) mailing to the last known owner of each parcel of real property in the project district area at the last known address of the owner as shown by the tax assessment records, which posting and mailed notices shall be given at least ten (10) full days prior to the date set for said hearing. Such notice to be substantially in the form attached.

3. All resolutions or parts thereof in conflict with this resolution are hereby repealed but only to the extent of such conflict.

YEAS _____

NAYS _____

ABSTENTIONS _____

RESOLUTION DECLARED ADOPTED.

NOTICE OF PUBLIC HEARING OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTTAWA ON THE PROJECT PLAN FOR THE ECONOMIC DEVELOPMENT CORPORATION OF THE COUNTY OF OTTAWA RESTHAVEN FARMSTEAD PROJECT AND ISSUANCE OF REVENUE BONDS

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Ottawa will hold a public hearing in accordance with Treasury Regulation §1.147(f)-1, and Act 338, Public Acts of Michigan, 1974, as amended, at 1:30 p.m. on April 12, 2022, in the Board Room at the Administration Building, 12220 Fillmore Street, West Olive, Michigan, on the issuance and sale of certain Bonds (identified below) and a Project Plan prepared by The Economic Development Corporation of the County of Ottawa (the "EDC") for its Resthaven Farmstead Project (the "Project"), such Project being undertaken for the benefit of Resthaven, a Michigan nonprofit corporation ("Borrower").

The Project Plan contemplates the issuance in one or more series of not to exceed \$80,000,000 revenue bonds (the "Bonds") by the EDC to finance all or a portion of the costs of the acquisition, construction, furnishing and development of Phase I of an entrance fee, life plan senior living community to be known as "The Farmstead" to be located on an approximately 39 acre site with an address of 875 E. 24th Street, City of Holland, Michigan and expected to include 80 congregate apartments, 24 cottages, and 24 assisted living suites and common amenities, including parking, dining facilities, fitness center, clubhouse, activity rooms, multipurpose rooms and other common living areas (collectively, the "Project"), and to pay expenses incurred in connection with the financing.

The Bonds will be limited obligations of the EDC payable only from loan repayments to be made by Borrower to the EDC and other security to be provided by Borrower. The Bonds will not be a general obligation of the EDC and will not be a debt of City of Holland or the County of Ottawa or any other political subdivision of the State of Michigan. The EDC has no taxing power and the issuance of the Bonds will not obligate the County of Ottawa or any political subdivision of the State of Michigan to levy or pledge any form of taxation for the Bonds or to make any appropriation for the payment of the Bonds.

Information related to the Bonds and the Project is available for public inspection at the offices of the EDC located at 12220 Fillmore Street, West Olive, Michigan Attn: Becky Huttenga, Economic Development Coordinator, and all aspects of the Bonds and the proposed Project Plan will be open for discussion at the public hearing. Any aspect of the planned financing may be discussed at the public hearing and all interested persons will be given an opportunity to be heard. The hearing will provide the fullest opportunity for expression of opinion, arguments on the merits and introduction of documentary evidence relative to the financing. After the hearing, the Board of Commissioners of the County of Ottawa will consider approval of the Bonds and the Project Plan.

Justin F. Roebuck
County Clerk, County of Ottawa, MI

Action Request



Committee: Board of Commissioners
Meeting Date: 03/24/2022
Requesting Department: Human Resources
Submitted By: Marcie Ver Beek
Agenda Item: Community Mental Health Personnel Request

Suggested Motion:

To approve the request from Community Mental Health to increase the part-time, benefited Prevention Specialist position at pay grade 8 from 0.6 FTE to 1.0 FTE at a cost of \$37,484 paid for with PA2 and grant funding.

Summary of Request:

Community Mental Health's Substance Use Disorder (SUD) services have experienced a significant increase in the number of grants impacting the Substance Use Disorder service delivery system. This request is to increase the hours for the current Prevention Specialist position to better manage these new SUD grants. With current, part-time staffing levels, these funds are going under utilized. Expanding this position will allow the SUD team to take advantage of many new opportunities and better address emerging substance use challenges.

In order to meet these opportunities, CMH requests the following:

1. Increase the part-time, benefited Prevention Specialist position from a 0.6 FTE position to a full-time, benefited 1.0 FTE position at a cost of \$37,484.

This position increase will be funded by PA2 and SUD grant funds.

Financial Information:

Total Cost: \$37,484.00	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:

PA2 and SUD grants

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

Action is Related to Strategic Plan:

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

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

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

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 03/15/2022

Finance and Administration Committee



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: MI Adult DATE REQUESTED: 12/13/2021

POSITION TITLE: Prevention Specialist ORG CODE: 64955062

DATE NEEDED 03/01/2022

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: .6 To: 1fte hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Group T

2. Pay Grade: 8

3. Does a current job description exist? Yes No

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

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

CMH SUD services has experience a significant increase in the number of grants impacting the SUD service

delivery system. The current prevention specialist position will expand to better manage these SUD grants. With current staffing

these funds are going under utilized and expanding this position will allow the SUD team to take advantage of many new opportunities.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. PA2 20% and SUD Grants 20%

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

Estimated salary cost (including for the budget year: 21,761) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 15,723 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

No additional equipment to expand the position.

Additional information:

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

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: PREVENTION SPECIALIST
DEPARTMENT: COMMUNITY MENTAL HEALTH
DATE: 2/10/2022

EMPLOYEE GROUP: GROUP T
GRADE: GRADE 8
FLSA: NON-EXEMPT

JOB SUMMARY:

Under the supervision of a Mental Health Program Coordinator, leads the county's efforts to address the opioid epidemic and other emerging drug trends. Plans, develops, and implements a strategic prevention plan that effectively addresses current drug trends including use, misuse, and addiction in Ottawa County. Chairs monthly Ottawa County Prescription Drug and Opioid Task Force meeting while providing coordination and promotion of the task force's goals and strategic priorities. Coordinates with local, regional, and state agencies to lead county prevention efforts and SUD grant initiatives.

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

1. Develops and implements strategic plan to help guide county efforts to address opioid epidemic based on initiatives identified by the Prescription Drug and Opiate Taskforce
2. Coordinates between providers and stakeholders to address substance use delivery system gaps as it applies to prevention, treatment, and education
3. Identifies and applies for grant opportunities as it relates to substance abuse prevention, treatment, and education. Coordinates grant delivery.
4. Works with the SUD team and/or provider network to implement grant objectives ensuring grant requirements are met.
5. Collects data for program evaluation and grant reporting purposes. Maintains all agency paperwork and clinical record documentation in an accurate and timely fashion.
6. Leads monthly Prescription Drug and Opiate Taskforce meetings and implements strategic priorities
7. Participates in regional prevention efforts.
8. Measures and reports outcomes to appropriate oversight bodies including, but not limited to, Community Mental Health of Ottawa County's (CMH) leadership, Lakeshore Regional Entity, and grant maker.
9. Ensures that services to consumers meet CMH standards of quality and quantity.
10. Attends and participates in agency meetings as well as program specific team meetings.
11. Performs other functions as assigned

REQUIRED KNOWLEDGE AND SKILLS:

1. Good working knowledge of community resources.
2. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
3. Ability to provide quality assessments of individuals.
4. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
5. Excellent interpersonal communication skills, including the ability to speak and present publicly to professional and lay audiences.
6. Knowledge-based competencies in person centered planning.
7. Ability to design and deliver professional-quality multimedia presentations to a variety of audiences.
8. Knowledge of data collection practices, ability to interpret results, and present findings to a broad, diverse audience.
9. Knowledge of grant writing and the grants process.
10. Computer literacy and working knowledge of word-processing, spreadsheet, database and other necessary software programs.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's degree in social work, psychology, public health, or a related mental health field is required. Two years of relevant professional experience in the substance use disorder field and/or mental health field. Experience in program development and program evaluation. Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

LICENSES AND CERTIFICATIONS:

Must possess or have the ability to obtain the Certified Prevention Specialist (CPS) through Michigan Certification Board for Addictions Professionals (MCBAP). This may include a CPS development plan.

Must have a valid Michigan driver's license and the ability to operate a county vehicle.

PHYSICAL REQUIREMENTS:

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

WORKING CONDITIONS:

Work is performed in an office/clinical environment or in the community. Travel will be required. Must have ability to lift 25 pounds.

2022 Estimated Costs per Deductions			
Employee Costs			
Prevention Specialist			
Paygrade 8, Step 3			
FTE	Wages	Benefits	TOTAL COST
0.6000	32,642.26	26,219.07	58,861.33
FTE	Wages	Benefits	TOTAL COST
1.0000	54,403.76	41,942.45	96,346.22
Total Increased Costs	21,761.51	15,723.38	37,484.89

Action Request



Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Human Resources
Submitted By:	Marcie Ver Beek
Agenda Item:	Parks and Recreation Personnel Request

Suggested Motion:

To approve the request from the Ottawa County Parks Department to add one, seasonal, non-benefited Program Lead position and one seasonal, non-benefited Project Support Specialist position at a total cost of \$46,374 paid for with funding included in the approved FY22 Parks budget.

Summary of Request:

Over the past several decades, Ottawa County Parks (OCP) has greatly expanded natural spaces throughout the County. To better realize the benefits of these spaces for all (youth, seniors, traditionally excluded groups), our staff and stakeholders believe that Parks community engagement and virtual programming initiatives are a powerful way to connect people to our parks.

In order to provide staff support to allow for efficient implementation of these programs, the Ottawa County Parks department requests the following additional positions:

1. Add one seasonal, non-benefited, 1249 hours per year Program Lead, Outdoor Education position at a cost of \$22,315.
2. Add one seasonal, non-benefited, 1249 hours per year Project Support Specialist position at a cost of \$24,058.

These positions will be paid for with funding that is already included in the approved FY22 Parks budget.

Financial Information:

Total Cost: \$46,374.00	General Fund Cost:	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

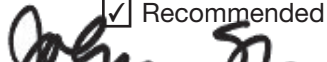
Action is Related to Strategic Plan:

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

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

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

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: 03/15/2022

Finance and Administration Committee



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Parks & Recreation DATE REQUESTED: 2/18/2022

POSITION TITLE: Program Lead, Outdoor Education ORG CODE: _____

DATE NEEDED 4/1/2022

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: ^{1249 hrs/year} _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Seasonal

2. Pay Grade: 16.50/hour

3. Does a current job description exist? Yes No

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

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

See attached.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. included in budget

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

Estimated salary cost (including for the budget year: 20,608) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 1,707 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Additional information:

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

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

PROGRAM LEAD, OUTDOOR EDUCATION

Over the past several decades, Ottawa County Parks (OCP) has greatly expanded natural spaces throughout the County. To better realize the benefits of these spaces for all (youth, seniors, traditionally excluded groups), our staff and stakeholders believe that Parks community engagement initiatives are a powerful way to connect people to our parks. To remove barriers for users to these services and diversify engagement and parks usage; the Parks for All initiative is being developed to fully utilize community engagement services to better connect people to parks.

With a Community Impact grant secured from the Grand Haven Area Community Foundation, as well as funds from the Ottawa County Parks Foundation, we have embarked on a pilot for the Parks for All program in northern Ottawa County. Four school districts (Allendale, Coopersville, Grand Haven, and Spring Lake) have formally expressed willingness to possibly be project partners. This pilot project will also help to anticipate associated expenses and challenges related to scaling up to 4,000 Ottawa Area Intermediate School District fourth grade students annually.

Planning and development are well underway with plans to meet with school administrative staff in the upcoming spring in preparation for program implementation in the fall of 2022 and the spring of 2023. Staff recommends the realignment of existing funding and authorize the creation of the new part-time non-benefited position to allow efficient implementation of the Parks for All Pilot program.

OTTAWA COUNTY

TITLE: PROGRAM LEAD, OUTDOOR EDUCATION
DEPARTMENT: PARKS & RECREATION
DATE: FEBRUARY 2022

EMPLOYEE GROUP: SEASONAL
GRADE: SEASONAL
FLSA: NON-EXEMPT

JOB SUMMARY: Under the general supervision of the Coordinator of Interpretive Services, this position assists in the supervision, coordination, development, and implementation of outdoor education programming offered to schools, and in the overall park programming includes scheduling and overseeing the daily workflow of part time outdoor education staff and volunteers for programs; coordinating program equipment and logistics with the park administrative, operations, and education personnel and any other cooperating organizations involved. Responsibility includes monitoring of budget, time, equipment, and resources for education staff, scheduling individual school classes, and communications with teachers and school personnel. This position is seasonal and part-time.

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

1. Prepare course outlines and written lesson plans to Michigan academic/curriculum standards.
2. Prepare for, develop, coordinate instruction, and oversee assigned programs.
3. Schedules and oversees the daily activities of seasonal employees, interns and volunteers as directed by the Coordinator of Interpretive Services.
4. Determines program equipment and supply needs. Oversees and monitors the procurement, distribution, care, use and maintenance of equipment and supplies. Maintains supply and equipment inventories.
5. Performs set up and clean-up of program including equipment and activity space.
6. Maintains accurate attendance records.
7. Ensures the safety of program participants, co-workers, and the general public by following county policies. If necessary, provides first aid. Reports all incident/accidents to the Supervisor immediately. Completes and submits appropriate accident/incident records and forms.
8. Monitors assigned program budgets as directed by the Coordinator of Interpretive Services.
9. Performs other duties as assigned.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's degree preferred combined with three (3) years of experience in the field of education, or equivalent combination of education and experience. Experience working with children and others in an outdoor setting (nature center, camp, school, etc.) preferred. Experience with program planning, development, and presentation preferred. Ability to communication in Spanish or other language spoken by groups residing in the county is strongly preferred. Must be 18 years of age or older.

Required Knowledge and Skills:

1. Contributes to an environment that promotes and encourages inclusion of staff and program participants
2. Provides excellent internal and external customer service. Creates a positive experience for program participants through professional and courteous behavior.
3. Communicates courteously and cooperatively with other staff and the general public on the phone or in person
4. Ability to operate office equipment and software including phone system, computer (Microsoft 365), and copy machine

5. Establishes and maintains effective working relationships with staff, program participants, and the public

PHYSICAL REQUIREMENTS:

Must be able to hike up to five miles over uneven terrain (with or without assistance) and effectively use a map. Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

WORKING CONDITIONS:

Duties are performed both indoor and outdoor. Will include field trips requiring travel by car to offsite locations. Evening and weekend hours are required.

DISCLAIMER:

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Duties, responsibilities, and activities may change, or new ones may be assigned at any time with or without notice.

2022 Estimated Costs per Deductions			
Employee Costs			
Program Lead, Outdoor Education			
Non-Benefitted			
\$16.50 / hr			
FTE	Wages	Benefits	TOTAL COST
1249 hrs	20,608.50	1,707.35	22,315.85



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Parks & Recreation DATE REQUESTED: 2/18/2022

POSITION TITLE: Program Lead, Outdoor Education ORG CODE: _____

DATE NEEDED 4/1/2022

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: ^{1249 hrs/year} _____

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

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Seasonal

2. Pay Grade: 16.50/hour

3. Does a current job description exist? Yes No

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

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

See attached.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. included in budget

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

Estimated salary cost (including for the budget year: 20,608) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 1,707 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

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

Additional information:

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

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

Project Support Specialist

Over the past several decades, Ottawa County Parks (OCP) has greatly expanded natural spaces throughout the County. When staff was unable to offer in-person programs due to COVID, they, scrambled to stay connected and still offer access to nature education through virtual programming. This required using available technology such as personal devices as well as the services of volunteers with more sophisticated recording and production equipment. With thousands of people engaging with these online programs, there was a realization that this was a considerable opportunity for exposing community members to nature education, while also reaching people who are otherwise unable to attend in-person programs.

With the transition back to in-person programming, the focus for staff has shifted away from virtual programming – especially given the time needed to coordinate with volunteers for equipment, but it was recognized that an effort should be pursued to provide permanent capability for staff to record and produce high quality virtual programs. The goal is to set-up the Nature Center as a broadcast center for pre-produced and live programming. This position would support this work.

To better realize the benefits of these spaces for all (youth, seniors, traditionally excluded groups), our staff and stakeholders believe that Parks community engagement initiatives are a powerful way to connect people to our parks. To remove barriers for users to these services and diversify engagement and parks usage; virtual programming is being developed to utilize community engagement services to better connect people to parks.

Planning and development are well underway with plans for program implementation in the fall of 2022 and the spring of 2023. Staff recommends the realignment of existing funding and the creation of the new seasonal non-benefited position to allow efficient implementation of the virtual program.

OTTAWA COUNTY

TITLE: PROJECT SUPPORT SPECIALIST
DEPARTMENT: PARKS & RECREATION
DATE: FEBRUARY 2022

EMPLOYEE GROUP: SEASONAL
GRADE: SEASONAL
FLSA: NON-EXEMPT

JOB SUMMARY: Under general supervision of the Parks Communications Specialist, provides administrative and technical project support to all staff members in the Ottawa County Parks Department. Assists the department with coordinating and implementing multimedia efforts as well as assisting with preparing other technical digital marketing, communications, or mapping data and materials.

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

1. Creates content for digital, written, and video assets.
2. Organizes, records, and edits video productions to achieve the desired objectives.
3. Operates and troubleshoots audio and video equipment.
4. Assists with developing, designing, authoring, and publishing multimedia, including videos, pamphlets, brochures, newsletters, press releases, social media posts, presentations, and other informational media explaining and promoting departmental programs, services, and initiatives.
5. Assists with developing, maintaining and updating departmental information on the Ottawa County website.
6. Integrates data from various sources and information systems into easily understood reports and data visualizations. Assists with collecting and compiling data for assigned reports and prepares data tables, graphic data presentations and other report features.
7. Prepares various correspondence, reports, contracts, and other documents for department.
8. Prepares maps and signage as needed for departmental projects.
9. Creates and edits GIS data and assists with management of Parks GIS data and databases.
10. Operates printing equipment as needed including large format plotter.
11. Proofreads correspondence and other documents for inaccuracies in spelling, punctuation, grammar, and format.
12. Assists department staff on special projects by making calls, collecting and compiling information, checking on various potential sources of information, and providing related support assistance.
13. Performs other duties as assigned.

REQUIRED KNOWLEDGE AND SKILLS:

1. Experience with audio/visual recording and production and equipment operation
2. Thorough working knowledge of word processing, spreadsheet, desktop publishing, graphics, presentation, photo editing and database management applications software.
3. Experience in graphic design. A design portfolio is strongly encouraged to be attached to the application.
4. Experience in copywriting and editing.
5. Up-to-date working knowledge of social media channels (Facebook, Twitter, LinkedIn, Instagram, and YouTube), account management, advertising, policies, trends, and best practices.
6. Working knowledge of Adobe Creative Cloud (especially InDesign, Photoshop, Illustrator, and Premiere Pro).
7. Working knowledge of ESRI products (ArcGIS, ArcGIS Online, ArcGIS Pro) preferred

8. Good English language usage skills, including spelling, grammar, punctuation, and construction in both written and verbal context along with strong proofreading skills.
9. Must possess a strong attention to detail.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED combined with post-secondary coursework in communications, public relations, journalism, marketing, or related field and at least two years of progressively responsible experience in communications, marketing, or other related field.

PHYSICAL REQUIREMENTS:

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

WORKING CONDITIONS:

Work is performed in a normal office environment.

DISCLAIMER:

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Duties, responsibilities, and activities may change, or new ones may be assigned at any time with or without notice.

2022 Estimated Costs per Deductions			
Employee Costs			
Project Support Specialist			
Seasonal			
\$17.78 / hr			
FTE	Wages	Benefits	TOTAL COST
1249 hrs	22,218.21	1,840.71	24,058.92

Action Request

Electronic Submission – Contract # 1496



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/22/2022

Vendor/3rd Party: HUDSONVILLE CITY

Requesting Department: EQUALIZATION

Submitted By: BRIAN BUSSCHER

Agenda Item: CONTRACT TO PROVIDE ASSESSING SERVICES FOR HUDSONVILLE CITY

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide Assessing Services for the City of Hudsonville.

Summary of Request:

Ottawa County has provided the City of Hudsonville with assessing services since 2019 and the current contract will expire in March of 2022. As both parties expressed a desire to continue this partnership, this contract is for providing assessing services for another 39 month term expiring in June of 2025.

Financial Information:

Total Cost: \$272,075.00

General Fund Cost: \$272,075.00

Included in Budget: Yes

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

Administration:

Recommended by County Administrator: *John Sn* 3/12/2022 10:33:28 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/15/2022

**AGREEMENT FOR PROPERTY ASSESSMENT
ADMINISTRATION SERVICES**

This Agreement is made as of March 8, 2022, by the City of Hudsonville, a Michigan municipal corporation, 3275 Central Blvd., Hudsonville, MI 49426 (the "City") and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 ("Ottawa County"), with reference to the following facts and circumstances:

- A. The City, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.*, and Chapter II of the Hudsonville Charter has the power and is required to perform real and personal property tax appraisals and assessments for all non-exempt real and personal property located within the geographic boundaries of the City for the purpose of levying state and local property taxes.
- B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.
- C. The City has requested that Ottawa County's Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- D. Ottawa County is willing to assist the City by providing the requested property assessment administration services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Ottawa County agree as follows:

1. General Agreement: Ottawa County agrees to provide a property assessment administration program for the City. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate limits of the City. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. **Scope of Service** - To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the City, and to process accurately all assessable personal property that is in the City, and use the methods prescribed by the Michigan State Tax Commission, in accordance with 2018 P.A. 660 ("Act 660") which amended the General Property Tax Act, being MCL 211.1 et seq., including adding a requirement that approximately twenty percent (20%) of the parcels in the City will be inspected and reappraised each year, so that each parcel in the City is inspected and reappraised approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the City's Board of Review, the Ottawa County Equalization Department, and the process of state equalization, as determined by the State Tax Commission.
- B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified in property appraisal techniques. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the City's size and State Equalized Value.
- C. **Equipment and Supplies** – The City will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- D. **Maps and Records** - The City shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data are maintained. The GIS system is addressed in Section 1(M) of this Agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** – The master file shall be the property of the City. Ottawa County will maintain the master file at the Ottawa County Fillmore Complex with access available to the City. Real property printed records, if any, will be located at the Hudsonville City Hall. Personal property printed records will be located in the Equalization Department office.
- G. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the

public. Employees will be assigned by the Equalization Director to maintain limited office hours (minimum of four hours per week) at the Hudsonville City Hall to conduct their duties, interact with Municipal staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The City will provide adequate office area and operational infrastructure such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards. A change of office location may occur, if needed, upon agreement of the Ottawa County Administrator and the City Manager.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the City on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** – It shall be the responsibility of Ottawa County to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The City shall pay charges from the service company for printing these notifications and statements.
- I. **Assessment Roll** - Ottawa County shall prepare the assessment roll and certify it for the City in a timely manner.
- J. **Board of Review** – Ottawa County staff will advise and assist the City's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The Ottawa County Equalization Director, or designated representative, shall represent the City in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The City shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions, shall be paid by the City provided that the Equalization Director seeks and obtains approval from the City prior to incurring such costs or expenses.

Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the City in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

- L. **Computerized Appraisals and Information Technology** – Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the City. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the City to determine proper neighborhoods for market-value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.
- M. **Geographical Information Systems** – Ottawa County shall utilize Ottawa County's geographical information system and shall also have access to the City's REGIS geographical information system in implementing this Agreement.
- N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of \$55.00 per hour incurred.

2. **Payment for Services Provided:**

- A. **General Tax Roll Maintenance Services:** Ottawa County will submit monthly invoices on the first day of each month. The monthly invoices from Ottawa County will be processed and paid by the City in accordance with standard City procedures. Except as otherwise provided, payment to Ottawa County for the services provided under this Agreement shall be as follows:

April 1, 2022 through June 30, 2022:	\$20,175
July 1, 2022 through June 30, 2023:	\$80,700

July 1, 2023 through June 30, 2024:	\$84,000
July 1, 2024 through June 30, 2025:	\$87,300
Total	\$272,075

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>	<u>Amount:</u>
Months 1 through 15 (April 2022 - June 2023)	\$6,725
Months 16 through 27 (July 2023 - June 2024)	\$7,000
Months 28 through 39 (July 2024 - June 2025)	\$7,275

3. **County Expenses:** Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses in a not-to-exceed annual amount of \$10,000. All expenses will be billed to the City in such detail and/or with sufficient supporting documentation, as may be reasonably required by the City. Reimbursable expenses may include office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. For the full-time assessor assigned to the City, budgeted certifications, memberships, professional development, mileage and other travel costs as agreed in advance of training will also be reimbursed.
4. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County to the City shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
5. **Indemnification and Hold Harmless:** Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
6. **Insurance:** The City will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the City and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide

Workers' Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the City and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City may reasonably require.

7. **Term of Agreement:** The effective date of this Agreement shall be April 1, 2022. This Agreement shall continue in effect from the effective date through June 30, 2025. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later than May 1, 2025. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being June 30 of each year. Termination of this agreement in a method or time line other must be written agreement of both parties.
8. **Miscellaneous:**
 - A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
 - B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
 - D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

City of Hudsonville:

By: Mark Northrup
Mark Northrup
Its: Mayor

By: Jill Gruppen
Jill Gruppen
Its: City Clerk

COUNTY OF OTTAWA:

By: _____
Matthew Fenske, Chairperson
Its: Board of Commissioners

By: _____
Justin F. Roebuck
Its: County Clerk/Register of Deeds

Action Request

Electronic Submission – Contract # 1497



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/22/2022

Vendor/3rd Party: GRAND HAVEN CITY

Requesting Department: EQUALIZATION

Submitted By: BRIAN BUSSCHER

Agenda Item: CONTRACT TO PROVIDE ASSESSING SERVICES FOR GRAND HAVEN CITY

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide Assessing Services for the City of Grand Haven

Summary of Request:

Ottawa County has provided the City of Grand Haven with assessing services for over a decade and the current contract will expire in June of 2022. As both parties expressed a desire to continue this partnership, this contract is to provide assessing services for another 36 month term expiring in June of 2025.

Financial Information:

Total Cost: \$528,800.00

General Fund Cost: \$528,800.00

Included in Budget: Yes

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

Administration:

Recommended by County Administrator: *John Smith* 3/12/2022 10:33:13 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/15/2022

**AGREEMENT FOR PROPERTY ASSESSMENT
ADMINISTRATION SERVICES**

This Agreement is made as of March 7, 2022, by the City of Grand Haven, a Michigan municipal corporation, 519 Washington Ave., Grand Haven, MI 49417 (the "City") and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 ("Ottawa County"), with reference to the following facts and circumstances:

- A. The City, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.*, and Chapter 9 of the Grand Haven Charter has the power and is required to perform real and personal property tax appraisals and assessments for all non-exempt real and personal property located within the geographic boundaries of the City for the purpose of levying state and local property taxes.
- B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.
- C. The City has requested that Ottawa County's Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- D. Ottawa County is willing to assist the City by providing the requested property assessment administration services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Ottawa County agree as follows:

1. General Agreement: Ottawa County agrees to provide a property assessment administration program for the City. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate limits of the City. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. **Scope of Service** - To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the City, and to process accurately all assessable personal property that is in the City, and use the methods prescribed by the Michigan State Tax Commission, in accordance with 2018 P.A. 660 ("Act 660") which amended the General Property Tax Act, being MCL 211.1 et seq., , including adding a requirement that approximately twenty percent (20%) of the parcels in the City will be inspected and reappraised each year, so that each parcel in the City is inspected and reappraised approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the City's Board of Review, the Ottawa County Equalization Department, and the process of state equalization, as determined by the State Tax Commission.
- B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified in property appraisal techniques. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the City's size and State Equalized Value.
- C. **Equipment and Supplies** – The City will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- D. **Maps and Records** - The City shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(M) of this Agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** – The master file shall be the property of the City. Ottawa County will maintain the master file at the Ottawa County Fillmore Complex with access available to the City. Real property printed records, if any, will be located at the Grand Haven City Hall. Personal property printed records will be located in the Equalization Department office.
- G. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the

public. Employees will be assigned by the Equalization Director to maintain limited office hours (minimum of four hours per week) at the Grand Haven City Hall to conduct their duties, interact with Municipal staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The City will provide adequate office area and operational infrastructure such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards. A change of office location may occur, if needed, upon agreement of the Ottawa County Administrator and the City Manager.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the City on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** – It shall be the responsibility of Ottawa County to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The City shall pay charges from the service company for printing these notifications and statements.
- I. **Assessment Roll** - Ottawa County shall prepare the assessment roll and certify it for the City in a timely manner.
- J. **Board of Review** – Ottawa County staff will advise and assist the City's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The Ottawa County Equalization Director, or designated representative, shall represent the City in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The City shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions, shall be paid by the City provided that the Equalization Director seeks and obtains approval from the City prior to incurring such costs or expenses.

Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the City in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

- L. **Computerized Appraisals and Information Technology** – Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the City. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the City to determine proper neighborhoods for market-value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.

- M. **Geographical Information Systems** – Ottawa County and the City shall utilize Ottawa County's geographical information system in implementing this Agreement. An independent agreement may govern this function.

- N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of \$55.00 per hour incurred.

2. **Payment for Services Provided:**

- A. **General Tax Roll Maintenance Services:** Ottawa County will submit monthly invoices on the first day of each month. The monthly invoices from Ottawa County will be processed and paid by the City in accordance with standard City procedures. Except as otherwise provided, payment to Ottawa County for the services provided under this Agreement shall be as follows:

July 1, 2022 through June 30, 2023:	\$169,400
July 1, 2023 through June 30, 2024:	\$176,200
July 1, 2024 through June 30, 2025:	\$183,200
<u>Total</u>	<u>\$528,800</u>

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>		<u>Amount:</u>
Months 1 through 12	(July 2022-June 2023)	\$14,116.67
Months 13 through 24	(July 2023-May 2024)	\$14,683.33
Months 25 through 36	(July 2024-May 2025)	\$15,266.67

- County Expenses:** Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses in a not-to-exceed annual amount of \$10,000. All expenses will be billed to the City in such detail and/or with sufficient supporting documentation, as may be reasonably required by the City. Reimbursable expenses may include office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. For the full-time assessor assigned to the City, budgeted certifications, memberships, professional development, mileage and other travel costs as agreed in advance of training will also be reimbursed.
- Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County to the City shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
- Indemnification and Hold Harmless:** Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
- Insurance:** The City will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the City and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide Workers' Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the City and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City may reasonably require.

7. **Term of Agreement:** The effective date of this Agreement shall be July 1, 2022. This Agreement shall continue in effect from the effective date through June 30, 2025. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later than May 1, 2025. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being June 30 of each year. Termination of this agreement in a method or time line other must be written agreement of both parties.

8. **Miscellaneous:**

A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as

the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

Grand Haven City:

By: Catherine M. McNally
Catherine M. McNally
Its: Mayor

By: Kelly Beattie
Kelly Beattie
Its: City Clerk

COUNTY OF OTTAWA:

By: _____
Matthew Fenske, Chairperson
Its: Board of Commissioners

By: _____
Justin F. Roebuck
Its: County Clerk/Register of Deeds

Action Request

Electronic Submission – Contract # 1498



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/22/2022

Vendor/3rd Party: CROCKERY TOWNSHIP

Requesting Department: EQUALIZATION

Submitted By: BRIAN BUSSCHER

Agenda Item: CONTRACT TO PROVIDE ASSESSING SERVICES FOR CROCKERY TOWNSHIP

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide Assessing Services for Crockery Township

Summary of Request:

Ottawa County has provided Crockery Township with assessing services since 2014 and the current contract will expire in June of 2022. As both parties expressed a desire to continue this partnership, this contract is for providing assessing services for another 36 month term expiring the June of 2025.

Financial Information:

Total Cost: \$204,700.00

General Fund Cost: \$204,700.00

Included in Budget: Yes

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

Administration:

Recommended by County Administrator: *John Smith* 3/12/2022 10:33:35 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/15/2022

**AGREEMENT FOR PROPERTY ASSESSMENT
ADMINISTRATION SERVICES**

This Agreement is made as of March 8, 2022, by Crockery Township, a Michigan municipal corporation, 17431 112th Avenue, P.O. Box 186, Nunica, MI 49448 (“Township”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”):

- A. The Township, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.* has the power and is required to perform real and personal property tax appraisals and assessments for all non-exempt real and personal property located within the geographic boundaries of the Township for the purpose of levying state and local property taxes.
- B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.
- C. The Township has requested that Ottawa County’s Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- D. Ottawa County is willing to assist the Township by providing the requested property assessment administration services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Township and Ottawa County agree as follows:

- 1. General Agreement: Ottawa County agrees to provide a property assessment administration program for the Township. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate limits of the Township. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. **Scope of Service** - To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the Township, and to process accurately all assessable personal property that is in the Township, and use the methods prescribed by the Michigan State Tax Commission, in accordance with 2018 P.A. 660 ("Act 660"), which amended the General Property Tax Act, being MCL 211.1 et seq., including adding a requirement that approximately twenty percent (20%) of the parcels in the Township will be inspected and reviewed each year, so that each parcel in the Township is inspected and reviewed approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the Township's Board of Review, the Ottawa County Equalization Department, and the process of state equalization, as determined by the State Tax Commission.
- B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance, and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the County Equalization Director, a Michigan Master Assessing Officer. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the Township's size and State Equalized Value.
- C. **Equipment and Supplies** – The Township will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- D. **Maps and Records** - The Township shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(M) of this Agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The master file shall be the property of the Township. Ottawa County will maintain the master file at the Ottawa County Fillmore complex with access available to the Township. Real property printed records, if any, will be located at the Crockery Township Hall. Personal property printed records will be located in the Equalization Department offices.

G. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Equalization Director to maintain limited office hours at the Township offices to conduct their duties, interact with Township staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The Township will provide adequate office area and operational infrastructure for such County employees, including but not limited to telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the Township on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

H. **Property Owner Notification and Official Statements** - It shall be the responsibility of Ottawa County to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Township shall pay charges from the services company for printing these notifications and statements.

I. **Assessment Roll** - Ottawa County shall prepare the assessment roll and certify it for the Township in a timely manner.

J. **Board of Review** – Ottawa County staff will advise and assist the Township's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.

K. **Appeals** - The Ottawa County Equalization Director, or designated representative, shall represent the Township in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The Township shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other

functions, shall be paid by the Township provided that the Equalization Director seeks and obtains approval from the Township prior to incurring such costs or expenses. Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the Township in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

- L. **Computerized Appraisals and Information Technology** – Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the Township. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the Township to determine proper neighborhoods for market-value determinations. The County will ensure that the assessment records reflect the property’s true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.

- M. **Geographical Information Systems** – Ottawa County and the Township shall utilize Ottawa County’s geographical information system in implementing this Agreement. An independent agreement may govern this function.

- N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of \$55.00 per hour incurred.

2. **Payment for Services Provided:**

- A. **General Roll Maintenance Services** : Ottawa County will submit monthly invoices on the first day of each month. The monthly invoices from Ottawa County will be processed and paid by the Township in accordance with standard Township procedures. Except as otherwise provided, payment to Ottawa County for the services provided under this Agreement shall be as follows:

July 1, 2022 through June 30, 2023:	\$65,600
July 1, 2023 through June 30, 2024:	\$68,200

July 1, 2024 through June 30, 2025:	\$70,900
Total	\$204,700

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>	<u>Amount:</u>
Months 1 through 11 (July 2022 - May 2023)	\$5,467
Months 12 (June 2023)	\$5,463
Months 13 through 23 (July 2023 - May 2024)	\$5,683
Months 24 (June 2024)	\$5,687
Months 25 through 35 (July 2024 - May 2025)	\$5,908
Months 36 (June 2025)	\$5,912

3. **County Expenses:** Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses in a not-to-exceed annual amount of \$10,000. All expenses will be billed to the Township in such detail and/or with sufficient supporting documentation, as may be reasonably required by the Township. Reimbursable expenses may include office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. For the full-time assessor assigned to the Township, budgeted certifications, memberships, professional development, mileage and other travel costs as agreed in advance of training will also be reimbursed.
4. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County to the Township shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
5. **Indemnification and Hold Harmless:** Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
6. **Insurance:** The Township will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Township and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan, Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa


County will provide Workers' Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the Township and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the Township may reasonably require.

7. **Term of Agreement**: The effective date of this Agreement shall be July 1, 2022. This Agreement shall continue in effect from the effective date through June 30, 2025. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later than May 1, 2025. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being June 30 of each year. Termination of this agreement in a method or timeline other than written agreement of both parties.
8. **Miscellaneous**:
 - A. **Section Headings**. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
 - B. **Severability**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - C. **Entire Agreement and Amendment**. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
 - D. **Successors and Assigns**. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

CROCKERY TOWNSHIP:

By: 
Erik Erhorn
Its: Supervisor

By: 
Kathy Buchanan
Its: Township Clerk

COUNTY OF OTTAWA:

By: _____
Matthew Fenske, Chairperson
Its: Board of Commissioners

By: _____
Justin F. Roebuck
Its: County Clerk/Register of Deeds

Action Request

Electronic Submission – Contract # 1477



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Vendor/3rd Party: WHITE BOX TECHNOLOGIES

Requesting Department: CIRCUIT COURT

Submitted By: SUSAN FRANKLIN

Agenda Item: DATA CONVERSION FROM LEGACY CASE MANAGEMENT SYSTEM

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the proposed agreement with White Box Technologies for data conversion from the Circuit and District Court's legacy case management system to a new case management system at a total cost of \$263,790.

Summary of Request:

The Circuit and District Courts will be moving from their current, obsolete case management system (known as the AS400) to the case management system promulgated by the State Court Administrative Office, Justice Information Services (JIS). The switch to JIS is planned for this year. An important part of the project will be to convert data from the AS400 into a format usable by JIS. JIS recommended White Box Technologies as a company able to do this work effectively. As the two courts may be moving over to JIS at different times, due to some statutory requirements, two agreements with White Box are attached for review.

Financial Information:

Total Cost: \$263,790.00

General Fund Cost: \$263,790.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator:  3/9/2022 10:47:35 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/15/2022

**OTTAWA COUNTY CIRCUIT COURT
WORK ORDER-DATA CONVERSION**



PROJECT NAME: OTTAWA COUNTY- DATA CONVERSION-TCS **DATE: 2/8/2022**

This Work Order (“Work Order” or “WO”) is effective February 8, 2022 between White Box Technologies Inc., a Utah corporation with its principal place of business at 1600 W 2200 S, Salt Lake City, UT 84119 (“White Box”), and Ottawa County with its principal place of business at 414 Washington Avenue, Grand Haven, MI 49417 (Ottawa), and is subject to the scope and terms outlined below including the Master Services Agreement dated 8/31/21 between White Box Technologies and The Michigan State Court Administrative Office (SCAO). This WO sets forth the roles and responsibilities, assumptions, constraints and is intended to provide framework for the data conversion project processes, to ensure mutual understanding, clear expectations, and successful results.

PRIMARY POINTS OF CONTACT:

White Box:	Derek Smith;	801.386.5013 x5016,	derek.smith@whiteboxt.com
Ottawa:	<u>Susan Franklin,</u>	<u>616 738-4123</u> ,	<u>sfranklin@miottawa.org</u>

PROJECT PRICE: \$148,920.00

PERIOD OF PERFORMANCE: 10/15/22-9/30/23

PROJECT SUMMARY: Full conversion of legacy data for use in the Michigan SCAO TCS System; according to the availability and completeness of the source data and target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible within the parameters as outlined below

Roles and responsibilities:

Ottawa

- Legacy System Subject Matter Expert and IT Support
 - Work with White Box to retrieve data and layout information from legacy system in a usable format
 - Inform White Box of issues impacting conversion, promptly answer technical and/or business operation questions
 - Review, provide feedback and approve Table Mapping, Field and Code Documents
 - With WB assistance (if needed) thoroughly review mock conversions per schedule
 - Validate source codes to target codes
 - White Box will provide an online code mapper utility for Ottawa ’s use to provide, generate and validate code maps for use in the conversion

White Box

- Project Manager
 - Manage project scope, schedule, and performance, coordinate conversion activities with Ottawa
- Data Analyst
 - Work with Ottawa to develop the conversion rules and resolve issues identified during mock(s) and final conversion
 - Schedule dedicated screen share meetings to assist Ottawa with code mapping and reviewing of mock data
- Engineer
 - Retrieve and prepare source data and setup other applicable systems
 - Build, test, run conversion and deliver converted data to Ottawa

**OTTAWA COUNTY CIRCUIT COURT
WORK ORDER-DATA CONVERSION**



Assumptions and Constraints:

- This project includes four mock conversions and a final conversion for one go live delivery, consisting of the source data provided to White Box Technologies. Data must be in either a CSV, flat files with table header layouts or a mutually agreed on useable data format or in a portable (e.g. SQL) format and must match the same format for each data pull received by WB.
- Ottawa will provide the code tables populated with Ottawa data in a timely manner to support the data mapping and conversion
- Images and/or file attachments are included with this conversion.
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Ottawa, can result in a day-for-day delay in subsequent milestones that White Box is responsible for
- Following a White Box deliverable, and based upon the TBD schedule, Ottawa will have a set number of business days to review and report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced. Issues reported after that period of time will be resolved on a case-by-case basis and may or may not be subject to additional charges and / or a change request. Requested changes or issues found after the go live that were the result of not properly reviewing the converted data during the mock iterations are subject to a change request.
- White Box will not be responsible for de-duplication of legacy data with in-service data, although the White Box Standard Name merge utility can be applied to the conversion, if any name merging is to be completed, White box will need the decision in writing signed by Ottawa. 100% success rate of duplicate records is not guaranteed
- Any addresses that are part of the data conversion cannot be geo verified for Ottawa use
- Code, configuration and maintenance tables will not be populated in the target system by White Box. White Box will not be responsible for deleting any existing data in the configuration database.
- Work performed under this WO is under warranty by White Box for thirty (30) days following delivery of the final conversion. For any issues that are the direct result of a White Box error and found within the 30-day warranty period, WB will fix those errors. Errors or omissions in Ottawa’s converted data that result from application, database, source data changes, non-thorough review of converted data, or requested changes to the conversion logic made by Ottawa following acceptance of the Table Mapping document, mock conversions, the final go live and found after the 30-day warranty period are not included in this WO and will be subject to a change request.

Estimated Key project milestones

Estimated Date	Milestone	Responsibility
TBD	Deliver Source data and code tables to White Box.	Ottawa
TBD	Deliver Table Mapping Document	White Box
TBD	Review of Table Mapping Document	Ottawa
TBD	Deliver Code Mapping Utility	White Box
TBD	Validate Source Codes to Target Codes	Ottawa
TBD	Deliver first mock converted data	White Box
TBD	Review mock conversion	Ottawa
TBD	Deliver second mock converted data	White Box
TBD	Review Mock Conversion	Ottawa
TBD	Deliver third mock converted data	White Box
TBD	Review Mock Conversion	Ottawa
TBD	Deliver fourth mock converted data	White Box
TBD	Review Mock Conversion	Ottawa
TBD	Deliver source data for go live	Ottawa
TBD	Deliver final converted data and data report(s)	White Box
TBD	Cut off for reporting post conversion issues	Ottawa

**OTTAWA COUNTY CIRCUIT COURT
WORK ORDER-DATA CONVERSION**



Source System:

- Source system: Home Grown-AS400 (JUDATA)
- Number of Source Data Tables needing Analysis and Conversion: Based on initial analysis and discussions it is assumed that up to 80 source tables will be utilized.
- Source data delivered to White Box Technologies: October 2021. Because of the many unknowns with the source data, it is assumed that only those data tables that contain over 1000 records per table will be converted and have a defined target module to reside. If any additional source data needs to be converted or is beyond the specified source data table count (80) listed above, or less than the 1000 records per data table, additional charges will apply, and a change order will be issued. (Lookup tables, code tables, and tables that primarily exist for database normalization purposes do not count against this limit.)
- Target Modules in scope: SCAO TCS
- Modules out of scope: Any not listed above.

In Scope Service:

The following table outlines the services that are considered within the scope of this WO.

Baseline Services	
Service	Definition
Data Conversion	Changing digital data from one format to another so it can be used in another software application. The scope of this WO includes four mock conversions and a final conversion.
Data Standardization	Converting accepted (not misspellings) data values that represent the same information into a single unified, recognized, and accepted structure as required by the target system.
Data Defaulting	Based on predefined business rules, assigning a specific value to a field in the target database that is different than the corresponding value in the source database.
Documentation	All issues reported, fixes applied to issues, known issues that cannot be fixed, conversion rules, delivery dates, mapping and logic as well as source tables being converted, and target modules populated is tracked and documented on White Box’s on-line project management tool.
Standard Name Merge	If required, White Box can perform a Standard Name Merge consisting of merging the data based on the following criteria: DOB; with <u>One</u> of the following unique identifiers, SSN, DL Number/DL State, FBI #, or State ID #.
Financial Conversion	Any data that has financial components (fees, obligations, payments, interest etc). that needs to be calculated, converted and populated into the target application. This project includes Totals Only which involves determining how the current balance for a case is calculated and adding the balance as a single obligation on a case.

**OTTAWA COUNTY CIRCUIT COURT
WORK ORDER-DATA CONVERSION**



Out of Scope:

The following table outlines the services that are considered outside the scope of this Work Order. Ottawa is requested to submit a Change Request in order to include any of these optional services within the scope of this Work Order. Note that additional services may result in added cost and/or schedule delay.

Optional Services	
Service	Definition
Additional Mock Conversions/Go Lives	Re-run of the conversion process above and beyond those agreed to be within scope as listed above.
Address Validation	Validates and standardizes address against USPS database
Custom Reports	Reports to indicate data that meets a certain criterion provided by Ottawa
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use
Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data
Enhanced Name Merge	Any name merge applied that is outside of the Standard Name Merge criteria.
Image Conversion	Converting digital images that were used in one application, for use in another software application. May also require changing the format of the images so that they function in the new application
Convert to multiple databases	Option to convert data to more than one target database.
Preliminary Run of Converted Data	Option to analyze and run the Names section only before full conversion run to validate cleanliness and number of potential duplicates.
Full Financial Conversion	Full Financial Conversion- converting most/all possible financial information, generally resulting in functional, usable financial data for each case as though the financial information had been entered into the system by a user over time instead of through conversion.

Payment Terms:

Invoicing for this project will be billed at the following project milestones; net 30.

Milestone
Project Initiation: 20% of Total Work Order
Delivery of Table Mapping Document: 10% of Total Work Order
Delivery of 1 st Mock Converted Data: 15% of Total Work Order
Delivery of 2 nd Mock Converted Data: 15% of Total Work Order
Delivery of 3 rd Mock Converted data: 15% of Total Work Order
Delivery of 4 th Mock Converted data: 15% of Total Work Order
Delivery of Final Converted Data: 10% of Total Work Order

**OTTAWA COUNTY CIRCUIT COURT
WORK ORDER-DATA CONVERSION**



Accepted:
Ottawa County:

Date: _____

Accepted:
White Box Technologies Inc



(Authorized Signature)

Name: Derek Smith
Title: President
Date: February 10, 2022

**OTTAWA COUNTY DISTRICT COURT
WORK ORDER-DATA CONVERSION**



PROJECT NAME: OTTAWA COUNTY- DATA CONVERSION-DCS **DATE: 2/8/2022**

This Work Order (“Work Order” or “WO”) is effective February 8, 2022 between White Box Technologies Inc., a Utah corporation with its principal place of business at 1600 W 2200 S, Salt Lake City, UT 84119 (“White Box”), and Ottawa County with its principal place of business at 414 Washington Avenue, Grand Haven, MI 49417 (Ottawa), and is subject to the scope and terms outlined below including the Master Services Agreement dated 8/31/21 between White Box Technologies and The Michigan State Court Administrative Office (SCAO). This WO sets forth the roles and responsibilities, assumptions, constraints and is intended to provide framework for the data conversion project processes, to ensure mutual understanding, clear expectations, and successful results.

PRIMARY POINTS OF CONTACT:

White Box:	Derek Smith;	801.386.5013 x5016,	derek.smith@whiteboxt.com
Ottawa:	<u>Lori Catalino</u> ,	<u>616 355-4347</u> ,	<u>lcatalino@miottawa.org</u>

PROJECT PRICE: \$114,870.00

PERIOD OF PERFORMANCE: 2/15/22-1/30/23

PROJECT SUMMARY: Full conversion of legacy data for use in the Michigan SCAO DCS System; according to the availability and completeness of the source data and target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible within the parameters as outlined below

Roles and responsibilities:

Ottawa

- Legacy System Subject Matter Expert and IT Support
 - Work with White Box to retrieve data and layout information from legacy system in a usable format
 - Inform White Box of issues impacting conversion, promptly answer technical and/or business operation questions
 - Review, provide feedback and approve Table Mapping, Field and Code Documents
 - With WB assistance (if needed) thoroughly review mock conversions per schedule
 - Validate source codes to target codes
 - White Box will provide an online code mapper utility for Ottawa’s use to provide, generate and validate code maps for use in the conversion

White Box

- Project Manager
 - Manage project scope, schedule, and performance, coordinate conversion activities with Ottawa
- Data Analyst
 - Work with Ottawa to develop the conversion rules and resolve issues identified during mock(s) and final conversion
 - Schedule dedicated screen share meetings to assist Ottawa with code mapping and reviewing of mock data
- Engineer
 - Retrieve and prepare source data and setup other applicable systems
 - Build, test, run conversion and deliver converted data to Ottawa

**OTTAWA COUNTY DISTRICT COURT
WORK ORDER-DATA CONVERSION**



Assumptions and Constraints:

- This project includes four mock conversions and a final conversion for one go live delivery, consisting of the source data provided to White Box Technologies. Data must be in either a CSV, flat files with table header layouts or a mutually agreed on useable data format or in a portable (e.g. SQL) format and must match the same format for each data pull received by WB.
- Ottawa will provide the code tables populated with Ottawa data in a timely manner to support the data mapping and conversion
- Images and/or file attachments are included with this conversion.
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Ottawa, can result in a day-for-day delay in subsequent milestones that White Box is responsible for
- Following a White Box deliverable, and based upon the TBD schedule, Ottawa will have a set number of business days to review and report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced. Issues reported after that period of time will be resolved on a case-by-case basis and may or may not be subject to additional charges and / or a change request. Requested changes or issues found after the go live that were the result of not properly reviewing the converted data during the mock iterations are subject to a change request.
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- Code, configuration, and maintenance tables will not be populated in the target system by White Box. White Box will not be responsible for deleting any existing data in the configuration database.
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TBD	Deliver final converted data and data report(s)	White Box
TBD	Cut off for reporting post conversion issues	Ottawa

**OTTAWA COUNTY DISTRICT COURT
WORK ORDER-DATA CONVERSION**



Source System:

- Source system: Home Grown-AS400 (JUDATA)
- Number of Source Data Tables needing Analysis and Conversion: Based on initial analysis and discussions it is assumed that up to 56 source tables will be utilized.
- Source data delivered to White Box Technologies: October 2021. Because of the many unknowns with the source data, it is assumed that only those data tables that contain over 1000 records per table will be converted and have a defined target module to reside. If any additional source data needs to be converted or is beyond the specified source data table count (56) listed above, or less than the 1000 records per data table, additional charges will apply, and a change order will be issued. (Lookup tables, code tables, and tables that primarily exist for database normalization purposes do not count against this limit.)
- Target Modules in scope: SCAO DCS
- Modules out of scope: Any not listed above.

In Scope Service:

The following table outlines the services that are considered within the scope of this WO.

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Financial Conversion	Any data that has financial components (fees, obligations, payments, interest etc). that needs to be calculated, converted and populated into the target application. This project includes Totals Only which involves determining how the current balance for a case is calculated and adding the balance as a single obligation on a case.

**OTTAWA COUNTY DISTRICT COURT
WORK ORDER-DATA CONVERSION**



Out of Scope:

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Payment Terms:

Invoicing for this project will be billed at the following project milestones; net 30.

Milestone
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Delivery of 3 rd Mock Converted data: 15% of Total Work Order
Delivery of 4 th Mock Converted data: 15% of Total Work Order
Delivery of Final Converted Data: 10% of Total Work Order

**OTTAWA COUNTY DISTRICT COURT
WORK ORDER-DATA CONVERSION**



Accepted:
Ottawa County:

Date: _____

Accepted:
White Box Technologies Inc



(Authorized Signature)

Name: Derek Smith
Title: President
Date: February 8, 2022

Action Request

Electronic Submission – Resolution #: 1494



Committee: BOARD OF COMMISSIONERS

Meeting Date: 3/24/2022

Requesting Department: FISCAL SERVICES

Submitted By: KAREN KARASINSKI

Agenda Item: APPROVAL FOR FY21 FILING OF QUALIFYING STATEMENT

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the resolution to authorize certification of a Qualifying Statement for bonding purposes.

Summary of Request:

Pursuant to the requirements of the Uniform Budgeting and Accounting Act, the Chief Administrative Officer of the County must certify and file a "qualifying statement" with the Michigan Department of Treasury. This qualifies the County to issue securities.

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

N/A


Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal:

Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Administration:

Recommended by County Administrator:  3/9/2022 10:47:37 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION 3/15/2022

COUNTY OF OTTAWA

STATE OF MICHIGAN

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2022 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the Ottawa County Board of Commissioners is required, by the Revised Municipal Finance Act, Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq., to authorize the County Administrator, as Chief Administrative Officer of Ottawa County pursuant to the requirements of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as amended, MCL 141.421 et seq., to certify and file a “qualifying statement” with the Michigan Department of Treasury, as provided for in Section 303 of Act 34, MCL 141.2303, so that Ottawa County will be qualified to issue securities;

NOW THEREFORE BE IT RESOLVED, that John Shay, Interim County Administrator of Ottawa County, Michigan, as Chief Administrative Officer of Ottawa County under the provisions of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as

amended, MCL 141.421 et seq., is hereby authorized to certify and file a “qualifying statement” with the Michigan Department of Treasury so that Ottawa County may issue securities under the laws of the State of Michigan and Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq.; and,

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

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk/Register

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Administrator's Office

Submitted By: John Shay

Agenda Item: Family Justice Center Budget Amendment

Suggested Motion:

To approve a budget of \$32 million to cover all costs associated with the Family Justice Center project.

Summary of Request:

The Board of Commissioners previously approved a \$30 million budget to cover all costs associated with the proposed Family Justice Center project to construct a new courthouse to house the Juvenile Court and Friend of the Court staff. After numerous planning meetings, it has become apparent that a new building that meets the County's needs cannot be designed and constructed within the \$30 million budget. The significant increase in construction costs (labor and materials) has had a major effect on the cost per square footage price on this project. The most recent cost model from Granger Construction shows the total project costs (design, construction and soft costs) at about \$31.7 million. We are seeking the Board's approval to increase the total budget to \$32 million to reflect the current construction environment and to provide some leeway in the event that costs continue to increase.

The County's policy allows the fund balance of the General Fund in excess of 25% to be allocated for other uses. As of 9/30/2021, the fund balance in the General Fund in excess of the 25% cap totals \$2.9 million. The additional \$2 million for this project would be paid from this \$2.9 million balance, so the County would not borrow more than \$30 million. In May, the County will be requesting the Insurance Authority to make a \$1.5 million contribution towards the portion of this project that reduces the County's risk and liability exposure. If the Insurance Authority agrees to this contribution, then the additional General Fund contribution would decrease from \$2 million to \$500,000.

