



**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 **Tuesday, June 28, 2022, at 1:30 PM** for the regular June 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 Mark Timmer, Third Christian Reformed Church
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
  - A. Grand Valley State University Update; Chief of Staff to President and Vice President  
Dr. Jesse Bernal
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 [June 14, 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 May 30 - June 17, 2022](#)

Suggested Motion:

To approve the general claims in the amount of \$6,832,495.34 as presented by the summary report for May 30, 2022 through June 17, 2022.

B. Public Hearings: None

C. Action Items:

From the Planning and Policy Committee

1. [Idema Explorers Trail Bass River Connector Trail Easement](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the easement with the Ottawa County Road Commission for the Idema Explorers trail Bass River segment route at the purchase price of \$5,000.

From the Finance and Administration Committee

2. [2022 Summer Apportionment Report](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the 2022 Summer Apportionment Report.

3. [Assessing Services for the City of Coopersville](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the contract to provide assessing services for the City of Coopersville.

4. [Equalization Personnel Request](#)

Suggested Motion:

To approve a proposal to upgrade one Assistant Assessing Manager position (1.0 FTE, paygrade 10) to an Assessing Manager position (1.0) FTE, paygrade 11); to increase the FTE of the Abstracting Index Clerk role from .75 FTE to .80 FTE; and to add a part-time, non-benefitted Appraiser 2 position working no more than 600 total hours per year at a total cost of \$25,900 per year paid for by a contract with the City of Coopersville.

5. [Public Defender's Office Personnel Request](#)

Suggested Motion:

To approve the request from the Public Defender's Office to downgrade one First Assistant Public Defender position to an Assistant Public Defender III, upgrade one Assistant Public Defender I to an Assistant Public Defender II and increase the pay grade for the First Assistant Public Defender at a total cost of \$4,452.90.

6. [Community Mental Health Personnel Request](#)  
Suggested Motion:  
To approve the request from Community Mental Health to add temporary, non-benefited Crisis Call Out Clinician (Group T, pay grade I0) positions at a total cost not to exceed \$40,000 annually.
7. [Community Mental Health On-call and Third Shift Pay](#)  
Suggested Motion:  
To approve the request from Community Mental Health to enhance the on-call pay and formalize the CMH Third Shift premium in the Group T Employee Manual.
8. [ARPA Bucket Manager for Business Stabilization](#)  
Suggested Motion:  
To approve and authorize the Board Chairperson and Clerk/Register to sign an Advisory Agreement with Lakeshore Advantage to serve as Bucket Manager for Business Stabilization.
9. [ARPA Bucket Manager for Affordable Housing](#)  
Suggested Motion:  
To approve and authorize the Board Chairperson and Clerk/Register to sign an Advisory Agreement with Greater Ottawa County United Way - Housing Next to serve as Bucket Manager for Affordable Housing.
10. [ARPA Bucket Manager for Social-Human Service](#)  
Suggested Motion:  
To approve and authorize the Board Chairperson and Clerk/Register to sign an Advisory Agreement with Greater Ottawa County United Way - Care Ottawa County to serve as Bucket Manager for Social-Human Service.
11. [FY2022 Budget Adjustments](#)  
Suggested Motion:  
To approve the FY2022 budget adjustments per the attached schedule.

D. Appointments: None

E. Discussion Items: None

9. Report of the County Administrator
10. General Information, Comments, and Meetings Attended
11. Public Comments
12. Adjournment

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

The Ottawa County Board of Commissioners met on Tuesday, June 14, 2022, at 1:30 p.m. and was called to order by the Chair.

Rev. Jennifer Adams, Grace Episcopal Church, pronounced the invocation.

The Chief Deputy Register of Deeds 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, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (10)

Absent: Kyle Terpstra (1)

Presentation of Petitions and Communications

None

Board Chair Comments

Chairman Fenske spoke on several topics, including, the Ottawa County Clerk's office will be completing Public Accuracy Testing for the August Election throughout the entire County starting June 21 and ending July 1. The groundbreaking ceremony for the new Justice Center was last week. The project is expected to be completed Spring of 2024. And Ottawa County is reducing hunger by offering Meet up & Eat up, as well as, mobile food pantries throughout the summer.

Public Comments

Public comments were made by the following:

1. Terri White-Robinson Township
2. Jill Ver Steeg-City of Holland
3. Susan O'Connor-58<sup>th</sup> District Court Employee

B/C 22-121 Roger Bergman moved to approve the agenda of today. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Roger Bergman, Matthew Fenske. (10)

B/C 22-122 Allen Dannenberg moved to approve the following Consent Resolutions.

1. To approve the minutes of the May 24, 2022, Board of Commissioners meeting.
2. To approve the general claims in the amount of \$6,082,667.45 as presented by the summary report for May 16, 2022, to May 27, 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 West Michigan Enforcement Team 2021 Annual Report.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Roger Bergman, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (10)

B/C 22-123 Randall Meppelink moved to open the Public Hearing at 1:47 p.m. on the Proposed 2022 millage rates for County Operations of 3.9 mills, E-911 of .4195 mills, Parks of .3163 mills, Community Mental Health of .2859 and the Road Commission of .4767 mills. The motion passed.

B/C 22-124 Randall Meppelink moved to close the Public Hearing at 1:50 p.m. on the Proposed 2022 millage rates for County Operations of 3.9 mills, E-911 of .4195 mills, Parks of .3163 mills, Community Mental Health of .2859 and the Road Commission of .4767 mills. The motion passed.

#### Action Items

B/C 22-125 Randall Meppelink moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution and related documents approving the 2022 millage rate for County Operations of 3.9 mills, E-911 of .4195 mills, Parks of .3163 mills, Community Mental Health of .2859 and the Road Commission of .4767 mills.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Roger Bergman, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (10)

B/C 22-126 James Holtvluwer moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution for Senior Resources' Annual Implementation Plan for FY2023 and Multi Year Plan for FY2023 – 2025.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Francisco Garcia, Douglas Zylstra, Roger Bergman, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (10)

B/C 22-127 Gregory DeJong moved to approve the revised Social Media Policy for review and comment.

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

Nays: Douglas Zylstra (1)

B/C 22-128 Gregory DeJong moved to approve the revised Information Security Policy for review and comment.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Roger Bergman, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Matthew Fenske. (10)

B/C 22-129 Francisco Garcia moved to place into nomination the name of (\*indicates recommendation from the Community Action Agency Advisory Board)

\*Richard Matzen

And to select one (1) to fill one (1) Consumer Sector vacancy beginning immediately and ending December 31, 2024.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Philip Kuyers, Allen Dannenberg, Roger Bergman, Matthew Fenske. (10)

B/C 22-130 moved to place into nomination the name of (\*indicates recommendation from the Community Action Agency Advisory Board)

\*Mechelle Vaughn-Dean

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

The motion passed.

Discussion Items

1. West Michigan Enforcement Team 2021 Annual Report-The 2021 West Michigan Enforcement Team Annual Report was presented by Andrew Foster, Task Force Commander, MSP.

The County Administrator's report was presented.

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

Public Comment

1. Susan O'Connor-58<sup>th</sup> District Court Employee

Online Public Comments

1. Megan Ryan-Holland Township
2. Kylee Strang-Eaton Rapids, MI
3. Jeremy Bosch-Holland Township

Chair Fenske adjourned the meeting at 2:37 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:** 06/28/2022

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** Accounts Payable for May 30, 2022 through June 17, 2022

## Suggested Motion:

To approve the general claims in the amount of \$6,832,495.34 as presented by the summary report for May 30, 2022 through June 17, 2022.

## Summary of Request:

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

## Financial Information:

Total Cost: \$6,832,495.34	General Fund Cost: \$6,832,495.34	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**



Ottawa County  
Where You Belong

Dates: May 30, 2022  
to June 17, 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:

**\$6,832,495.34**

**1,982 INVOICES**

**6,832,495.34**



Karen Karasinski  
Fiscal Services Director



Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, June 28, 2022

Matthew Fenske, Chairperson  
Board of Commissioners

Justin Roebuck  
Clerk/Register of Deeds

## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong

Dates: May 30, 2022

to June 17, 2022

Total of all funds: **\$6,832,495.34**

0000	TREASURY FUND	11,490.84
1010	GENERAL FUND	1,316,812.22
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	89,848.08
2160	FRIEND OF COURT	9,658.73
2180	OTHER GOVERNMENTAL GRANTS	113,588.51
2210	HEALTH	349,531.46
2220	MENTAL HEALTH	1,159,493.78
2221	MENTAL HEALTH MILLAGE	123,337.29
2225	SUBSTANCE USE DISORDER	177,726.63
2271	SOLID WASTE CLEAN-UP	0.00
2272	LANDFILL TIPPING FEES	25,790.43
2340	FARMLAND PRESERVATION	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	379.94
2600	PUBLIC DEFENDERS OFFICE	38,839.61
2620	FEDERAL FOREITURE	0.00
2602	WEMET	80,686.87
2630	SHERIFF GRANTS & CONTRACTS	30,167.49
2631	CONCEALED PISTOL LICENSING	178.47
2901	DEPT OF HUMAN SERVICES	194.88
2920	CHILD CARE - PROBATE	109,227.60
2970	DB/DC CONVERSION	0.00

## Total CHECKS | EFTs | WIRES



**Ottawa County**  
Where You Belong

Dates: May 30, 2022

to June 17, 2022

Total of all funds: **\$6,832,495.34**

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	15,904.80
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	0.00
5160	DELINQUENT TAXES	0.00
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	122,249.13
6450	DUPLICATING	100.10
6550	TELECOMMUNICATIONS	24,466.70
6641	EQUIPMENT POOL	48,143.48
6770	PROTECTED SELF-FUNDED INSURANCE	43.31
6771	EMPLOYEE BENEFITS	89,846.33
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00
6775	LONG-TERM DISABILITY INSURANCE	10,291.35
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	0.00
7010	TRUST & AGENCY	2,161,613.48
7015	TRUST & AGENCY JUVENILE COURT	1,575.41
7040	IMPREST PAYROLL	206,933.66
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	1,876.18
8010	SPECIAL ASSESS. DRAINS	474,027.15
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	15,272.01
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	6,004.40

# Action Request

Electronic Submission – Contract # 1575



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/28/2022**

**Vendor/3<sup>rd</sup> Party: OTTAWA COUNTY ROAD COMMISSION**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON D SHAMBLIN**

**Agenda Item: IDEMA EXPLORERS TRAIL BASS RIVER CONNECTOR TRAIL EASEMENT**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the easement with the Ottawa County Road Commission for the Idema Explorers trail Bass River segment route at the purchase price of \$5,000.

## Summary of Request:

Ottawa County Parks (OCP) has been seeking easements and property acquisitions along the proposed Grand River Greenway Idema Explorers Trail route to facilitate construction of the trail and improve the safety and experience for trail users. These purchases include a variety of road front as well as riverfront parcels.

A current focus is to secure the Idema Explorers Trail route for the "Bass River Segment," which would connect three parks - Riverside Park (OCP), 1,600+ acre Bass River State Recreation Area, and Eastmanville Bayou (OCP)- and would be part of a nearly 10-mile long stretch of trail that is almost entirely off road and in park land. Several acquisitions or easements are currently being pursued.

On the western half of the Bass River Segment, one easement is needed to secure the trail route from Riverside Park to Bass River State Recreation Area. This easement would traverse a property at the end of North Cedar Drive. The property is owned by the Ottawa County Road Commission (OCRC) and easement negotiations have been ongoing for several months. A final agreement has now been reached. The agreed upon price was based on the appraised value with additional negotiated considerations. This easement will secure approximately 4 miles of this 10-mile segment and allow the next level of trail design to potentially commence in Fiscal Year 2023 (in coordination with the Michigan Department of Natural Resources).

## Financial Information:

Total Cost: \$5,000.00

General Fund Cost: \$0.00

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

## Administration:

Recommended by County Administrator: *John Sh* 6/16/2022 1:49:04 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 6/21/2022

## TRAILWAY EASEMENT AGREEMENT

Parcel No. 70-08-01-200-029  
Non-Motorized Idema Explorer's Trail  
(Robinson Township)

This Trailway Easement Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **OTTAWA COUNTY ROAD COMMISSION, a Michigan public corporate body and its successors**, of 14110 Lakeshore Drive, Grand Haven, Michigan 49417 ("Grantor") and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460 ("Grantee").

1. For and in consideration of the sum of five thousand and no/100 (\$5,000.00) Dollars and the covenants and conditions in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor hereby grants Grantee a non-exclusive, perpetual easement over and across a portion of the real property in Robinson Township, Ottawa County, Michigan, legally described as follows:

That Part of the North Fractional ½ of Section 1, Town 7 North, Range 15 West, Robinson Township, Ottawa County, Michigan, Described as: Commencing at the Northwest Corner of Said Section; Thence S01°52'28"E 277.51 Feet to the ROW Centerline of North Cedar Drive; Thence S53°22'51"E 3,399.61 Feet along Said ROW Centerline to the Point of Beginning; Thence Continuing S53°22'51"E 295.22 Feet; Thence N47°32'34"E 336.09 Feet; Thence S53°22'51"E 696.88 Feet; Thence S89°32'36"W 1,029.96; Thence N02°11'47"W 373.39 Feet to the Point of Beginning ("Grantor's Parcel").

2. The 30-foot wide easement shall run over the previously described Grantor's Parcel as follows:

That Part of the North Fractional ½ of Section 1, Town 7 North, Range 15 West, Robinson Township, Ottawa County, Michigan, Described as: Commencing at the Northwest Corner of Said Section; Thence S01°52'28"E 277.51 Feet to the ROW Centerline of North Cedar Drive; Thence S53°22'51"E 3,694.83 Feet along Said ROW Centerline; Thence N47°32'34"E 336.09 Feet; Thence S53°22'51"E 464.65 Feet to the Point of Beginning; Thence S21°16'19"W 28.49 Feet along the Centerline of the 30-Foot Wide Trailway Easement; Thence S38°57'12"W 33.91 Feet along the Centerline of the 30-Foot Wide Trailway Easement; Thence S58°26'27"W 62.34 Feet along the Centerline of the 30-Foot Wide Trailway Easement; Thence S63°54'37"W 60.21 Feet along the Centerline of the 30-

Foot Wide Trailway Easement; Thence S46°34'46"W 40.40 Feet along the Centerline of the 30-Foot Wide Trailway Easement; Thence S24°09'10"W 1.65 Feet along the Centerline of the 30-Foot Wide Trailway Easement to the Point of End which is a Point Along the East-West ¼ Line of Said Section. ("Easement Premises").

3. The Easement is to be used for a public non-motorized trailway for a bicycle path and pedestrian walkway ("Trailway Easement") for recreational purposes. Grantee shall install, construct, operate, maintain, repair, replace, and keep in a safe usable condition the paved Trailway over and across the Easement Premises.

4. The Easement shall include the right to enter temporarily upon that part of Grantor's Parcel outside but within 10.00 feet on either side of the Easement Premises as reasonably necessary for the construction, installation, or replacement, of the paved Trailway, along with the appropriate grading. The Trailway Easement shall include, but not be limited to, the right to enter upon it any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Trailway, together with the right to excavate a foundation for the location of such paved Trailway. This Trailway Easement shall further include the right to remove trees, brush, undergrowth and other obstructions within the Easement Premises which may interfere with the location, construction, maintenance, repair, upkeep or use of the Trailway. The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be at the Grantee's expense.

5. Grantee, as a consideration for our grant of the right to construct and install such Trailway, shall be obligated to fill and grade to ground level the areas adjoining the Trailway and shall also be obligated to restore to their former condition, insofar as is reasonable, shrubs, landscaping, and/or grass alongside such Trailway. Grantee further covenants and agrees that it will restore any disturbed part of Grantor's Parcel, including within the Easement Premises, including any fence or gate erected by Grantor along the Trailway, to a similar condition, insofar as is reasonably possible promptly upon the completion of any maintenance, repair, upkeep, replacement, construction or reinstallation of such Trailway. Grantee will prohibit commercial or industrial uses of such Trailway.

6. Grantee shall fully indemnify, save and keep harmless Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance, presence or use of the Easement Premises, Easement, or Trailway within Grantor's Parcel, except for the negligence or intentional acts of the Grantor. Grantee expressly waives any defense of sovereign immunity to the extent the same would prevent Grantor from enforcing the terms of Agreement.

7. Grantee will allow the Grantor or its successors to place and construct a fence, gates, and other landscaping within the Easement Premises, with a minimum of 6 feet of clearance from the paved Trailway. Grantor shall not construct any building, structure or improvement other than the fence, gate, and landscaping noted above within the Easement Premises without the written consent of Grantee, or impede the access or use of anyone on the Trailway.

8. The Easement, and all the terms of this Trailway Easement Agreement, run with the land and shall benefit and burden the successors and assigns of either party.

9. This Trailway Easement Agreement sets forth the entire agreement of the parties with respect to the Trailway Easement and is the product of negotiation between the parties, represented by their respective legal counsel.

The parties have executed this Trailway Easement Agreement to reflect their agreement to be effective on the date at the top of this agreement.

Ottawa County Road Commission

By: \_\_\_\_\_  
Brett A. Laughlin, its Managing Director

State of Michigan                    )  
  ) ss.  
County of Ottawa                    )

This Trailway Easement Agreement was acknowledged before me on \_\_\_\_\_, 2022, by Brett A. Laughlin, the Managing Director of the Ottawa County Road Commission, on behalf of that entity.