Financial Information:

Total Cost: \$32,000,000.00	General Fund Cost: \$2,000,000.00	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:

Fund balance

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 Shay*

Committee/Governing/Advisory Board Approval Date: 03/15/2022

Finance and Administration Committee

February 24, 2022

Ottawa County Family Justice Center

Validation Estimate Update



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COST MODEL



Ottawa County Family Justice Center

	Target Cost/Estimate					Committed/Purchased					5-10=11	Project Completion Projections			
	1	2	1+2=3	4	3+4=5	6	7	6+7=8	9	8+9=10		12	13	12+13=14	10-14=15
	Target Cost	Approved Changes	Adjusted Approved Target Costs	Pending Changes	Projected Adjusted Target Cost	Original Contract	Approved Changes	Current Contract	Pending Changes	Projected Contract		Projected Variance (Target Cost/Contract)	Net Paid to Subcontractor	Projected Cost to Completion	Projected Final Contract Cost
Project Soft Costs															
Design Fees															
DLZ - Design & Construction Administration	1,621,121		1,621,121		1,621,121										
CM Staffing															
Granger - Precon	148,662		148,662		148,662										
Granger - Construction	714,276		714,276		714,276										
CM GC's/Insurance/Overhead															
General Requirements	614,995		614,995		614,995										
Insurance (.391%)	99,921		99,921		99,921										
CM Bond (.57%)	147,299		147,299		147,299										
CM Overhead (3.4%)	747,244		747,244		747,244										
Contingencies															
Construction Contingency (5%)	1,024,991		1,024,991		1,024,991										
Escalation (5%)	593,485		593,485		593,485										
Risk/Reward Profit Pool															
DLZ	94,419		94,419		94,419										
Granger	614,767		614,767		614,767										
Steel Supply & Engineering	185,888		185,888		185,888										
Allied Mechanical Services	516,878		516,878		516,878										
Buist Electric	243,448		243,448		243,448										
Accurate Controls	49,761		49,761		49,761										
Total Risk Reward Pool	1,705,161		1,705,161		1,705,161										
Total Soft Costs	7,417,154		7,417,154		7,417,154	0	0	0	0	0	0	0	0	0	0
Subcontracts															
03-01 Concrete	1,953,238		1,953,238		1,953,238										
04-01 Masonry	932,109		932,109		932,109										
05-01 Structural & Misc. Metals (SS&E)	1,858,882		1,858,882		1,858,882										
06-01 General Trades	1,704,580		1,704,580		1,704,580										
07-01 Roofing	534,806		534,806		534,806										
07-02 Metal Wall Panels	254,562		254,562		254,562										
08-01 Aluminum Openings	1,422,755		1,422,755		1,422,755										
09-01 Drywall, Studs, & Acoustical	2,015,616		2,015,616		2,015,616										
09-02 Flooring	541,995		541,995		541,995										
09-03 Painting	216,647		216,647		216,647										
14-01 Elevators	425,000		425,000		425,000										
21-01 Fire Suppression	266,237		266,237		266,237										
23-01 Plumbing & Mechanical (Allied Mechanical S	3,691,985		3,691,985		3,691,985										
26-01 Electrical (Buist Electric)	2,434,480		2,434,480		2,434,480										
28-01 Security Electronics (Accurate Controls)	345,562		345,562		345,562										
28-03 Video Surveillance (Knight Watch)	299,214		299,214		299,214										
31-01 Sitework & Utilities	1,096,227		1,096,227		1,096,227										
32-01 Asphalt Paving	234,760		234,760		234,760										
32-02 Landscaping	271,163		271,163		271,163										
Total Subcontracts	20,499,818	0	20,499,818	0	20,499,818	0	0	0	0	0	0	0	0	0	0
Totals	27,916,973	0	27,916,973	0	27,916,973	0	0	0	0	0	0	0	0	0	0

Owner Soft Costs	
Ottawa County Risk Threshold (1.5%)	\$ 418,755
Mat. Testing, Private Utility Locates, GPR	\$ 65,000
Owner Contingency (3%)	\$ 837,509
Owners Soft Costs	\$ 1,831,510
Metal Detectors and Scanners	\$ 120,000
Court Room Technology (BIS)	\$ 540,997

Total Owner Soft Costs \$ 3,813,771

Total Project Budget \$ 31,730,744

Total Allowable Budget \$ 30,000,000

Budget Overage/Under \$ 1,730,744

ESTIMATE SUMMARY
& DETAIL



Ottawa County Family Justice Center

ESTIMATE SUMMARY



ADVANCE THE ART OF BUILDING

PROJECT : Ottawa County Family Justice Center
 BUILDING : SD Bid Scope Estimate
 DETAILS : SD Bid Scope Estimate

DATE : 02/24/2022
 GSF : 56,862



CODE	DESCRIPTION	TOTAL	COST/GSF	% TOTAL
03-01 Conc	Concrete	\$1,953,238	\$34.35	9.53 %
04-01 Mas	Masonry	\$932,109	\$16.39	4.55 %
05-01 Steel	Structural & Misc. Metals	\$1,858,882	\$32.69	9.07 %
06-01 GT's	General Trades	\$1,704,580	\$29.98	8.32 %
07-01 Roof	Roofing	\$534,806	\$9.41	2.61 %
07-02 MWP	Metal Wall Panels	\$254,562	\$4.48	1.24 %
08-01 Glass	Aluminum Openings	\$1,422,755	\$25.02	6.94 %
09-01 Gyp	Drywal, Studs & Acoustical	\$2,015,616	\$35.45	9.83 %
09-02 Floor	Flooring	\$541,995	\$9.53	2.64 %
09-03 Paint	Painting	\$216,647	\$3.81	1.06 %
14-01 Elev	Elevators	\$425,000	\$7.47	2.07 %
21-01 FP	Fire Suppression	\$266,237	\$4.68	1.30 %
23-01 P&M	Plumbing & Mechanical	\$3,691,985	\$64.93	18.01 %
26-01 Elec	Electrical	\$2,434,480	\$42.81	11.88 %
28-01 Sec	Security Electronics	\$345,562	\$6.08	1.69 %
28-03 V/S	Video Surveillance	\$299,214	\$5.26	1.46 %
31-01 Earth	Sitework & Utilities	\$1,096,227	\$19.28	5.35 %
32-01 Asph	Asphalt Paving	\$234,760	\$4.13	1.15 %
32-02 Lnd	Landscaping	\$271,163	\$4.77	1.32 %

SUBTOTAL : **\$20,499,817** **\$360.52** **100.00 %**



ESTIMATE TOTAL : **\$20,499,817** **\$360.52** **100.00 %**

ESTIMATE DETAIL

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
03-01 Conc	Concrete						\$1,953,238
CONCRETE FOOTINGS (4.5)						\$271,797	
	Footing Forms	6,142.00	SF	\$12.42	\$76,253		
	Footing Concrete	479.00	CY	\$245.72	\$117,700		
	Footing Reinforcing Steel	29.94	TON	\$2,600.00	\$77,844		
CONCRETE PIERS / PILASTERS (4.6)						\$45,904	
	Pier/Pilaster Forms	2,494.00	SF	\$13.81	\$34,448		
	Pier/Pilaster Concrete	37.00	CY	\$192.40	\$7,119		
	Pier/Pilaster Reinforcing Steel	1.39	TON	\$3,120.00	\$4,337		
CONCRETE FOUNDATION WALLS (4.8)						\$393,753	
	Wall Forms	16,070.00	SF	\$13.88	\$223,011		
	Wall Concrete	327.00	CY	\$237.40	\$77,630		
	Wall Reinforcing Steel	28.61	TON	\$3,120.00	\$89,263		
	Rub Finish	8,035.00	SF	\$3.79	\$30,449		
	Waterstop	814.00	/LF	\$8.60	\$7,000		
	CCL#20 -Reduce bulding height 2' per floor	-28.67	/CY	\$1,172.00	(\$33,600)		
SLAB ON GRADE (4.12)						\$132,171	
	SOG - Edgeforms/Bulkhead	122.00	SF	\$12.48	\$1,523		
	SOG Concrete	293.00	CY	\$223.43	\$65,464		
	SOG WWR	25,947.00	/SF	\$0.66	\$17,203		
	Trowel Finish - SOG	25,947.00	/SF	\$1.24	\$32,045		
	Vapor Barrier	25,947.00	/SF	\$0.61	\$15,938		
FLATWORK - THICKENED PARTS (4.13)						\$1,870	
	Thickened Parts Concrete	11.00	CY	\$170.04	\$1,870		
FLATWORK - EQUIPMENT PADS / CURBS (4.14)						\$25,000	
	Equipment Pad Allowance	1.00	/LS	\$25,000.00	\$25,000		
SLAB ON METAL DECK (4.16)						\$180,922	
	SOD - Edgeforms/ Bulkhead	570.00	SF	\$12.48	\$7,114		
	SOD Concrete	514.00	CY	\$215.04	\$110,531		
	SOD WWR	33,339.00	/SF	\$0.66	\$22,104		
	Trowel Finish - SOD	33,339.00	/SF	\$1.24	\$41,174		
MISC CAST-IN-PLACE CONCRETE (4.17)						\$169,192	
	Anchor Bolts & Plates	84.00	/EA	\$150.00	\$12,600		
	Concrete Stair Pans	1,155.00	/SF	\$10.00	\$11,550		
	Concrete Stoops/Frost Block	12.00	/EA	\$1,500.00	\$18,000		
	Perimeter Insulation	426.00	/SF	\$3.00	\$1,278		
	Sealed Concrete	5,432.00	/SF	\$2.00	\$10,864		
	Raised Concrete Floors	2,245.00	/SF	\$20.00	\$44,900		
	Concrete Tunnel Allowance	50.00	/LF	\$1,500.00	\$75,000		
	CCL#1 - Eliminate 1 Elevator Pit	-1.00	/EA	\$5,000.00	(\$5,000)		
WATERPROOFING & DAMPROOFING (8.1)						\$55,658	
	Waterproofing	5,943.00	/SF	\$6.00	\$35,658		
	Elevator Pit Waterproofing	4.00	/EA	\$5,000.00	\$20,000		

ESTIMATE DETAIL

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
CURB & GUTTER (24.2)						\$16,625	
	Curb & Gutter (24.2.1)	665.00	/LF	\$24.00	\$15,960		
	Curb & Gutter Fine Grade (24.2.5)	665.00	/LF	\$1.00	\$665		
WALKS (24.3)						\$74,678	
	Concrete Walk - 4" (24.3.1)	166.00	/CY	\$400.00	\$66,400		
	Concrete Walk - Snow Melt (24.3.2)	0.00	/CY	\$450.00	\$0		
	Concrete Walk Fine Grade (24.3.4)	1,498.00	/SY	\$1.00	\$1,498		
	Concrete Walk Integral Curb (24.3.5)	678.00	/LF	\$10.00	\$6,780		
CONCRETE PAVING (24.4)						\$30,742	
	Concrete Paving (24.4.2)	76.00	/CY	\$400.00	\$30,400		
	Concrete Paving Fine Grade (24.4.5)	342.00	/SY	\$1.00	\$342		
RETAINING WALLS, STAIRS & RAMPS (24.5)						\$554,925	
	Concrete Retaining Walls - Exposed Concrete	635.00	/LF	\$650.00	\$412,750		
	Concrete Stairs	847.00	/SF	\$125.00	\$105,875		
	Concrete Ramps	484.00	/SF	\$75.00	\$36,300		
U4-U1 Mac	Masonry						\$932,109
CMU (5.1)						\$407,239	
	4" CMU	108.00	/SF	\$23.00	\$2,484		
	4" Groundface CMU	5,490.00	/SF	\$37.00	\$203,130		
	6" CMU	1,200.00	/SF	\$24.00	\$28,800		
	8" CMU	6,913.00	/SF	\$25.00	\$172,825		
BRICK VENEER (5.2)						\$434,070	
	4" Brick	9,646.00	/SF	\$45.00	\$434,070		
SPECIAL MASONRY (5.3)						\$50,800	
	Cast Stone Sill	508.00	/LF	\$100.00	\$50,800		
JOINT SEALANTS (8.8)						\$25,000	
	Caulking Allowance - Masonry (8.8.2)	1.00	/LS	\$25,000.00	\$25,000		
SITE IMPROVEMENTS (24.6)						\$15,000	
	Dumpster Enclosure (24.6.13)	1.00	/LS	\$15,000.00	\$15,000		
U5-U1 Steel	Structural & Misc. Metals						\$1,858,882
STRUCTURAL METALS (6.1)						\$1,858,882	
	Steel Supply & Eng. - Total Estimated Chargeable Costs - 2/22/22	1.00	/LS	\$1,858,882.00	\$1,858,882		
U6-U1 GT's	General Trades						\$1,704,580
ROUGH CARPENTRY (7.1)						\$227,939	
	General Trades Supervision	1.00	/LS	\$75,000.00	\$75,000		
	Roof Blocking	1,134.61	/LF	\$20.00	\$22,692		
	Interior Blocking Allowance	56,862.00	/LS	\$0.75	\$42,647		
	Door Installation	207.00	/EA	\$400.00	\$82,800		
	Install Detention Door Frames	8.00	/EA	\$600.00	\$4,800		
FINISH CARPENTRY (7.3)						\$560,025	
	Solid Surface Countertop - 30" Wide	302.00	/LF	\$250.00	\$75,500		

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
	Solid Surface Vanity Top (excluding support steel)	85.00	/LF	\$265.00	\$22,525		
	Corian Window Sill	470.00	/LF	\$40.00	\$18,800		
	4" Wood Base	578.00	/LF	\$20.00	\$11,560		
	Misc Trim/Chair Rail	350.00	/LF	\$15.00	\$5,250		
	Wood Cap	227.00	/LF	\$25.00	\$5,675		
	Court Stations	128.55	/LF	\$1,500.00	\$192,825		
	Clerk Stations	68.43	/LF	\$1,000.00	\$68,430		
	Wood Wall Paneling	4,556.00	/SF	\$35.00	\$159,460		
MANUF CABINETS & CASEWORK (7.4)						\$68,270	
	Base Cabinets	179.00	/LF	\$250.00	\$44,750		
	Wall Cabinets	140.00	/LF	\$168.00	\$23,520		
JOINT SEALANTS (8.8)						\$10,000	
	Caulking Allowance - General Trades (8.8.3)	1.00	/LS	\$10,000.00	\$10,000		
DOORS, FRAMES & HARDWARE (9.2)						\$324,500	
	Door/Frame/Hardware	200.00	/EA	\$1,500.00	\$300,000		
	Pocket Doors	7.00	/EA	\$3,500.00	\$24,500		
DOOR HARDWARE (9.3)						\$81,000	
	Panic Hardware (9.3.1)	54.00	/EA	\$1,500.00	\$81,000		
SPECIAL DOORS (9.4)						\$14,100	
	8' x 10' Manual Insulated Sectional Door	1.00	/EA	\$2,750.00	\$2,750		
	10' x 10' Manual Insulated Sectional Door	2.00	/EA	\$3,000.00	\$6,000		
	10' x 12' Manual Insulated Sectional Door	1.00	/EA	\$3,250.00	\$3,250		
	Sectional Door 1/3 HP Motor Operator	4.00	/EA	\$525.00	\$2,100		
MISCELLANEOUS SPECIALTIES (11.1)						\$175,132	
	Interior Signage Allowance	56,862.00	/GFA	\$1.25	\$71,078		
	Louvers	80.00	/SF	\$45.00	\$3,600		
	Mop Shelf/Hook	4.00	/EA	\$275.00	\$1,100		
	Metal Shelving	44.00	/LF	\$250.00	\$11,000		
	Wall Protection - Allowance	4,845.00	/SF	\$6.50	\$31,493		
	Miscellaneous Specialties Allowance	56,862.00	/SF	\$1.00	\$56,862		
VISUAL DISPLAY BOARDS (11.2)						\$12,240	
	Glass Markerboard - Magnetic	144.00	/SF	\$85.00	\$12,240		
LOCKERS (11.3)						\$3,600	
	Lockers	3.00	/EA	\$1,200.00	\$3,600		
TOILET & BATH ACCESSORIES (11.4)						\$93,410	
	Phenolic Toilet Partition	16.00	/EA	\$2,500.00	\$40,000		
	Phenolic Urinal Screen	1.00	/EA	\$1,000.00	\$1,000		
	Grab Bars	65.00	/EA	\$60.00	\$3,900		
	Mirror Glass	263.00	/SF	\$20.00	\$5,260		
	Paper Towel Dispenser	24.00	/EA	\$300.00	\$7,200		
	Sanitary Napkin Disposal	21.00	/EA	\$75.00	\$1,575		
	Soap Dispenser	5.00	/EA	\$60.00	\$300		
	Toilet Paper Holder	21.00	/EA	\$100.00	\$2,100		

ESTIMATE DETAIL

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
	Diaper Changing Station	2.00	/EA	\$1,000.00	\$2,000		
	Install Toilet & Bath Accessories	401.00	/EA	\$75.00	\$30,075		
	LOADING DOCK EQUIPMENT (12.5)					\$5,000	
	Loading Dock Equipment - Allowance	1.00	/LS	\$5,000.00	\$5,000		
	WINDOW TREATMENT (13.3)					\$54,364	
	Motorized Shades	1,852.00	/SF	\$16.00	\$29,632		
	Non-motorized Shades	2,061.00	/SF	\$12.00	\$24,732		
	SITE IMPROVEMENTS (24.6)					\$75,000	
	Exterior Signage Allowance (24.6.1)	1.00	/LS	\$25,000.00	\$25,000		
	Flagpoles (24.6.12)	3.00	/EA	\$5,000.00	\$15,000		
	Site Improvements Allowance - Benches, Trash Receptacles, Bike Racks, Etc. (24.6.14)	1.00	/LS	\$10,000.00	\$10,000		
	Site Security Allowance - Access Control, Vehicle Barriers, Etc. (24.6.15)	1.00	/LS	\$25,000.00	\$25,000		
01-01 Roof	Roofing						\$534,806
	MEMBRANE ROOFING (8.5)					\$531,806	
	EPDM Roofing	23,122.00	/SF	\$23.00	\$531,806		
	ROOF ACCESSORIES (8.6)					\$3,000	
	Roof Hatch	1.00	/EA	\$3,000.00	\$3,000		
01-02 MWD	Metal Wall Panels						\$254,562
	ROOFING & SIDING PANELS (8.4)					\$229,562	
	Composite Metal Panel	1,760.00	/SF	\$52.00	\$91,520		
	Exterior Metal Soffits	2,509.85	/SF	\$55.00	\$138,042		
	JOINT SEALANTS (8.8)					\$25,000	
	Caulking Allowance - Metal Panels (8.8.4)	1.00	/LS	\$25,000.00	\$25,000		
06-01 Glass	Aluminum Openings						\$1,422,755
	JOINT SEALANTS (8.8)					\$25,000	
	Caulking Allowance - Glazing (8.8.5)	1.00	/LS	\$25,000.00	\$25,000		
	DOOR HARDWARE (9.3)					\$27,000	
	Handicap Automatic Openers (9.3.2)	9.00	/EA	\$3,000.00	\$27,000		
	ENTRANCES (9.6)					\$292,500	
	Aluminum Entrances	17.00	/EA	\$6,000.00	\$102,000		
	Interior Aluminum Swing Doors - Omega	39.00	/EA	\$3,500.00	\$136,500		
	Interior Sliding Aluminum Doors	2.00	/EA	\$7,000.00	\$14,000		
	Interior Aluminum Sliding Doors - Omega	8.00	/EA	\$5,000.00	\$40,000		
	STOREFRONT (9.7)					\$345,865	
	Exterior Storefront	1,805.00	/SF	\$65.00	\$117,325		
	Interior Storefront	1,974.00	/SF	\$50.00	\$98,700		
	Interior Aluminum Partitions - Omega	2,164.00	/SF	\$60.00	\$129,840		
	CURTAINWALL (9.8)					\$574,290	
	Curtainwall	6,381.00	/SF	\$90.00	\$574,290		
	MISCELLANEOUS GLAZING (9.9)					\$158,100	
	Door Borrowed Light Glazing - Allowance	1.00	/LS	\$5,000.00	\$5,000		

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
	Transaction Windows	216.00	/SF	\$200.00	\$43,200		
	Glass Handrail	92.00	/LF	\$500.00	\$46,000		
	Fire Rated Glass	54.00	/SF	\$350.00	\$18,900		
	Window Film - Allowance	1.00	/LS	\$5,000.00	\$5,000		
	Allowance for Ballistic Materials	1.00	/LS	\$40,000.00	\$40,000		

09-01
Gym

Drywal, Studs & Acoustical

\$2,015,616

FIRE & SMOKE PROTECTION (8.7)					\$9,105
	Perimeter Fire Stopping at Floor/Wall	607.00	/LF	\$15.00	\$9,105
DRYWALL (10.1)					\$1,689,771
	Drywall Ceiling	3,860.00	/SF	\$10.00	\$38,600
	Drywall Ceiling with Security Mesh	1,459.00	/SF	\$13.00	\$18,967
	High STC Rated Walls	28,250.00	/SF	\$16.00	\$452,000
	2-1/2" stud, 5/8" gypsum - 1 side	671.00	/SF	\$6.80	\$4,563
	2-1/2" stud, 5/8" gypsum - 2 sides	8,770.00	/SF	\$9.50	\$83,315
	3-5/8" studs, 5/8" gypsum-2 sides - 1 HR RATED	4,178.00	/SF	\$13.40	\$55,985
	3-5/8" studs, 5/8" gypsum-2 sides, sound batt insulation	37,802.00	/SF	\$10.00	\$378,020
	6" studs, 5/8" gypsum-2 sides - 1 HR RATED	2,424.00	/SF	\$18.60	\$45,086
	6" studs, 5/8" gypsum-2 sides, sound batt insulation	2,652.00	/SF	\$16.00	\$42,432
	5/8" Gypsum on 7/8" Furring	1,401.00	/SF	\$4.20	\$5,884
	Metal Wall Panel/ Soffit Panel Back-up Assembly	4,270.00	/SF	\$20.00	\$85,400
	Brick Veneer Back-up Assembly	15,514.00	/SF	\$21.00	\$325,794
	Allowance for Misc. Gypsum, Bulkheads & Security	56,862.00	/SF	\$2.00	\$113,724
	Allowance For Ballistic Materials	1.00	/LS	\$40,000.00	\$40,000
ACOUSTICAL (10.2)					\$316,740
	2 x 2 ACT	36,475.00	/SF	\$6.00	\$218,850
	2 X 6 ACT	7,052.00	/SF	\$7.50	\$52,890
	Acoustic Wall Panel - Allowance	1.00	/LS	\$45,000.00	\$45,000

09-02
Floor

Flooring

\$541,995

TILE & TERRAZZO (10.3)					\$185,730
	Ceramic Floor Tile	4,478.00	/SF	\$18.00	\$80,604
	Ceramic Wall Tile	2,815.00	/SF	\$18.00	\$50,670
	Ceramic Tile Base	2,279.00	/LF	\$18.00	\$41,022
	Floor Prep for Tile Floors	4,478.00	/SF	\$3.00	\$13,434
RESILIENT FLR & CARPET (10.5)					\$356,265
	Carpet Tile	4,133.00	/SY	\$45.00	\$185,985
	Walk-Off Carpet	421.00	/SF	\$10.00	\$4,210
	LVT	1,837.00	/SF	\$7.50	\$13,778
	Rubber Sheet Flooring (Stair Landings)	291.00	/SF	\$24.00	\$6,984
	Rubber Stair Treads	355.00	/SF	\$36.00	\$12,780
	Resilient Base	7,676.00	/LF	\$2.50	\$19,190
	Floor Prep	40,169.00	/SF	\$0.50	\$20,085
	Seal Floors for Moisture Mitigation - Urethane Sealer	46,627.00	/SF	\$2.00	\$93,254

ESTIMATE DETAIL

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
09-03 Paint	Painting						\$216,647
	PAINTING & WALL COVERING (10.7)					\$216,647	
	Paint Walls	106,697.00	/SF	\$1.25	\$133,371		
	Epoxy Paint Walls	2,129.00	/SF	\$2.25	\$4,790		
	Paint Exposed Ceilings - Including MEP	3,157.00	/SF	\$3.50	\$11,050		
	Paint Drywall Ceilings	3,860.00	/SF	\$1.75	\$6,755		
	Paint Doors Frames	215.00	/EA	\$150.00	\$32,250		
	Paint Misc. Items, Misc. Steel, Etc.	56,862.00	/GFA	\$0.50	\$28,431		
14-01 Elev	Elevators						\$425,000
	ELEVATORS (15.1)					\$425,000	
	Machineromless Elevator - 3 Stop	2.00	/EA	\$125,000.00	\$250,000		
	Machineromless Elevator - 3 Stop Freight/ Detention Rated	1.00	/EA	\$150,000.00	\$150,000		
	Premium for Detention Controls	1.00	/EA	\$25,000.00	\$25,000		
21-01 EP	Fire Suppression						\$266,237
	FIRE SUPPRESSION (16.1)					\$266,237	
	DIRECT JOB COSTS FOR FIRE SUPPRESSION	0.00		\$0.00	\$52,410		
	WET PIPE SPRINKLER SYSTEM	0.00		\$0.00	\$200,265		
	DRY PIPE SPRINKLER SYSTEM	0.00		\$0.00	\$13,562		
23-01 D&M	Plumbing & Mechanical						\$3,691,985
	HEATING, VENTILATING, & AIR CONDITIONING (18.1)					\$3,691,985	
	Allied Mechanical - Total Estimated Chargeable Costs - 2/21/22	1.00	/LS	\$3,691,985.00	\$3,691,985		
20-01 Elec	Electrical						\$2,434,480
	ELECTRICAL (20.1)					\$2,434,480	
	Buist Electric - Total Estimated Chargeable Costs - 2/15/22	1.00		\$2,434,480.00	\$2,434,480		
20-01 Sec	Security Electronics						\$345,562
	SECURITY/ DETENTION CONTROLS & EQUIPMENT (22.1)					\$345,562	
	Accurate Controls - Total Estimated Chargeable Costs - 2/14/22	1.00	/LS	\$345,562.00	\$345,562		
20-03 V/S	Video Surveillance						\$299,214
	VIDEO SURVEILLANCE (22.2)					\$299,214	
	Knight Watch - Total Estimated Chargeable Costs - 2/22/22	1.00		\$299,214.00	\$299,214		
31-01 Earth	Sitework & Utilities						\$1,096,227
	EARTHWORK (23.1)					\$500,790	
	Clearing - Heavy	8.60	/ACRE	\$8,000.00	\$68,800		
	Miscellaneous Site Demolition	1.00	/LS	\$15,000.00	\$15,000		
	Strip Topsoil - Assumes 12" Average	12,000.00	/CY	\$6.00	\$72,000		
	Excavate Foundations	2,729.00	/CY	\$15.00	\$40,935		
	Backfill & Compact Foundations	2,191.00	/CY	\$25.00	\$54,775		

ESTIMATE DETAIL

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
	Balance Site - Cut	9,000.00	/CY	\$6.00	\$54,000		
	Balance Site - Fill	9,000.00	/CY	\$4.00	\$36,000		
	Excavate Retention Pond	3,000.00	/CY	\$6.00	\$18,000		
	Raise Grades/ Berm Excess Material On-Site	7,000.00	/CY	\$4.00	\$28,000		
	Fine Grade & Redistribute 6" Topsoil	7,000.00	/CY	\$6.00	\$42,000		
	Silt Fence	4,310.00	/LF	\$3.00	\$12,930		
	Misc SESC Measures	1.00	/LS	\$15,000.00	\$15,000		
	Building 6" Stone Pad	405.00	/CY	\$70.00	\$28,350		
	Tree Protection	1.00	/EA	\$15,000.00	\$15,000		
ASPHALT PAVING (24.1)						\$119,100	
	Standard Duty 8" 21AA (24.1.8)	2,382.00	/CY	\$50.00	\$119,100		
CURB & GUTTER (24.2)						\$1,995	
	Curb & Gutter 21AA (24.2.2)	665.00	/LF	\$3.00	\$1,995		
WALKS (24.3)						\$8,300	
	Concrete Walk 4" Sand Subbase (24.3.3)	166.00	/CY	\$50.00	\$8,300		
CONCRETE PAVING (24.4)						\$2,850	
	Concrete Paving 6" 21AA (24.4.3)	57.00	/CY	\$50.00	\$2,850		
SITE DRAINAGE & UTILITIES (25.1)						\$463,192	
	RCP Flared End Section	13.00	/EA	\$750.00	\$9,750		
	Storm Pipe	787.00	/LF	\$75.00	\$59,025		
	4" Water	57.00	/LF	\$115.00	\$6,555		
	8" Water	1,283.00	/LF	\$100.00	\$128,300		
	8" Sanitary	443.00	/LF	\$75.00	\$33,225		
	4" Gate Valve & Box	1.00	/EA	\$1,250.00	\$1,250		
	8" Gate Valve & Box	6.00	/EA	\$2,000.00	\$12,000		
	4' Catchbasin	2.00	/EA	\$3,500.00	\$7,000		
	4' Manhole	1.00	/EA	\$3,500.00	\$3,500		
	5' Manhole	1.00	/EA	\$5,250.00	\$5,250		
	Pond Overflow Structure	2.00	/LS	\$10,000.00	\$20,000		
	6" Underdrain	1,606.00	/LF	\$35.00	\$56,210		
	Fire Hydrant Assembly	3.00	/EA	\$5,500.00	\$16,500		
	8" x 8" Tapping Sleeve	1.00	/EA	\$8,750.00	\$8,750		
	Tie Into Existing Sanitary Stub	1.00	/EA	\$5,000.00	\$5,000		
	Bio-Swales - Stone Beds	11,791.00	/SF	\$2.50	\$29,478		
	Directional Bore	141.00	/LF	\$400.00	\$56,400		
	Site Restoration for Utilities	1.00	/LS	\$5,000.00	\$5,000		

32-U1
Asph

Asphalt Paving

\$234,760

ASPHALT PAVING (24.1)						\$234,760
	Standard Duty 4.0" Paving (24.1.6)	10,720.00	/SY	\$19.50	\$209,040	
	Standard Duty Fine Grade (24.1.10)	10,720.00	/SY	\$1.00	\$10,720	
	Striping (24.1.12)	1.00	/LS	\$5,000.00	\$5,000	
	Traffic Signs (24.1.13)	20.00	/EA	\$500.00	\$10,000	

ESTIMATE DETAIL

ESTIMATE DETAIL

CODE	DESCRIPTION	QTY	UNIT	RATE	SUBTOTAL	CSI TOTAL	DIV. TOTAL
32-02 Land	Landscaping						\$271,163
	WALKS (24.3)						\$69,275
	Concrete Pavers (24.3.6)	2,771.00	/SF	\$25.00	\$69,275		
	FENCES (24.7)						\$66,642
	8' Chainlink Fence	128.24	/LF	\$25.00	\$3,206		
	10' Chainlink Security Fence	223.36	/LF	\$100.00	\$22,336		
	Single Swing Gate	2.00	/EA	\$550.00	\$1,100		
	Motorized Sliding Vehicle Gate	2.00	/EA	\$20,000.00	\$40,000		
	IRRIGATION SYSTEMS (24.10)						\$25,000
	Misc. Irrigation Systems	1.00	/LS	\$25,000.00	\$25,000		
	LAWNS & PLANTING (24.11)						\$110,246
	Seeding	23,388.00	/SY	\$1.50	\$35,082		
	Sodding	11,078.00	/SF	\$1.00	\$11,078		
	Bio-Swales - Plantings	11,791.00	/SF	\$2.70	\$31,836		
	General Landscaping Allowance	1.00	/LS	\$25,000.00	\$25,000		
	Shrubs/Plants	53.00	/EA	\$750.00	\$39,750		
	Trees	70.00	/EA	\$250.00	\$17,500		
	CCL #23 - Reduce Landscaping	1.00	/LS	(\$50,000.00)	(\$50,000)		

ESTIMATE DETAIL END

COST CONTROL LOG



Ottawa County Family Justice Center

COST CONTROL LOG SUMMARY

PROJECT: OTTAWA COUNTY FAMILY JUSTICE CENTER
 DATE: 2/24/2022

ITEM NO.	DISCIPLINE	LOCATION	DESCRIPTION	TOTAL	APPROVAL STATUS			NOTES
					ACCEPT.	REJECT.	PEND'G	
1	A	Core	Eliminate one (1) elevator	(\$152,910)	Incl in SD Est			Potential add alternate
2	A	Interior	Eliminate linear metal ceilings	(\$24,219)	Incl in SD Est			Potential add alternate - replace with ACT
3	A	Interior	Reduce Omega aluminum partitions window openings 50%	(\$100,626)	Incl in SD Est			
4	A	Interior	Wall tile at restroom wet walls only	(\$91,766)	Incl in SD Est			
5	A	Interior	Reduce tile in Lobbies and Café 50% and substitute with carpet	(\$37,020)	Incl in SD Est			
6	A	Interior	Polished concrete in lieu of tile	(\$49,126)		(\$49,126)		
7	A	Interior	Drywall ceilings with security mesh in lieu of metal security ceilings in the Holding area	(\$53,983)	Incl in SD Est			
8	A	Interior	Open office at 1st and 2nd floor	(\$630,000)			(\$630,000)	AMS = See item #32; DOES NOT INCLUDE OFFSETTING COST FOR FURNITURE SYSTEMS
9	A	Shell	Substitute cast stone veneer with ground faced CMU	(\$153,792)	Incl in SD Est			
10	A	Shell	Substitute linear metal soffits with exterior drywall or lesser grade metal	(\$50,200)		(\$50,200)		
11	A	Shell	Substitute horizontal ribbed metal siding in lieu of louver screen panels	(\$118,720)		(\$118,720)		Cannot be accepted with item #48
12	A	Shell	Provide curb mounted mechanical roof screens in lieu of louver screenwall	(\$215,920)		(\$215,920)		
13	A	Shell	Rigid insulation and vapor barrier in lieu of closed cell foam at exterior walls	(\$22,270)		(\$22,270)		
14	A	Shell	Fiberglass batt in lieu of open cell foam in stud cavities at exterior walls	(\$44,540)	Incl in SD Est			Explore 2.5" closed cell in cavity wall and eliminate insulation in stud cavities
15	A	Shell	Reduce roofing specs (coverboard, vapor barrier, EPDM thickness, etc.)	(\$49,019)		(\$49,019)		
16	A	Shell	Roof hatch in lieu of walk-out roof access	(\$60,177)	Incl in SD Est			
17	A/MEP	Interior	Shell-only the Multi-Purpose Room	(\$89,162)		(\$89,162)		Does not include associated FF&E savings
18	A/MEP	Interior	Shell-only the Break Room	(\$58,794)		(\$58,794)		Does not include associated FF&E savings
19	A/S	Shell	Eliminate front canopy	(\$257,292)		(\$257,292)		
20	A/S	Shell	Reduce building height - 2' per floor (6' net)	(\$466,183)	Incl in SD Est			
21	C	Site	Reduce parking area 50% (100 spaces in lieu of 200)	(\$173,716)		(\$173,716)		
22	C	Site	Reduce sidewalks by 25%	(\$35,010)	Incl in SD Est			Currently approx. 18,000 SF
23	C	Site	Reduce landscaping	(\$50,000)	Incl in SD Est			Reduce plantings in estimate, reduce or possibly eliminate irrigation system, reduce decorative paver area
24	C	Site	Eliminate one (1) entrance drive	Incl in SD Est	Incl in SD Est			
25	C	Site	Eliminate watermain lead and second loop connection to the south	(\$139,750)	Incl in SD Est			
26	E	MEP	Eliminate white noise system	(\$59,122)		(\$59,122)		
27	E	MEP	Change 4' HP-2 light fixtures to 2'x2' fixtures	(\$28,701)	Incl in SD Est			
28	E	MEP	Reduce communications 10%-15% (define scope - install by owner?/ 2 drops instead of 3 per office)	TBD			TBD	Confirm quantity, Buist = <\$250/cable>; 2 drops instead of 3 per office vs install by owner? Buist to update after meeting with user groups week of 12/20. See other items below
29	E	MEP	150 KW generator and serice redesign	(\$120,000)		(\$120,000)		
30	E	Site	Eliminate car charging stations	(\$30,000)	Incl in SD Est			
31	M	MEP	Reduce redundancy on boilers and reduce boiler size	(\$20,000)	Incl in SD Est			
32	M	MEP	Reduce number of VAV zones (Target -10)	(\$12,500)		(\$12,500)		

COST CONTROL LOG SUMMARY



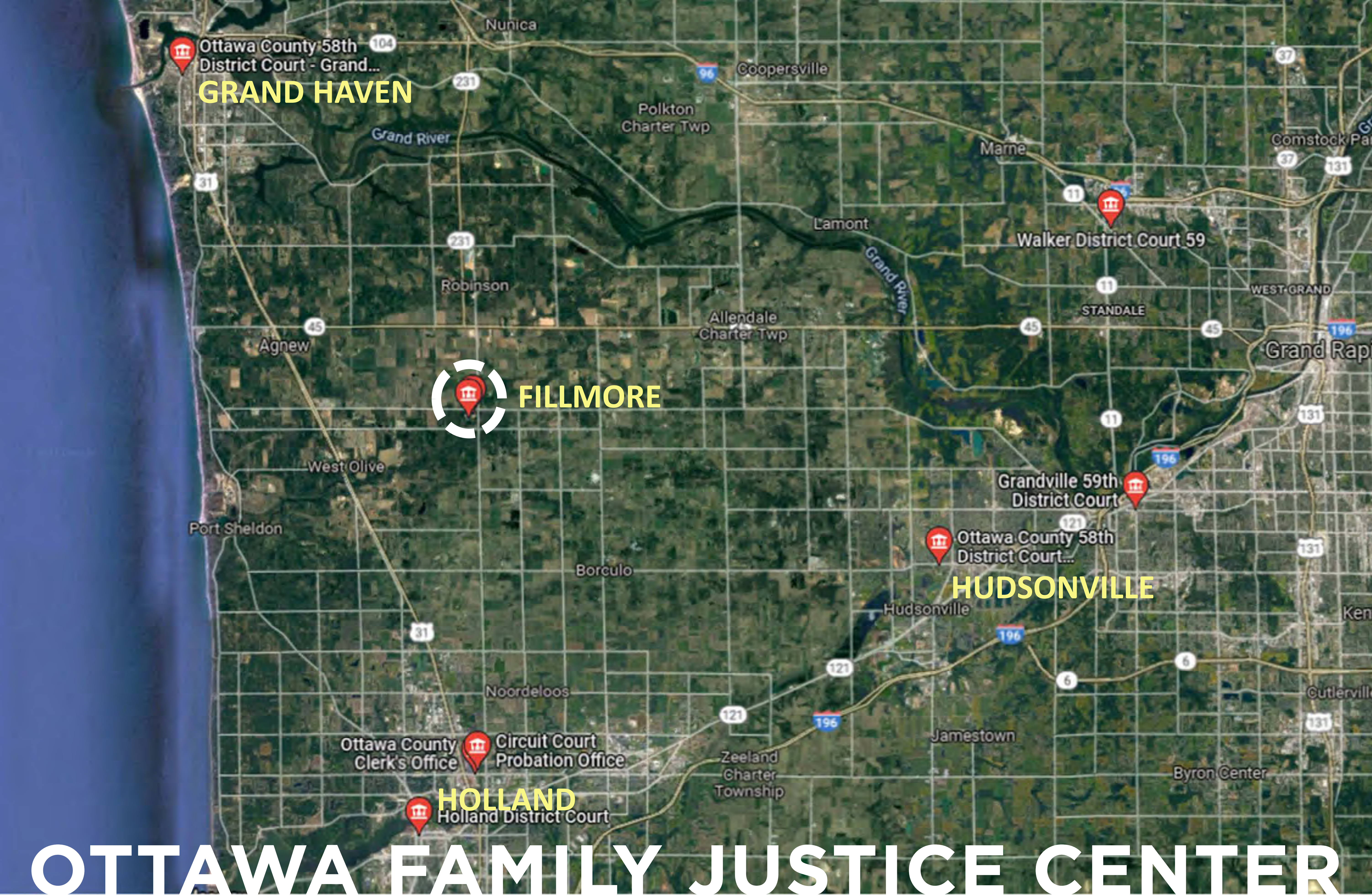
33	M	Site	Eliminate snow melt system	(\$148,756)	Incl in SD Est			Potential add alternate
34	S	Shell	Confirm footing sizes and thicknesses	(\$99,413)	Incl in SD Est			Reduce smaller pad footings to 12" thick, reduce strip footings to 3' wide, & reduce wall thickness to 14" thick
35.1	S	Shell	Reduce steel tonnage (currently 17#/ SF)	(\$160,000)	Incl in SD Est			Scope of weight reductions to be identified but target additional reductions through engineering
35.2	S	Shell	Reduce steel tonnage	(\$40,000)			(\$40,000)	Potential column size reduction, etc.
36	C	Site	Reduce sidewalk thickness to 4" in lieu of 6"	Incl in SD Est				
37	E	MEP	Delete schedulers	(\$27,867)	Incl in SD Est			
38	E	MEP	750 KVA transformer	(\$5,300)			(\$5,300)	
39	E	Site	Delete fiber, etc., for cameras on site poles	(\$9,600)		(\$9,600)		
40	E	MEP	Delete BMX - Crestron interface	(\$4,000)	Incl in SD Est			Delete BMS Connection for Notice of Occ.
41	E	Site	Delete light bollards	(\$9,450)		(\$9,450)		
42	E	Site	Direct med volt direct bury cable	(\$10,000)			(\$10,000)	
43	E	A/V	Contract court technology and AV direct to GCC	(\$82,600)	Incl in SD Est			
44	C	Site	Relocate employee plaza area to fenced-in area and eliminate retaining wall	(\$100,100)	Incl in SD Est			Currently included as concrete retaining wall and concrete pavers
45	S	Shell	Reduce supported slabs from 4.5" concrete on 1.5" deck to 3.0" concrete on 2" deck	(\$21,500)	Incl in SD Est			
46	S	Shell	Lightweight concrete at supported slabs in lieu of normal weight concrete	N/A		N/A		Will not reduce cost
47	S	Shell	Reduce Garden Level slab-on-grade to 4" except at rooms with overhead door access	(\$15,895)	Incl in SD Est			
48	A/S	Shell	Eliminate roof screen for mechanical equipment	(\$325,920)	Incl in SD Est			
49	C	Site	Eliminate oval site feature allowance	(\$30,000)	Incl in SD Est			
50	E	MEP	Use typical electrical labor rates instead of rates developed by the auditor	(\$387,856)	Incl in SD Est			
51	E	MEP	Contract Knight Watch security vendor direct to GCC	(\$140,887)	Incl in SD Est			
52	E	A/V	Target reduction of A/V systems at Multi-Purpose Room	(\$20,000)	Incl in SD Est			A/V carts only with rough-in for future
53	M	MEP	Change linear diffusers to 2x2 at all areas except Court/ Hearing Rooms	(\$8,500)			(\$8,500)	
54	M	MEP	Eliminate radiant ceiling panels at exterior windows	(\$54,405)			(\$54,405)	
55	E	Comm	Eliminate Court Room Technology from estimate	(\$560,000)	Incl in SD Est			Owener to procure as part of the FF&E budget
TOTALS:				(\$5,656,567)	\$0	(\$1,294,890)	(\$748,205)	

NOTE: Total line is for spreadsheet balancing purposes. Potentially not all proposed items can be accepted cumulatively.

CURRENT ESTIMATE PROJECTION	
Accepted Estimate Changes CC:	\$0
Current SD Estimate Dated 2/24/22:	\$20,499,817
Current Estimate Projection:	\$20,499,817

CURRENT PROJECT BUDGET STATUS	
Original Trade Cost Project Budget:	\$19,735,733
Budget Adjustments:	\$0
Current Project Budget:	\$19,735,733
Current Estimate Projection:	\$20,499,817
Pending Estimate Changes:	\$0
Potential Estimate Savings/(Overrun):	(\$764,084)

-3.9%



OTTAWA FAMILY JUSTICE CENTER



Ottawa County
Family Justice Center – Design Review 03.15.22



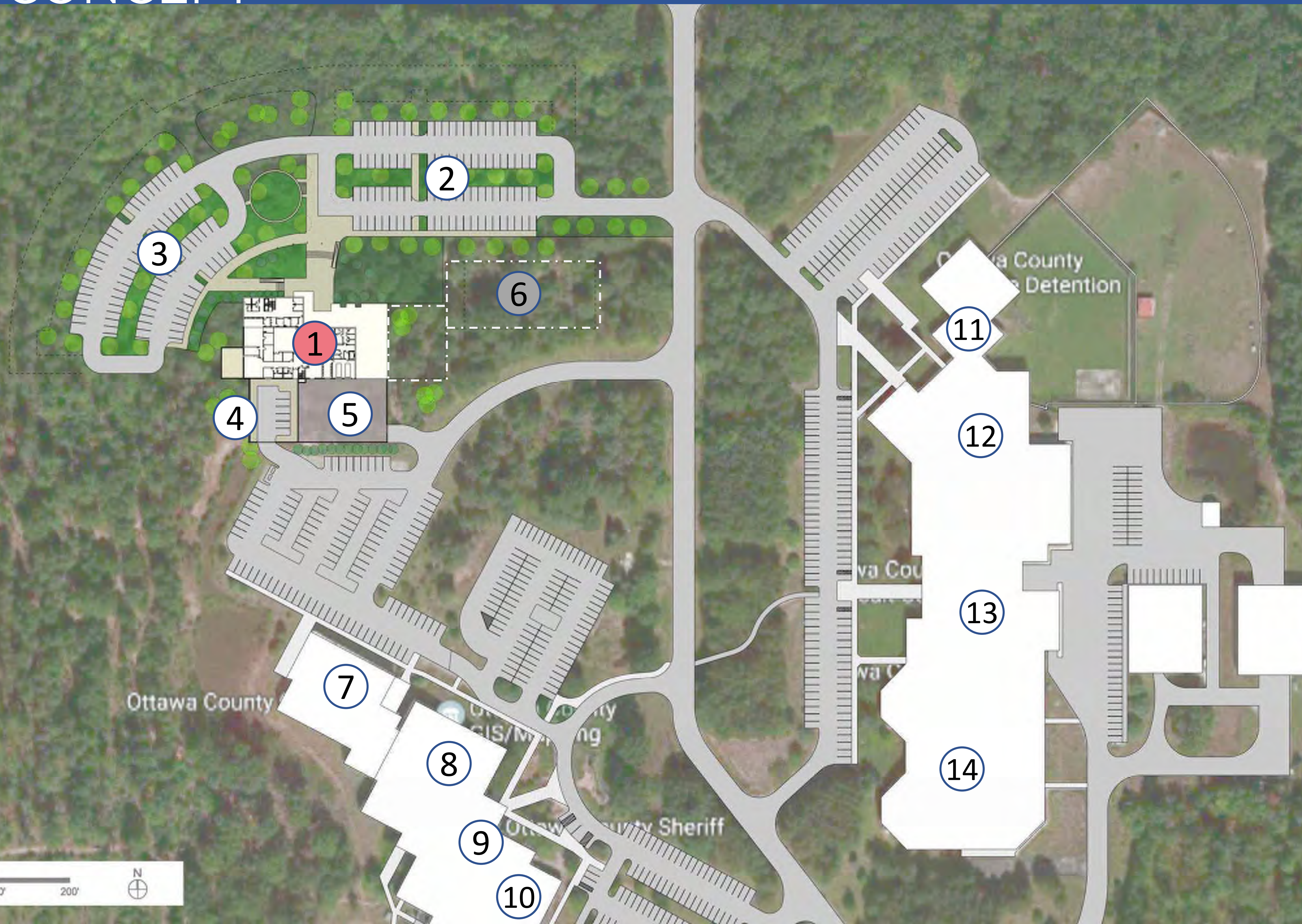
SITE - EXISTING



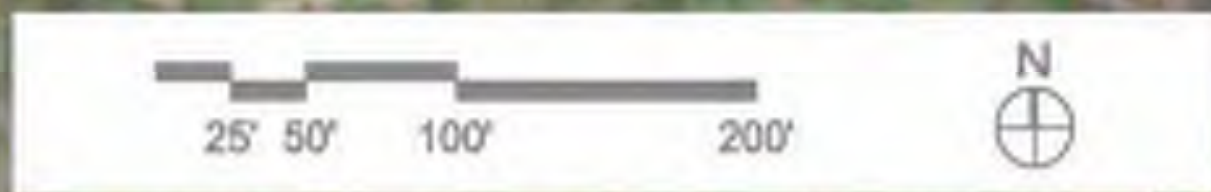
1. NEW FAMILY JUSTICE CENTER SITE
2. PARKS & REC
3. TREASURER'S OFFICE
4. COUNTY CLERK
5. COUNTY SHERIFF
6. JUVENILE DETENTION
7. FAMILY COURT
8. CIRCUIT COURT
9. COUNTY JAIL



SITE - CONCEPT

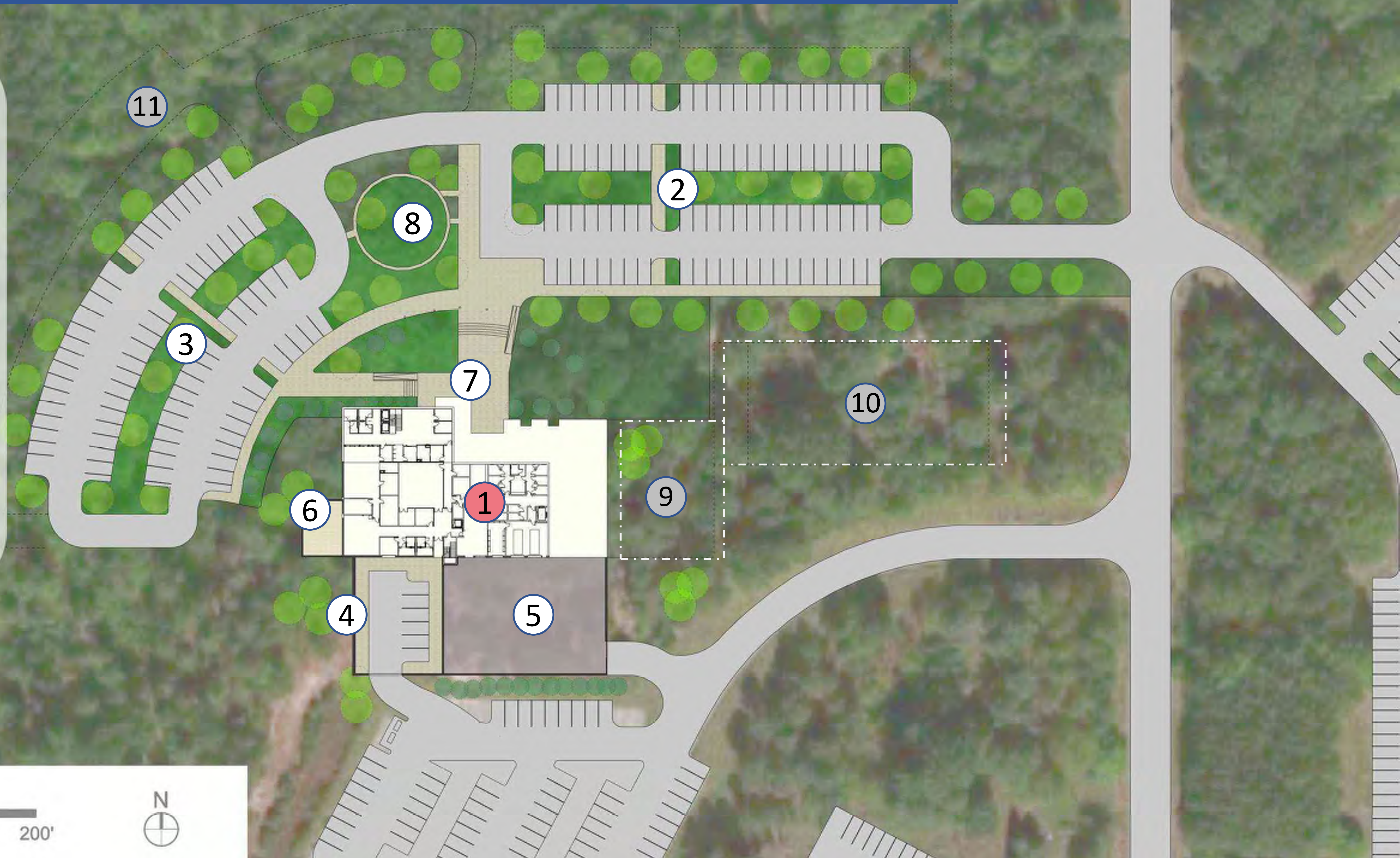


1. FAMILY JUSTICE CENTER
2. PUBLIC PARKING
3. STAFF PARKING
4. ELECTED OFFICIAL PARKING
5. SALLYPORT/UTILITIES
6. FUTURE DEVELOPMENT
7. PARKS & REC
8. TREASURER'S OFFICE
9. COUNTY CLERK
10. COUNTY SHERIFF
11. JUVENILE DETENTION
12. FAMILY COURT
13. CIRCUIT COURT
14. COUNTY JAIL

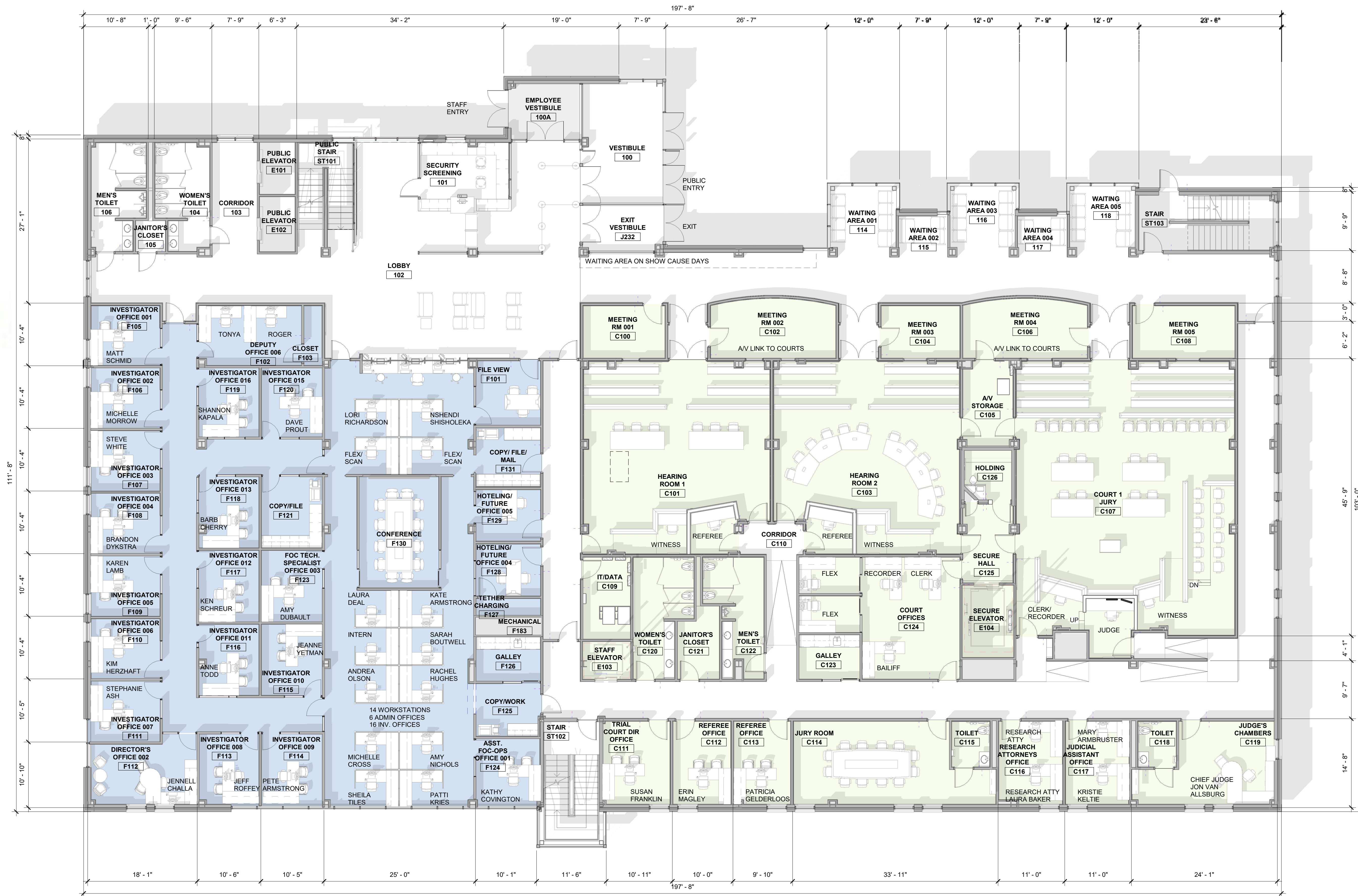


SITE - CONCEPT

1. OTTAWA FAMILY JUSTICE CENTER
2. PUBLIC PARKING
3. STAFF PARKING
4. ELECTED OFFICIAL PARKING
5. SALLYPORT/UTILITIES
6. STAFF PLAZA
7. MAIN ENTRANCE
8. PUBLIC ART
9. FUTURE COURT EXPANSION
10. FUTURE JUVENILE DETENTION CENTER
11. FUTURE PARKING