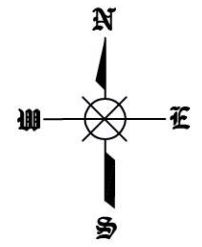
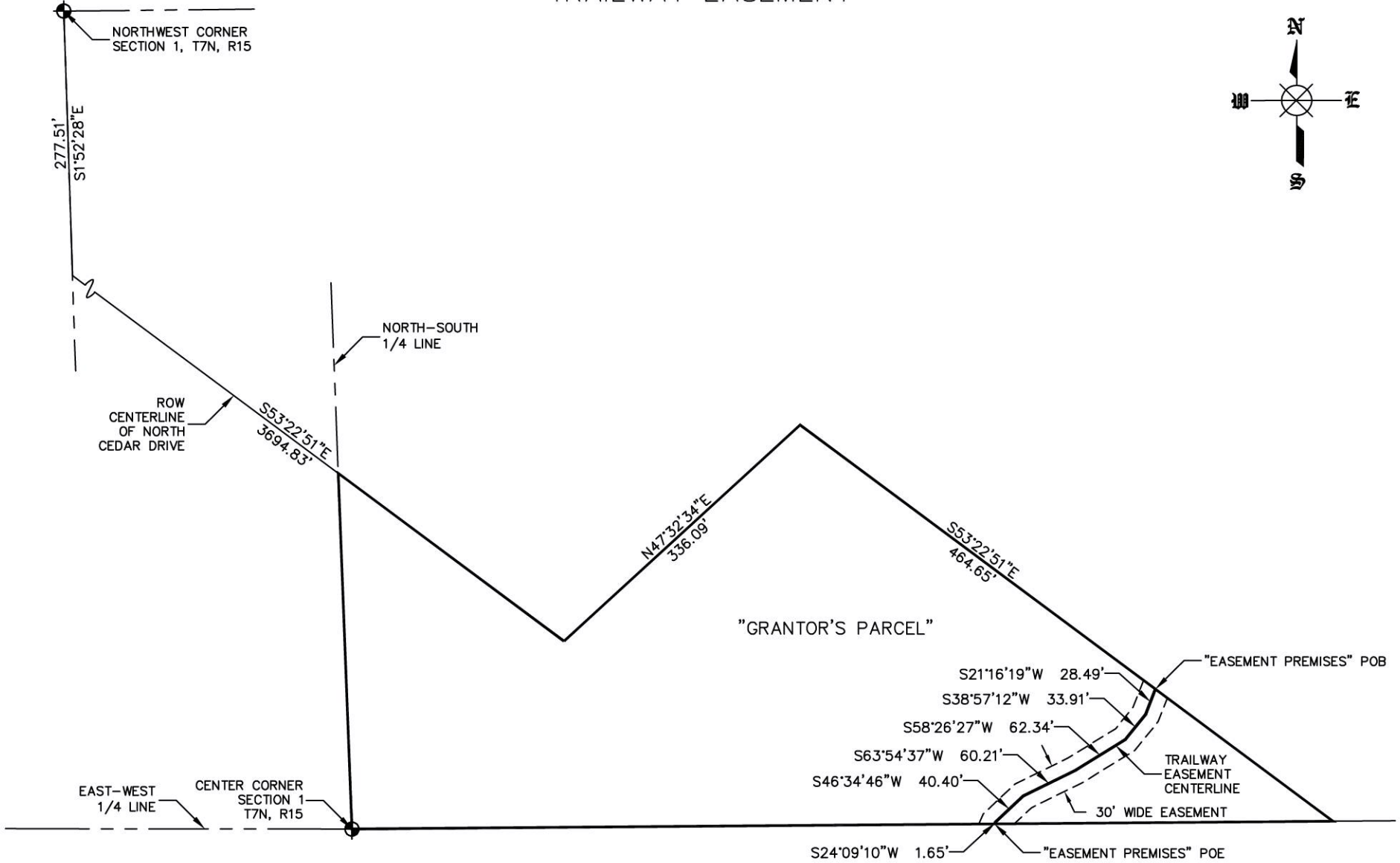
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in Ottawa County, Michigan  
My commission expires: \_\_\_\_\_

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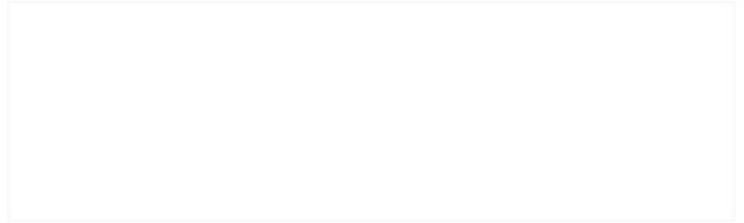




# EXHIBIT A TRAILWAY EASEMENT



OTTAWA COUNTY



By: \_\_\_\_\_  
Matthew R. Fenske, Chairperson  
Board of Commissioners

Date \_\_\_\_\_

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

Date \_\_\_\_\_



# Grand River Greenway - Project Stakeholders

*The Grand River Greenway Project is being made possible through a public/private partnership and effort of multiple agencies that includes several stakeholders and supporters.*

## Ottawa County Board of Commissioners



**Ottawa County**  
*Where You Belong*

Matthew Fenske, Chair  
Allen Dannenberg, Vice-Chair  
Joe Baumann  
Roger Bergman  
Greg DeJong  
Frank Garcia  
James Holtvluwer  
Philip Kuyers  
Randy Meppelink  
Kyle Terpstra  
Doug Zylstra



[miOttawa.org/parks](http://miOttawa.org/parks)

## Ottawa County Parks & Recreation Commission

Kelly N. Rice, President  
Jane Longstreet, Vice President  
Philip Kuyers, Secretary  
Joe Bush  
Greg DeJong  
Kate Harmon  
Lukas Hill  
James Holtvluwer  
Linda McAffrey  
Jim Miedema

## Official Public Agency Partners

Allendale Township

City of Grandville

Georgetown Township

Grand Haven Township

Grand Valley State University

Robinson Township

Michigan Department of Natural Resources

Michigan Department of Transportation

Michigan Natural Resources Trust Fund

Ottawa County Road Commission



# Grand River Greenway - Project Stakeholders

*The Grand River Greenway Project is being made possible through a public/private partnership and effort of multiple agencies that includes several stakeholders and supporters.*



## Grand River Greenway Campaign Committee

### Committee Co-Chairs

Monica Verplank  
Samantha Verplank

Myron Aldrink  
Dr. Barb Brown  
Wendy Creason  
Tina Dee

Andy DeVries  
Thomas Haas  
Tom Jackoboice  
Mark Schmidt

Jason Shamblin  
Timothy Stoecker  
Al Vanderberg

### Past Members

Peter Secchia †  
John Scholtz  
Tom Werkman

## Ottawa County Parks Foundation Board of Directors

Bobbi Jones Sabine, President  
Anita Yoder, Vice President  
Pete Esser, Treasurer  
Dr. Barbara W. Brown, Secretary  
Cathy Feyt  
Tim Grunwald

Alice Hoban  
Jane Longstreet  
Dr. Kate Remlinger  
Timothy Stoecker  
Dr. Deb Sturtevant  
Marjorie Viveen

Jason Shamblin, Parks Director

Ottawa County Parks Foundation  
PO Box 314, West Olive, MI 49460  
ottawacountyparksfoundation.org  
info@ottawacountyparksfoundation.org

## *Thank you* to our project supporters!

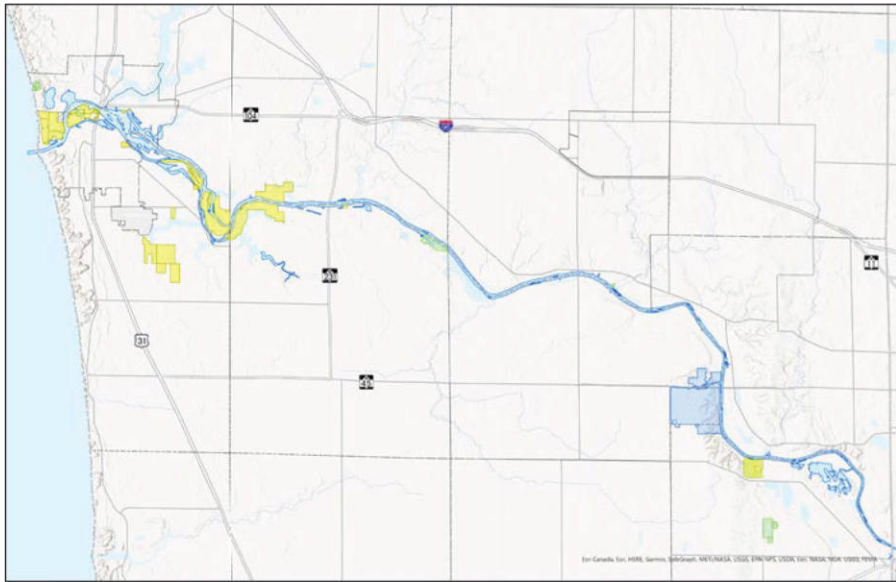
Bill & Bea Idema Foundation  
Meijer Foundation  
DeVos Family Foundations  
Secchia Family  
Wege Foundation  
Frey Foundation  
Verplank Family  
Grand Haven Area  
Community Foundation  
Cook Foundation  
Gordon Foods  
Herman Miller Cares  
Sebastian Foundation  
John & Jim Zevalkink  
Consumers Energy Foundation  
JC Huizenga  
Loutit Foundation  
BizStream  
Tom & Barb Jackoboice  
Jandernoa Foundation  
Matt & Holly Maloney

Jim Zawacki  
John and Jennifer Essex  
Budge & Marilyn Sherwood  
Dr. Barbara Brown & Linda McAffrey  
Allendale Community Foundation  
Fifth/Third Bank  
Hudsonville/Jenison  
Community Foundation  
Dottie Johnson  
Lacks Industries  
Beacon Recycling, Inc.  
Mary Jacobson  
The JSJ Foundation  
Jim & Barb Caldwell  
Don & Cindy Anderson  
Kennard & Wendy Creason  
Kevin Haviland & Patti Griswold  
Larry & Anne McLaughlin  
Kathryn & Glenn McMillan  
Family Fund  
Priority Health

Bill & Marjie Viveen  
John & Kathryn Nash  
Alt, Jonas, & Mercurio  
Family Fund  
Amy & Aaron Bodbyl-Mast  
Bill & Anne Boersma  
Paul Boyer  
Tina Dee & Scott Lampe  
Andy DeVries  
Bud and Charyn Hoffman  
Damon & Kim McLaughlin  
Happy & Kathleen O'Brien  
Fox Charitable Foundation  
Dr. Thomas Kimball  
Jim and Eleanor Mitton  
Gentex  
Innogroup Foundation  
Deborah Meijer  
SoundOff Signal  
Dr. Kate Remlinger & Robert Bell

# Grand River Greenway - Project Background

Map Legend: ■ County Parks ■ Other Parks/Public Property ■ GVSU



## 1987-1996: Visioning

In 1989, the Ottawa County Parks and Recreation Commission first identified the concept for the Grand River Greenway:

*To protect land along the river that is important for nature and recreation and then connect the Greenway lands together with a multi-use pathway.*

**2,061** Acres of protected land

**14%** Shoreline protected

**2** Sites managed by Ottawa County Parks

## 1997-2016: Major Expansion

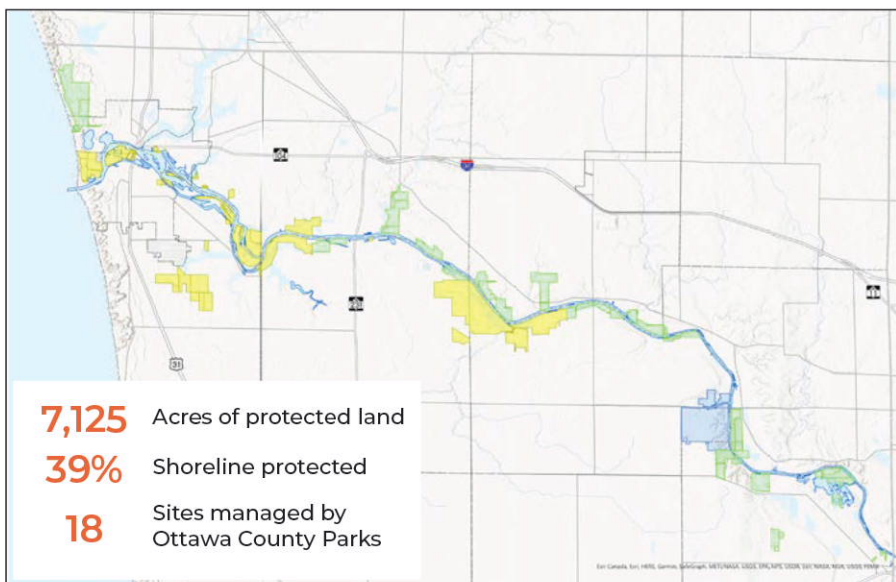
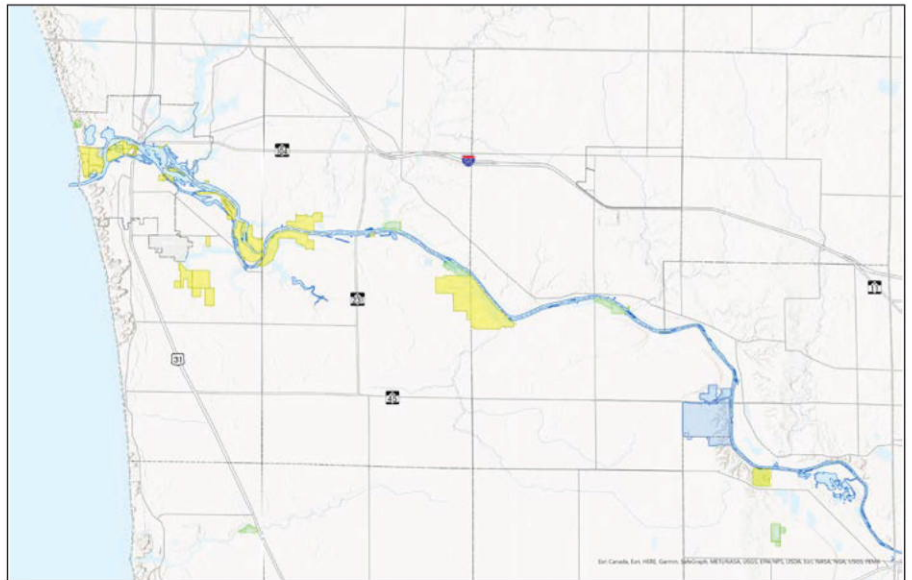
While some progress was made in protecting greenway lands from 1989 to 1996, the Grand River Greenway project did not gain momentum for Ottawa County Parks until the passage of the Parks Millage in 1996.

Major expansions commenced the following year with acquisitions for what would become Eastmanville Bayou and Crockery Creek Natural Area.

**3,354** Acres of protected land

**37%** Shoreline protected

**12** Sites managed by Ottawa County Parks



**7,125** Acres of protected land

**39%** Shoreline protected

**18** Sites managed by Ottawa County Parks

## 2017-Present: Connecting

In 2017, following the second renewal of the Parks Millage and the launch of the Grand River Greenway Capital Campaign, the Greenway project shifted focus to:

1. Complete purchases of core Greenway properties
2. Complete the Idema Explorers Trail

The Idema Explorers Trail is being constructed on the south side of the Grand River and will connect Grand Haven to the regional trail system in Kent County, connect Greenway lands together, connect to key destinations (such as the GVSU Allendale Campus), and provide a nature-based hiking/biking experience with several extended sections of trail through parks and along river or waterfront.

# Grand River Greenway - Conservation



*"The corridor is recognized as one of the richest areas in the state for species of greatest conservation concern and biodiversity, is a focal area for Lake Michigan fisheries restoration, is above-average for climate resiliency, and lies along a globally recognized Important Bird Area"*

*- Audubon Great Lakes assessment of Grand River Coastal Corridor*

## Project Facts

- Picturesque landscapes: ravines, marshlands, bayous, floodplain forests, and restored prairies
- 31 miles of publicly owned shoreline (out of an estimated 50 miles of undeveloped shoreline)
- 3,500+ acres of wetlands preserved
- 3,750+ acres of floodplain preserved
- Key fish spawning and migratory bird habitat and some of the most biodiverse land in the county
- Prevention and removal of invasive species in hundreds of acres of natural land
- Ecosystem creation/restoration, including 75 acres of planned forest restoration

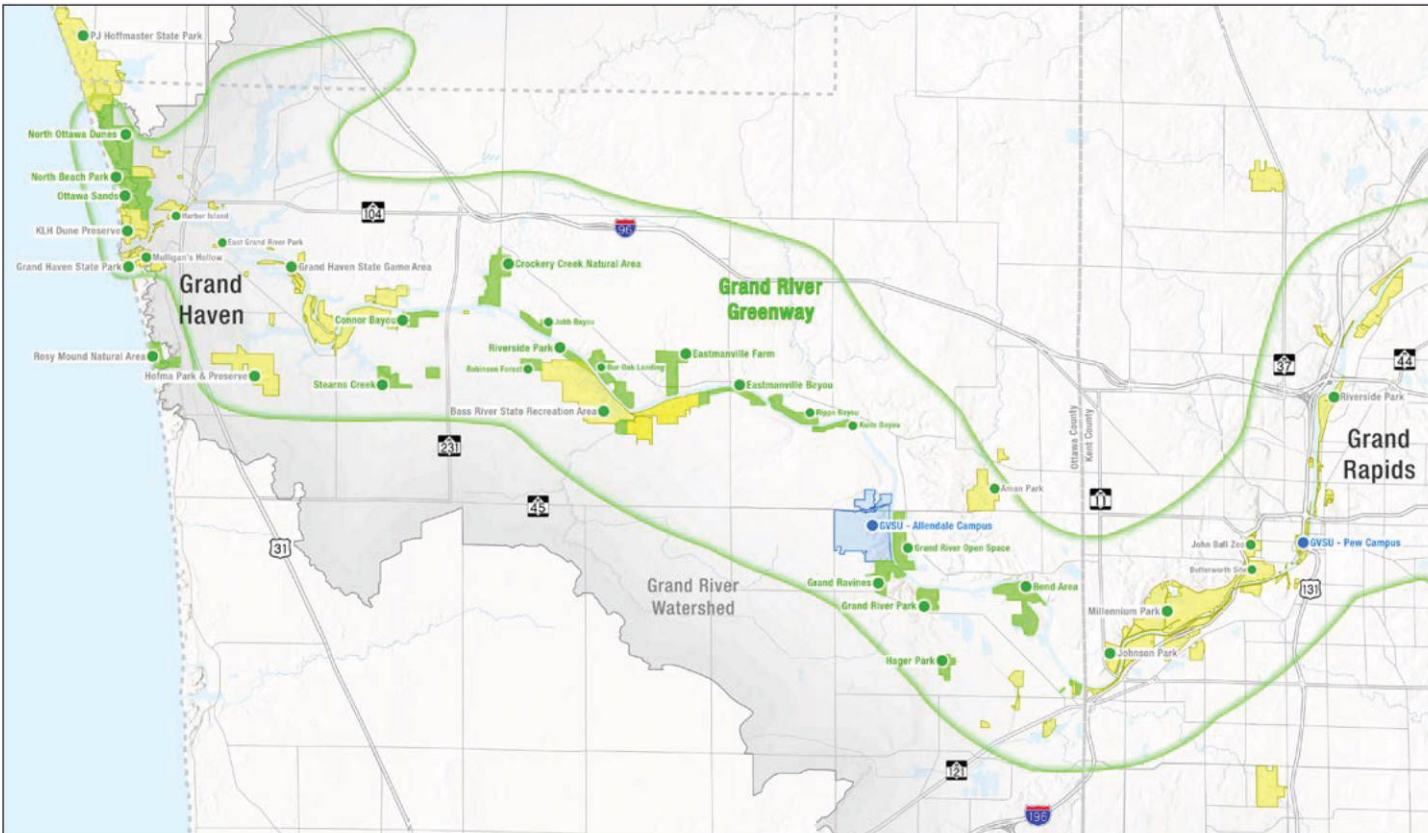
**8,350** Total Public Acres\*

**31** Total Miles of Protected Riverfront

**39%** of Riverfront Protected

**212** Acreage Added with Greenway Funds

*\*The Summer 2021 Report included in the total acreage that has been corrected after an error was found in the GIS data.*



# Grand River Greenway - Idema Explorers Trail



## Project Facts

- 36.5-mile multi-use, ADA-accessible trail
- 16 miles of trail through parks
- 12 miles of trail along waterfront areas
- Connects users to:
  - 96 miles of regional trails (future: 250 miles)
  - 46 public parks with 65 miles of park trails
  - M-231 Grand River Bridge Trail
  - Lake Michigan
  - Ottawa Sands
  - Millennium Park
  - GVSU Allendale Campus
  - Several communities/business districts
  - 20+ locations to fish