PLAN - FLOOR 01



- Department Legend**
- COURTS
 - FOC
 - HOLDING / SALLYPORT
 - MECHANICAL/ELECTRICAL
 - PUBLIC
 - STAFF



PLAN - FLOOR 02

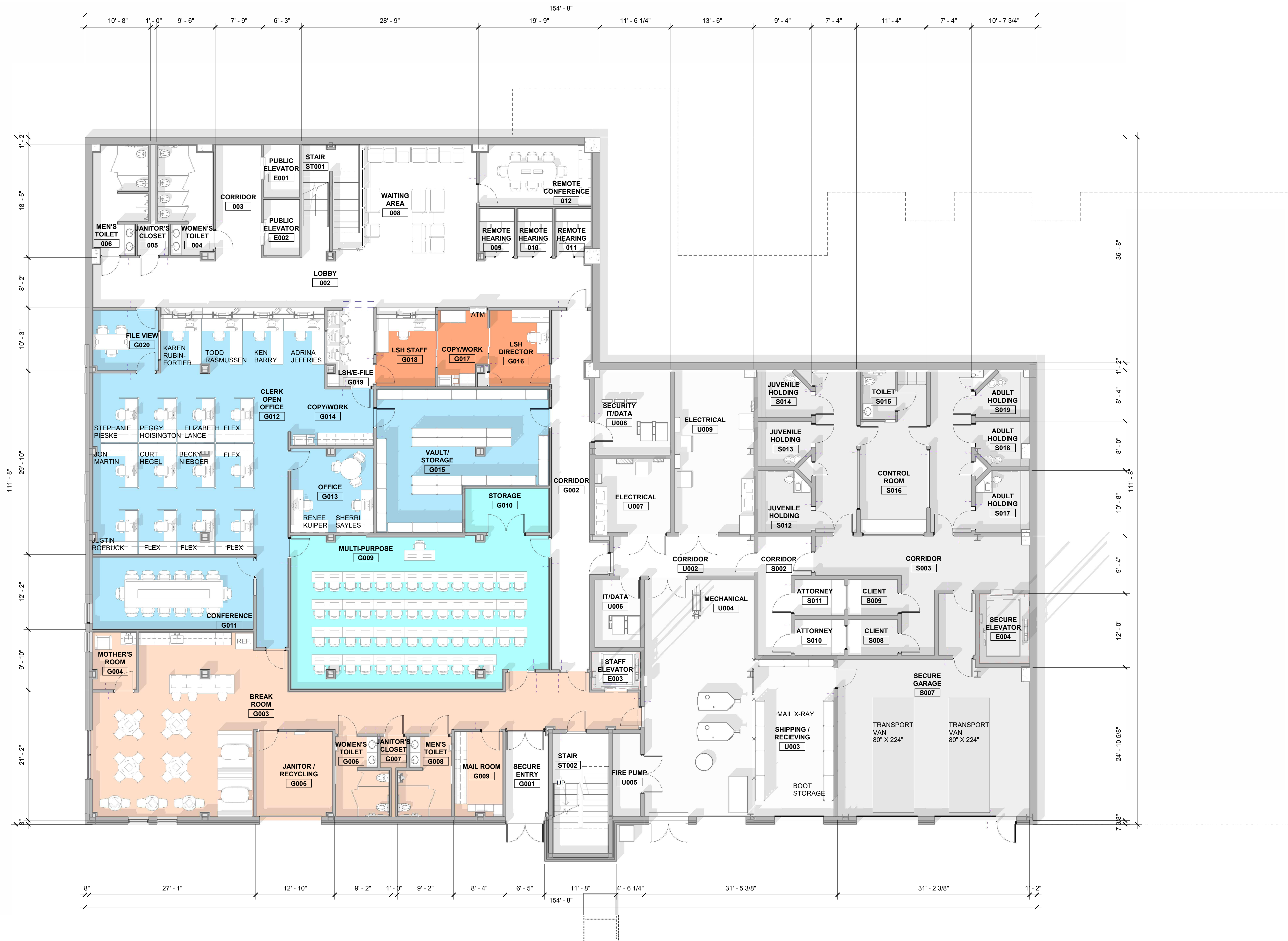


Department Legend

- BIOMETRIC
- COURTS
- JUVENILE
- MECHANICAL/ELECTRICAL
- PROSECUTOR/DEFENDER
- PUBLIC
- STAFF



PLAN - FLOOR 00

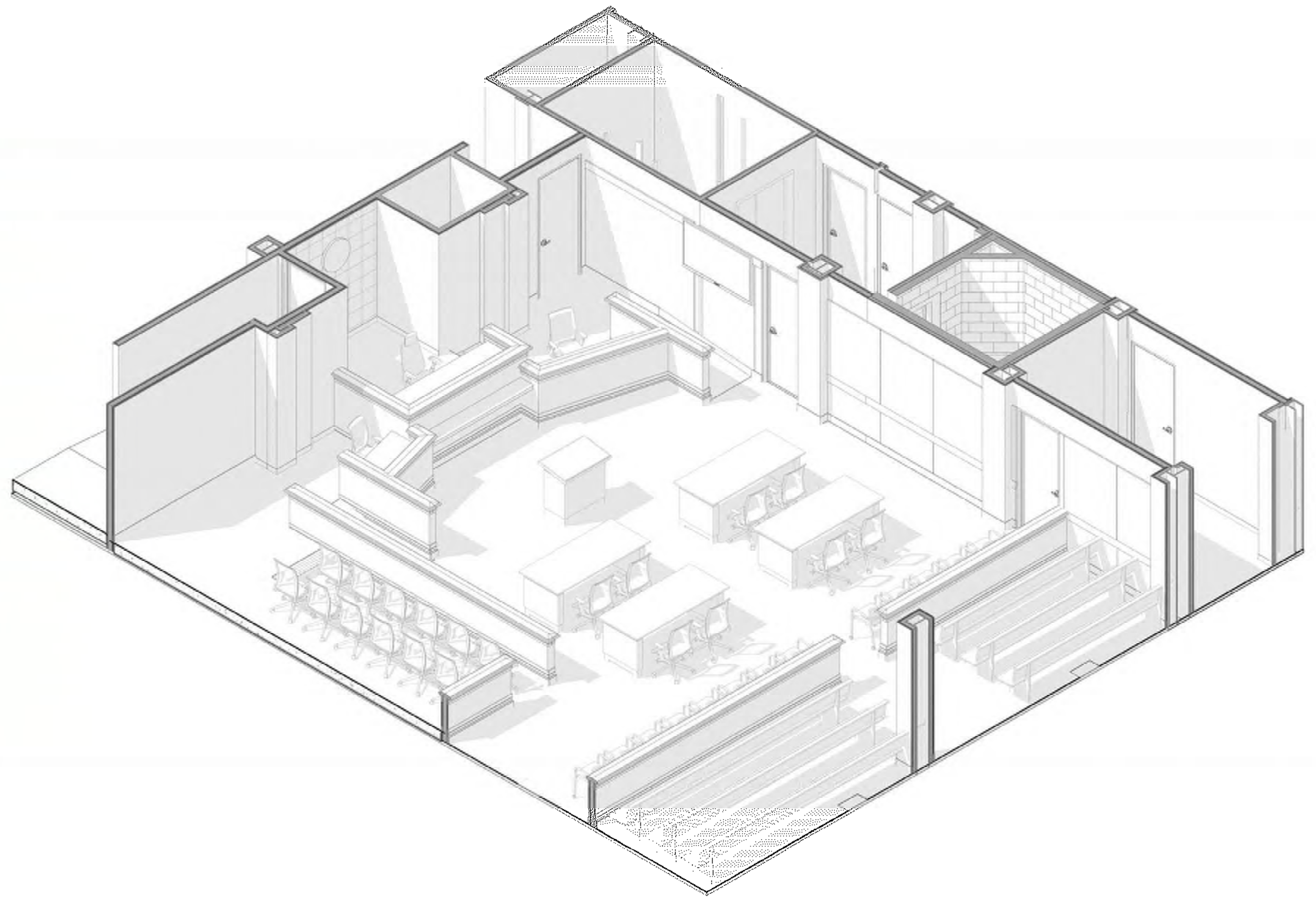
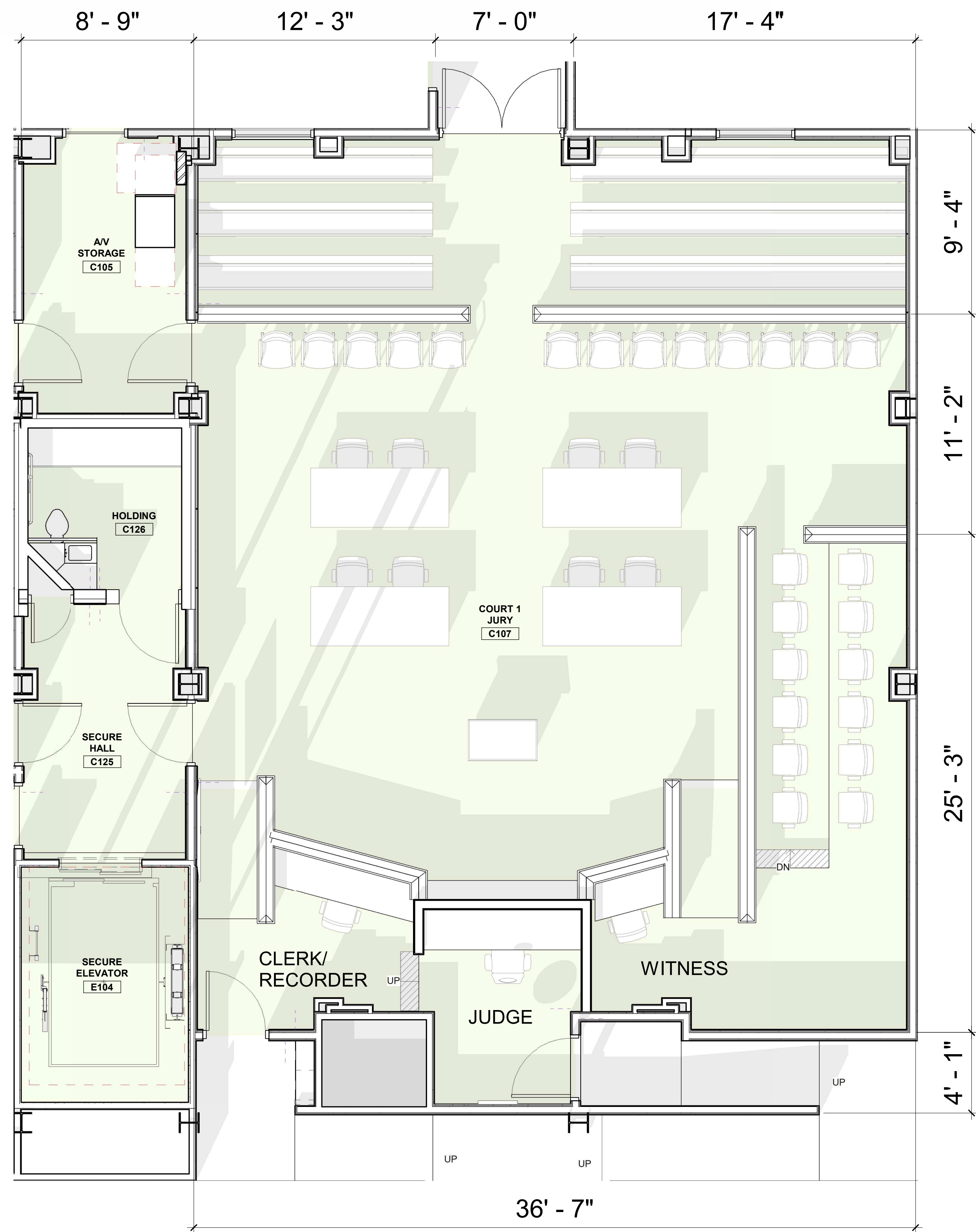


Department Legend

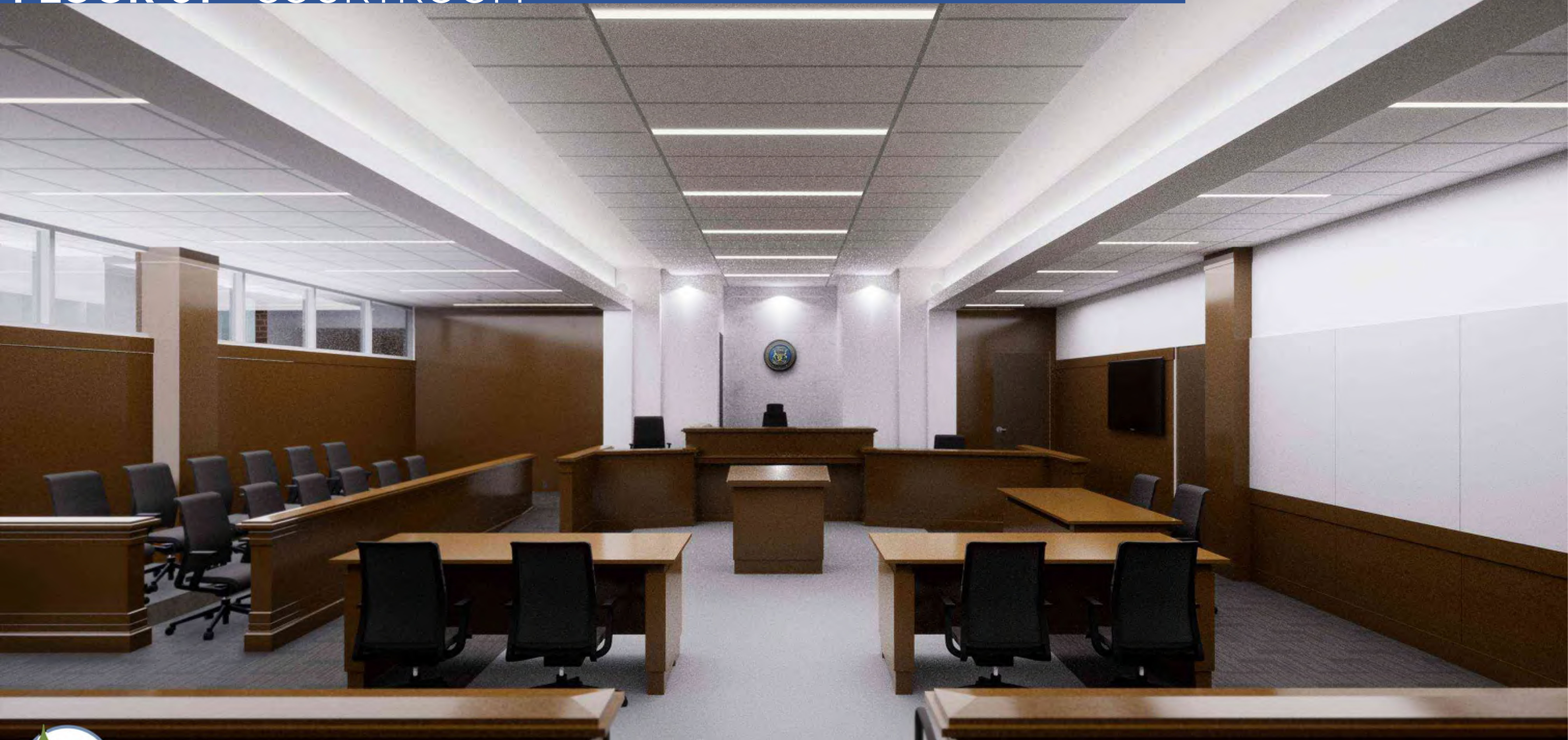
- BREAK ROOM
- CLERK
- HOLDING / SALLYPORT
- LEGAL SELF-HELP
- MECHANICAL/ELECTRICAL
- MULTI-PURPOSE
- PUBLIC
- STAFF



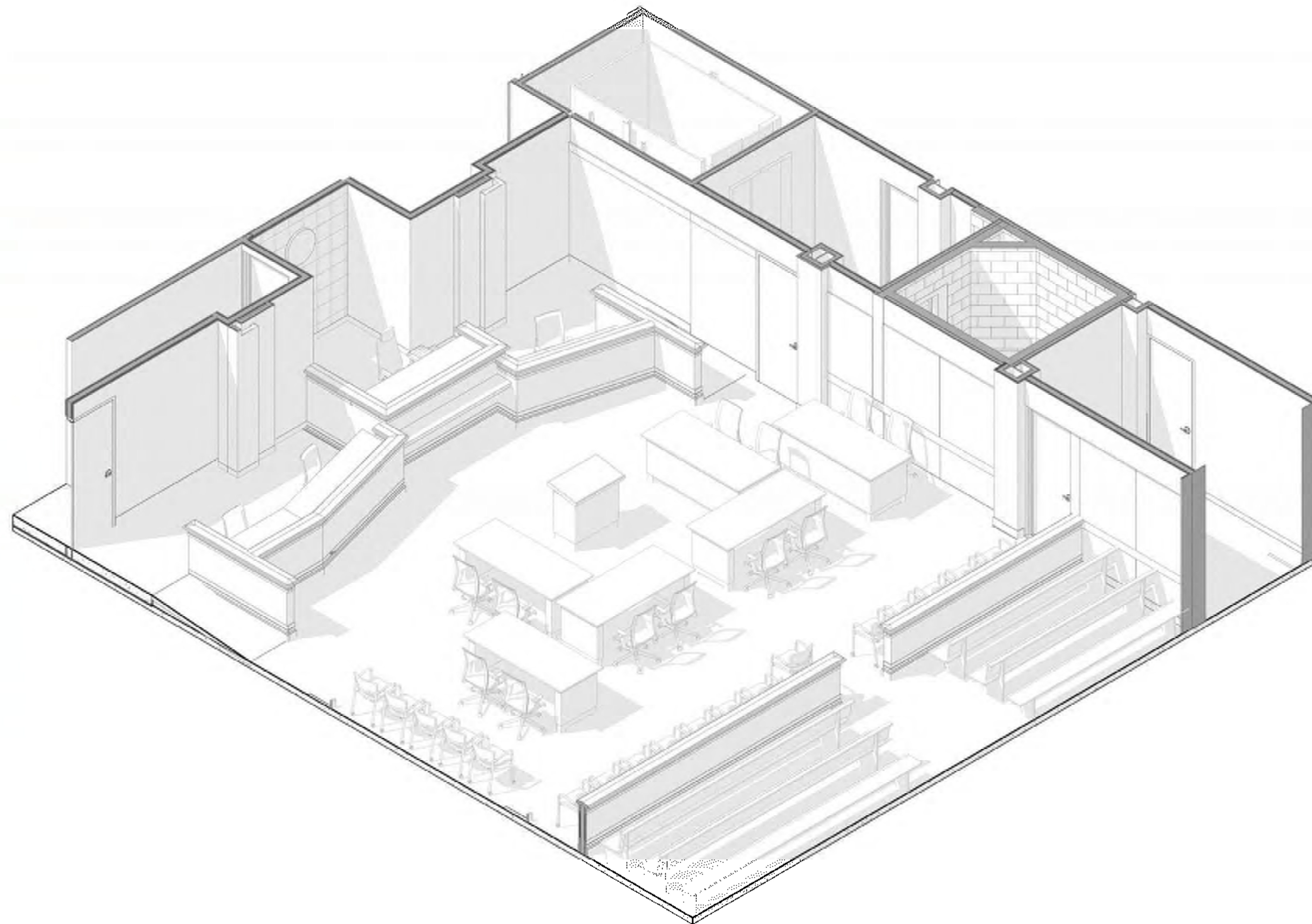
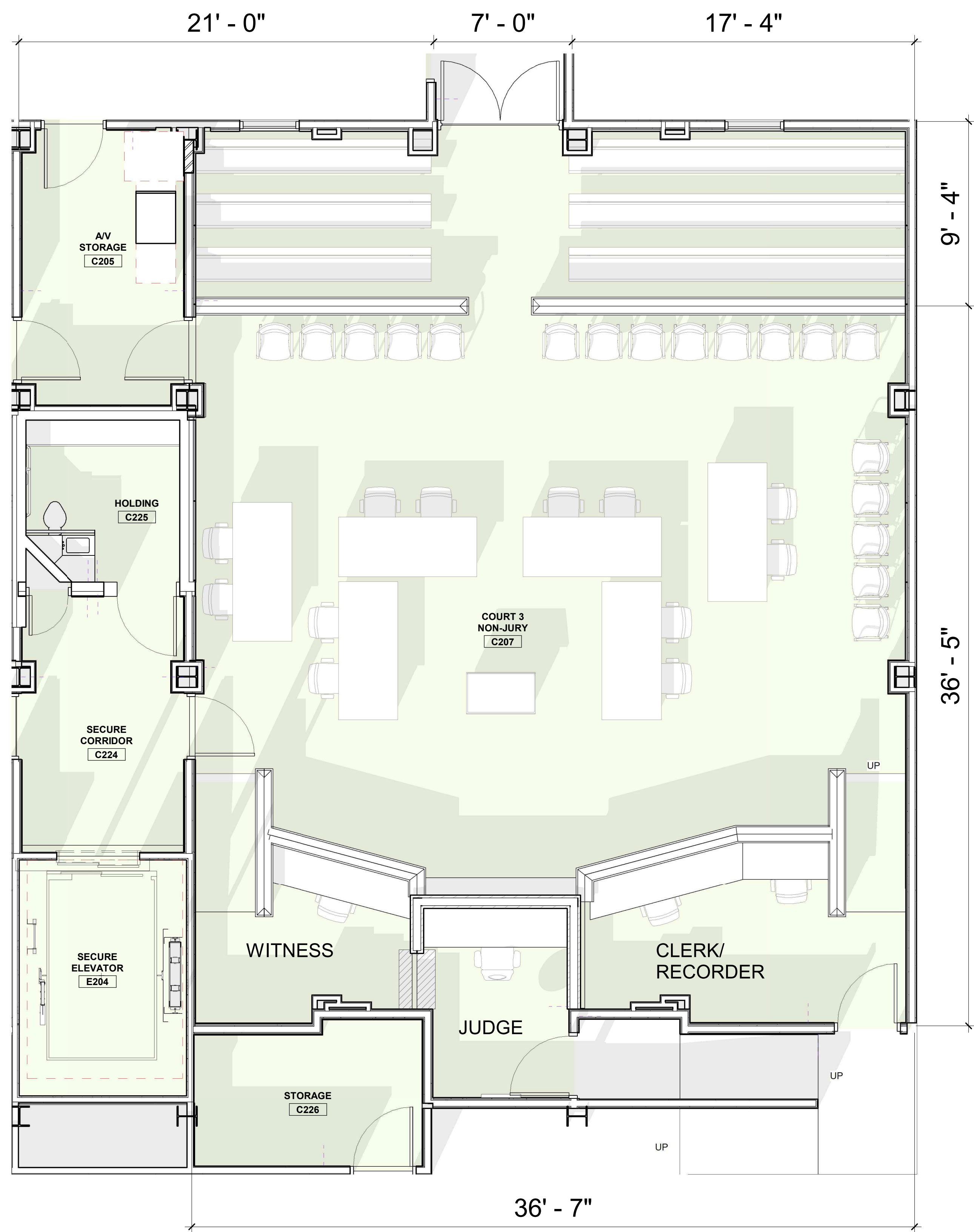
FLOOR 01 - COURTROOM