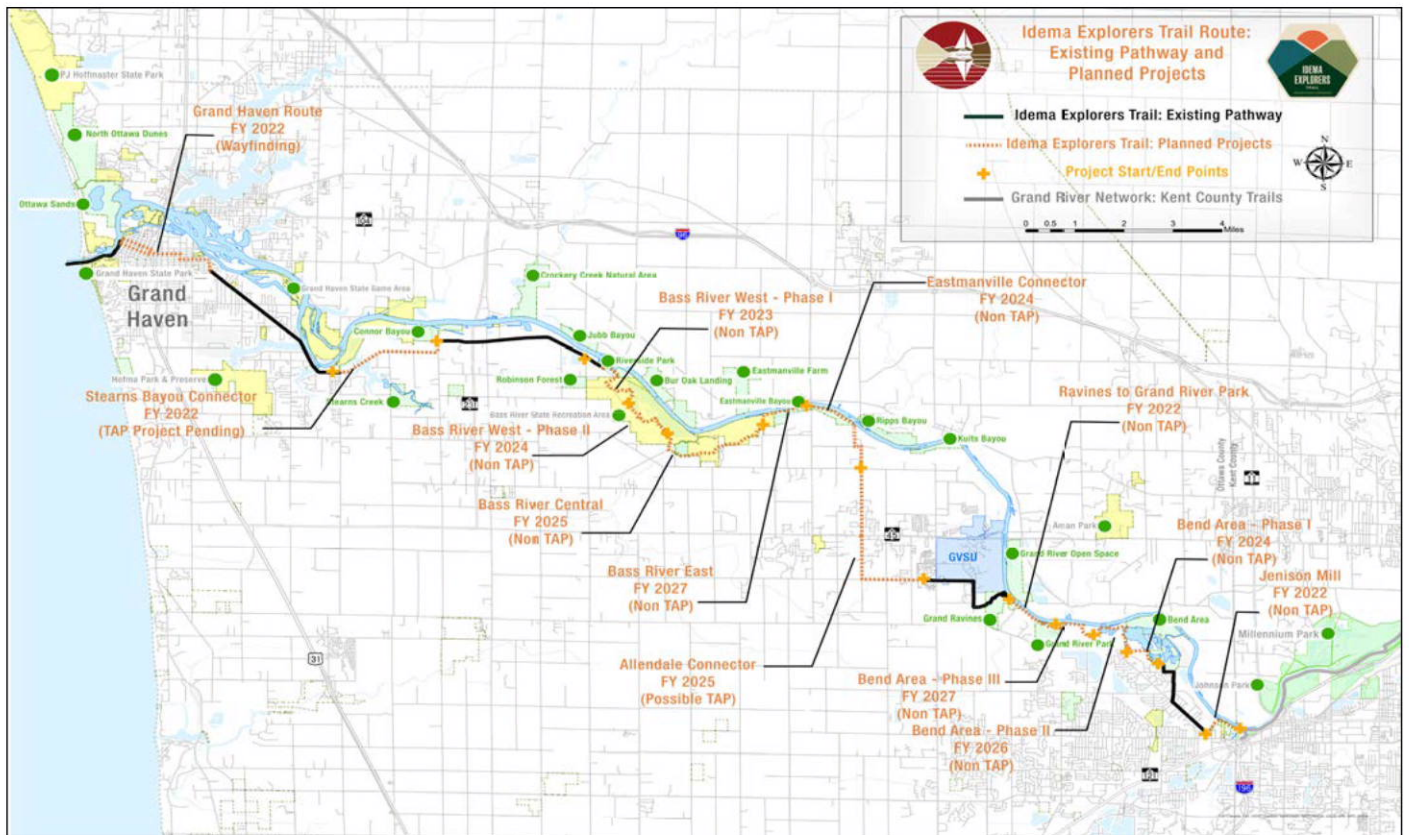
**36.5** Trail Miles

**14** Miles of Trail Completed

**20+** Miles of Trail in Progress

**28** Regional Trail Miles Now Connected

**4** Parks Now Connected





# Idema Explorers Trail - Jenison Mill Segment

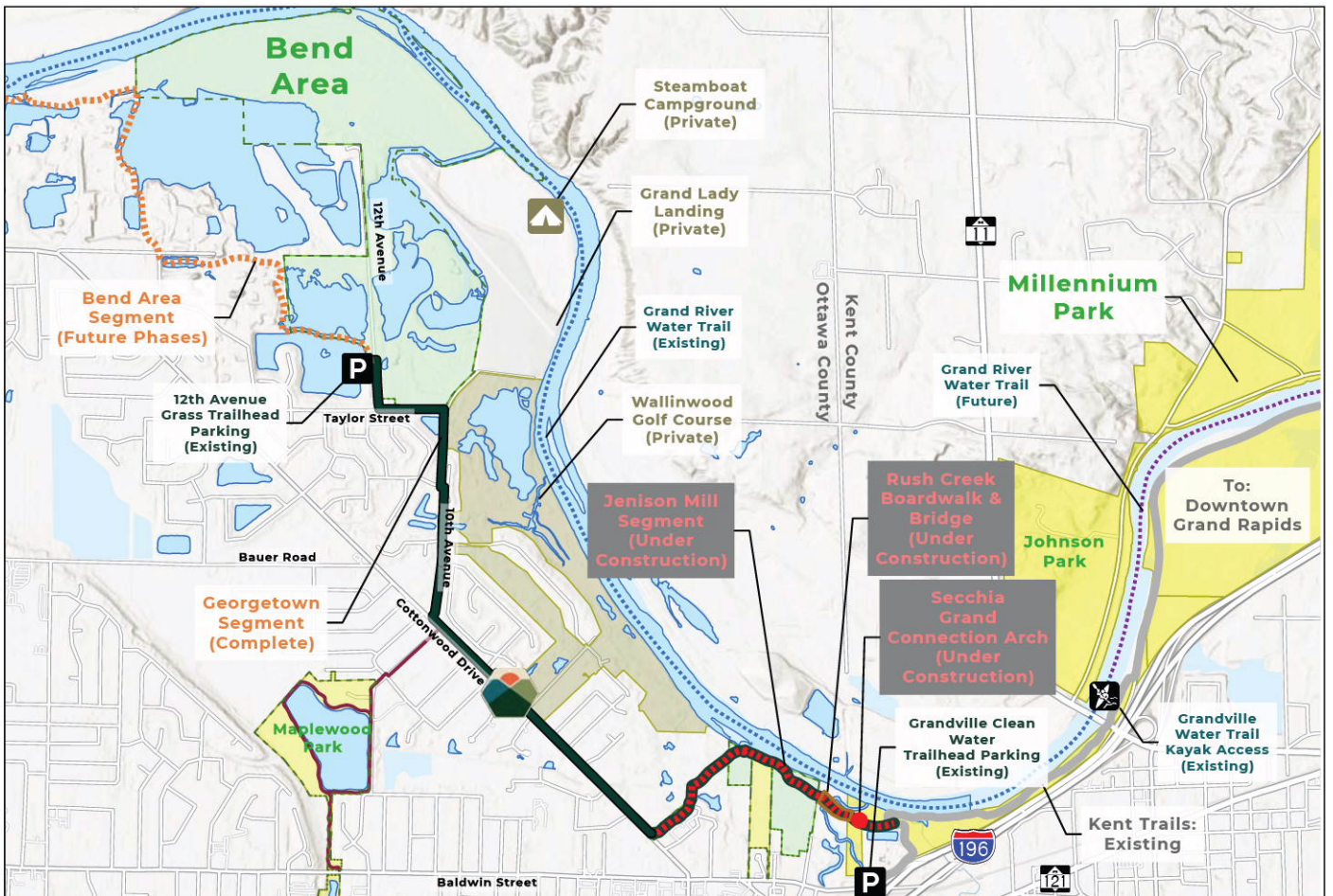


## Project Status:

- Acquisition: Complete
- Design: Complete
- Permitting: Complete
- Construction: 2022
  - Now underway (See photo above)

## Planned Features:

- Connection to trails in Kent County
  - Access to Millennium Park & downtown Grand Rapids
- “Gateway Arch and Plaza” at County border
- Bridge and boardwalk over Rush Creek and floodplain
- Scenic riverside views and wooded wetlands



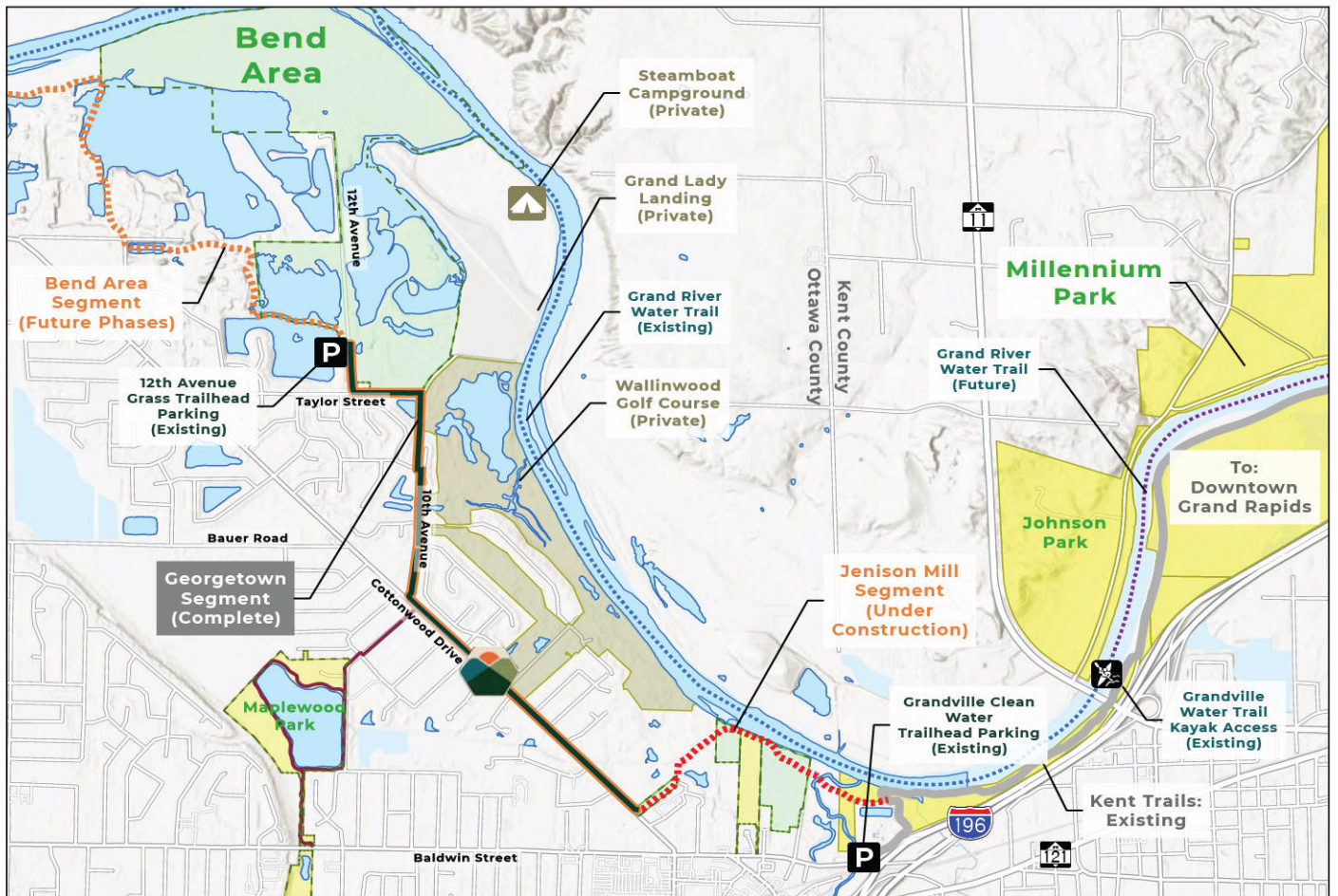
# Idema Explorers Trail - Georgetown Segment



**Project Status: Complete**

**Features:**

- Connects expanding Bend Area Open Space property to Kent County
- Connects business districts in Jenison to Georgetown Township neighborhoods
- Grass/gravel trailhead on 12th Avenue with wayfinding
- Connections to Bend Area hiking trail system, which includes 4+ miles of natural surface trails with waterfront views and riverfront loop



# Idema Explorers Trail - Bend Area Segment

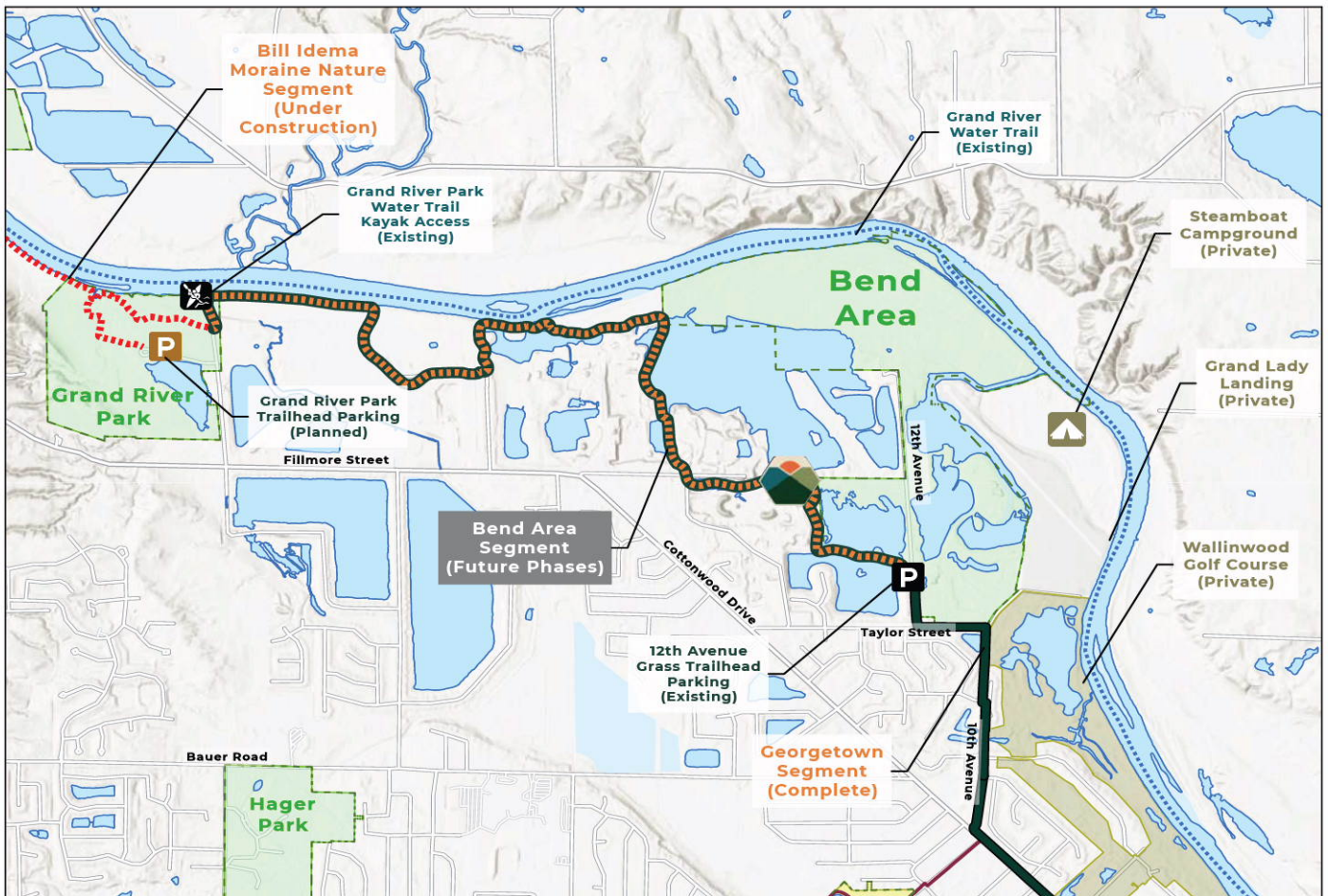


## Project Status:

- Acquisition: In process (250+ acres targeted)
- Design: Will commence following acquisitions
- Construction: TBD

## Planned Features:

- Scenic riverside/waterfront views
- Lush sections of wooded wetlands
- Connects Bend Area to Grand River Park
- Trail segment will be a central feature of future Bend Area park
- Access to future park amenities (lake, swimming beach, playground)



# Idema Explorers Trail - Bill Idema Moraine Nature Segment

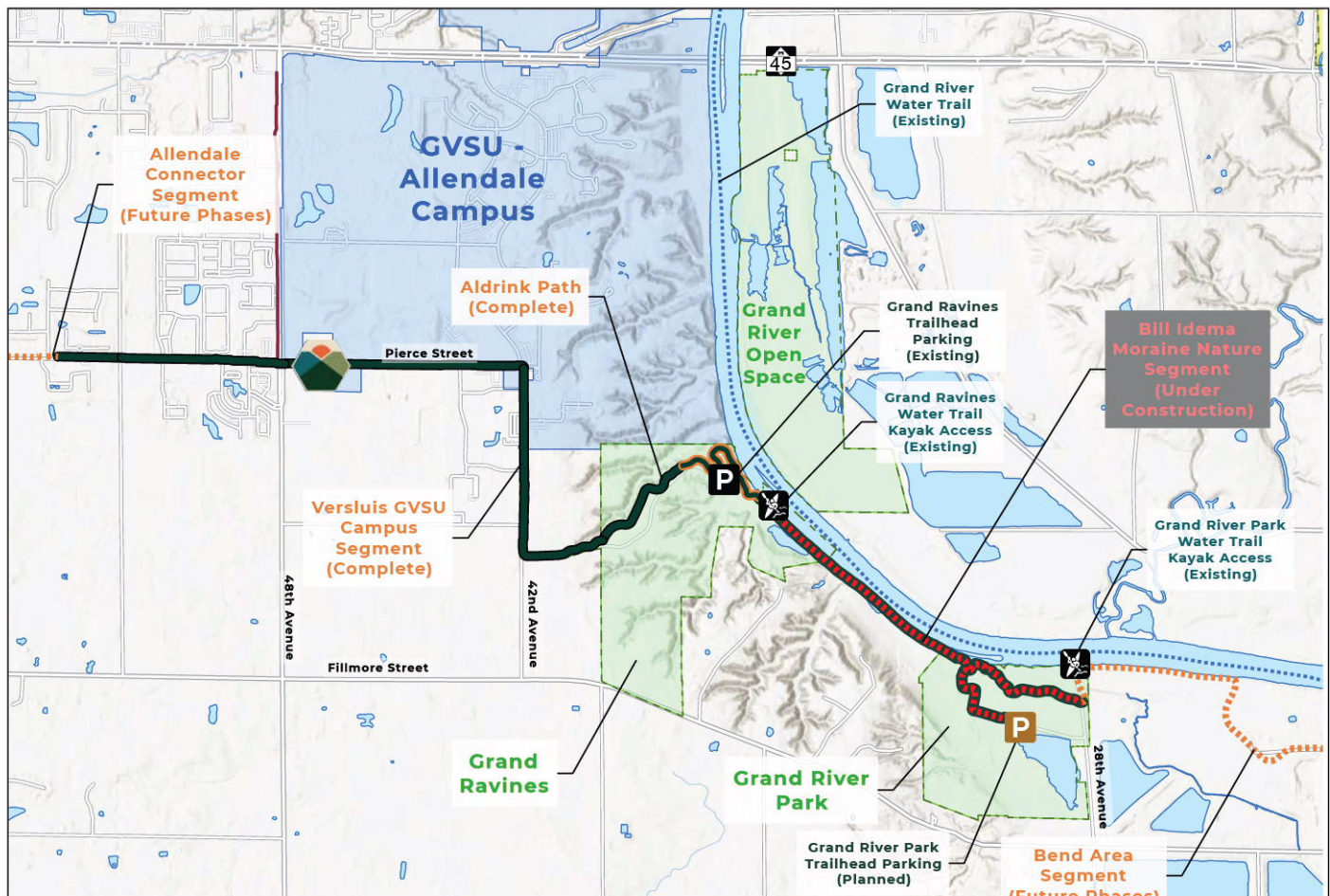


## Project Status:

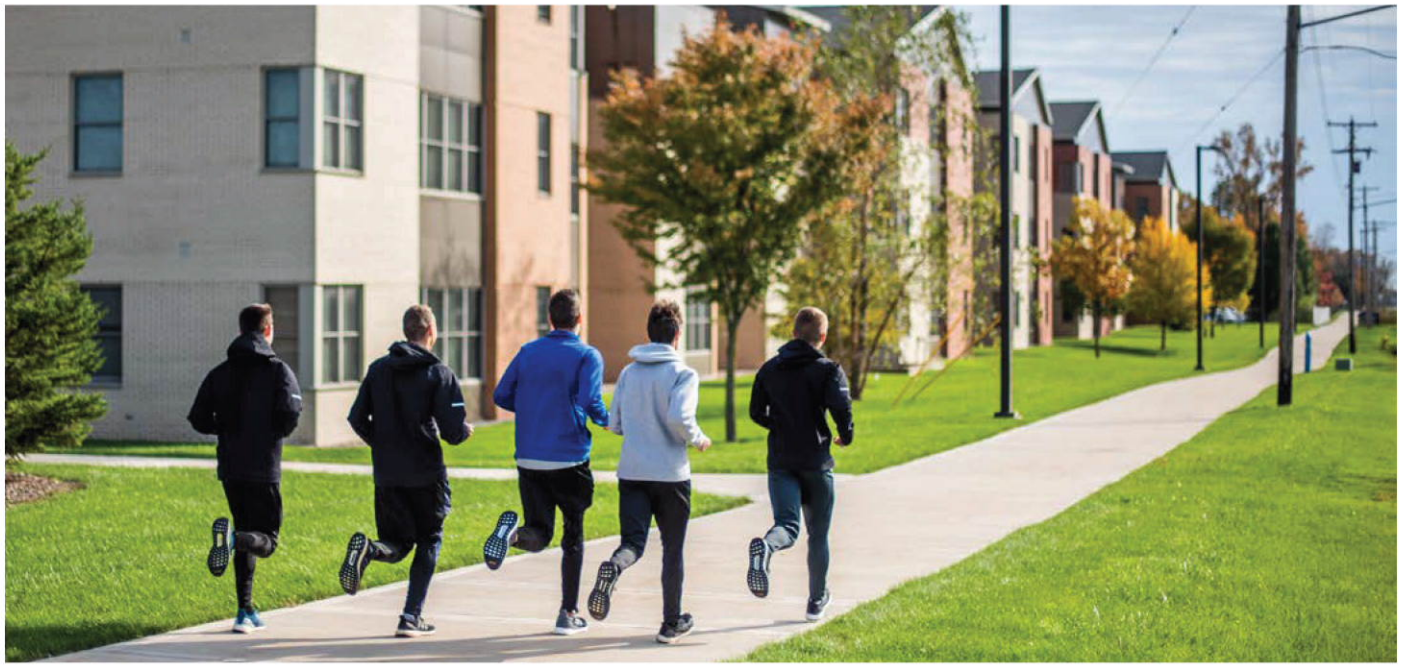
- Acquisition: In process
- Design: Complete
- Construction: 2022 (Underway)

## Planned Features:

- Scenic riverside/waterfront views
- Ascent/descent from top of ravines to river level
- Connects Grand River Park to Grand Ravines
- New trailhead access planned at Grand River Park
- Access to modern restroom facilities on both sides of the trail
- Access to hiking trail systems at Grand River Park and Grand Ravines (nearly 9 miles of trails)



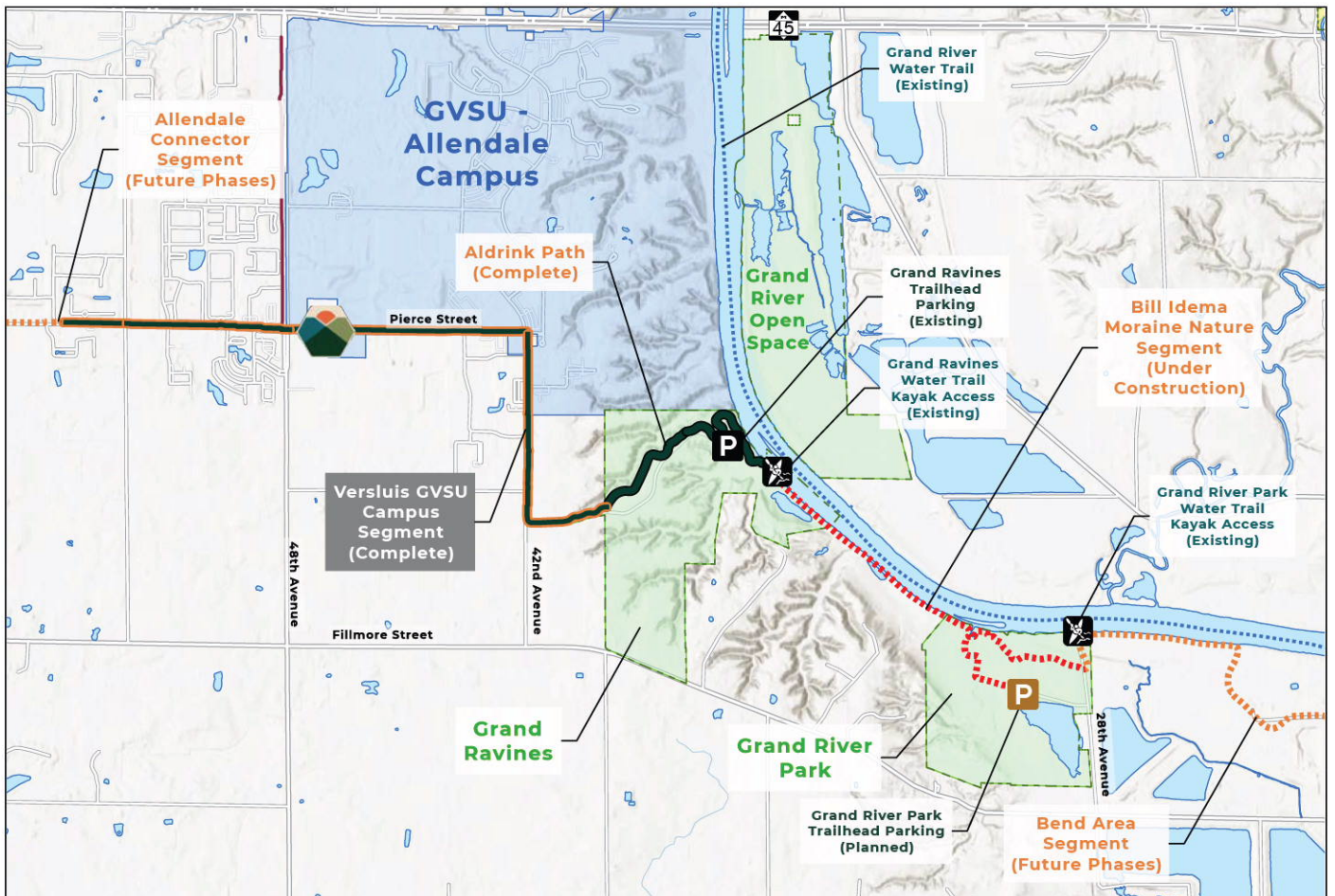
# Idema Explorers Trail - Versluis GVSU Campus Segment



Project Status: Complete

Features:

- Safe connection from GVSU Allendale Campus/Student Housing to Grand Ravines
- Connections to campus pedestrian/bike system
  - Access to campus amenities such as campus store, restaurants, and coffee shops
- Connections to M-45 Business District
  - Access to amenities such as food and lodging
- Access to The Rapid transit system



# Idema Explorers Trail - Allendale Segment

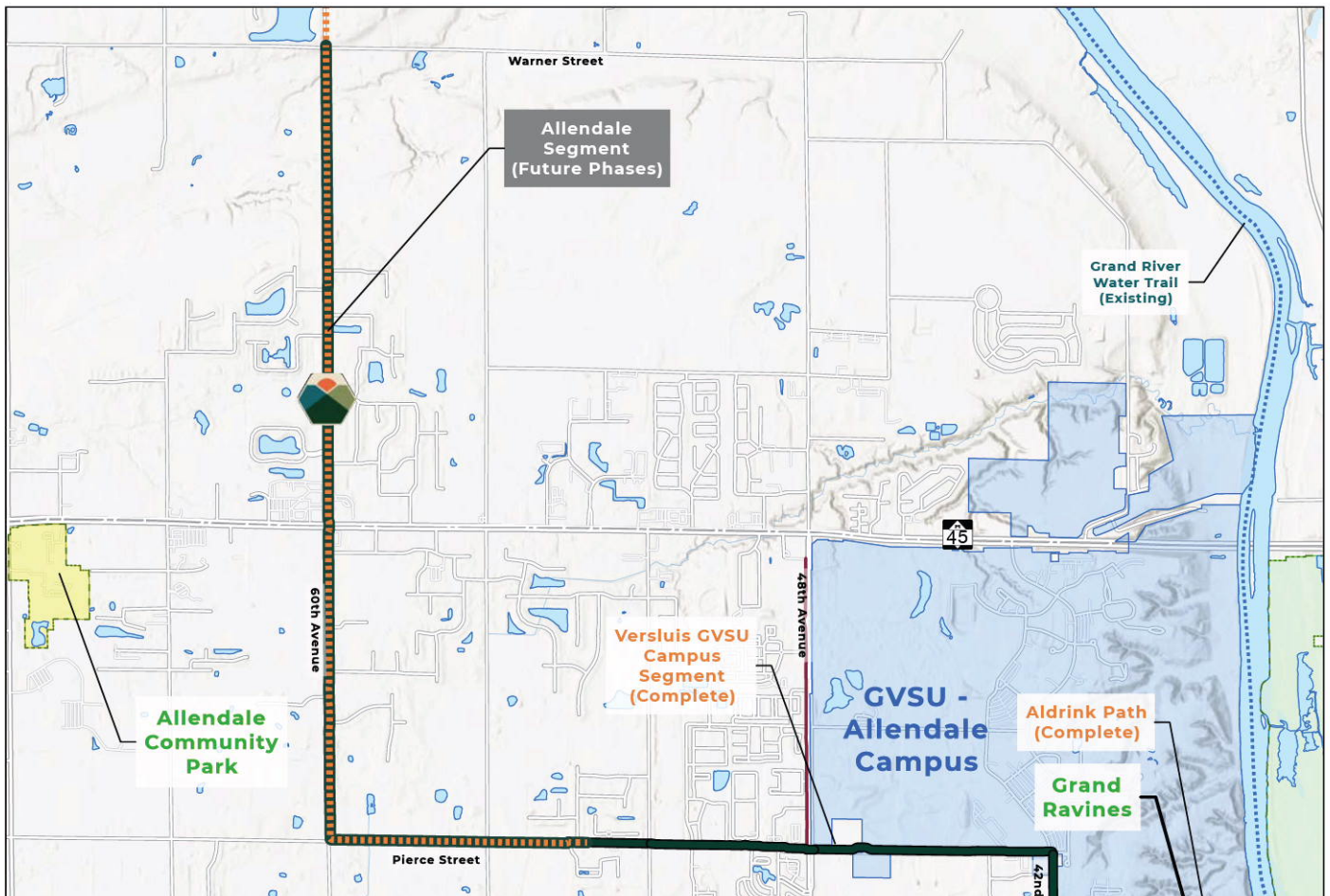


## Project Status:

- Acquisition: Easements may be sought
- Design: In process
- Construction: TBD

## Planned Features:

- Connects Allendale neighborhoods to:
  - Greenway Parks
  - M-45 Business District
  - GVSU Allendale campus
- Trail segment could be spine of larger township trail system



# Idema Explorers Trail - Bea Aldrink Eastmanville Legacy Segment

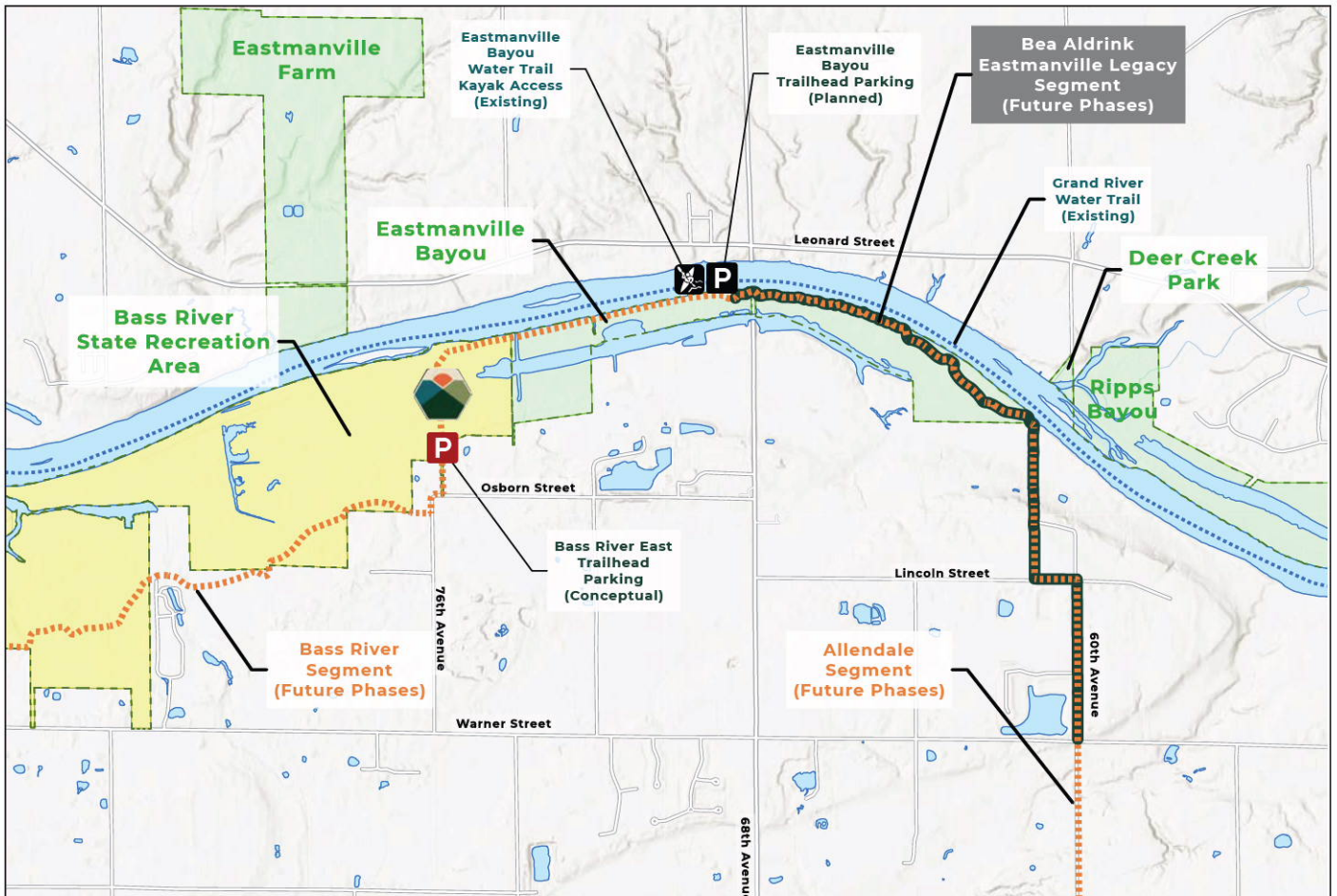


## Project Status:

- Acquisition: Easements may be sought
- Design: Complete
- Permitting: In process
- Construction: 2024 (Tentative)

## Planned Features:

- Access to Eastmanville Bayou from Allendale
- Scenic mile-long stretch of trail along Grand River and Eastmanville Bayou/wetlands
- Access to remote Virginia bluebell area
- East terminus of possible 9-mile stretch off road and in park land



# Idema Explorers Trail - Bass River Segment

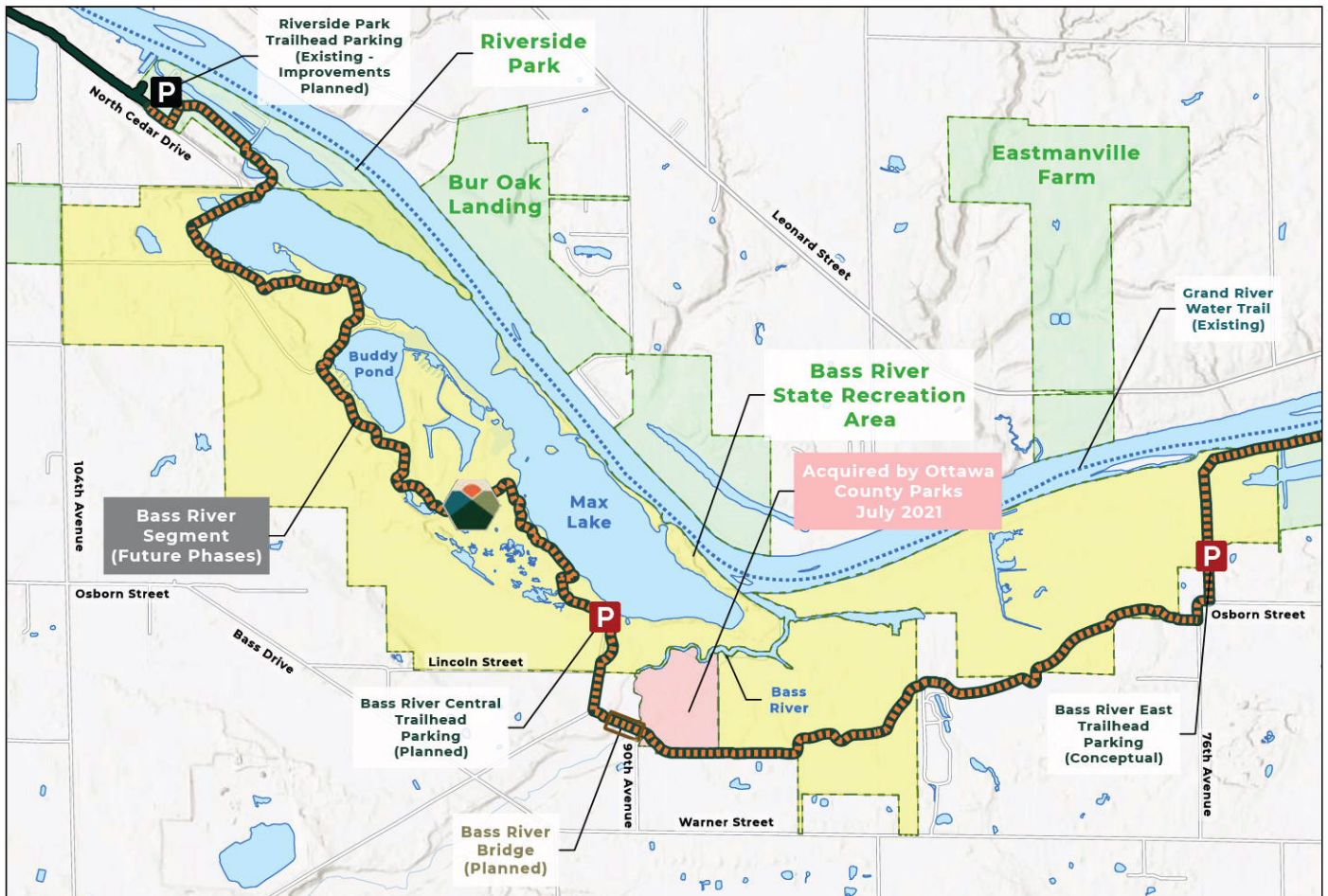


## Project Status:

- Acquisition: In process
  - 47 acres acquired to-date
  - 33 additional acres targeted
- Design: In process
- Construction: TBD