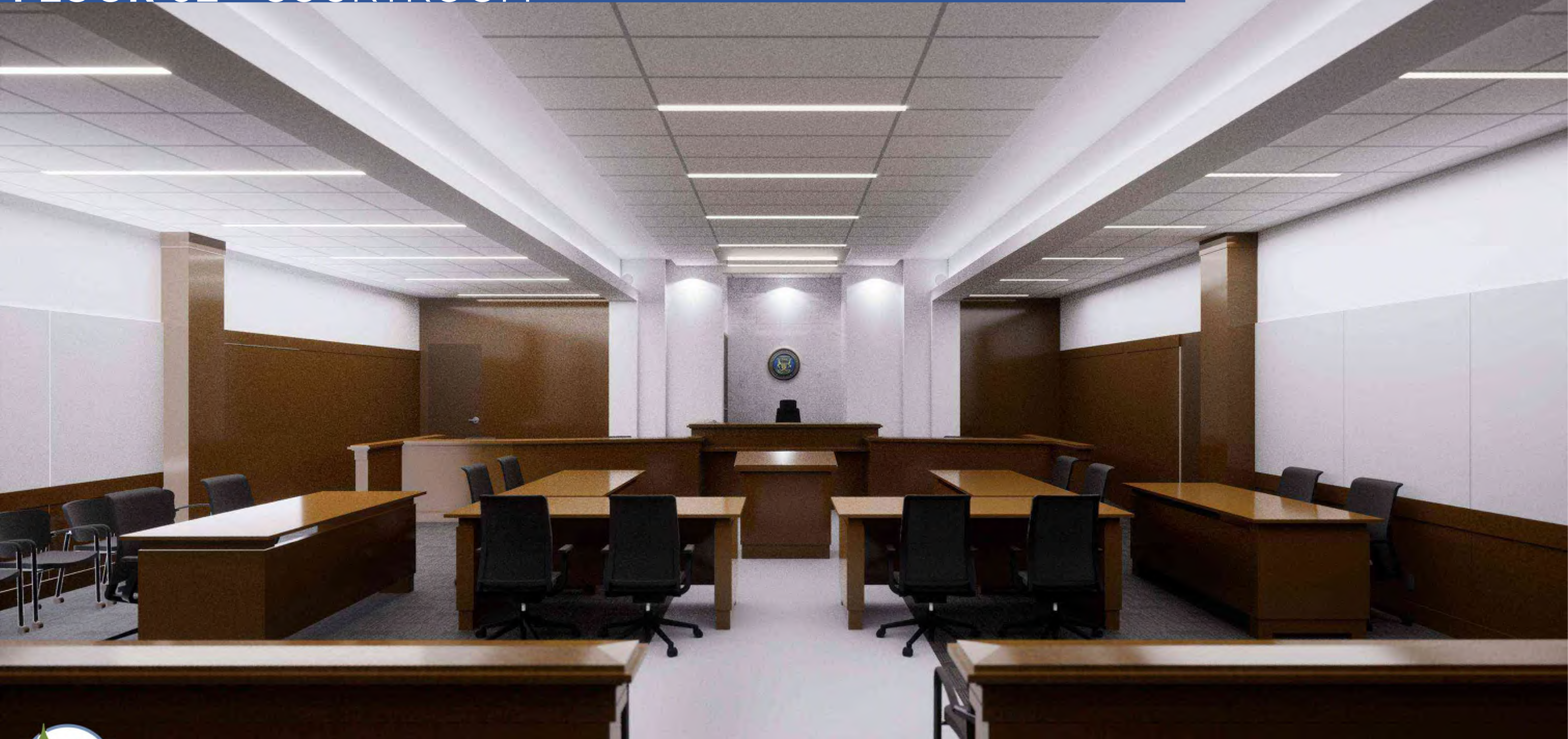
FLOOR 01 - COURTROOM



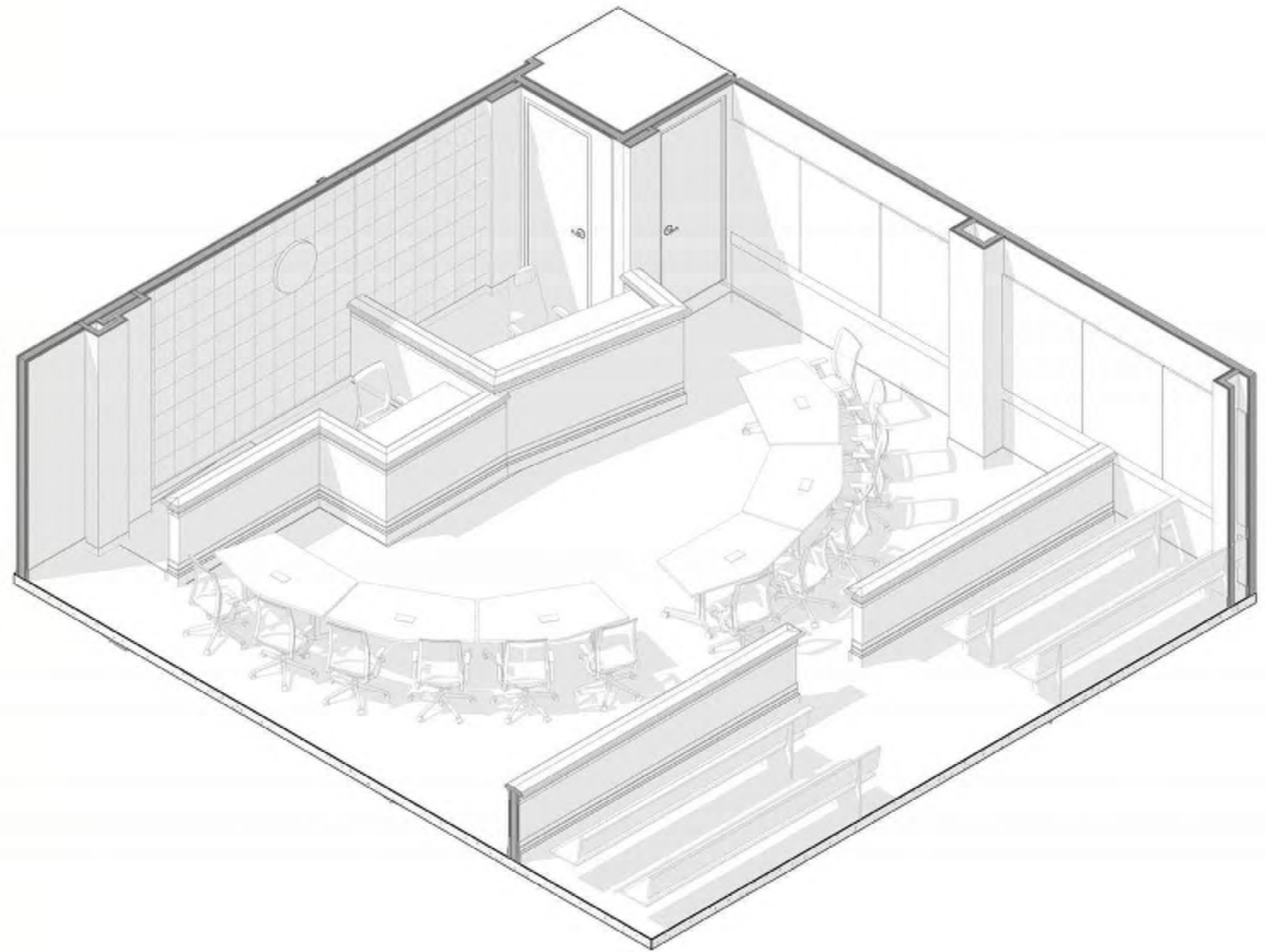
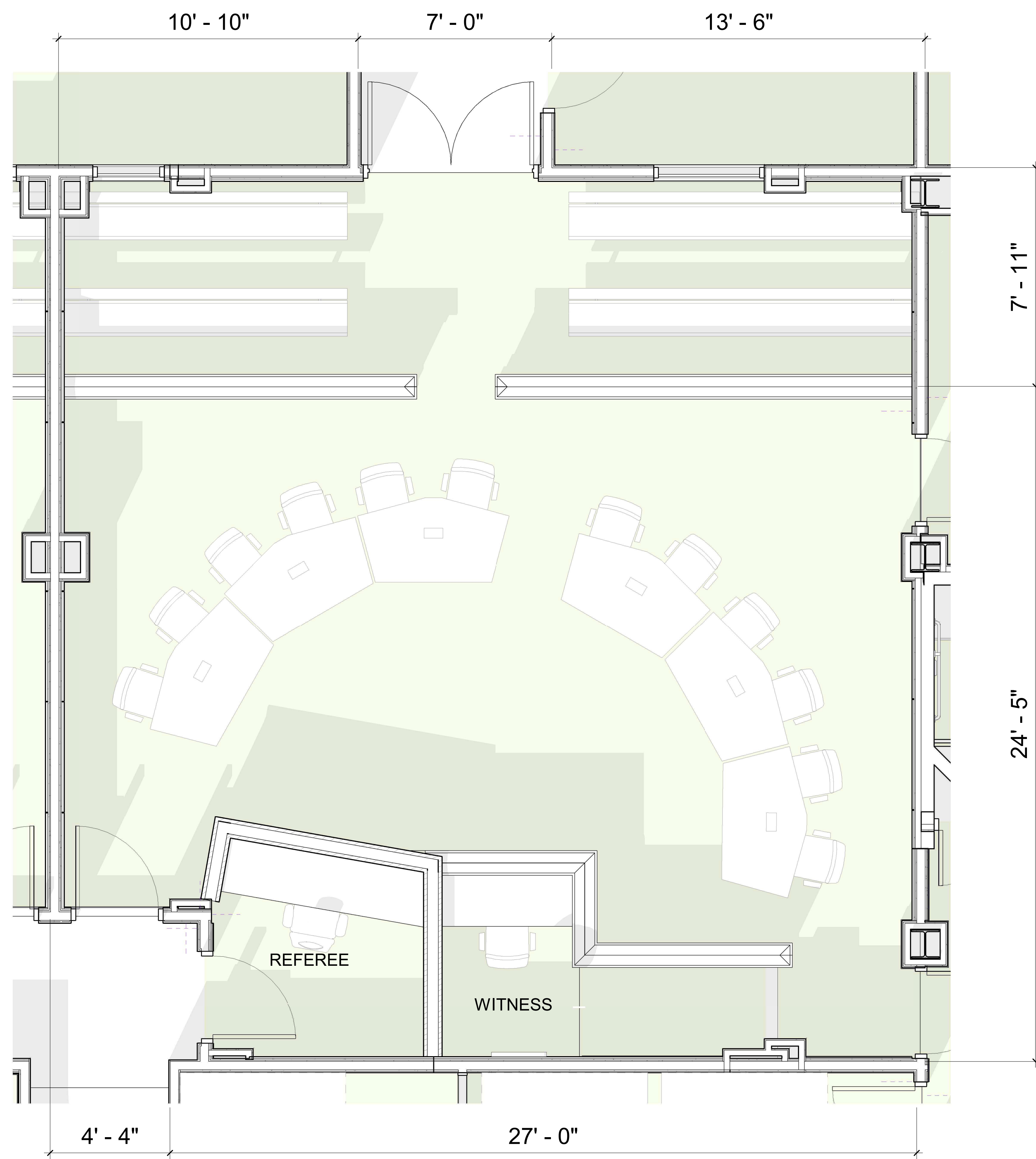
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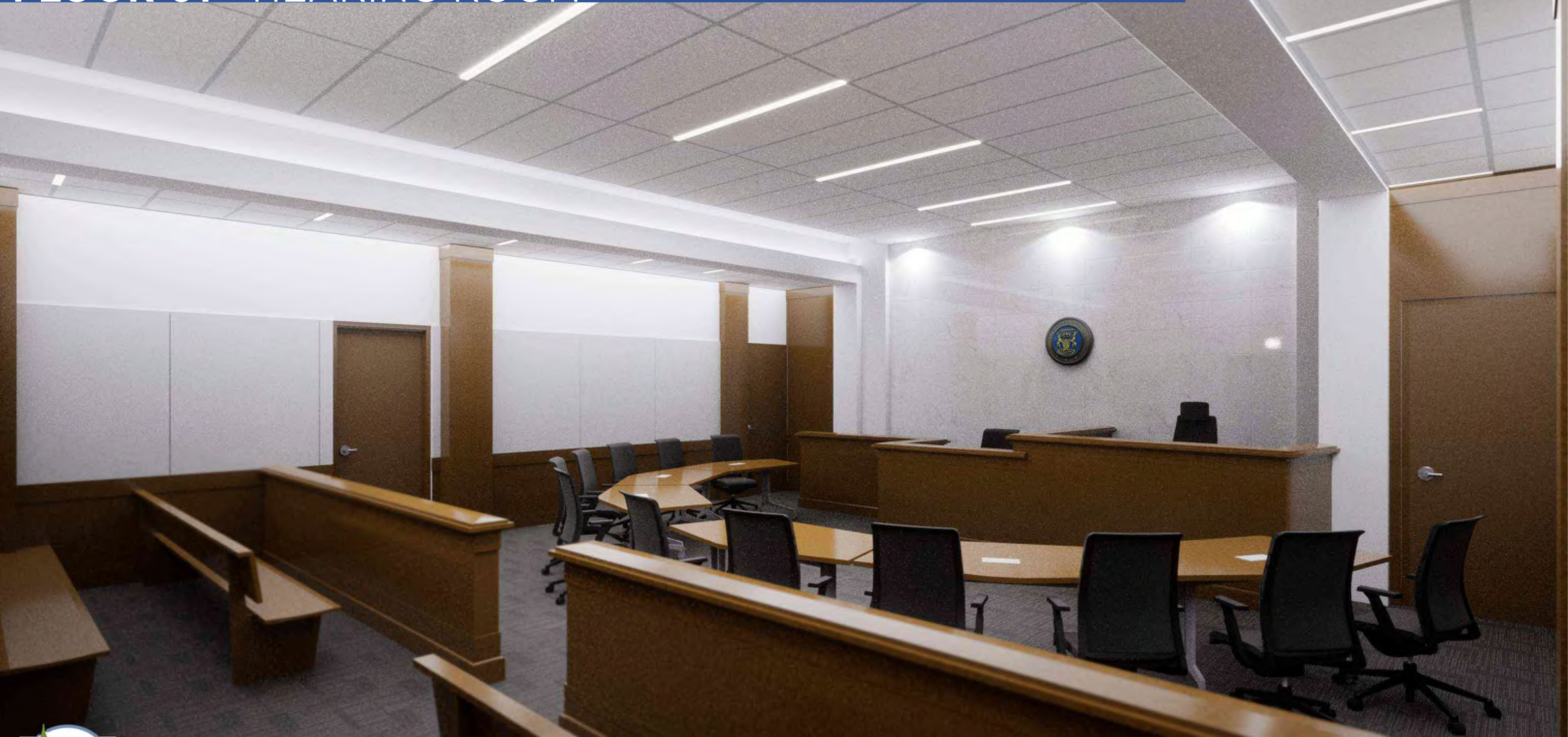
FLOOR 02 - COURTROOM



FLOOR 01 - HEARING ROOM



FLOOR 01 - HEARING ROOM



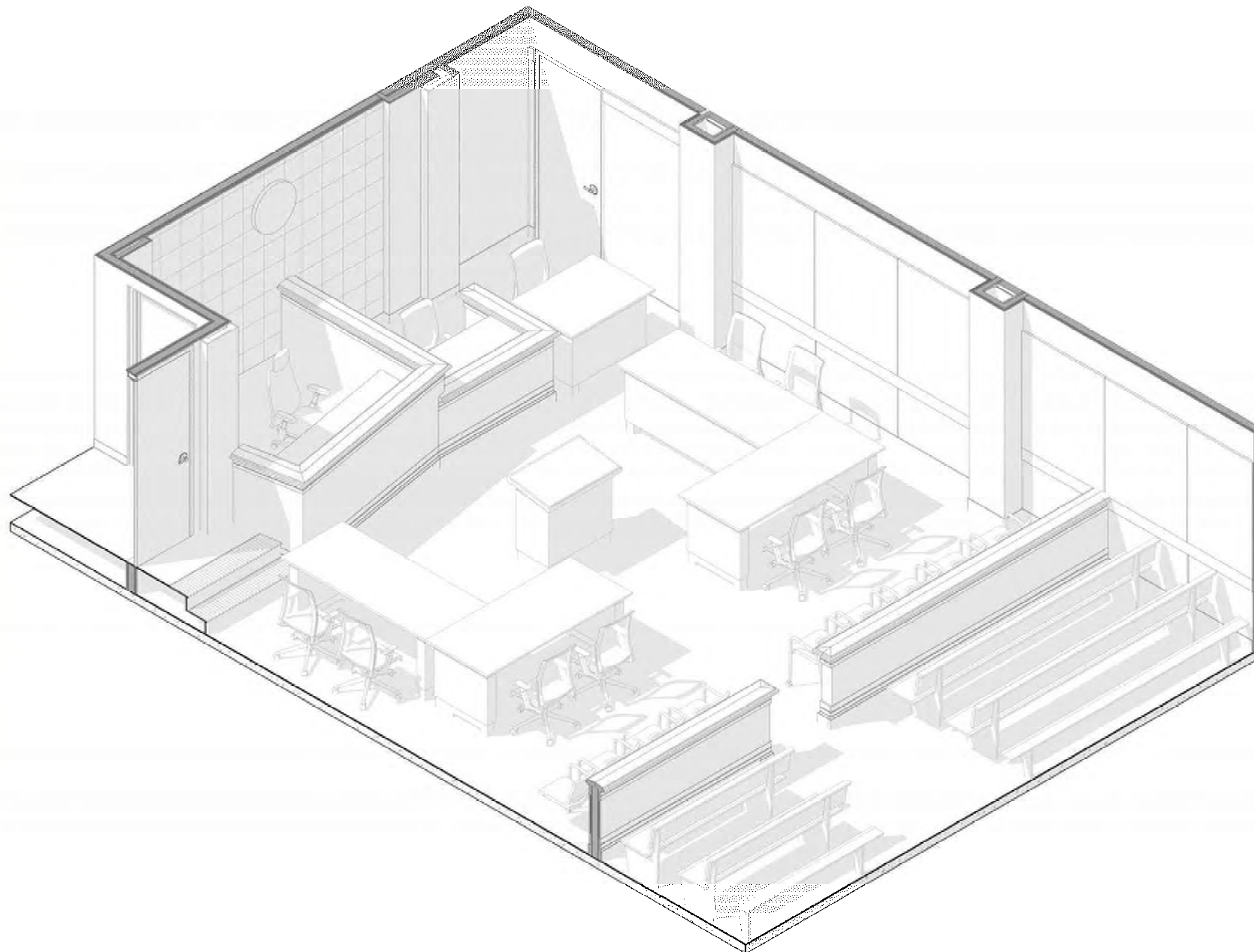
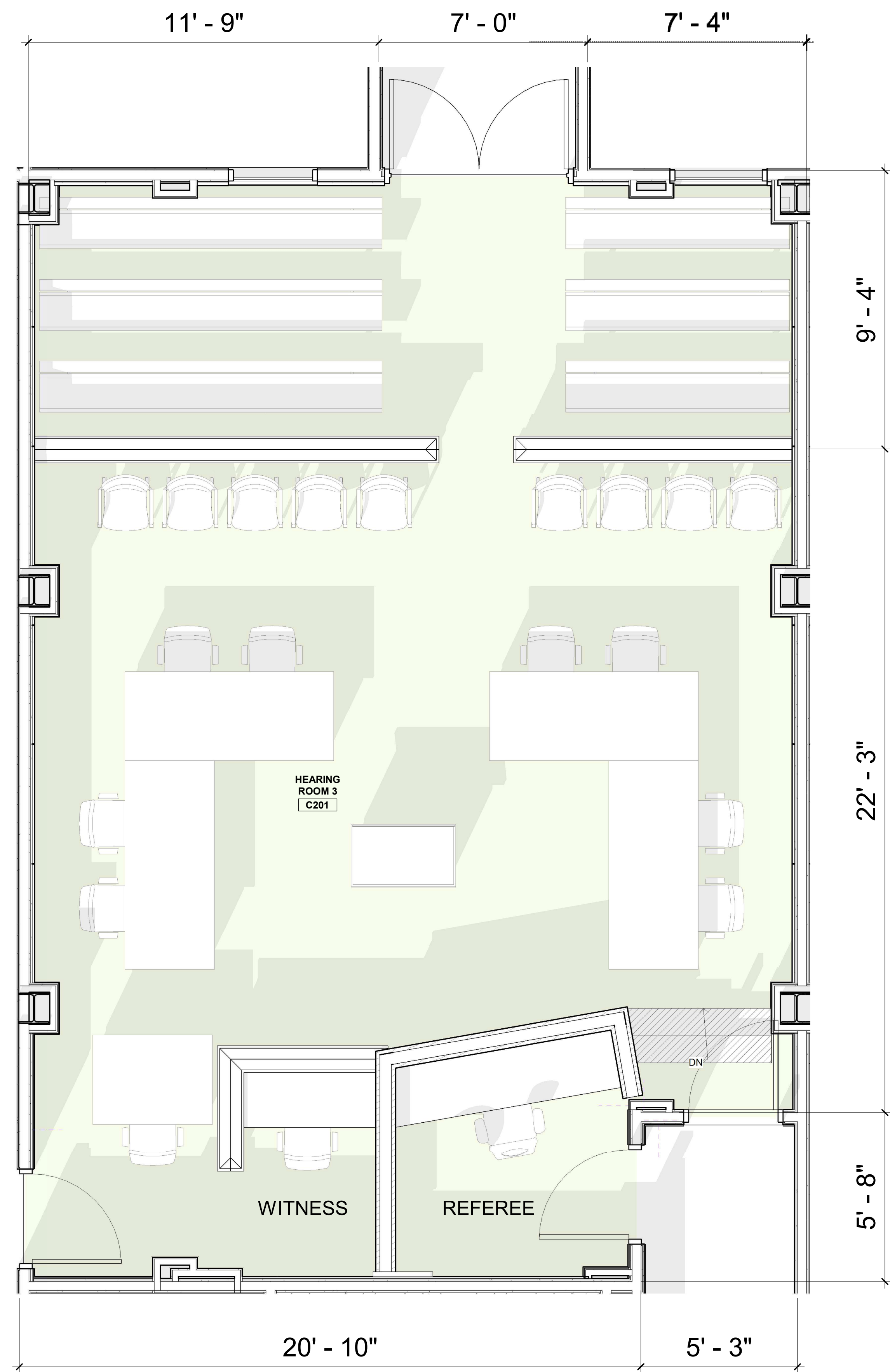
FLOOR 01 - HEARING ROOM



Ottawa County
Family Justice Center – Design Review 03.15.22



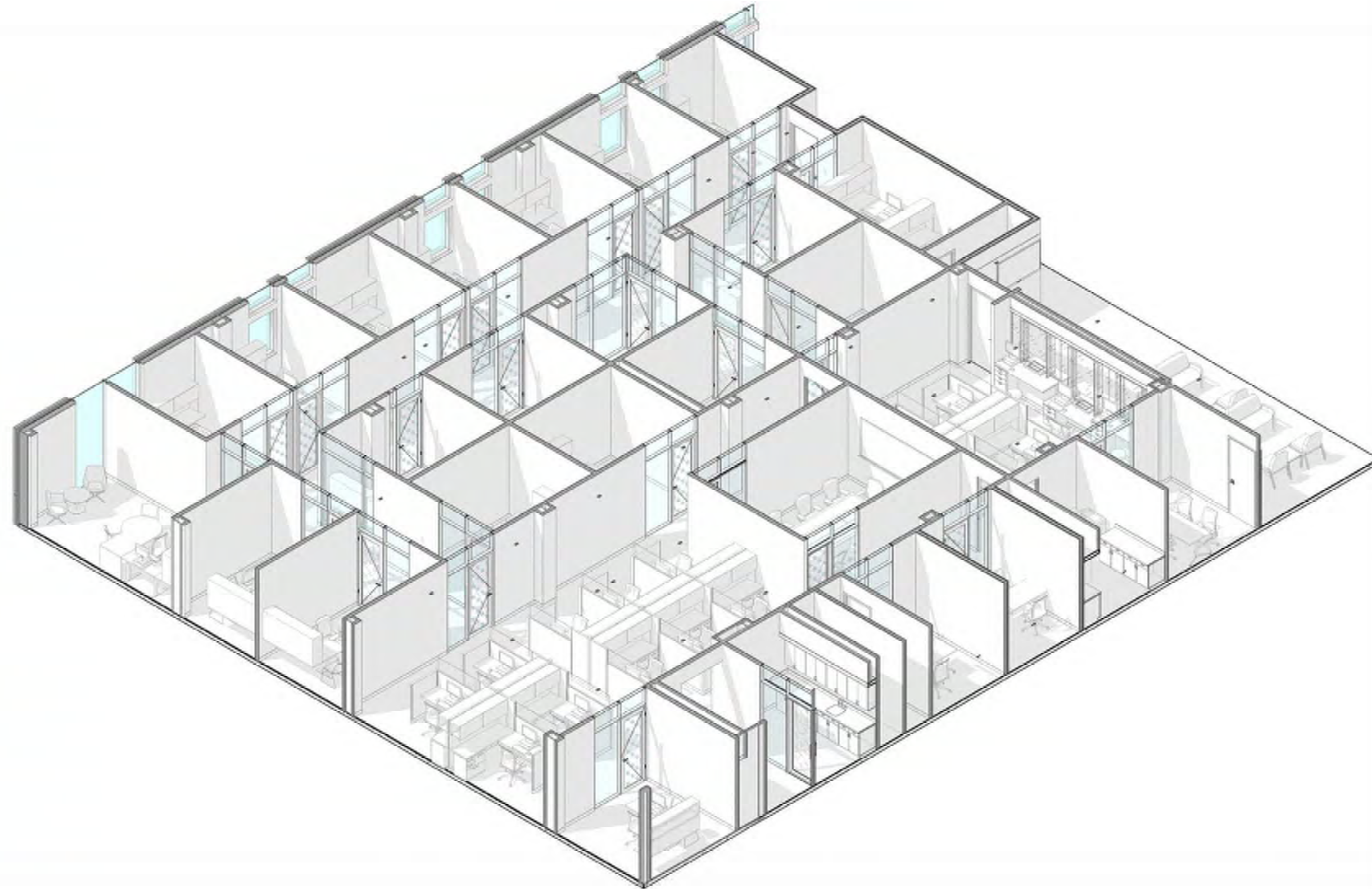
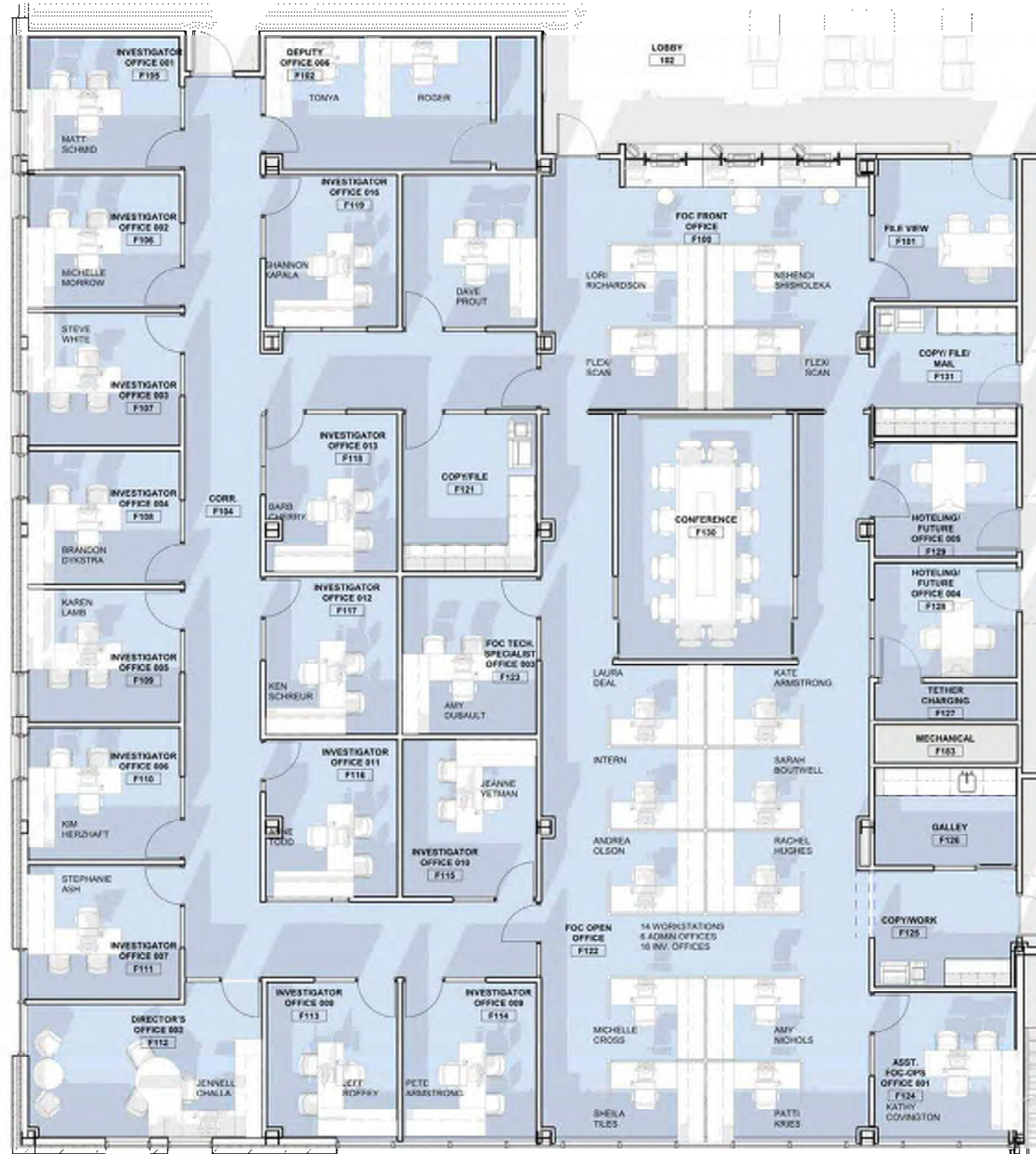
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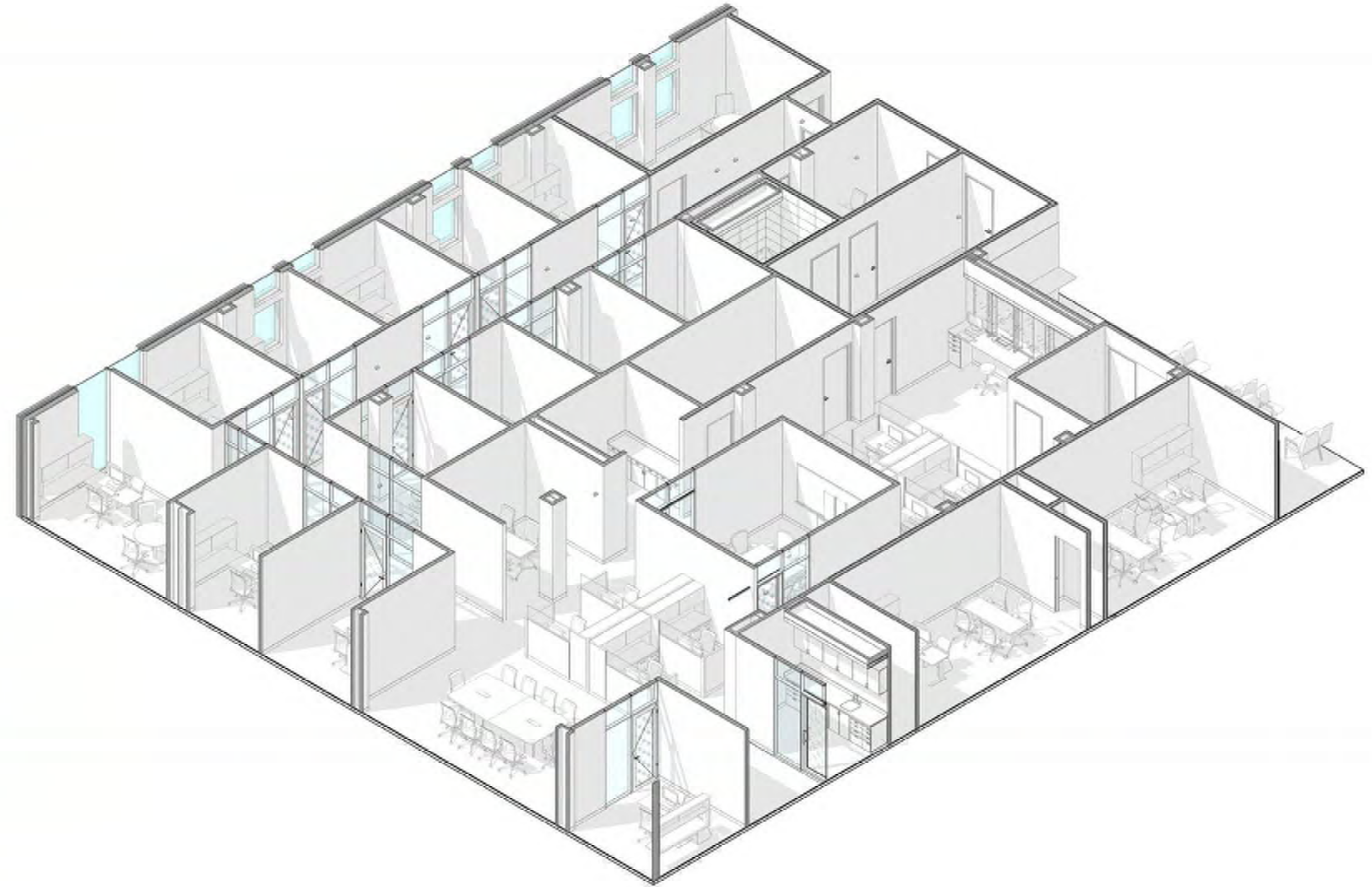
FLOOR 02 - HEARING ROOM