## Planned Features:

- Scenic riverside/waterfront views
- Central area of possible 9-mile stretch of trail off road and in park land
- Varied landscapes - woodland, floodplain forest and wetlands, open grasslands
- Bridge over Bass River





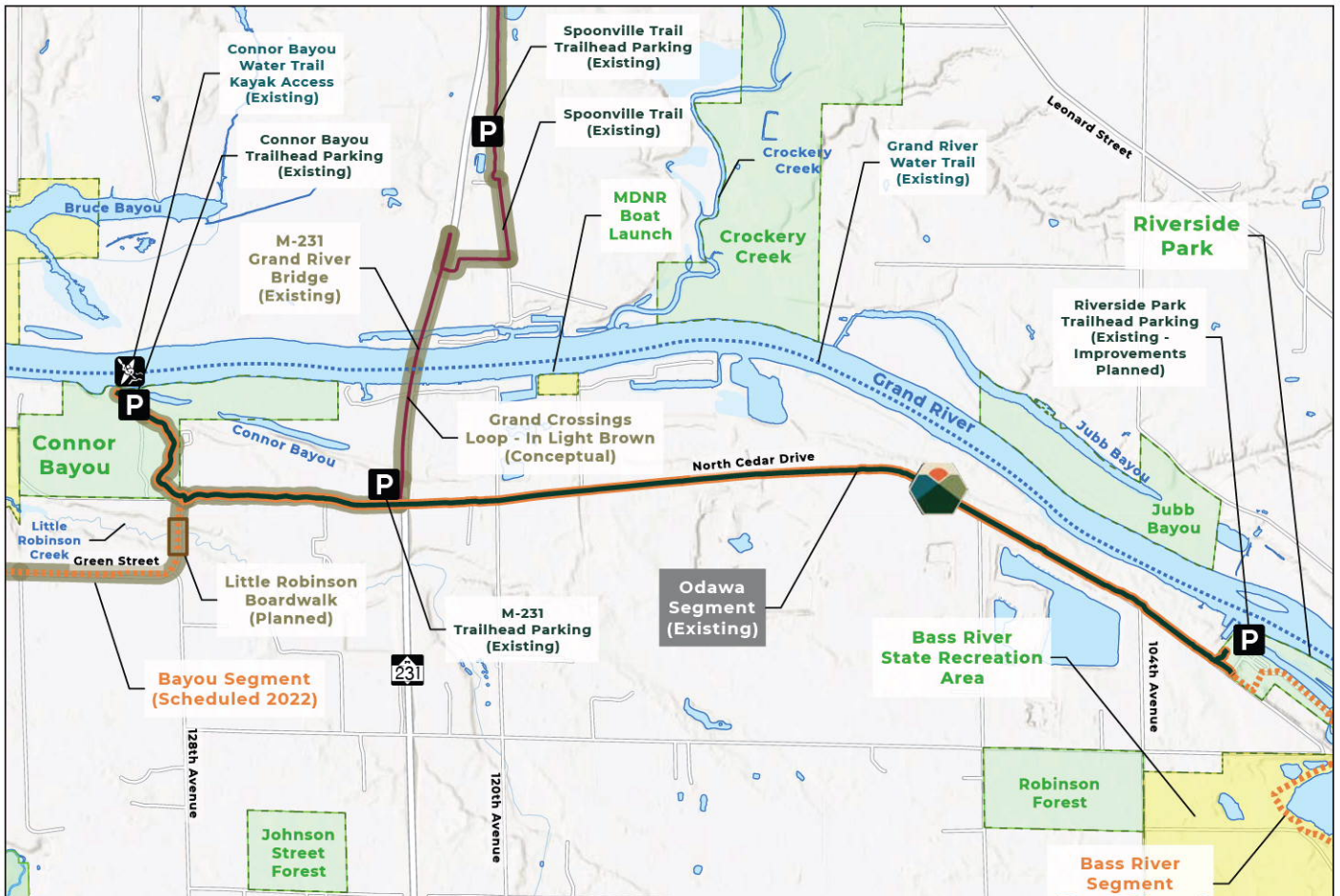
# Idema Explorers Trail - Odawa Segment



Project Status: Complete

Features:

- Connects Connor Bayou to Riverside Park, with wooded route through Connor Bayou
- Connects to M-231 Grand River Bridge and trail network on north side of Grand River
  - Bridge trail features scenic views of river as well as Connor Bayou and Bruce Bayou
- Part of possible “Grand Crossings” loop
- Trailhead access at M-231 Bridge
- Access to MDNR 120th Avenue Boat Launch
- West terminus of possible 9-mile stretch of trail off-road and in park land



# Idema Explorers Trail - Bayou Segment

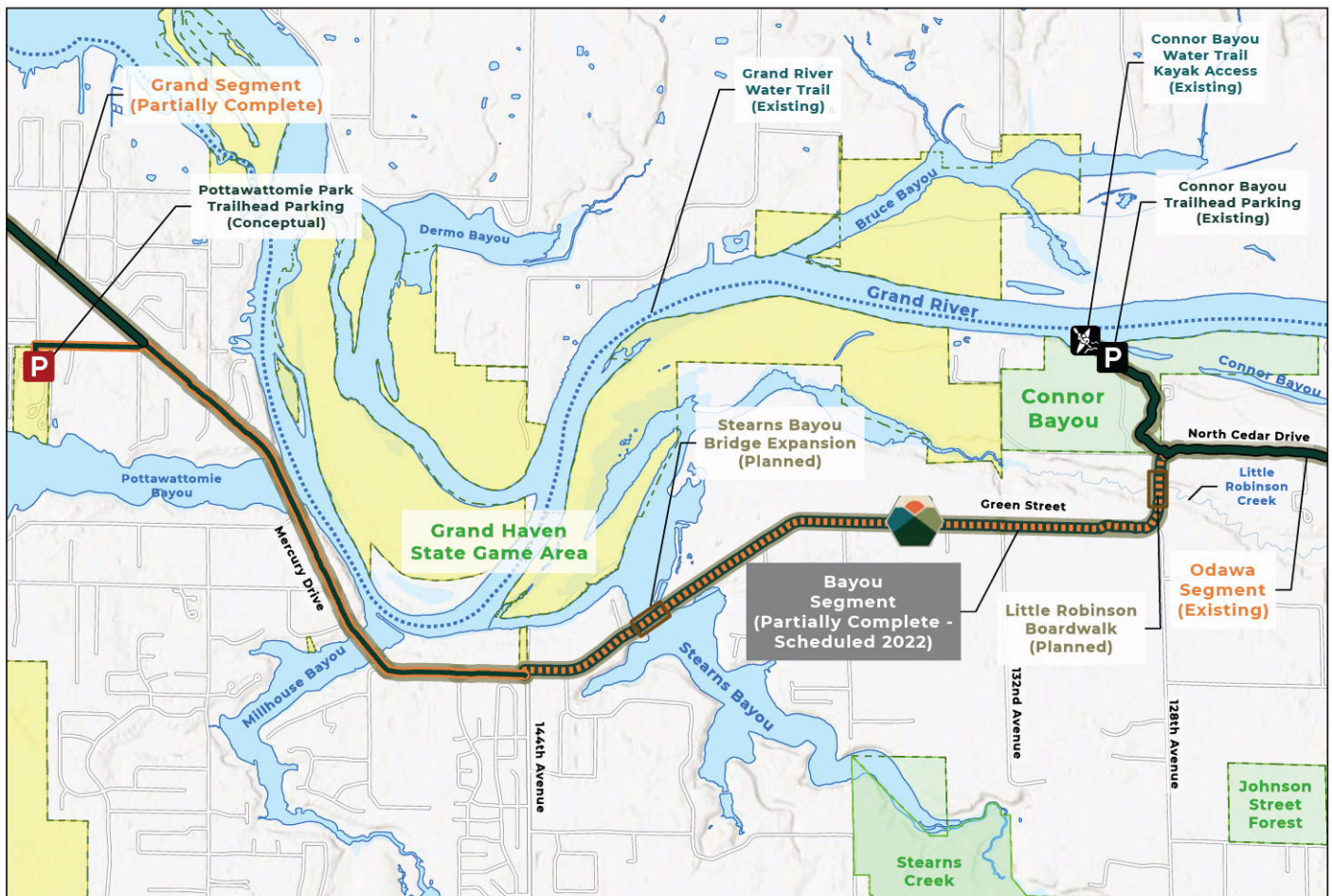


## Project Status:

- Acquisition: Complete
- Design: In process
- Permitting: In process
- Construction: 2022 (Tentative)

## Planned Features:

- Scenic riverside/waterfront views, including a series of Grand River bayous
- Expanded bridge over Stearns Bayou
- Connects Grand Haven area to Greenway parks
- Connects Grand Haven area to M-231 Grand River Bridge
- Part of possible "Grand Crossings" loop



# Idema Explorers Trail - Grand & Boardwalks Segments

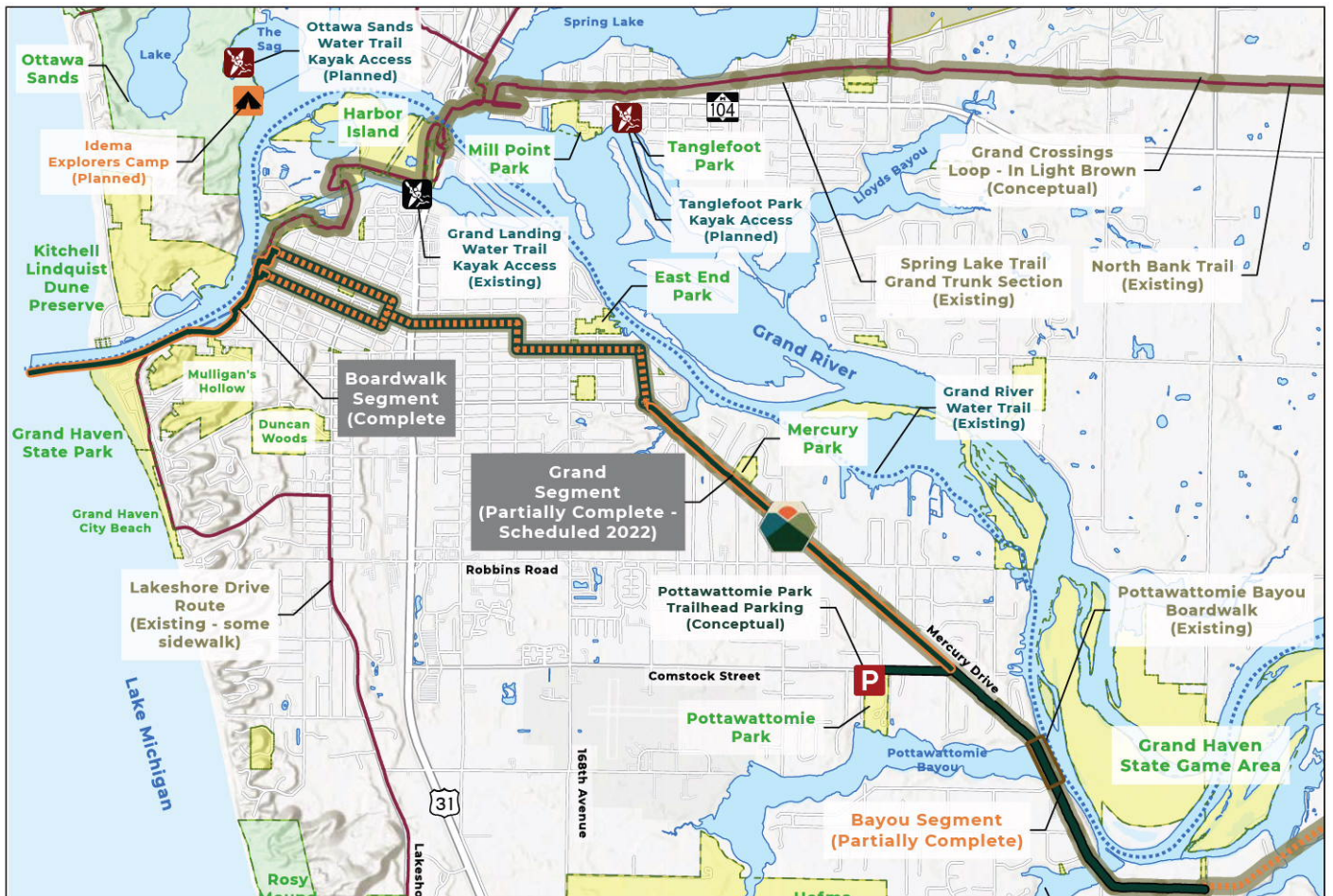


## Project Status:

- Design: In process
- Route Designation: 2022 (Tentative)

## Planned Features:

- Connects Grand Haven to Greenway
- Connection to downtown Grand Haven & Boardwalk
- Connection to Lake Michigan
- Access to several parks
- Part of possible "Grand Crossings" loop
- On-street route through Grand Haven neighborhoods
- New trailhead access at Grand River Park





## Project Status : Complete

In 2021, a master plan was completed for Ottawa Sands which focused on a “regenerative approach.” Overuse and overdevelopment were identified as top concerns during the master plan community engagement process. Additionally, there was a strong commitment among staff and stakeholders not only to avoid overuse and overdevelopment of Ottawa Sands, but also to preserve and enhance the “sublime experience” that has enchanted so many. With this in mind, a painstaking effort was undertaken to craft a balanced Master Plan that maintains the serene aesthetic features of the site while also enhancing ecological health and expanding access. Details about specific elements of the regenerative approach are provided below.

- Restoration and Enhancement to 238 acres (69% of the site)
  - Active ecological enhancements to at least 26 acres (8% of site)
    - Help wildlife thrive by increasing biodiversity through wetland creation and restoration
    - “Terraced” shoreline along Grand River to prevent erosion and improve flood storage
  - Site sculpting for recreational improvements will provide aesthetic and ecological benefits
  - “Enhanced landform buffers” will screen different activity areas from view, preserving aesthetics
  - Diversified terrain important for habitat in areas left
  - Proposed native landscaping efforts will diversify site, improving habitat for wildlife
- Limited areas of active recreational improvements
  - Only 8% of site proposed for improvements (only 1% of new development in coastal corridor)
  - Recreational areas significantly reduced from Trust Fund grant concept plan (30-acre RV Park removed)
  - Recreational sites reduced from initial Master Plan proposal (3 camping areas across site combined to one)
  - Active sites limited to previously distributed areas and will stabilize these sites
- Enhancements will integrate high performance green infrastructure which will benefit ecological health of park
  - “Bio-swales” and rain gardens
  - Constructed wetlands for wastewater
  - Green roofs
  - Rainwater harvesting
  - Alternative energy sources being investigated where possible, including solar panels
- Recreational enhancements will drive removal of invasive species prevalent in some areas of park
  - Thick honeysuckle at campground otherwise very difficult and expensive to remove
- Restoration and site enhancements will provide “a visible, exciting demonstration and education resource to illustrate the potential to re-establish increasingly health and diverse ecologies on degraded sites”

# Grand River Greenway - Idema Explorers Camp (Ottawa Sands)



## Project Status

With a major gift from the Bill and Bea Idema Foundation, work has commenced to construct the Idema Explorers Camp, which is being designed to directly service Greenway hikers, bikers, and kayakers .

- Design: In process
- Permitting: In process
- Construction: 2022

## Planned Features:

- “Outfitted” Camping
  - Yurts and Treehouses
  - Tent sites
  - Scenic riverside views
- Connections to amenities across the Grand Haven/ Spring Lake area
- Accessible kayak launch on “the Sag”
  - Access to Grand River and Lake Michigan Water Trails



# Grand River Greenway - Grand Crossings Loop

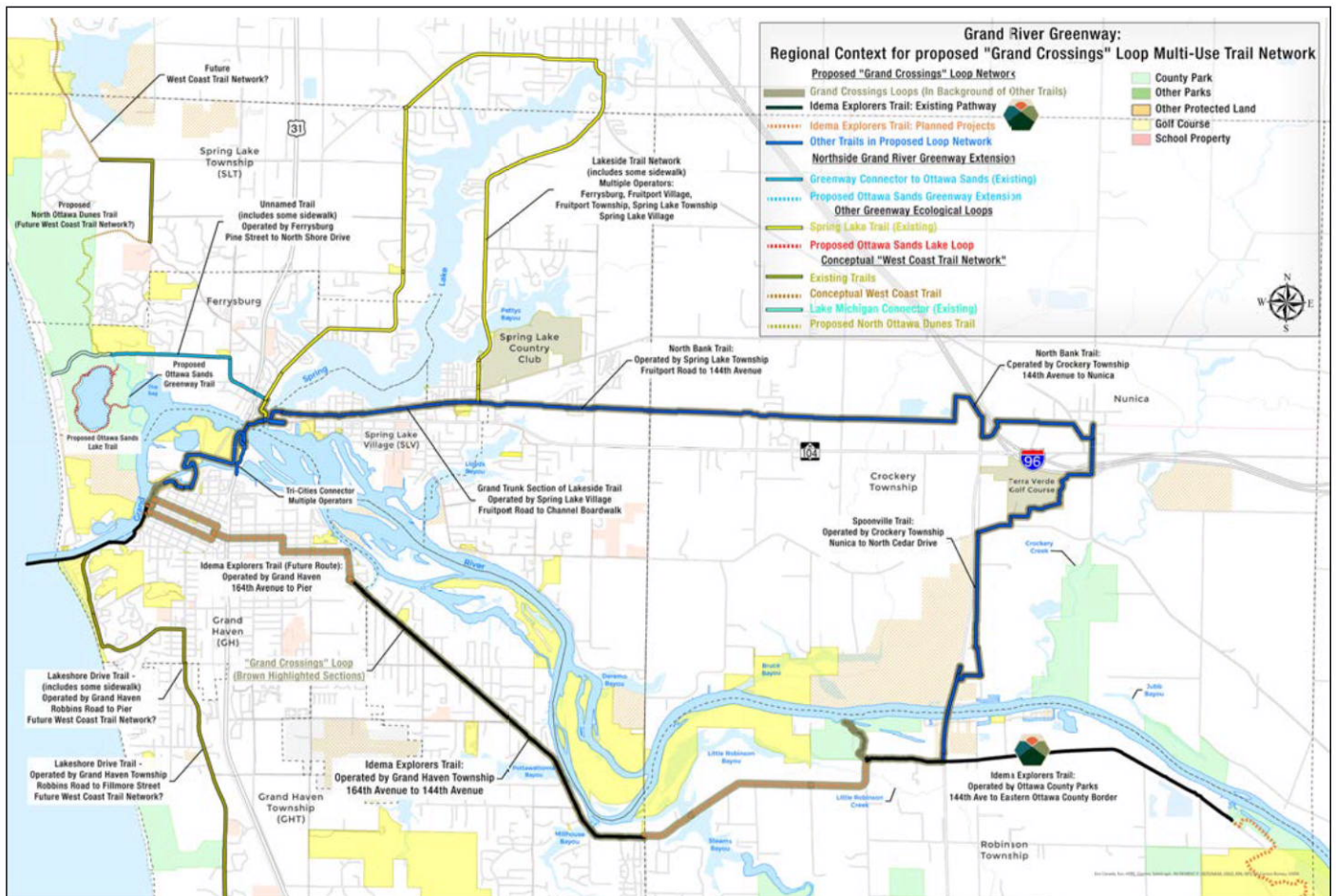


## Project Status: Conceptual

With the completion of connector trails from the Spring Lake area to the Grand Haven area (including the Spring Lakeside Trail, North Bank Trail, and Spoonville Trail), there is an opportunity to incorporate the western section of Idema Explorers Trail into a 24-mile loop network. The US-31 Grand River bridge and M-231 Grand River bridge are the bookend “crossings” of this network.

## Possible Features:

- Scenic riverside/waterfront views
- Connections to amenities across the Grand Haven/ Spring Lake area
- Access to Lake Michigan on north and south side of the river
- Access to duneland corridor of parks on north side of Grand River
- Idema Explorers Camp at Ottawa Sands (in design)





With a gift from the Wege Foundation, Ottawa County Parks worked with Audubon Great Lakes to complete an analysis of the ecological value of the “Grand River Coastal Corridor.” The Coastal Corridor focused on the area where the Grand River interfaces with the unique Lake Michigan ecosystem. This resulted in the 2021 report, “Grand River Coastal Corridor Ecological Assessment and Conservation Recommendations” (the report is available to review online via [grandrivergreenway.org](http://grandrivergreenway.org)). A few key report findings are listed below:

- Corridor Features:
  - Supports high levels of biodiversity
  - Features some of the highest quality natural areas in the state
  - Critical wetlands for marsh birds
  - Is regionally and globally important for birds
  - Migratory bird hotspot
  - Climate resilient
- Corridor Threats
  - Habitat loss (past wetland loss in western communities is significant)
  - Degradation (invasive species; climate change; contamination)
  - Critical natural areas are unprotected
  - Lack of diverse community engagement
- Recommendations:
  - Establish diverse collaborative group
  - Develop Conversation Action Plan
  - Support water quality management strategies
  - Establish several ongoing monitoring programs to fill critical knowledge gaps
  - Seek higher levels of protections for key properties
  - Create outreach strategies & programming

The intended focus of this project (facilitated by Encompass Consulting LLC) was centered on the idea that there is an opportunity to develop thematic interpretive signage that is consistent across the entire Grand River Greenway and thereby develop a space to educate and engage the community—in essence, creating a 40-mile long classroom. Since there was a general sense that a crucial part of the story of the Grand River in Ottawa County would involve Native American history, Encompass Consulting engaged tribal citizens as an essential part of the team to hear their perspectives.

However, as a series of meetings were held, it became clear that before a detailed interpretive program could be developed, the Greenway had to be better defined. While the Greenway has been a long-term Parks Commission initiative, the Greenway is not tangible enough to the general public, and it is not obvious or apparent for visitors to Greenway parks that these parks form a piece of a larger whole. As a result, the report finds that deliberate work is needed to “imprint” the Greenway identity onto the Greenway parks and trails.

The recommendations in the report are broad, preliminary, and conceptual; and make it clear that there is a range of possibilities for moving forward (the report is available to review online via [grandrivergreenway.org](http://grandrivergreenway.org)). The recommendations are eye-opening in outlining the great potential for the Greenway to be a seminal feature for our community. However, further consultation and consideration is needed before acting on the report findings.

# Action Request



**Committee:** Board of Commissioners  
**Meeting Date:** 06/28/2022  
**Requesting Department:** Equalization  
**Submitted By:** Regina MacMillan  
**Agenda Item:** 2022 Summer Apportionment Report

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the 2022 Summer Apportionment Report.

## Summary of Request:

Every Fall, the Equalization Department prepares an Apportionment Report to be received by the Finance and Administration Committee and then approved by the Board of Commissioners. Beginning in 2013, local units are allowed to levy winter taxes on the summer tax bill for those parcels where the winter taxes (excluding an administration fee) are \$100 or less. Four local units have met the requirements of PA 184 & PA 185 of 2012. The act requires that the County Board authorize any millages that were previously levied in the winter and will now be levied in the summer. This includes the County E-911, County Parks, County Road Improvements, Community Mental Health, Zeeland Public Schools and the Loutit Library debt millage.

## Financial Information:

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

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

## Action is Related to Strategic Plan:

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

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

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 06/21/2022

Finance and Administration Committee



PA 184 & 185 of 2012 allow for the collection of winter millages on the summer tax bill where the total amount of the winter bill, excluding an administration fee, would total \$100 or less.

For this to happen:

Resolutions authorizing the summer collection were approved by the County Board of Commissioners, the local tax collecting units-which are Grand Haven City, Holland City, Hudsonville City, and Zeeland City, and the County fixed allocated millage.

Each of the four local units gave notice of the accelerated collection to all owners of property on their tax rolls.

The act requires that the county board authorize any millages that were previously levied and collected in the winter and will now be collected in the summer. The millages that are affected are the County E-911, County Parks, County Road Improvement, Community Mental Health, Zeeland Public Schools, and the Loutit Library debt mills.

We ask that this action take place after the board approves the 2022 County millages at the June 14th meeting. In your packet are draft tax rate request forms. We won't have signed forms for the county rates until the board meeting on June 14th. If something changes we will have to change the forms.

Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2022

(A) County Name	(B) Taxable Value *	(C) County Allocated Rate / SET	(D) Est. County Allocated / SET Tax Dollars	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Total Ren Zone Taxable Value
OTTAWA COUNTY	13,961,475,486.00	3.9000	\$ 54,449,754.40	1.4984	\$ 20,919,874.87	0.0000	\$ -	\$ 75,369,629.27	17,092,968
STATE ED. TAX**	13,763,494,986.00	6.0000	\$ 82,580,969.92	0.0000	\$ -	0.0000	\$ -	\$ 82,580,969.92	17,092,968

\* Sections (B) and (K) Exclude Renaissance Zone Taxable Value Section (B) Taxable Value for SET also excludes the Industrial Personal class of Property

(J) Local Unit Name Townships Cities Villages Listed Alphabetically	(K) Taxable Value	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	(N) Total Other Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper. Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars	(KK) Total Ren Zone Taxable Value
Allendale									
Blendon									
Chester									
Crockery									
Georgetown									
Grand Haven									
**Grand Haven PA 425									
*Holland									
Jamestown									
Olive									
Park									
Polkton									
Port Sheldon									
Robinson									
* Spring Lake									
Tallmadge									
Wright									
Zeeland									
Ferrysburg									
Grand Haven									
* Holland									
Hudsonville									
* Zeeland									
* Coopersville									
* Spring Lake Village									

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

\*\* Per Act 425 Agreement 70-03-33-100-076 and related personal property parcels are assessed on Grand Haven Townships roll, but taxed at Grand Haven City's millage rate.

Local Units have been audited and are in compliance with Article IX, Section 6 of the Michigan Constitution.

Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2022

(A) Local K12 School District Name	(B) Total Taxable Value*	(C) Total NonHomestead Taxable Value*	(D) Total Commercial Personal Taxable Value*	(E) HH / Supplemental Rate	(F) Est. HH / Supplemental Tax Dollars	(G) Non Homestead Operating Rate	(H) Est. NH Operating Tax Dollars	(I) Total Debt / Sinking Fund / Bldg Site Rate	(J) Est. Debt / Sinking Fund / Bldg Site Tax Dollars	(K) Total Recreational Rate	(L) Est. Recreational Tax Dollars	(M) Total Est. Local K12 School Tax Dollars	(BB) Total RenZone Taxable Value	Non Homestead Comm.Pers. Operating Rate
* Sections (B), (C) and (D) Exclude Renaissance Zone Taxable Value														
ALLENDALE PUBLIC SCHOOL DIST														
*COOPERSVILLE PUBLIC SCH DIST														
FRUITPORT COMMUNITY SCHOOLS														
GRAND HAVEN CITY SCHOOL DIST														
GRANDVILLE PUBLIC SCHOOLS														
*HOLLAND CITY SCHOOL DISTRICT														
HUDSONVILLE PUBLIC SCH DIST														
JENISON PUBLIC SCHOOLS														
KENOWA HILLS PUBLIC SCHOOLS														
KENT CITY COMMUNITY SCHOOLS														
RAVENNA PUBLIC SCHOOLS														
SPARTA AREA SCHOOLS														
*SPRING LAKE PUBLIC SCH DIST														
*WEST OTTAWA PUBLIC SCH DIST														
*ZEELAND PUBLIC SCHOOLS	1,724,419,160	527,371,936	22,902,200	0.0000	\$ -	18.0000	\$ 9,630,108.05	8.4302	\$ 14,537,198.40	0.3919	675,799.87	\$ 24,843,106.32	0	6.0000

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

**Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2022**

(A) Community College Name	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Community College Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Community College Debt Tax Dollars	(G) Est. Total Community College Tax Dollars	(BB) Total RenZone Taxable Value

Intermediate School	Taxable Value	ISD	Est. ISD	ISD Total	Est. ISD EV	ISD Total Debt	Est. ISD Debt	Est. Total ISD	Total

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

Statement Showing Mills Apportioned by the County Board of Commissioners  
of the County of OTTAWA for the Year 2022

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
LIBRARY - LOUIT DIST.	2,468,052,396.00	0.9523	2,350,326.30	0.1150	283,826.03	2,634,152.33	0.00

\* These units have Senior/Disabled housing properties with a frozen taxable value, taxed at a frozen rate. For purposes of estimating overall taxes, they are computed here and by the State using the normal millage rates.

**2022 Tax Rate Request** (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.



County(ies) Where the Local Government Unit Levies Taxes <b>County of Ottawa</b>	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 <b>\$13,978,568,454</b>
Local Government Unit Requesting Millage Levy <b>County of Ottawa</b>	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	Operating	11/06/18	4.4400	4.3358	0.9888	4.2872	1.0000	4.2872	3.9000		12/31/28
VOTED	E-911	08/05/08	0.4400	0.4243	0.9888	0.4195	1.0000	0.4195		0.4195	12/31/28
VOTED	Parks	08/02/16	0.3300	0.3199	0.9888	0.3163	1.0000	0.3163		0.3163	12/31/26
VOTED	Road Imp	11/04/14	0.5000	0.4822	0.9888	0.4767	1.0000	0.4767		0.4767	12/31/24
VOTED	Community Mental Health	03/08/16	0.3000	0.2892	0.9888	0.2859	1.0000	0.2859		0.2859	12/31/25

Prepared by <b>Karen Karasinski</b>	Telephone Number <b>(616) 738-4849</b>	Title of Preparer <b>Fiscal Services Director</b>	Date <b>06/14/2022</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name <b>Justin Roebuck</b>	Date <b>06/14/2022</b>
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature 	Print Name <b>Matthew Fenske</b>	Date <b>06/14/22</b>
<input type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**\*\* IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.**

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**2022 Tax Rate Request** (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Ottawa County</b>	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 <b>2,468,052,396</b>
Local Government Unit Requesting Millage Levy <b>Loutit District Library</b>	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
To be levied in the City of Grand Haven and City of Ferrysburg											
VOTE	OPERATING	4/18/00	1.0000	.9613	.9907	.9523	N/A	.9523	.9523		NONE
To be levied in Grand Haven Township, Robinson Township, and Port Sheldon Township											
VOTE	OPERATING	4/18/00	1.0000	.9613	.9907	.9523	N/A	.9523		.9523	NONE
VOTE	DEBT	5/8/07	N/A	N/A	N/A	N/A	N/A	N/A		.1150	12/31/26

Prepared by <b>JOHN MARTIN</b>	Telephone Number <b>(616) 850-6912</b>	Title of Preparer <b>LIBRARY DIRECTOR</b>	Date <b>06/07/2022</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>MARY JANE BELTER</b>	<b>06/07/2022</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>DAVID DE YOUNG</b>	<b>06/07/2022</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.**

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	





# Action Request

Electronic Submission – Contract # 1558



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/28/2022**

**Vendor/3<sup>rd</sup> Party: COOPERSVILLE CITY**

**Requesting Department: EQUALIZATION**

**Submitted By: BRIAN BUSSCHER**

**Agenda Item: ASSESSING SERVICES FOR COOPERSVILLE 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 Coopersville.

## Summary of Request:

Coopersville City's Assessor will be retiring on July 1. The City of Coopersville requested Ottawa County to provide them with Assessing services. This is a new contract to provide Assessing Services to the City of Coopersville for for the period of July 1, 2022 thru June 30, 2025.

## Financial Information:

Total Cost: \$129,100.00

General Fund Cost: \$129,100.00

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* 6/3/2022 2:18:17 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/21/2022

**AGREEMENT FOR PROPERTY ASSESSMENT  
ADMINISTRATION SERVICES**

This Agreement is made as of July 1, 2022, by the City of Coopersville, a Michigan municipal corporation, 289 Danforth St., Coopersville, MI 49404 (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 Coopersville 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:

**AGREEMENT FOR PROPERTY ASSESSMENT  
ADMINISTRATION SERVICES**

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- 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.

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- 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 Coopersville 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 Coopersville 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 \$80.00 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:	\$41,400
July 1, 2023 through June 30, 2024:	\$43,000
July 1, 2024 through June 30, 2025:	\$44,700
<b><u>Total</u></b>	<b><u>\$129,100</u></b>

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>		<u>Amount:</u>
Months 1 through 12	(July 2022-June 2023)	\$3,450.00
Months 13 through 24	(July 2023-May 2024)	\$3,583.33
Months 25 through 36	(July 2024-May 2025)	\$3,725.00

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 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.

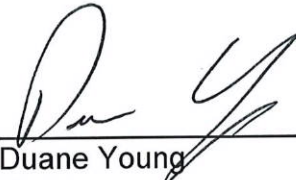
8. **Miscellaneous:**


- 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. **Assigns.** This Agreement may not be assigned.
- 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.

Coopersville City:

By:   
Duane Young  
Its: Mayor

By:   
Kimberly Borgman  
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



**Committee:** Board of Commissioners

**Meeting Date:** 06/28/2022

**Requesting Department:** Human Resources

**Submitted By:** Marcie Ver Beek

**Agenda Item:** Equalization Personnel Request

**Suggested Motion:**

To approve a proposal to upgrade one Assistant Assessing Manager position (1.0 FTE, paygrade 10) to an Assessing Manager position (1.0) FTE, paygrade 11); to increase the FTE of the Abstracting Index Clerk role from .75 FTE to .80 FTE; and to add a part-time, non-benefitted Appraiser 2 position working no more than 600 total hours per year at a total cost of \$25,900 per year paid for by a contract with the City of Coopersville.

**Summary of Request:**

On June 28, 2022, the Ottawa County Board of Commissioners will be considering a contract to provide assessing services to the City of Coopersville for the period of July 1, 2022 through June 30, 2025. In order to fulfill this contract, the Equalization Department is requesting the following position changes and additions:

1. Upgrade the Assistant Assessing Manager position (paygrade 10) to an Assessing Manager position (paygrade 11) at a cost of \$6,213 per year.
2. Increase the FTE of the Abstracting Index Clerk from .75 FTE to .80 FTE at a cost of \$3,119 per year.
3. Add one, part-time, non-benefitted Appraiser 2 position working no more than 600 total hours per year at a cost of \$16,567.

These additional personnel costs will be paid for in their entirety by revenue from the City of Coopersville contract.

**Financial Information:**

Total Cost: \$25,900.00	General Fund Cost: \$25,900.00	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:

City of Coopersville Contract; a budget adjustment is in process

**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: *John Smith*

Committee/Governing/Advisory Board Approval Date: 06/21/2022

Finance and Administration Committee

## New Position Request Justification

During the June 28, 2022 Ottawa County Board of Commissioners meeting the County will be signing a contract to provide assessing services to the City of Coopersville for the period from July 1, 2022 through June 30, 2025. In order to fulfill this contract, the Equalization Department is requesting some position changes and increasing hours of our part-time staff.

1. Shift the Assistant Assessing Manager position to an Assessing Manager position. This would mean we will have two (2) Assessing Division Managers. We feel this change is necessary as the Current Assessing Manager position has an excessive amount of work being funneled through one person. Adding a 5<sup>th</sup> assessing unit contract is simply too much for one person to manage.
2. Increasing the hours of one of our Abstract Index Clerks from .75 FTE to .8 FTE to handle the additional workload. We believe increasing the hours by this amount will enable us to absorb this contract without needing to hire a new Clerk to handle this additional work.
3. Hiring an Appraiser 2, Unbenefited employee to do property inspections. This Temporary Unbenefited position is needed to assist with field inspections, record card reviews, and measuring new construction as outlined in the aforementioned contract. It is the intent of this Temporary Unbenefited position to continue until such a time as additional assessing contracts warrant hiring a full or part-time position. The Coopersville City contract does not warrant hiring an additional full-time position for field inspections, so a Temporary Unbenefited position will enable the Equalization department to complete the work without overstaffing the Assessing division. As this position will be completing field inspections, a minimal amount to measuring and recording equipment will be necessary. This position will require an Apple Ipad Air (\$899) and an Apple Pencil (\$129).



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization DATE REQUESTED: 6-9-22

POSITION TITLE: Assessing Manager ORG CODE: 2570

DATE NEEDED 7-1-22

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: \_\_\_\_\_

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

### GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Unclassified

2. Pay Grade: Grade 11

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. 100% to come from Coopersville Contract

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

Estimated salary cost (including for the budget year: \$4,657.34 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$1,556.37 (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.

None

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Additional information:

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

SIGNED: Brian Busscher

DATE: 6-9-22

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**BUDGET DATA:** \_\_\_\_\_  
*Fiscal Services Department Use Only*

**CONTROL #:** \_\_\_\_\_  
*Fiscal Services Department Use Only*



**Ottawa County**  
*Where You Belong.*

OTTAWA COUNTY

Established Date: May 16, 2022

Revision Date: May 16, 2022

# Assessing Division Manager

Class Code:  
2088

Bargaining Unit: Unclassified

## SALARY RANGE

\$29.19 - \$37.95 Hourly

## JOB DESCRIPTION:

Work involves responsibility for assisting the County Equalization Director in planning, organizing, and directing a program of continued appraisal and assessment of real and personal property in local units under contract with Ottawa County, to provide local assessment administrative functions. Work may also involve occasional special reassessment projects. Responsible for aiding the County Equalization Director in the formulation of local property tax administration policies, planning long-term programs, reviewing techniques and procedures used in evaluation of all types of property, and in the supervision of local assessment administration staff personnel. Work is performed independently under the direction of the County Equalization Director.

## ESSENTIAL JOB FUNCTIONS:

**The essential functions of this position include, but are not limited to, any combination of the following:**

1. Assists in planning, organizing, directing, and reviewing property appraisal and reappraisal of properties and the work of property appraisers and clerical employees engaged in the valuation of real and personal property, in reporting, filing and factual verification work and in preparation of assessment rolls.
2. Assists in the review of technical decisions made by subordinates; determines the assessments of major properties.
3. Plans, organizes, and administers the appraisal and assessment of all industrial, commercial or residential real and personal property within the local unit boundaries; sets annual goals for appraisal staff and maintains appraisal schedule which falls within state specified limits; reviews work submitted by subordinates.
4. Reviews and makes determination on all requests for property tax exemption; prepares special assessment rolls; coordinates defense during hearings before the Board of

- Review, Michigan Tax Tribunal and other appellate courts; appears as special witness during hearings; responds to questions from the public concerning property valuation.
5. Provides detailed information to the local unit Treasurers under contract with the County to assist them in the collection of property taxes; reviews legislation, changes in assessment proceedings and court decisions to determine any impact on real property appraisal methods; administers the Commercial and Industrial Facilities Tax Abatement program as they relate to real and personal property.
  6. Provides direct supervision for subordinate staff, including selection, hiring and termination; training, scheduling and provision of work assignments; performance management; administration of policy and procedure; and administration of discipline.
  7. Helps support an equitable, safe, diverse and inclusive workplace.
  8. Performs other duties as assigned.

## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

Must have a minimum of three years of progressively responsible experience as a local unit assessor or assistant assessor with a municipality/local government. Bachelor's degree in Business Administration, Finance, Accounting, Management or possession of state certified Real Estate Appraiser Designation from the State Board of Real Estate Appraisers strongly preferred.

### **Required Certification and Licenses:**

Must possess and maintain certification as a Michigan Advanced Assessing Officer and personal property examiner by the Michigan State Tax Commission. Valid Michigan Driver's License.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge and Skills:**

1. Extensive knowledge of all aspects of local unit assessment administration.
2. Demonstrate considerable independent judgment and knowledge in performance of assigned duties.
3. Extensive knowledge of the principles, methods, and techniques of real and personal property valuation. This includes knowledge of current socio-economic conditions, trends affecting property appraisal, and statistical analysis.
4. Ability to coordinate, direct, and review the work of others.
5. Thorough knowledge of local government finance and property tax administration in Michigan, the Michigan General Property Tax Act as amended and related statutes, the Michigan tax calendar, assessment administration and public relations, equalization, real property descriptions, and vacant land valuation.
6. Ability to prepare and present coherent, accurate testimony before the Board of Review, Michigan Tax Tribunal, court of Law or other official commission concerning real and personal property appraisal.
7. Considerable knowledge of the use of personal computers and related software.

8. Ability to interact positively and professionally with property owners, accountants, third-party tax preparers, community and business representatives, real estate professionals, local assessors, other local government employees and members of the general public from a wide range of cultural and socio-economic backgrounds.

**Physical Requirements:**

1. Must possess sufficient mobility with or without assistive devices to access all natural features, structures and/or improvements on developed and undeveloped agricultural, residential, commercial, industrial and timber cutover parcels being appraised.
2. Must have sufficient mobility with or without assistive devices to access all features of structures located on parcels being appraised.
3. Must have sufficient visual acuity with or without corrective lenses to visually inspect property being appraised.
4. Must be able to descend to and ascend from ground/floor level to take measurements and to inspect soil and geological land features; building foundations and other structural features, and other features of land and structures being appraised.
5. Must be able to tolerate exposure to inclement weather conditions.
6. Must be able to access and move tax rolls, maps and other items weighing up to 25 lbs.

**Working Conditions:**

A significant portion of the workload is performed outdoors and/or off-site. Essential job functions may require incidental exposure to inclement weather conditions, airborne particulates and contaminants, industrial chemicals and compounds, livestock and other animals, and other unpleasant or hazardous working conditions. Site appraisals involve an inherent risk of confrontation with uncooperative or aggressive property owners or occupants.



2022 Estimated Costs per Deductions			
Employee Costs			
Assistant Assessing Manager			
Paygrade 10, Step 4			
FTE	Wages	Benefits	TOTAL COST
1.0000	66,572.63	39,310.45	105,883.08
Assessing Manager			
Paygrade 11, Step 4			
FTE	Wages	Benefits	TOTAL COST
1.0000	71,229.96	40,866.83	112,096.79
	4,657.34	1,556.37	6,213.71



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization DATE REQUESTED: 6-9-22

POSITION TITLE: Abstract Indexing Clerk ORG CODE: 2570

DATE NEEDED 7-1-22

CHECK ONE:  Full-Time Benefitted

Part-Time Benefitted

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

Expansion of Existing Hours → From: 30 To: 32 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: Grade 3, Step 7

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. 100% to come from Coopersville Contract

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

Estimated salary cost (including for the budget year: \$2,338.20 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$781.37 (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.

None

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Additional information:

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

SIGNED: Brian Busscher

DATE: 6-9-22

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**BUDGET DATA:** \_\_\_\_\_  
*Fiscal Services Department Use Only*

**CONTROL #:** \_\_\_\_\_  
*Fiscal Services Department Use Only*



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OTTAWA COUNTY  
Established Date: Jan 1, 2016  
Revision Date: Oct 9, 2018

# Abstracting / Indexing Clerk

Class Code:  
6015

Bargaining Unit: Group T

## SALARY RANGE

\$16.96 - \$22.04 Hourly  
\$35,273.72 - \$45,847.14 Annually

## JOB DESCRIPTION:

Under general supervision of the Equalization Director, performs detailed research and examination of deeds, property transfer affidavits, land surveys and other legal documents in order to extract data required for maintenance of the land base layer of the County GIS system and administration of general property taxes under the uniform assessment requirements of Section 211.34 of the Michigan Compiled Laws.

## ESSENTIAL JOB FUNCTIONS:

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

1. Receives and responds to customer inquiries regarding the land base layer of the GIS system and legal property descriptions.
2. Reviews and revises legal property descriptions with data from deeds, surveys and owner and township information.
3. Audits revised descriptions and GIS land base maps for accuracy.
4. Updates the online Real Property Search Database to reflect parcel splits and combinations.
5. Identifies discrepancies between data on deeds received and existing parcel data and researches and reconciles differences, or refers discrepant parcel data to technicians for further investigation.
6. Notifies property owners of errors on deeds and provides instructions for correction and resubmission of deeds for recording.
7. Refers splits and combinations to technicians for creation/editing of descriptions and assignment of new parcel numbers.
8. Activates new/deactivates obsolete parcels in the county-wide property tax/assessment network and adds current assessed values to parcel data.
9. Balances assessed and taxable values. Revises assessed values in the property tax/assessment system to reflect changes resulting from decisions in appeals to Boards of Review and the Michigan Tax Tribunal.

10. Participates in entering and auditing of historical parcel data and the auditing and correction conversion data.
11. Local unit clerical work including processing sales, creating weekly sales export, entering sales, uncapping, and principal residence exemption changes into our property tax/assessment system.
12. Performs other related duties as assigned.

## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

High school diploma or GED combined with some post-secondary training in business information systems, GIS, business law, records management, finance or other commercial field and two years of progressively responsible experience in a local government office responsible for the processing, abstracting, recording and researching of legal property descriptions and analysis of real property sales data for administration of property tax assessments, or an equivalent combination of education and experience.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge and Skills:**

1. Good working knowledge of legal property descriptions and parcel mapping principles and practices.
2. Computer literacy, including good working knowledge of word processing, spreadsheet and database management applications software and basic knowledge of GIS applications. Fast and accurate keyboarding skills.
3. Excellent organizational skills and the ability to prioritize the workload. Excellent proofreading skills and attention to detail.
4. Ability to interact positively and professionally with property owners, real estate professionals, attorneys, officers of the court, local government employees, lien holders, tax protesters, and members of the general public from a wide range of cultural and socio-economic backgrounds and with widely divergent communications skills.
5. Good interpersonal skills and the ability to work collaboratively in a team environment.
6. Accurate mathematical skills.

### **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, and may entail incidental retrieval and moving of assessment rolls, aerial maps, boxes of tax bills and other items weighing up to 25 pounds.

2022 Estimated Costs per Deductions				
Employee Costs				
Abstract Index Clerk				
Paygrade 3, Step 7				
FTE	Wages	Opt out	Benefits	TOTAL COST
0.7500	35,073.07	1,800.00	14,754.61	49,827.69
FTE	Wages		Benefits	TOTAL COST
0.8000	37,411.28	1,800.00	15,535.99	52,947.26
	2,338.20		781.37	3,119.58



# COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Equalization DATE REQUESTED: 6-9-22

POSITION TITLE: Appraiser 2 ORG CODE: 2570

DATE NEEDED 7-1-22

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: 11.5

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: Grade 9

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. 100% to come from Coopersville Contract

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

Estimated salary cost (including for the budget year: \$15,300) (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: \$1,267.56 (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.

ipad Air (\$899) & Apple Pencil (\$129)

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Additional information:

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

SIGNED: Brian Busscher

DATE: 6-9-22

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**BUDGET DATA:** \_\_\_\_\_  
*Fiscal Services Department Use Only*

**CONTROL #:** \_\_\_\_\_  
*Fiscal Services Department Use Only*





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OTTAWA COUNTY  
Established Date: Jan 1, 2016  
Revision Date: Oct 5, 2018

# Appraiser II

Class Code:  
2070

Bargaining Unit: Group T

## SALARY RANGE

\$23.16 - \$29.34 Hourly  
\$48,172.80 - \$61,027.20 Annually

## JOB DESCRIPTION:

Under the general supervision of the Equalization Director, appraises all classes of real property, including agricultural, commercial, developmental, industrial, residential, and timber cutover, in order to determine true cash value and ensure compliance with uniform assessment requirements of Section 211.34 of the Michigan General Property Tax Act. Collects, compiles and analyzes market, financial, geological, hydrological, zoning and other data to establish the true cash value of real property in accordance with State Tax Commission approved techniques and standards of value. Assist with local unit assessing duties in those units under contract with Ottawa County.

## ESSENTIAL JOB FUNCTIONS:

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

1. Appraises agricultural and residential properties, in order to determine true cash value and ensure compliance with the uniform assessment requirements of Section 211.34 of the Michigan General Property Tax Act.
2. Makes complete appraisals of land parcels and the structures thereon to determine the true cash value of properties.
3. Verifies measurements contained in parcel legal descriptions and identifies geological, hydrological and other natural features; soil type; buildable characteristics; drainage requirements; rights-of-way, frontage and accessibility; proximate land usage and availability of public utilities; groundwater and soil contaminants; and other features and characteristics affecting the value of the land.
4. Inspects buildings and other structures; measures external and internal dimensions; establishes age; identifies construction methods and materials; analyzes architectural features, layouts, structural integrity and functional design; locates and identifies nature of building operating systems and components thereof; records current usage of space; and reviews other features affecting value of structures.
5. Analyzes residential sales data; floor plans, construction plans, and property descriptions for dwellings; occupancy; rental income; water, sewer and other

- infrastructure and utilities; and other relevant data to establish the value of residential property.
6. Makes site drawings of land features and of structure floor plans and features to be included with notes in appraisal documentation; creates and maintains digital drawings and notes for electronic appraisal records.
  7. Interviews property owners and others familiar with the property to collect additional data as appropriate.
  8. Assist with the analysis of sales study data to recommend Economic Conditions Factor (ECF) by which to adjust the State Tax Commission manual to current market price.
  9. Provides technical instruction and assistance to Appraiser I.
  10. Provides assessment information to property owners, builders, real estate brokers, governmental agencies, businesses, residents and the public.
  11. Assists with local unit assessment duties for those units under contract with Ottawa County including processing of personal property statements.
  12. Performs other duties as assigned.

## **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

The required knowledge and skills acquired through passage of the Michigan Certified Assessing Officers (II) certification by the Michigan State Tax Commission. Bachelor's degree in Business Administration, Finance, Accounting, Management or closely related field strongly preferred.

### **Licenses and Certifications:**

Must possess and maintain certification as a Michigan Certified Assessing Officers (II) certification by the Michigan State Tax Commission.

Must complete all required continuing education credits for annual recertification and maintain current knowledge of Michigan property tax laws and Tax Commission rules and regulations.

Valid Michigan Driver's License.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **Required Knowledge and Skills:**

1. Thorough working knowledge of local government finance and property tax administration in Michigan, the Michigan General Property Tax Act as amended and related statutes, the Michigan tax calendar, assessment administration, public relations, equalization, real property descriptions, and vacant land valuation.
2. Working knowledge of taxable value; the three approaches to valuation; valuation of agricultural, forest/timberland and personal property.
3. Working knowledge of word processing, spreadsheet, database management, GIS software applications, and Internet software applications.
4. Working knowledge of generally accepted accounting and audit principles and practices and statistical analysis.
5. Thorough working knowledge of real estate terminology.
6. Ability to interact positively and professionally with property owners, accountants, third-party tax preparers, community business representatives, real estate professionals,

local assessors, other local government employees and members of the general public from a wide range of cultural and socio-economic backgrounds.

Note: Incumbents conduct property appraisals at sites throughout the County and must be able to transport themselves to and from appraisal sites.

**PHYSICAL REQUIREMENTS:**

1. Must possess sufficient mobility with or without assistive devices to access all natural features, structures and/or improvements on developed and undeveloped agricultural, residential, commercial, industrial and timber cutover parcels being appraised.
2. Must have sufficient mobility with or without assistive devices to access all features of structures located on parcels being appraised.
3. Must have sufficient visual acuity with or without corrective lenses to visually inspect property being appraised.
4. Must be able to descend to and ascend from ground/floor level to take measurements and to inspect soil and geological land features; building foundations and other structural features, and other features of land and structures being appraised.
5. Must be able to tolerate exposure to inclement weather conditions.
6. Must be able to access and move tax rolls, maps and other items weighing up to 25 lbs.

**Working Conditions:**

A significant portion of the workload is performed outdoors and/or off-site. Essential job functions may require incidental exposure to inclement weather conditions, airborne particulates and contaminants, industrial chemicals and compounds, livestock and other animals, and other unpleasant or hazardous working conditions. Site appraisals involve an inherent risk of confrontations with uncooperative or aggressive property owners or occupants.

2022 Estimated Costs per Deductions			
Employee Costs			
Appraiser II			
Paygrade 9, Step 1			
\$25.50/hr; 600 hours			
FTE	Wages	Fringe/ Benefits	TOTAL COST
600.0000	15,300.00	1,267.56	16,567.56

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/28/2022
<b>Requesting Department:</b>	Public Defender's Office
<b>Submitted By:</b>	Marcie Ver Beek
<b>Agenda Item:</b>	Public Defender's Office Personnel Request

## Suggested Motion:

To approve the request from the Public Defender's Office to downgrade one First Assistant Public Defender position to a Assistant Public Defender III, upgrade one Assistant Public Defender I to a Assistant Public Defender II, and increase the pay grade for the First Assistant Public Defender at a total cost of \$4,452.90.

## Summary of Request:

The Public Defender's Office was created in 2018 and the office structure was designed based on recommendations from MIDC and projected case load data. Upon review, current and historical caseload data supports changes due to the increase in felony cases and other high-level crimes. In addition, the restructure allows for a team to be assigned to each courthouse, decreasing travel time and expenses.

The Public Defender's Office requests:

1. Downgrade one First Assistant Public Defender (U17) to a Assistant Public Defender III (U16) at a cost savings of \$8,554.85.
2. Upgrade one Assistant Public Defender I (U14) to a Assistant Public Defender II (U15) at a cost of \$7,200.70.
3. Upgrade one First Assistant Public Defender from pay grade U17 to U18 due to absorbing additional administrative functions at a cost of \$5,807.05.

Total cost of the reorganization is \$4,452.90 to be funded by the MIDC.

## Financial Information:

Total Cost: \$4,452.90	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Michigan Indigent Defense Commission (MIDC)

**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: *John Sn*

Committee/Governing/Advisory Board Approval Date: 06/21/2022

Finance and Administration Committee

2022 Estimated Costs per Deductions  
Employee Costs

Public Defender's Office Proposed Reorg

				704000					
		Pay Grade	FTE	Wages	TOTAL	Benefits		TOTAL COST	
Current	1st Asst.	U17	1.0000	91,977.86	91,977.86	46,341.61		138,319.47	
Proposed	APD III	U16	1.0000	85,164.56	85,164.56	44,600.06		129,764.62	
						COST:		(8,554.85)	
Current	1st Asst.	U17	1.0000	119,569.06	119,569.06	53,394.23		172,963.29	
Proposed	1st Asst.	U18	1.0000	124,193.94	124,193.94	54,576.40		178,770.34	
						COST:		5,807.05	
Current	APD I	U14	1.0000	81,822.00	81,822.00	43,745.66		125,567.66	
Proposed	APD II	U15	1.0000	87,556.82	87,556.82	45,211.55		132,768.37	
						COST:		7,200.70	
						TOTAL COST		4,452.90	

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Ottawa County

Office of the Public Defender

## Memorandum

To: Ottawa County Board of Commissioners – Finance Committee

From: Nichole Jongsma Derks, Public Defender 

CC: Mr. John Shay, County Administrator

Ms. Karen Karasinski, Fiscal Services Director

Ms. Marcie VerBeek, Human Resources Director

**RE: Proposed Reorganization of the Office of the Public Defender**

I am requesting your approval of a reorganization for the Office of the Public Defender (OPD). The OPD has sufficient vacancy savings to accomplish this reorganization without any changes to its current funding.

### **Description and Justification of the Reorganization:**

Bob Hamilton retired in January 2022. Nichole Derks was promoted to the Public Defender position; thus, the OPD has a current vacancy for a First Assistant Public Defender. Rather than fill the First Assistant position, the OPD believes it could better serve its clients and the system writ large by creating two new trial attorney positions, promoting from within, and rebalancing its administrative positions. This reorganization was contemplated before Mr. Hamilton's departure; but is becoming an urgent need for the OPD. The OPD is no longer a "start up" and it is time to reorganize the OPD so it is sustainable in the future.

Without Nichole Derks handling her usual case load due to her promotion, schedule and case assignment conflicts arise daily. Ultimately, the Public Defender should have no case load and the Chief Assistant would handle cases about ~25% of their time. Under the current model, the two (2) First Assistants have handled 771 cases since 2019 while supporting the launch of the OPD. That case load needs to be absorbed by additional trial attorney positions.

The OPD would maintain the currently allocated 18 attorney positions. Essentially, we want to assign teams of dedicated attorneys of various

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experience levels to serve each district court location which will require creating an APD III and APD II position to be filled by internal promotion. We would seek to hire an APD I for the resulting vacancy by October 2022.

Attached are several documents to assist in your analysis:

- 1) Detailed Memo regarding the Proposed OPD Reorganization Plan and Justification dated March 25, 2022;
- 2) *Present* OPD Attorney Organization Chart – October 2018 to January 2022;
- 3) *Future/Requested* OPD Attorney Organization Chart – January 2022 to Future; contains notes on why the reorganization is justified;
- 4) OPD Court Assignment Organization Chart; visual aid to show how attorneys will be utilized if the reorganization is approved and contains notes on why this reorganization is justified;
- 5) Compiled Case Totals by type of case and APD handling the case;
- 6) Estimated FY22 Payroll analysis before/after proposed reorganization from OC Fiscal Services.

**Fiscal Impact:**

The OPD has sufficient funding to make the requested changes without requiring any additional funding. The OPD receives a local share from the OC budget plus grant funding from the Michigan Indigent Defense Commission (MIDC) for its operations each year.

The OPD can financially absorb the fiscal impact of the proposed reorganization with ease. If we continue with our current org structure through FY22, we have \$274,366.48 in unspent payroll funds. If we reorganize the department per this request effective May 1, 2022, we have \$234,137.15 in unspent payroll funds. (*See Attachment 6*). We understand that the reorganization is NOT effective May 1, 2022, but that is the date utilized with Fiscal Services to show the fiscal impact of the reorganization.

Our grant allows us to “roll over” any unspent funds to the following fiscal year and our new FY grant is simply “offset” by the rollover funds. For example: If we are approved for \$4 million and have \$200,000 unspent from the prior year; we receive a distribution of \$3.8 million from the MIDC in the new FY.