FLOOR 01 - FRIEND OF THE COURT



FLOOR 02 - JUVENILE ADMINISTRATION



FLOOR 01 – LOBBY VIEW



Ottawa County
Family Justice Center – Design Review 03.15.22



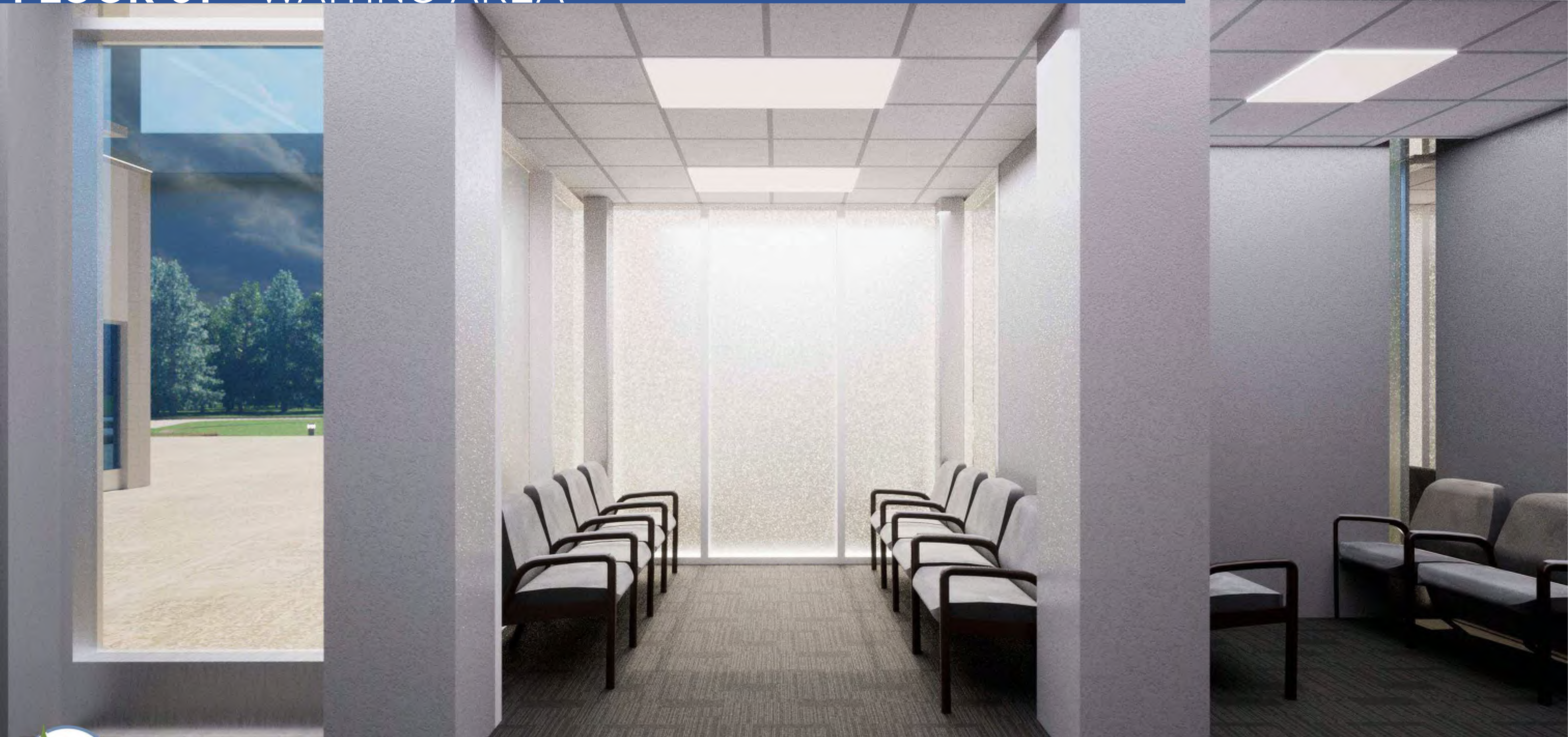
FLOOR 01 – LOBBY VIEW



Ottawa County
Family Justice Center – Design Review 03.15.22



FLOOR 01 - WAITING AREA



FLOOR 02 - LOBBY VIEW



Ottawa County
Family Justice Center – Design Review 03.15.22



FLOOR 02 - LOBBY VIEW



FLOOR 02 - LOBBY VIEW



Ottawa County
Family Justice Center – Design Review 03.15.22



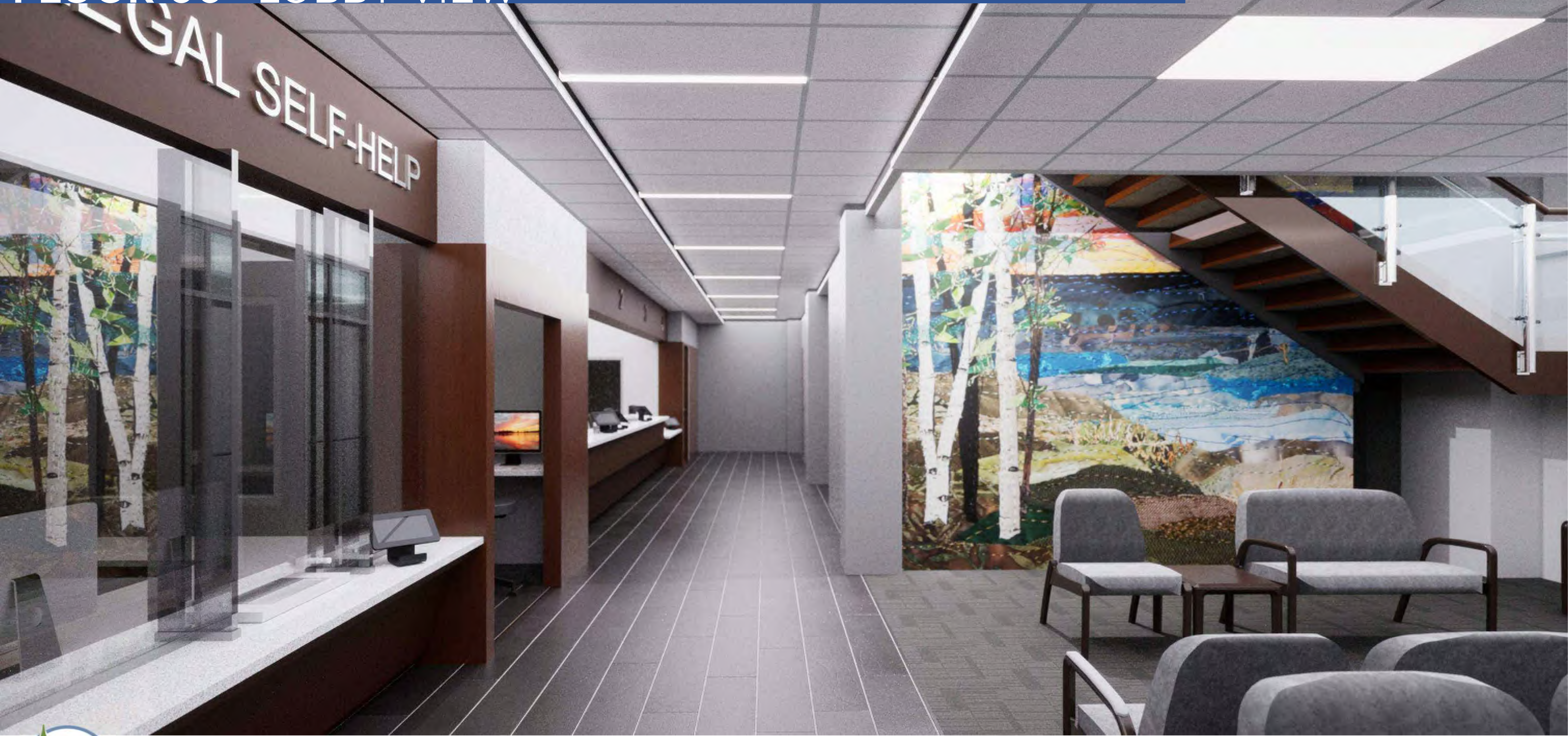
PUBLIC – CAFE



Ottawa County
Family Justice Center – Design Review 03.15.22



FLOOR 00- LOBBY VIEW



FLOOR 01- FOC



FLOOR 00 – MULTI-PURPOSE



STAFF - BREAK ROOM



VIEW - MAIN ENTRY



Ottawa County
Family Justice Center - Design Review 03.15.22



VIEW - MAIN ENTRY



Ottawa County
Family Justice Center – Design Review 03.15.22



Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Allocation of 2021 Unassigned Fund Balance

Suggested Motion:

To approve the recommendation to transfer \$2,000,000 and \$906,011 of the General Fund unassigned fund balance to the Family Justice Center Building Authority project and to the Capital Projects Fund, respectively.

Summary of Request:

The Fund Balance Policy establishes the General Fund unassigned fund balance of 20-25%. As of September 30, 2021, the balance was \$21,265,170 or 28.96%.

In light of the uncertain economic times, the recommendation is to have the 25% maximum allowable fund balance or \$18,359,159 in order to maintain operational flexibility in the current fiscal year.

Administration recommends that the excess reserves over 25% or \$2,906,011 be transferred to the Family Justice Center Building Authority project (\$2 million) and to the Capital Improvement Fund (\$906,011). This recommendation is consistent with the fund balance policy in that it is a one-time expenditure.

Financial Information:

Total Cost:	General Fund Cost:	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 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 03/15/2022

Finance and Administration Committee

Action Request



Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Contract of Lease and Ground Lease

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Contract of Lease and resolution for Ground Lease with the Ottawa County Building Authority.

Summary of Request:

This action item is a Contract of Lease and Ground Lease between the County of Ottawa and the Ottawa County Building Authority. The lease term provides for a 25 year term, and termination not later than May 1, 2048.

The County will be obligated to make cash rental payments to the Ottawa County Building Authority in amount sufficient to pay the principal and interest on the bonds to be issued by the Ottawa County Building Authority and that the full faith and credit of the County of Ottawa will be pledged for the making of said cash rental payments as a limited tax first budget obligation.

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 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 03/15/2022

Finance and Administration Committee

RE: RESOLUTION APPROVING GROUND LEASE AND CONTRACT OF LEASE

Submitted by Commissioner _____:

Mr. Chairperson, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County of Ottawa (the "County") has incorporated the Ottawa County Building Authority (the "Authority"); and

WHEREAS, there has been presented to this Board of Commissioners a proposed Ground Lease (the "Ground Lease") and a proposed Full Faith and Credit General Obligation Contract of Lease (the "Contract of Lease") each dated as of April 1, 2022, and each between the County and the Authority with respect to the acquisition, construction and equipping of a new Family Courthouse in the County (the "Project"); and

WHEREAS, it is necessary and desirable for the County to enter into the Ground Lease and the Contract of Lease with the Authority.

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

1. The Ground Lease and the Contract of Lease are each approved and the Chairman of the Board of Commissioners and the County Clerk are authorized and directed to execute the

Ground Lease and the Contract of Lease on behalf of the County and to deliver the same to the Authority.

2. The Chairman of the Board of Commissioners and the County Clerk shall execute and deliver as many copies of the Ground Lease and the Contract of Lease as they shall, in their discretion, deem necessary or desirable.

3. Copies of the Ground Lease and the Contract of Lease as this day presented to this Board of Commissioners shall be attached to the minutes of this meeting and placed on file with the County Clerk.

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

YEAS: _____

NAYS: _____

RESOLUTION ADOPTED.

STATE OF MICHIGAN)
) ss
COUNTY OF OTTAWA)

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Ottawa at a regular meeting held on March 24, 2022, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

Clerk
County of Ottawa

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION CONTRACT OF LEASE made as of April 1, 2022, by and between the OTTAWA COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF OTTAWA (sometimes hereinafter referred to as the "County"), a home rule County organized and existing under the constitution and laws of the State of Michigan.

W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purposes set forth in Act 31; and

WHEREAS, the County has determined to acquire, construct and equip a new Family Courthouse in the County (the "Project"); and

WHEREAS, it is proposed that the Authority acquire, construct, furnish and equip the Project and finance part the cost of the Project by the issuance of building authority bonds payable from cash rentals to be paid by the County to the Authority pursuant to this Contract of Lease; and

WHEREAS, an estimate of 25 years and upwards as the period of usefulness of the Project and an estimate of \$32,000,000 as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

WHEREAS, in order to provide for the acquisition, construction, furnishing, equipping and financing of the Project and to make possible the issuance of building authority bonds to defray part of the cost of the Project it is necessary for the parties to enter into this Contract of Lease.

THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. The Authority, as soon as practicable after the effective date of this Contract of Lease, shall proceed to issue its building authority bonds in the aggregate principal amount of \$30,000,000 (or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray part of the cost of the Project) pursuant to and in accordance with the provisions of Act 31, for the purpose of defraying part of the cost of acquiring, constructing, furnishing and equipping the Project and shall pledge for the payment of the principal of and interest on the bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds or term bonds dated as of such date as shall be

determined by the Authority, shall bear interest at a rate or rates not to exceed 5% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority shall deposit such proceeds (other than any premium and accrued interest received from the purchaser of the bonds and any capitalized interest, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depository account and from which shall be paid part of the cost of the Project including the costs of issuing the bonds.

2. After the building authority bonds have been sold, the Authority shall acquire, construct, furnish and equip the Project. The Project shall be acquired, constructed, furnished and equipped in substantial compliance with the final plans and specifications to be prepared by DLZ Corporation. The County Board of Commissioners shall approve the final plans and specifications on behalf of the County and the Commission of the Authority shall approve the final plans and specifications on behalf of the Authority. No major changes in the Project shall be made without the approval of the County Board of Commissioners on behalf of the County and the Commission of the Authority. The estimate of cost and the estimate of the period of usefulness of the Project are set forth on Exhibit A attached hereto and are approved and adopted. The cost of the Project shall include not only the direct costs of acquiring, constructing, furnishing and equipping the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, capitalized interest, bond discount, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds. Costs of the Project incurred by the County prior to the issuance of bonds shall be reimbursed to the County from the construction fund.

The Project shall be located on land leased by the County to the Authority pursuant to the Ground Lease, dated as of April 1, 2022, between the County and the Authority

3. In the event that the Authority at any time shall determine that the Project cannot be completed within the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken: (a) the County shall pay or cause to be paid to the Authority in cash the additional amount required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.

4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be returned to the County provided, however, that the amount returned to the County shall not exceed the amount of the County's payment to the Authority pursuant to Section 3 hereof. If moneys remain in the construction fund after the return of moneys to the County pursuant to the preceding sentence, the moneys remaining shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other projects of the Authority to be leased to the County if such use is approved by the State Treasurer of the State of Michigan and the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund, and the County shall receive a credit against the cash rental payments due under this Contract of Lease to the extent of the moneys deposited in the bond and interest redemption fund and used to pay the principal of and interest on bonds in the manner provided in the ordinance or resolution authorizing the bonds.

5. The Authority shall require the contractor or contractors for the construction of any part of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County Administrator. All such insurance shall be made effective from the commencement of construction of the Project. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. The Authority hereby leases the Project to the County for a term commencing on the effective date of this Contract of Lease and ending on May 1, 2048, or such earlier date as hereinafter provided. Possession of the Project shall vest in the County upon its completion. When all of the building authority bonds issued by the Authority to finance the Project have been retired the Authority shall convey to the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the fifteenth day of the month preceding the first date that any non-capitalized interest shall become due on the bonds and semi-annually thereafter while any of the bonds remain outstanding the County shall pay to the Authority an amount sufficient to pay the interest due on the bonds on the first day of the following month. On the fifteenth day of the month preceding the first principal payment date and annually thereafter while any of the bonds are outstanding the County shall pay the Authority an amount sufficient to pay the principal due on the bonds on the first day of the following month. If for any reason the cash rental payments made by the County are not used to pay the principal of and interest on the bonds, the County agrees to pay to the bondholders on behalf of the Authority as additional cash rental such amounts as are necessary to pay such principal and interest. The County hereby pledges its full faith and credit for the payment of the

cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental, which taxes shall be subject to applicable constitutional, statutory and charter tax limitations. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand or anticipated to be on hand that have been set aside and earmarked for payment of its obligations for which a tax levy otherwise would have to be made, then the tax levy may be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenable.

8. The County may pay in advance to the Authority any cash rental payments herein required to be made, and in such event and to the extent the advance cash rental payments are used to pay the principal of and interest on the bonds the County shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the Bond and Interest Redemption Fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts that otherwise would have been payable as semi-annual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semi-annual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

9. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be general obligations of the County.

10. The County, at its own expense, shall operate and maintain the Project and shall keep the same in good condition and repair. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel, services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a general obligation of the County.

11. The County shall provide or cause to be provided, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount that is at least

equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of commencing the acquisition and construction of the Project. In the event of the partial or total destruction of the Project during or after construction or acquisition, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereby shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and used to pay the principal of and interest on the bonds, the County shall receive appropriate credits on future cash rental payments due to the extent such moneys are used to pay the principal of and interest on the bonds.

12. The County shall provide or cause to be provided adequate liability insurance protecting the County, the Authority and the members of the Commission of the Authority against loss on account of damage or injury to persons or property imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Commission of the Authority or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of commencing the acquisition and construction of the Project.

13. The County shall hold the Authority and the members of its Commission harmless and keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project. The County shall, at its own expense, make any changes or alterations in, on or about the Project that may be required, subsequent to completion of the Project, by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of its Commission harmless and free from all cost or damage in respect thereto.

14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.

15. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.

16. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance the

Project, it is hereby declared that this Contract of Lease is made for the benefit of the holders of the bonds as well as for the benefit of the parties and that the holders shall have contractual rights herein. In the event of any default on the part of the County, the Authority and the holders of the bonds shall have all rights and remedies provided by law and especially by Act 31. The parties further covenant and agree that they will not do or permit to be done any act, and that this Contract of Lease will not be amended in any manner, which would impair the security of the bonds or the rights of the holders thereof. An amendment of this Contract of Lease to authorize the issuance of additional building authority bonds and providing for the payment of additional cash rentals for the payment thereof shall not be deemed to impair the security of the bonds or the rights of the holders.

17. This Contract of Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns: Provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made that would impair the security of the bonds or the rights of the holders thereof.

18. Additional building authority bonds of equal standing with the bonds herein authorized, in addition to those for which provision is made in Section 3, may be issued for the purpose of making improvements or additions to the Project: Provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other projects for lease to the County.

19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to April 1, 2023, the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution adopted by their respective governing bodies either before or after such date.

20. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its County Board, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk, and in the case of the Authority, to the Chairperson or the Secretary of its Commission.

21. In the event there shall occur changes in the constitution or statutes of the State of Michigan that shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. This Contract of Lease shall become effective as of its date and shall terminate on May 1, 2048, unless terminated prior to such date in accordance with the provisions hereof.

IN WITNESS WHEREOF, the OTTAWA COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF OTTAWA, by its County Board of Commissioners, each have caused this Contract of Lease to be signed in its name, for and on its behalf, by its duly authorized officers, as of the day and year first above written.

WITNESSES to Signatures
of Authority Officers:

COUNTY OF OTTAWA
BUILDING AUTHORITY

By: _____

Its: Chairperson

And: _____

Its: Secretary

WITNESSES to Signatures
of County Officers:

COUNTY OF OTTAWA

By: _____

Its: Chairman

And: _____

Its: Clerk

EXHIBIT A

ESTIMATE OF COST

[Attach]

The estimated period of usefulness of the Project is 25 years and upwards.

GROUND LEASE

THIS GROUND LEASE made and entered into as of April 1, 2022, by and between the COUNTY OF OTTAWA, Michigan (hereinafter referred to as the "County"), and the OTTAWA COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority") a building authority organized and existing under the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31").

W I T N E S S E T H

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31, for the purposes set forth in Act 31; and

WHEREAS, the County is in need of acquiring, constructing, and equipping a new Family Courthouse in the County; and

WHEREAS, under the terms of Act 31 the Authority has power to acquire, construct and equip the aforementioned building (collectively, the "Project"), to lease the Project to the County for a period not exceeding forty (40) years and to finance the Project by the issuance of building authority bonds which bonds are to be issued by the Authority and will be payable from the rentals received from the County for the use of the Project, in accordance with Act 31; and

WHEREAS, the Authority is willing to acquire, construct and equip the Project on the site hereby leased to the Authority and to lease back the Project to the County, which Project will cost approximately \$32,000,000; and

WHEREAS, as a prerequisite to the issuance of such building authority bonds to finance all or part of the cost of the Project, it is necessary for the parties to enter into this Ground Lease, whereby the County will lease to the Authority the site for the Project for a period extending beyond the last maturity date of the bonds, but not to exceed a period of forty (40) years.

THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreements and covenants of each other as herein contained, as follows:

1. The County does hereby let and lease to the Authority, and the Authority does hereby hire from the County, the premises described on Exhibit A which is attached hereto and by this reference is made a part hereof. The County shall be entitled to occupy and use the property and any buildings, structures or facilities located on the premises described on Exhibit A during the term of this Ground Lease. The term of this Ground Lease shall commence on the effective date of the Contract of Lease between the parties dated April 1, 2022 (the "Contract of

Lease") and shall terminate on May 1, 2048, unless terminated prior to such date in accordance with the provisions hereof.

2. The Authority shall pay rent to the County for the site hereby leased at the rate of One Dollar (\$1.00) per year due and payable on the anniversary date of this lease and every year during the term thereof.

3. It is mutually agreed that the Authority shall acquire, construct and equip the Project on the site hereby leased as provided by and in accordance with the Contract of Lease.

4. The Authority shall have, and is hereby granted, access to and use of the existing property owned by the County, at the site described on Exhibit A, during the acquisition, construction and equipping of the Project to the extent required for completion of such acquisition, construction and equipping.

5. It is mutually agreed between the County and the Authority that, upon the termination of the term of this lease, the premises leased hereby and all improvements thereon and the title to the same shall revert to the County.

6. This Ground Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

7. This Ground Lease shall remain in full force and effect for the period herein provided but shall terminate immediately following such time, prior to May 1, 2048, when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority incurred with respect to the acquisition, construction and equipping of the Project and the leasing of the Project to the County.

8. In the event that the Authority for any reason, cannot issue its building authority bonds to finance the Project prior to April 1, 2023, this Ground Lease shall terminate. The provisions of this Section 8 may be extended or waived by the parties by resolution of their respective governing bodies.

IN WITNESS WHEREOF, the County, by its County Board of Commissioners, and the Authority, by its Commission, have each caused its name to be signed to this instrument by its duly authorized officers, as of the day and year first written above.

Witnesses to Signatures of
County Officers

COUNTY OF OTTAWA

By: _____
Chairman

And: _____
County Clerk

Witnesses to Signatures of
Building Authority Officers

OTTAWA COUNTY BUILDING
AUTHORITY

By: _____
Chairperson

And: _____
Secretary

EXHIBIT A

Lands and premises located in the County of Ottawa, Michigan, described as follows:

E 1/2 OF NW FRL 1/4, ALSO NE FRL 1/4, EXC S 495 FT OF W 495 FT OF SE 1/4 OF NE 1/4. SEC 4 T6N R15W 225.95 A M/L LOCATED ON THIS PARCEL BLL 70-12-04-200-903, BLL 70-12-04-200-904

4834-0296-4475 v1 [90084-14]

Action Request



Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Facilities Maintenance
Submitted By:	Blake Upright
Agenda Item:	Grand Haven Courthouse Boiler Stack Replacement Project

Suggested Motion:

To approve the low bid from Mall City Mechanical in the amount of \$161,425.00.

Summary of Request:

The existing boiler exhaust vent stack at the Grand Haven Courthouse is deteriorating and becoming unsafe. In an effort to avoid an untimely shutdown of the boiler system, we are proposing to replace the vent stack. The project scope also includes the replacement of the two leaking valves that are part of the boiler heating water loop, correcting the intake air grates' air flow into the air handler and the addition of a security door installation in the hallway of the third floor. It is a good time to replace the valves and the intake air, as we have to shut down the boilers in order to replace the vent stack. The project will call for drywall removal and repair as well, so adding in the security door at the same time will limit the amount of redundant work and trades, as it is in the same area as the vent stack on the third floor.

Financial Information:

Total Cost: \$161,425.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
--------------------------	---------------------------	---------------------	---	-----------------------------	------------------------------

If not included in budget, recommended funding source:

Capital Projects Fund

Action is Related to an Activity Which Is:	<input type="checkbox"/> Mandated	<input checked="" type="checkbox"/> Non-Mandated	<input type="checkbox"/> 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: 03/15/2022

Finance and Administration Committee

ITB 22-01 58th District Court Boiler Improvements

Bid Tabulation

Company		Mall City Mechanical	Mark of the Z
Date/Time Received		2/14/22 at 1:51 PM ET	2/14/22 at 1:32 PM ET
Required Attachments		Yes	Yes
Bid Bond		Yes	Yes
Attended Pre-Bid Visit		Yes	Yes
Office Location		Grand Rapids, MI	Rockford, MI
History/Background		Business since 1985, full service solution to operations management.	Business since 1984, with 6-14 employees.
Pricing	Materials	\$88,482.00	\$142,375.00
	Labor	\$56,067.00	\$176,555.00
	Performance Bond	\$2,201.00	\$9,625.00
	Shipping, Handling, Delivery	\$0.00	\$0.00
	Warranty	\$0.00	\$0.00
	Contingency (10%)	\$14,675.00	\$32,855.00 not included in total provided
	Other	\$0.00	\$0.00
Total Lump Sum		\$161,425.00	\$361,410.00 Note: total provided was \$328,555.00
Subcontractors		Subcontractors for general trades. MCM for mechanical, controls, and electrical.	Provided list of subcontractors and related work.
Project Timeline		4-6 Lead time. Approximately 2 month for start to finish completion.	5-8 weeks from order. Expected project +/- 6 weeks. August 12, 2022 date.
Quality Assurance			States has QA Plan.
Warranty		1 year parts and labor	1 year parts and labor. Installation for 1 year.
Other Information			County will have to be flexible for orders as plans/time frames change outside of their control.
References		Granger Construction, WMU Business Operations, GMCH	Chippewa Hills School, Kentwood Courthouse, Ryzebol Dairy
Other Info / County Comments		Verified Bid Bond with EMC - Michael Maher on 2/16/22. Reviewed references.	

Received 2:00 PM ET on 2/14/22 by Sandra Brinks, Buyer-Fiscal



Ottawa County

Fiscal Services Department – Purchasing
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460

Phone 616-738-4855
e-mail: purchasing.rfp@miottawa.org

March 5, 2022

Derek Rowe, President
Mall City Mechanical, Inc.
2716 Courier Ct NW Suite F
Grand Rapids, MI 49534
Via email: mheinze@mcm-team.com

RE: Notice of Intent to Award: ITB 22-01 58th District Court Boiler Improvements

Dear Mr. Rowe and Mr. Heinze

Hello! Thank you for participating in the invitation to bid to provide boiler improvements at the Ottawa County 58th District Court, located at 414 Washington Avenue, Grand Haven, Michigan. The County reviewed submission requirements were met and identified the lowest responsive, responsible bidder. Evaluation of the submitted bids has been completed.

We are pleased to notify you that Mall City Mechanical, Inc. was the lowest, responsive and responsible bidder and it is the County's intention to approve for award a contract for the base bid of \$146,750.00 with a ten percent contingency allowance of \$14,675.00 for a total of \$161,425.00 (one hundred sixty-one thousand, four hundred and twenty-five dollars).

Thank you, again and we look forward to working with you!
Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy Bodbyl-Mast'.

Amy Bodbyl-Mast,
Purchasing Manager

SECTION 00 4100 BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Ottawa County (Owner)
12220 Fillmore Street
West Olive, Michigan 49460

1.02 FOR:

- A. Project: Ottawa County 58th District Court - Grand Haven Boiler Improvements
- B. Project Number: 74210023
- C. Project Location:
Ottawa County 58th District Court Grand Haven
414 Washington Ave.
Grand Haven, Michigan 49417

1.03 DATE: FEBRUARY 14, 2022 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name MALL CITY MECHANICAL INC
- B. Address 2716 COURIER CT NW SUITE F
- C. City, State, Zip GRAND RAPIDS MI 49534
- D. Telephone 269-349-3661 Email mheinze@mcm-team.com
- E. Tax Identification Number 38-2592062

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Progressive AE for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

ONE HUNDRED SIXTY ONE THOUSAND, FOUR HUNDRED TWENTY FIVE 00/00 dollars.

(\$ 161,425.00), in lawful money of the United States of America.

- B. Breakdown of Bid
 - Materials \$ 88,482
 - Labor \$ 56,067
 - Performance Bond \$ 2,201
 - Contingency Allowance \$ 10% of Bid 14,675
 - Other (describe) \$ N/A

- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Michigan taxes are included in the Bid Sum.

SECTION 00 4100 BID FORM

- E. Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work by September 1, 2022.

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 10 percent overhead and profit on the net cost of our own Work;
 - 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10 percent of the overhead and profit percentage noted above.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 1/26. Addendum # 2 Dated 2/2.
Addendum # Dated . Addendum # Dated .

1.10 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. Bid Security.
 - 2. Document 00 4333 - Proposed Products Form.
 - 3. Document 00 4334 - Proposed Mechanical Products Form.
 - 4. Document 00 4336 - Proposed Subcontractors Form; Include the names of all Subcontractors and the portions of the Work they will perform.
 - 5. Ottawa County Document - Bidder Qualification and Compliance Form.
 - 6. Ottawa County Document - Bidder Questionnaire.
 - 7. Ottawa County Document - Bidder References. Signed.
 - 8. Ottawa County Document - Bidder Conditions. Signed.
 - 9. Preliminary schedule of duration of each phase of the Work.

1.11 BID FORM SIGNATURE(S)

MALL CITY MECHANICAL INC

(Bidder - print the full name of your firm)



(Authorized signing officer, Title)

PRESIDENT

END OF SECTION

SECTION 00 4325 SUBSTITUTION REQUEST FORM - DURING PROCUREMENT

PROJECT: OTTAWA COUNTY 58TH DISTRICT COURT GRAND HAVEN BOILER IMPROVEMENTS

PROJECT NO. : 74210023

To: Progressive AE; Attention: Pam Young; youngp@progressiveae.com

Re: _____

From: _____ Date: _____

DESCRIPTION:

Specification Title: _____

Section No.: _____ Page: _____

Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____

Trade Name: _____

Model No.: _____

Web Site: _____

SUPPORTING DATA ATTACHED:

- Attached data to include product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are to be clearly identified.

- Attached data to also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

() Drawings () Product Data () Samples () Tests () Reports () _____

THE UNDERSIGNED CERTIFIES:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.

- Same warranty will be furnished for proposed substitution as for specified product.

- Same maintenance service and source of replacement parts, as applicable, is available.

- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.

- Proposed substitution does not affect dimensions and functional clearances.

- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Signed by: (printed) _____

(signature) _____

Address: _____

Email: _____

A/E'S REVIEW AND ACTION:

() Substitution approved - Make submittals in accordance with Specification Section 01 6000 - Product Requirements, Substitution Procedures.

() Substitution approved as noted - Make submittals in accordance with Specification Section 01 6000, Substitution Procedures.

() Substitution rejected - Use specified materials.

() Substitution request received too late - Use specified materials.

Remarks _____

Signed by: _____ Date: _____

END OF SECTION

SECTION 00 4333 PROPOSED PRODUCTS FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF EQUIPMENT REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) MALL CITY MECHANICAL INC

1.03 TO (OWNER): OTTAWA COUNTY .

1.04 DATED FEBRUARY 14, 2022 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

COMPONENT OR ITEM MANUFACTURER

DESCRIPTION	MANUFACTURER
Membrane Roofing	<u>FIVE STONE</u>
Sheet Metal	<u>MCM</u>
Hollow Metal Doors and Frames	<u>CECO DOOR</u>
Wood Doors	<u>MASONITE</u>
Acoustical Ceiling Treatment	<u>TBD</u>

BID FORM SIGNATURE(S)

MALL CITY MECHANICAL INC

(Bidder - print the full name of your firm)



PRESIDENT

(Authorized signing officer, Title)

END OF SECTION

SECTION 00 4334 PROPOSED MECHANICAL PRODUCTS FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF SUPPLEMENTARY MECHANICAL INFORMATION REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) MALL CITY MECHANICAL INC

1.03 TO (OWNER): OTTAWA COUNTY

1.04 DATED FEBRUARY 14, 2022 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

COMPONENT OR ITEM DESCRIPTIONS

DESCRIPTION	MANUFACTURER
A. Spiral Duct - boiler stack	<u>SCHEBLER CHIMNEY SYSTEM</u>
B. Grilles	<u>N/A</u>

BID FORM SIGNATURE(S)

MALL CITY MECHANICAL INC

(Bidder - print the full name of your firm)



PRESIDENT

(Authorized signing officer, Title)

END OF SECTION

SECTION 00 4336 PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) MALL CITY MECHANICAL INC

1.03 TO (OWNER): OTTAWA COUNTY

1.04 DATED FEBRUARY 14, 2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

LIST OF SUBCONTRACTORS

WORK SUBJECT / SUBCONTRACTOR NAME

A. Miscellaneous Metal	<u>MALL CITY MECHANICAL</u>
B. Carpentry	<u>BCI CONSTRUCTION</u>
C. Finish Hardware	<u>BCI CONSTRUCTION</u>
D. Gypsum Drywall	<u>BCI CONSTRUCTION</u>
E. Acoustical Ceiling Treatment	<u>BCI CONSTRUCTION</u>
F. Painting	<u>TJS PAINTING</u>
G. Mechanical	<u>MALL CITY MECHANICAL</u>
1. Diffusers	
2. Grilles	
3. Sheet Metal Ductwork	
H. Plumbing	<u>MALL CITY MECHANICAL</u>
I. Insulation	<u>TRIDENT INSULATION</u>

BID FORM SIGNATURE(S)

MALL CITY MECHANICAL INC

(Bidder - print the full name of your firm)



PRESIDENT

(Authorized signing officer, Title)

END OF SECTION

SECTION 00 4500 OWNER REQUIRED DOCUMENT FORMS

PARTICULARS

1.01 THE FOLLOWING OWNER DOCUMENTS REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) MALL CITY MECHANICAL INC

1.03 TO (OWNER): OTTAWA COUNTY

1.04 SIGNED AND DATED FEBRUARY 14, 2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ITEM DESCRIPTIONS

2.01 ITEM #1:

A. Description: Attachment A - Bidder Qualifications and Compliance

2.02 ITEM #2:

A. Description: Attachment B - Bidder Questionnaire

2.03 ITEM #3:

A. Description: Attachment C - Bidder References

2.04 ITEM #4:

A. Description: Attachment D - Additional Bidder Conditions

ATTACHMENTS

3.01 INCLUDED ON THE FOLLOWING PAGES.

END OF SECTION



ATTACHMENT A – BID FORM

Instructions: Potential vendors submitting responses must complete this form in its entirety and accurately. Failure to submit all attachments can result in the vendor being considered non-responsive. Responses to the following questions must be submitted and signed by an authorized Company representative. This questionnaire is provided as a fillable form .pdf document. Vendors may also complete all required attachments as a stand-alone response (written or typed) in their own format as long as all requested information is present.

PRINCIPAL OFFICE INFORMATION / ADDRESS:

Individual / Company Name: MALL CITY MECHANICAL INC
Street Address: 2716 COURIER ST NW SUITE F
City: GRAND RAPIDS State: MI Zip Code: 49534
Telephone: 269-349-3661 Email: mheinze@mcm-team.com
Taxpayer Identification Number: 38-2592062

Receipt of Addendum 1: Addendum 2: Addendum 3:

VENDOR QUESTIONNAIRE:

Please answer the following questions. Potential vendors submitting responses must complete this form in its entirety and accurately, answering all questions wholly.

1. COMPANY HISTORY AND BACKGROUND:

Please describe the history of your company, number of active employees, location of corporate office, etc. How long has your company been in business? How long has your company been in this industry and providing the requested services? What makes your company stand out from the competition?

Mall City Mechanical (MCM), is more than just a mechanical contractor; we are a full-service solution to operations management. Drawing from three decades of experience and an extensive background in the healthcare field, MCM uses skilled labor to surpass clients' expectations for sheet metal fabrication, pipefitting/pipe fabrication, plumbing HVAC/R, energy and building management systems, medical gas, fire and smoke damper testing and repair, preventive maintenance and calibration service projects.

Since 1985 MCM developed a reputation for supporting our customers with building management solutions. With honesty and integrity at the forefront, our team focuses on providing and maintaining the best facilities for healthcare, commercial and industrial environments in the Midwest. We pride ourselves on keeping timelines and staying on budget to allow you the peace of mind to deal with your day-to-day business.

In addition to planned projects, our highly skilled, experienced team is ready to serve your mechanical contracting and facilities management needs 24 hours a day, 7 days of week. Our commitment to surpassing your project needs extends far beyond the typical work day and beyond that of other contractors. We get to the heart of a project, assess needs, implement solutions and treat your facility like it is our own.



2. SUBCONTRACTORS:

Will your company be utilizing subcontractors? If yes, what is the management process for subcontractors? Please identify the subcontractor and role they will play in the project.

Subcontractors will be used for general trades work
Mechanical, controls and electrical will be performed MCM

3. PROJECT TIMELINE:

- A. What are the lead times for the materials needed for the boiler improvements?
- B. Please describe the replacement process – kick-off to substantial completion. Identify project milestones, subcontracted work phasing, materials order schedules, other, etc.
- C. What is the estimated completion date?

4-6 weeks on equipment and approx 2 month start to finish completion
Remove and reinstall boiler flue from basement thru roof
Open and complete one floor at a time

4. QUALITY ASSURANCE:

Please describe how your company will confirm quality of work and materials, including but not limited to verifying field measurements, work being performed only by those qualified, etc.

Mall City Mechanical (MCM), is more than just a mechanical contractor; we are a full-service solution to operations management. Drawing from three decades of experience and an extensive background in the healthcare field, MCM uses skilled labor to surpass clients' expectations for sheet metal fabrication, pipefitting/pipe fabrication, plumbing HVAC/R, energy and building management systems, medical gas, fire and smoke damper testing and repair, preventive maintenance and calibration service projects.

Since 1985 MCM developed a reputation for supporting our customers with building management solutions. With honesty and integrity at the forefront, our team focuses on providing and maintaining the best facilities for healthcare, commercial and industrial environments in the Midwest.

5. WARRANTY:

Please describe the warranty coverage on the equipment, labor, materials, etc.

1 year parts and labor



Ottawa County

ITB 22-01 58th District Court Boiler Improvements

6. OTHER INFORMATION:

Include any other information that would be helpful to the County. Advise of any vendor assumptions.

Marshall & Wells

VENDOR QUALIFICATIONS AND COMPLIANCE:

Please confirm that your organization has the capacity and qualifications to complete the project from start to finish at a standard at or above industry standards. Please check each box to confirm qualifications.

- Bidder shall have been regularly and continuously engaged in the business of providing, installing, and replacing boiler stacks and related construction for at least three (3) years.
- Contractor shall be able to meet all insurance requirements and is able to provide proof of the following coverages as stated in the solicitation document: workers compensation, employer's liability, comprehensive general liability, etc. as outlined in the ITB.
- Bidder shall possess all permits, licenses, and credentials necessary to supply, install, replace, repair, and service boiler stacks as specified in bid.
- For products and workmanship specified – compliance with all standards.
- Monitor and maintain control of replacement, including monitor suppliers, manufacturers, products, services, site conditions, and workmanship.

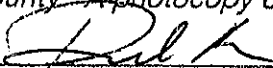


REFERENCES:

Please state references of similar that required similar size and scope of project. Do NOT include the County of Ottawa as a reference.

Reference 1			
Customer Name	GRAND RAPIDS CITY/COUNTY BLDG	Contact Person	ANDREA ANDRES-GRANGER CONSTRUCTION
Contact Number	517-763-4965	Contact Email	aandres@grangerconstruction.com
Project Description	MECHANICAL SCOPE		
Reference 2			
Customer Name	WMU HAENICKE LAB EXHAUST	Contact Person	WMU BUSINESS OPERATIONS
Contact Number		Contact Email	
Project Description	MECHANICAL SCOPE		
Reference 3			
Customer Name	GMCH	Contact Person	BRIAN DOHM
Contact Number	616-437-0971	Contact Email	brian.dohm@mcm
Project Description	VARIOUS MECHANICAL PROJECTS SUBSTATION 5 & 15 GLYCOL CHILLER		

The undersigned hereby authorizes the County to obtain all information that said recipient may have concerning the undersigned's contract performance history and releases all parties from all liability for any damage that may result from furnishing the same to the County. A photocopy of this authorization shall be deemed equivalent to the original.



2/14/2022

Authorized Representatives Signature

Date

DEREK ROWE PRESIDENT

Authorized Representative's Printed Name, Title, and Company (Legal) Name for Business



Ottawa County

ITB 22-01 58th District Court Boiler Improvements

ATTACHMENT B – PRICING FORM

The undersigned hereby agrees to perform all work in accordance with the specifications, terms, and conditions of the County's ITB 22-01 for the costs described below. All costs must be identified in the vendor's response. The fees proposed shall be considered firm and cannot be altered after receipt of the bid. The pricing shall not change over the term of any contract executed as a result of this ITB. Please Type or Print Clearly in ink.

Having examined the Place of Work and all matters referred to in the instructions to Bidders and the Bid Documents prepared by Progressive AE for the above-mentioned project, we, the undersigned, hereby offer to enter into a contract to perform the work for the Sum of:

_____ dollars.

Breakdown of Bid:

Materials	88,482
Labor	56,067
Performance Bond	2,201
Shipping/Handling/Delivery	
Warranty	
Contingency Allowance (10% of project total)	14,675
Other (please list all other costs not stated above)	

Bid Lump Sum Total (lawful U.S. dollars – match written amount above)

The undersigned affirms that he/she is duly authorized to execute this bid for services and having carefully read and considered the request in the manner described and subject to the terms and conditions set forth in the attached bid. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

2/14/2022

Authorized Representatives Signature

Date

DEREK ROWE, PRESIDENT

Authorized Representative's Printed Name, Title, and Company (Legal) Name for Business



ATTACHMENT C – CONTRACTOR CONDITIONS

Contractor has read the solicitation documents in their entirety and agrees to the conditions set forth below and in the solicitation documents.

Incurring Expenses / Confidentiality: The County is not responsible for any cost or expense incurred by Contractor preparing and submitting qualifications prior to execution of an agreement.

Conflict of Interest: By submission of a response, the vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, etc.) and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest." Contractor shall identify interests, and the individuals involved, on separate paper with the response and understand that the County, at its discretion may reject their submission.

Iran Linked Business: By submission of this form, the Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

Debarment & Suspension: The Contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

2/14/2022

Authorized Representatives Signature

Date

DEREK ROWE PRESIDENT

Authorized Representative's Printed Name, Title, and Company (Legal) Name for Business

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ NA)

KNOW ALL MEN BY THESE PRESENTS: That we, Mall City Mechanical Inc., 7184 Douglas Avenue,
Kalamazoo, MI 49009

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under
the laws of the State of Iowa and authorized to do business in the State of Michigan

_____, as Surety, are held and firmly bound unto the
58th District Court of Ottawa County, 414 Washington Ave #100, Grand Haven, MI 49417

as obligee, in the sum of Five Percent of Bid

-----5% of Bid DOLLARS, lawful money of the United
States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety
bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
58th District Court

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall
give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety
or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to
the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this
bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 14th day of February, 20 22

[Signature]
Witness

Nicole Anderson
Witness

Mall City Mechanical Inc. Principal

By: [Signature]

Employers Mutual Casualty Company Surety

By: [Signature]
Marcia J. Miller Attorney-in-Fact



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MARCIA J. MILLER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

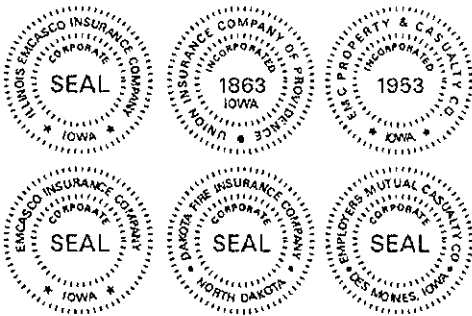
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.



Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of February, 2022.

James D. Clough

Vice President



Ottawa County

ITB 22-01 58th District Court Boiler Improvements Post-Bid Interview

Date/Time: 1:00 PM ET, February 24, 2022

Location: Microsoft Office Teams

County Representatives: Blake Upright (Facilities Maintenance Director), Amy Bodbyl-Mast (Purchasing Manager – Fiscal Services), Sandra Brinks (Buyer - Fiscal Services), Ken Brandsen (Progressive AE), Kevin Mersman (Progressive AE)

Mall City Mechanical, Inc. Representatives: Matt Heinze (GR Regional Account Manager)

Review of Project Information:

The County of Ottawa, on behalf of the Facilities Maintenance department, is inviting experienced and qualified Contractors to bid on replacement of the existing boiler stack and all necessary related construction for the 58th District Courthouse located at 414 Washington Ave, Grand Haven, Michigan.

Contractor Project Manager: Matt Heinze

Phone: 517-667-0934

Ottawa County Project Manager: Blake Upright

Phone: 616-738-4874

Progressive AE: Ken Brandsen

Phone: 616-447-3329

Project Timeline:

Project Start Date: TBD – see comments below.

Project Completion Date: September 1, 2022.

Comments: Submittals 2-3 weeks and can start with intent to award letter. Equipment 4-6 weeks and will order upon receipt of PO. Project will take approximately 2 months from start to finish upon receipt of equipment.

Subcontractors:

- Mall City Mechanical – Misc. Metal
- BCI Construction - Carpentry
- BCI Construction - Finish Hardware
- BCI Construction - Gypsum drywall
- BCI Construction - Acoustical Ceiling
- TJs Painting - Painting
- Mall City Mechanical - Mechanical
- Mall City Mechanical – Plumbing
- Trident Insulation - Insulation
- Great Lakes Systems - Roofing

Pricing:

Total Lump Sum of Base Bid: **\$161,425.00.**

Amount(s) listed is correct? Y N

Ottawa County On-Site Project Guidelines: Vendor to *initial* each condition below for acknowledgment and agreement.

1. Observe County's restriction for tobacco use while on County property.
2. Vendor to clean site and maintain safe working environment.
3. Vendor to follow all safety regulations and maintain compliance with federal OSHA rules.
4. Vendor to be aware and sensitive of staff and community members in area during the course of work.
5. Vendor understands restricted areas will be designated by County Project Manager.
6. Vendor employees and subcontractors may be subject to security check to ensure staff has no outstanding felony or domestic violence or other bar-able offence(s).
7. Vendor agrees to follow security protocols and regulations of the facility, including but not limited to employees and subcontractors undergoing a background check, order to work in the facility without immediate County supervision.
8. Vendor understands work is not to commence until receipt of County Purchase Order and County's Project Manager approves.

Bidder Acknowledgment:


1. Has the Vendor fully reviewed the scope of services outlined in the solicitation documents, including project specifications in the project manual and drawings?
Y N
2. Does Vendor agree to follow the terms and conditions set forth in the solicitation documents?
Y N
3. Did the Vendor inspect the site and review the current environment?
Y N
4. Do Vendor's company carry Worker's Comp and Liability Insurance, and is able to provide a certificate of insurance to Ottawa County Fiscal Services prior to project start date?
Y N
5. Does the Vendor acknowledge and confirm that their company has the resources and capacity to provide all labor, materials, and equipment for the complete execution of work stated in the bid?
Y N
6. Does the Vendor understand and is able to coordinate all work to be performed with the County's Project Manager and Progressive AE?
Y N
7. Does the Vendor acknowledge its responsibility for the protection of all County property during the course of work?
Y N

- 8. Does the Vendor acknowledge to be respectful and accommodate County staff and public that are occupying the building during the project?
Y N
- 9. Does the Vendor acknowledge that their company is responsible for complete replacement of the existing boiler stack and all necessary related construction for the 58th District Courthouse located at located at 414 Washington Ave, Grand Haven, Michigan, as stated with the ITB 22-01 documents?
Y N
- 10. Does the Vendor agree to furnish to Ottawa County Fiscal Services the required Performance and Payment bonds within ten (10) days of the intent to award letter? Y N
- 11. Does the Vendor confirm that all subcontractors employed by their company for this project will fully comply with terms and conditions set forth within the ITB documents? Y N
- 12. Does the Vendor confirm that their company will make prompt payment for labor and materials to any subcontractors hired by Vendor and used in course of this project?
Y N
- 13. Does the Vendor confirm for project closeout, their company must work with County's Project Manager and/or Progressive AE on correction punch list, accompany the County's Project Manager and/or Progressive AE on preliminary inspection to determine items to be listed for completion or correction and that punch list must be completed before closeout and final payment?
Y N

Contractor Assumptions:

- Bid is based on straight time – business hours of 7:00 am to 4:00 pm. Work outside this time may alter costs.

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


 _____ Date 3/4/2022

Authorized Representative's Signature
Derek Rowe owner Mall City Mechanical
 Authorized Representative's Printed Name, Title, and Company (Legal) Name

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY2022 Budget Adjustments

Suggested Motion:

To approve the 2022 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: 03/15/2022

Finance and Administration Committee

Fund		Department	Explanation	Revenue	Expense
05-248	Governmental Grants	CAA - Transfers In	Correction of transfer in from prior amendment.	\$ 3,244	
05-848	Public Health	Health Department	FY22 ROADD/No Cigs for Our Kids Grant adjusted to award. New grant total \$68,800	\$ 1,300	\$ (17,866)
05-892	Public Health	Health Department	FY22 Public Health Emergency Response Grant adjusted to award. New grant total \$137,334.	\$ 25,451	\$ 25,328
05-894	Public Health	Health Department	Contract with Holland Hospital for a Community Healthcare Worker from OCDPH to provide services to the hospital.	\$ 50,000	
05-1143	CMH Millage	Community Mental Health	FY22 Integrated Health Grant adjusted to award.	\$ 5,627	\$ 5,627
06-86	Governmental Grants	Sheriff's Department	The FY22 Ottawa County DUI, Seat Belt, and Speed Overtime Traffice Enforcement adjusted to award. New grant total \$27,693.	\$ (6,515)	\$ (6,515)
06-138	Capital Projects	Facilities	Increase in appropriation for Boiler Stack project at Grand Haven Courthouse.		\$ 20,000
06-140	Governmental Grants	BJA Grant	3-year 2019 BJA Grant budget amended to match remaining grant amount. This grant is for the purchase of a Dataworks Inmate Identification System.	\$ 41,527	\$ 41,527

	Fund	Department	Explanation	Revenue	Expense
06-177	General Fund	Pandemic Events Contingency	Appropriation of expenditures for the purchase of PPE.	\$	5,080
				\$	(5,080)
06-185	General Fund	Towers	Appropriating costs for increased property taxes to Stanton and Johnson Towers.	\$	9,000
06-186	Governmental Grants	HLS Grant	Carryover of PY and new Homeland Security Grant for FY22.	\$ 40,429	\$ 40,429
06-193	Public Health	Health Department	FY22 Epi Lab Capacity Contact Tracing, Case Investigation, Testing Coordination, Violation Monitoring, and Wrap Around Services Grant adjusted to award. New grant amount \$1,654,608.	\$ 294,000	\$ 294,000
06-202	General Fund	Groundwater	New Community Enhancement Grant awarded for FY22.	\$ 570,750	\$ 564,750
06-214	Sheriff Contracts	Sheriff's Department	Two vehicles are being paid for through insurance claims. One of these was planned equipment replacement in FY22 that is now covered through insurance.	\$ 58,847	\$ 25,047
06-314	General Fund	G4G Contingency	Recognition of Donation revenue and appropriation of expenditures for the Gateways for Growth program.	\$ 10,000	\$ 25,000
				\$	(5,000)
06-324	Capital Projects	Circuit Court CMS Project	Appropriation of expenses for the Circuit Court Courtroom Management Sytem.		\$ 100,000
06-541	Capital Projects	Facilities	Insurance recovery for CMH Building B Reclad project.	\$ 1,600,000	\$ 1,600,000

	Fund	Department	Explanation	Revenue	Expense
06-537	General Fund	General Fund	Wage Study, Additional 2% Raise, One-Time		\$ 953,201
		Contingency	Loyalty Payments		\$ (600,000)
		Transfers Out			\$ 39,139
	Park & Rec				\$ 109,613
	Friend of the Court	FOC		\$ 106,572	\$ 177,620
		Transfers In		\$ 71,048	
	Governmental Grants	Sheriff's Department		\$ 4,575	\$ 4,575
		Courts		\$ 8,581	\$ 8,581
	Public Health	Health Department			\$ 15,993
	Register of Deeds	ROD			\$ 1,509
	Sheriff's Contracts	Sheriff's Department			\$ 49,226
	CPL	CPL			\$ 3,847
	Child Care Fund	Child Care		\$ (31,909)	\$ (63,818)
		Transfers In		\$ (31,909)	
	Delinquent Tax	Delinquent Tax			\$ 6,497
	IT Fund	IT			\$ 207,750
	Duplicating Fund	Duplicating Fund			\$ 184
	Mental Health Fund	Community Mental Health		\$ 816,789	\$ 816,789
	CMH Millage	Community Mental Health			\$ 88,140
	Telecommunication	Telecommunication			\$ 9,473
	Equipment Replacement	Equipment Replacement			\$ 1,145
	Worker's Comp	Worker's Comp			\$ 4,433
	Employee Benefits	Employee Benefits			\$ 7,355
	Unemployment	Unemployment			\$ 1,170
	Long Term Disability	Long Term Disability			\$ 332

Action Request



Committee: Board of Commissioners
Meeting Date: 03/24/2022
Requesting Department: Administration
Submitted By: Regina MacMillan
Agenda Item: Ottawa County Housing Commission

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Patrick Waterman
and to select one (1) to fill one (1) Member vacancy beginning immediately and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

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.
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.
Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
Goal 4: To Continually Improve the County's Organization and Services.

- 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 3, Objective 4: Evaluate communication with other key stakeholders.
Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 03/24/2022

Talent and Recruitment Committee

Application Date: 02/11/2022

Position Applying For: Ottawa County Housing Commission/Member (BC)

Name: Patrick Brian Waterman

[REDACTED]

Contact Information:

[REDACTED]

[REDACTED]

Education:

School: Grand Valley State University

Degree: Master of Public Administration

School: Michigan State University

Degree: BS urban & Regional Planning

Employment Background:

Current Employer: City of Hudsonville

Position: City Manager

Responsibilities:

Day-to-day oversight of all city operations.

Previous Employer: Grand Haven Charter Township

Position: Community Development Director

Responsibilities:

Department Head responsible for all planning, zoning, building and code enforcement responsibilities.

Length of Residency in Ottawa County: 20

Does the County of Ottawa or any other unit of government employ any members of your family? false

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

I have a great deal of experience serving on government boards and committees such as GVMC, Hudsonville Planning Commission, Ottawa

County United Way, Hudsonville Chamber of Commerce and others.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance?

true

If not, why not?

Why do you want to be considered for this appointment?

I was asked to consider it and I feel it would be beneficial to supporting my community's housing goals.

Action Request



Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Administration
Submitted By:	Regina MacMillan
Agenda Item:	Comprehensive Economic Development Strategy Committee

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Anne Saliers

and to select one (1) to fill one (1) Private Sector vacancy beginning immediately and ending December 31, 2022.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

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.

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

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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

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 3, Objective 4: Evaluate communication with other key stakeholders.

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

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 03/24/2022

Talent and Recruitment Committee

Application Date: 02/28/2022

Position Applying For: Comprehensive Economic Development Strategy Committee (CEDS)/Private Sector (BC)

Name: Anne Saliers

[REDACTED]

Contact Information:

[REDACTED]

[REDACTED]

Education:

School: Iowa State University

Degree: Bachelor of Arts, Interior Design

School: University of Connecticut

Degree: MBA, Marketing

Employment Background:

Current Employer: Recently retired

Responsibilities:

Homemaker and volunteer

Previous Employer: Holland Board of Public Works

Position: Community Energy Services Manager

Responsibilities:

Led conservation and energy efficiency programs and community outreach

Length of Residency in Ottawa County: 12

Does the County of Ottawa or any other unit of government employ any members of your family? false

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

Holland Community Energy Plan Steering Committee
City of Grand Rapids Energy Advisory Committee
Governor's Energy Excellence Awards

Steering Committee
City of Holland Sustainability Committee
Lakeshore Habitat for Humanity Board
Executive Committee

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance?

true

If not, why not?

Why do you want to be considered for this appointment?

To connect and contribute to regional economic development strategy planning.

Action Request



Committee:	Board of Commissioners
Meeting Date:	03/24/2022
Requesting Department:	Administration
Submitted By:	Regina MacMillan
Agenda Item:	Veteran's Affairs Committee

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*David Ziegler
and to select one (1) to fill one (1) War Veteran vacancy beginning immediately and ending December 31, 2022.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

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.
 Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.
 Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
 Goal 4: To Continually Improve the County's Organization and Services.
- 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 3, Objective 4: Evaluate communication with other key stakeholders.
 Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 03/24/2022 Talent and Recruitment Committee

Application Date: 02/27/2022

Position Applying For: Veteran's Affairs Committee/War Veteran (BC)

Name: David Gene Ziegler

[REDACTED]

Contact Information:

[REDACTED]

[REDACTED]

Education:

School: Grand Valley State University

Degree: BS Group Social Studies (Psychology)

Employment Background:

Current Employer: Retired

Responsibilities:

I have been retired for 11 years. Since retirement however, I did work part time (1 day each week) with Ottawa County Department of

Veterans Affairs.

Previous Employer: State of Michigan

Position: Children's Protective Services

Responsibilities:

Child protection and providing services to families in order to prevent neglect and abuse.

Length of Residency in Ottawa County: 50

Does the County of Ottawa or any other unit of government employ any members of your family? false

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

None

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed

by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to

attendance?

true

If not, why not?

Why do you want to be considered for this appointment?

As a naval veteran (1967-71), I am interested in assisting veterans who are in need. I am aware of veterans who for many reasons are reluctant to ask for assistance.

Action Request



Committee: Board of Commissioners

Meeting Date: 03/24/2022

Requesting Department: Administration

Submitted By: Regina MacMillan

Agenda Item: Veteran's Affairs Committee

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Steven Barnes

and to select one (1) to fill one (1) War Veteran vacancy beginning immediately and ending December 31, 2024.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

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.

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

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

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

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 3, Objective 4: Evaluate communication with other key stakeholders.

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

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: 03/24/2022

Talent and Recruitment Committee

Application Date: 03/08/2022

Position Applying For: Veteran's Affairs Committee/War Veteran (BC)

Name: Steven L Barnes

[REDACTED]

Contact Information:

[REDACTED]

[REDACTED]

Education:

School: UCSC

Degree: no degree

School: Berkeley

Degree: no degree

Employment Background:

Current Employer: Fortinet

Position: Systems Engineer, Internet Security

Responsibilities:

Design and sell solutions for Internet Security.

Previous Employer: Citrix

Position: Systems Engineer, Internet Security

Responsibilities:

Design and sell solutions for Internet Security.

Length of Residency in Ottawa County: 11

Does the County of Ottawa or any other unit of government employ any members of your family? false

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

American Legion Riders current Director, and 2 years as past Assistant Director.HOA board member.Other participation and volunteer work.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance?

true

If not, why not?

Why do you want to be considered for this appointment?

I heard of the opportunity at our American Legion post and thought it would be a way for me to serve our community and learn more about our Veterans.