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Our FY23 compliance plan and budget has been submitted to the MIDC on Tuesday, April 26th. We have incorporated the proposed reorganization plan in our FY23 budget proposal. However, if the request for reorganization is denied, we can do an amendment with the MIDC to reflect the actual positions and payroll.

**Conclusion:**

Thank you for your consideration! I welcome any questions or feedback on this proposed reorganization. This is a very important step for our department to optimize our operations now that we are beyond the “start up” phase and our courts are fully operational following the COVID-19 pandemic.

## OPD Reorganization Request

Attachment 1 - Detailed Memo regarding the Proposed OPD Reorganization Plan and Justification dated March 25, 2022

TO: Ottawa County Board of Commissioners; John Shay, County Administrator  
FROM: Nichole Jongsma Derks and Philip R. Sielski  
RE: Proposed Office of the Public Defender (OPD)  
Reorganization Plan and Justification  
DATE: March 25, 2022

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1. THE PROPOSED RESTRUCTURING OF THE OFFICE – (*See Attachments – Org Charts 2018-2022; 2022-Future; Court Service Teams*)

If approved, the OPD would consist of 18 attorneys, with the Public Defender and a Chief Assistant Public Defender, four attorneys at PD level III, four attorneys at PD level II, and eight attorneys at PD level I. One of the “First Assistant” positions would be eliminated; the other “First Assistant” position would be renamed to better reflect the responsibilities of the position. The Chief Assistant position should be compensated at Level 18 on the wage scale. An additional PD level III and an additional PD level II position would be established to reflect the actual assignments being handled and the needed level of experience for the cases being assigned.

2. JUSTIFICATION FOR THE REORGANIZATION OF THE OFFICE

(A) In Ottawa County, the 58<sup>th</sup> District Court has four dockets (two in Holland, one in Grand Haven and one in Holland). This reorganization provides the opportunity to assign a “team” to each of the Courts, which would consist of a level III, a level II and two level I attorneys to each of the Courts. It would provide continuity to each of the Courts in terms of the attorneys regularly appearing before the Court. It would also help to reduce the travel time that attorneys are spending in traveling from the Grand Haven PD office to the Hudsonville District Court.

(B) Having an additional level III attorney would permit all of the level III attorneys to focus more attention and effort on the very serious cases that are assigned to the level III attorneys. These cases are charges like: homicides; sexual assaults; armed robberies; and any other offense for which the maximum possible penalty is life in prison (referred to as “capital cases”). These cases require more research, more legal writing, more client contact (typically at the jail because of higher or denied bonds), more contact with the client’s family and others supporting the client; as well as additional investigation and consideration of the possible use of experts. If convicted on a capital offense case, the defendant is likely to serve a lengthy prison sentence. Effective assistance of counsel requires a significant amount of time. Currently, five of our attorneys are assigned to these cases – the two First Assistants and the three level III attorneys. However, because of the administrative responsibilities of the First Assistants, between them they are functionally about .85 full-time equivalent (FTE) in

terms of their trial or client responsibilities. To provide adequate legal assistance to these clients, we have been assigning some of these cases to one of our more experienced level II attorneys. So, for that level II attorney, the “weight” of that person’s caseload is the same as that of the current level III attorneys. A part of our thinking in making this request is that an attorney doing the work of a level III attorney should be compensated as a level III attorney.

The three-year average for the total capital cases is 40, so having 4 level III attorneys would work out to about 10/year/attorney. (Our case counts for capital cases was 43 in 2019, 37 in 2020 and 40 in 2021). The MIDC has published specific recommended caseload standards for these cases, which support this additional time requirement: a minimum of 120 hours per attorney per murder case, or a minimum of 80 hours per attorney per felony CSC case, and 50 hours per Class A offenses; for example. This is due to the reality that trials are more likely on these cases than resolution through plea agreements, and those trials are more complicated and therefore, the trial are typically multiple days in length. If those cases are assigned exclusively to the three level III attorneys we presently have, each attorney would have about 13 cases of that nature and these would require a **minimum effort** from the attorney of 870 hours (assuming each attorney was assigned 1.0 murder, 5.0 CSC, and 7.0 Class A offenses). Almost 45% of their total annual hours worked in a given year would be devoted to just those 13 cases. Adding an additional level III attorney reduces the time demand of these cases to about 655 hours/year/attorney. (That assumes .5 murder, 4.0 CSC cases, and 5.5 Class A felony cases/year).

Due to the extra amount of time and energy these cases require, the Office believes the reorganization would assure that each of those “capital case” clients receive very high quality of representation. This is important because the stakes for these clients are so high; frequently these cases generate appeals and claims of ineffective assistance of counsel. When that happens, the burden on the office is increased and the courts are also affected by such claims.

As part of this reorganization, we would also change our assignment policy for misdemeanors so that the level III attorneys would no longer be assigned to represent clients charged with misdemeanors. Most misdemeanors would be assigned to the level I attorneys, but with some of those also be assigned to the four level II attorneys, based on overall caseloads. The average total misdemeanors assigned to the OPD since it opened is 2395. The bulk of these would be assigned to the eight level I attorneys, with a maximum caseload of 265 cases per year per attorney. Another goal is to assign the coverage responsibility for all of the initial arraignments of persons charged with an offense (“counsel at first arraignment”) to the level I attorneys, in order to provide more time for the level II and level III attorneys to focus on their felony cases. There would still be a need for some misdemeanors to be assigned to the level II attorneys because of maximum case load limits for the number of misdemeanors published by the MIDC. Level I attorneys would also be provided with opportunities to assist on felony level

cases as “second chair” co-counsel on felony cases. This would provide them with additional professional development as criminal trial attorneys.

The total felony case loads in 2020 and 2021 are 871 and 786 (year-to-date). These would be assigned to the level III and level II attorneys with a goal of 75 cases per year for the level III attorneys and 125 cases per year for the level II attorneys. The lower number for the level III attorneys is due to the projected number of capital cases per year per attorney (10 capital cases/year/level III attorney) and to the need for a lower total caseload so that more concentrated effort can be put into each capital case.

The proposed reorganization of the OPD would provide 16 trial attorneys, eight as primary felony-level attorneys, and eight as primary misdemeanor-level trial attorneys.

The projected caseloads for each level of the trial attorneys are consistent with the suggested caseload standards for indigent defenders in Michigan, as reported in the Rand Corporation study in support of MIDC Standard 6 for indigent defense. Although Standard 6 has not been approved by LARA, part of the MIDC act does provide that “defense counsel’s workload is controlled to permit effective representation.” MCL 780.991(2)(b). Until the MIDC formally approves caseload standards, the MIDC’s position is that caseloads “should not exceed the caseload levels adopted by the American Council of Chief Defenders – 150 felonies or 400 non-traffic misdemeanors.” It should be noted that in 2020 and 2021, the number of felonies assigned to the FAs, level IIIs and level II attorneys came out to 109 per attorney (2020) and 98.25 per attorney (2021, y-t-d). Those averages are well within the recommended maximums referred to above, which means we should be in position to provide quality representation on felonies. The proposed reorganization will provide 8 felony level trial attorneys, with at least one in reserve (the CAPD) if additional need should arise.

- (C) Currently, cases are not regularly assigned to the Public Defender because of the administrative and supervisory demands on the position. The two First Assistant (“FA”) positions have administrative and supervisory responsibilities, and also a caseload. For one of the FA positions, the administrative/caseload split is approximately 65/35 and for the other it is approximately 50/50. Presently, we have about 2.15 FTE for administrative (non-client effort). The plan would eliminate one of the FA positions and consolidate the administrative responsibilities of both the FA positions into one position, renamed as a “Chief Assistant Public Defender” (“CAPD”). Both the PD and the CAPD would have no caseload assignments, except for unusual circumstances. The PD and CAPD would provide defense attorney participation for one of the District Court’s Sobriety Court programs and for the Circuit Court’s Recovery Court program. The caseload assignments for the two FA positions would be absorbed into the additional level III and level II positions.

We feel there is a need for more supervision and mentoring of the trial attorneys in the office at all levels, especially for the level I attorneys and to a lesser extent also for the level II attorneys. Most of the level I attorneys have tried fewer than 4 jury trials and

naturally have more questions. Since the PD and the CAPD would not have caseloads, they will be available to observe the level I attorneys “in action;” and, with the gradual emergence from the covid-19 imposed restrictions on trials we expect that there will be more opportunities to observe our attorneys in trials. However, presently, it is very challenging to get away from the client responsibilities of even a reduced caseload for the FAs to do observations for an entire trial. The proposed reorganization would free up time for the PD and the CAPD to do observations, critiques, coaching and similar growth/improvement directed activities. One of the ideas we’ve discussed is to have a more programmatic approach to employee evaluations. The CAPD would be primarily responsible for developing and implementing an evaluation process for the Office attorneys and work in conjunction with the Office Administrator to develop and implement one for the administrative staff. Such a formal evaluation process is contemplated by MIDC Standard 7. The MIDC act requires “Defense counsel is systematically reviewed at the local level for efficiency and for effective representation according to MIDC standards.” MCL 780.991(2)(f). Again, Standard 7 has not been officially approved by LARA, but we feel it is prudent to be preparing for its implementation and be “ahead of the curve.” In addition, it is absolutely a good idea to be conducting such evaluations of the attorneys in the office, with a view to continuous improvement.

Further, one of the administrative responsibilities of having a Public Defender Office is to monitor and respond to claims of ineffective assistance of counsel, requests from the Attorney Grievance Commission, requests for records regarding appeals asserted by clients, and, on occasion, to civil claims asserted against an attorney of the office. It is not a regular occurrence in the office, but it does “come with the territory” of the work we perform. There is a need to respond, appropriately, to all such matters. This is currently assigned to one of the FAs and this would continue to be a responsibility of the CAPD. The reason for mentioning this here is that we do not believe this was considered by the County in its initial formulation of the plan that was submitted to the MIDC in 2018. As we understand that initial proposal, the number of attorneys was calculated based only on the historical caseloads handled by the roster of attorneys who provided indigent defense services. Each of those individual attorneys encountered these kinds of issues and expended energy and resources to respond to them. However, in the formulation of the County’s plan this was not factored into how those demands would impact the operation of one central office to which all such demands now flow. The initial plan calculated a need for 15.7 attorneys for the caseloads. We now have similar caseloads (possibly increased or concentrated due to the impact of covid-19), so we need 15.7 attorneys for the caseloads. We need two FTEs for the administrative functions.

One of the ways in which the OPD is different today than at its start is that we have a total of six administrative support staff (office administrator, four legal assistants, one legal clerk), a full-time investigator, and a full-time master’s level social worker. We already anticipate a need for another investigator and social worker in FY 23. We are also

interested in finding ways to more effectively use the legal assistants in the actual case preparation than we have been able to achieve thus far; we believe that we are not realizing their full potential in our office. We want to achieve some efficiencies in their workloads so that less of their time is devoted to opening files and more of their energy goes to assisting the attorneys. This would permit the attorneys to put more of their time and effort into case and client preparation and less into the routine paperwork that currently must be done by the attorneys because of the unavailability of the legal assistants. Having two FTE administrators will assist this analysis, as well as provide additional oversight and management of the support staff.

Another difference in the existing organization of the OPD today from its origin is that we obtained the MIDC approval to use a "Conflict Administrator" to handle the assignment and monitoring of a roster of attorneys who accepts assignment of cases on a contract basis when our office is unable to represent a client due to a conflict of interest. This change does free up some of the time of the Office Administrator, who had handled the assignments to conflict counsel until 10/01/2021; but, it is still necessary for the OPD to make the determination of when there is a conflict or not.

An overall other responsibility of the CAPD would be to act on behalf of the PD as necessary in the absence or unavailability of the PD.

(D) There should be no budgetary impact from the reorganization of the office. The salary of the eliminated FA position is higher than the salary of the additional level III attorney. Although it is anticipated that the "job grade" of the CAPD position should be increased to be comparable to that of the County's Chief Assistant Prosecuting Attorney, savings from the delay in filling the three new level I positions will more than cover any salary increase for the CAPD position. Further savings will be realized by the hiring of an additional level I attorney to replace the vacant position resulting from the retirement of the prior PD. We also anticipate that the additional level II position will be filled by promotion of a qualified level I attorney to a level II. We further believe that the new level III position will be filled by promotion of a qualified level II attorney, and that the vacant level II position resulting from that promotion would also be filled by promotion of a qualified level I attorney.

We believe the overall budgetary impact would at worst be neutral for FY 22. In future years any further budget impact by the reorganization would be funded by the MIDC due to the requirements of the MIDC Act.

If required, the OPD could wait until FY23 to provide the Level 18 pay to the Chief Assistant Defender.

(E) Lastly, this reorganization would provide increased opportunities for the creation of "practice groups" within the office. One that we have discussed is called a "Treatment Court Practice Group," which would consist of the PD, the CAPD, and the four level III attorneys. Familiarity with the goals and purposes of the Treatment Courts is important to meaningful participation on the Courts' treatment teams. For the defense

attorney, this means not only knowledge of the laws and court rules applicable to the processes, but also familiarity with the physical, mental, and emotional issues that attend to addiction. That kind of knowledge only comes with experience and study, which all of the senior level attorneys have. It is also important that the office attorneys we assign to those teams have credibility and respect from the judges, prosecutors and probation agents/officers. Another idea that we have for a practice group is for criminal sexual conduct offenses, due to an apparent increase in the number of such cases in our County and because of several recent court decisions specific to the type of evidence that is admissible in trials on those charges. Defense of criminal sexual conduct cases is becoming almost a specialty in the practice of law; even though we are court appointed attorneys we are held to the norms of what is expected in the representation of clients facing these kinds of charges. There are some nuances and specifics that apply in these cases that are not encountered in other cases. Having a practice group focused on these kinds of cases will enhance the representation we can provide to clients.

- (F) Most private, mid-sized law firms have a managing partner who makes all the executive decisions. He or she is assisted in that process by an Office Administrator and a “second in command.” Then, there would be senior level attorneys, typically partners in ownership, then senior associates and junior associates. The proposed reorganization will mimic the structures of private, mid-sized lawfirms. Organization on this model seems to be the norm for all other county Public Defender Offices in the West Michigan region (the PDOs for Muskegon, Allegan/VanBuren, Berrien, and Calhoun counties are organized on this basis; the Kent County Defender office, although not part of Kent County government is also organized on this basis).
- (G) An overall comment: one of Mr. Hamilton’s stated goals for the OPD was to build it into something like a mid-sized law firm. As he said it: “we are starting out with a Beverly Hillbillies’ jalopy, but our goal is a Lamborghini.” In other words, we want the OPD to be more than a meeting place for a bunch of formerly independent contractors who share common offices; we want it to be a cohesive, single-purpose, high quality law firm. The single purpose is to provide legal representation for indigent persons of the same quality the person would receive if he or she hired an experienced and skilled attorney in private practice. The office needs to be aware of the current trends in criminal defense and, particularly in indigent defense, because those trends have a large impact on the standards which we are expected to meet. An example of this is “holistic defense,” which adds a layer of expectations beyond the standard knowledge of the laws and rules of criminal defense (that is why we have been approved by the MIDC to hire a master’s level social worker). But, beyond meeting the standard expectations, we want to excel at providing indigent defense services for our clients. We think the proposed reorganization is consistent with that goal. This goal is consistent with doing things in “the Ottawa way.”



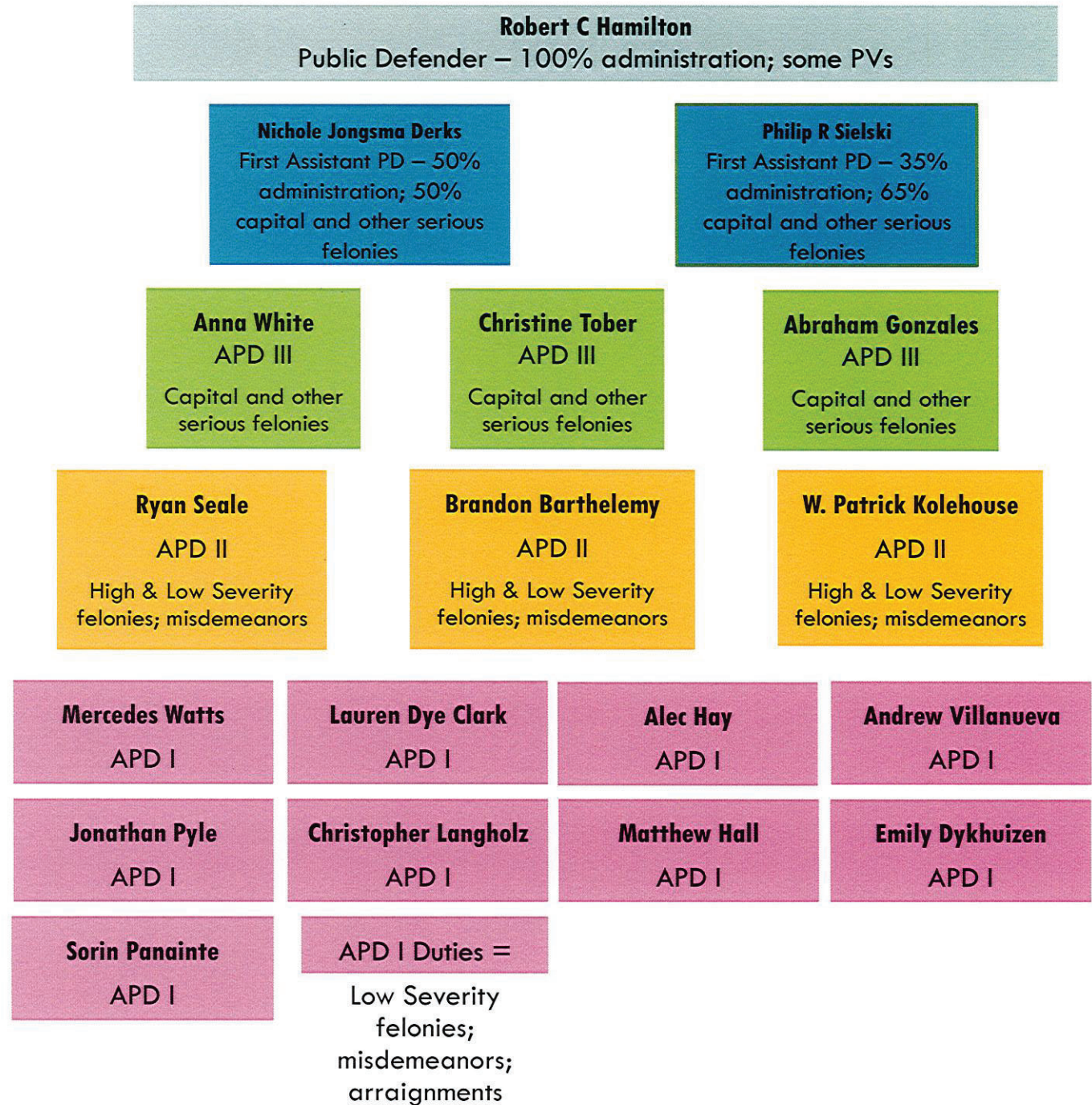
OPD Reorganization Request

Attachment 2 – OPD Attorney Org Chart

October 2018 to January 2022

# OPD ATTORNEY ORGANIZATION CHART –

OCTOBER 2018  
TO  
JANUARY 2022



# OPD Reorganization Request

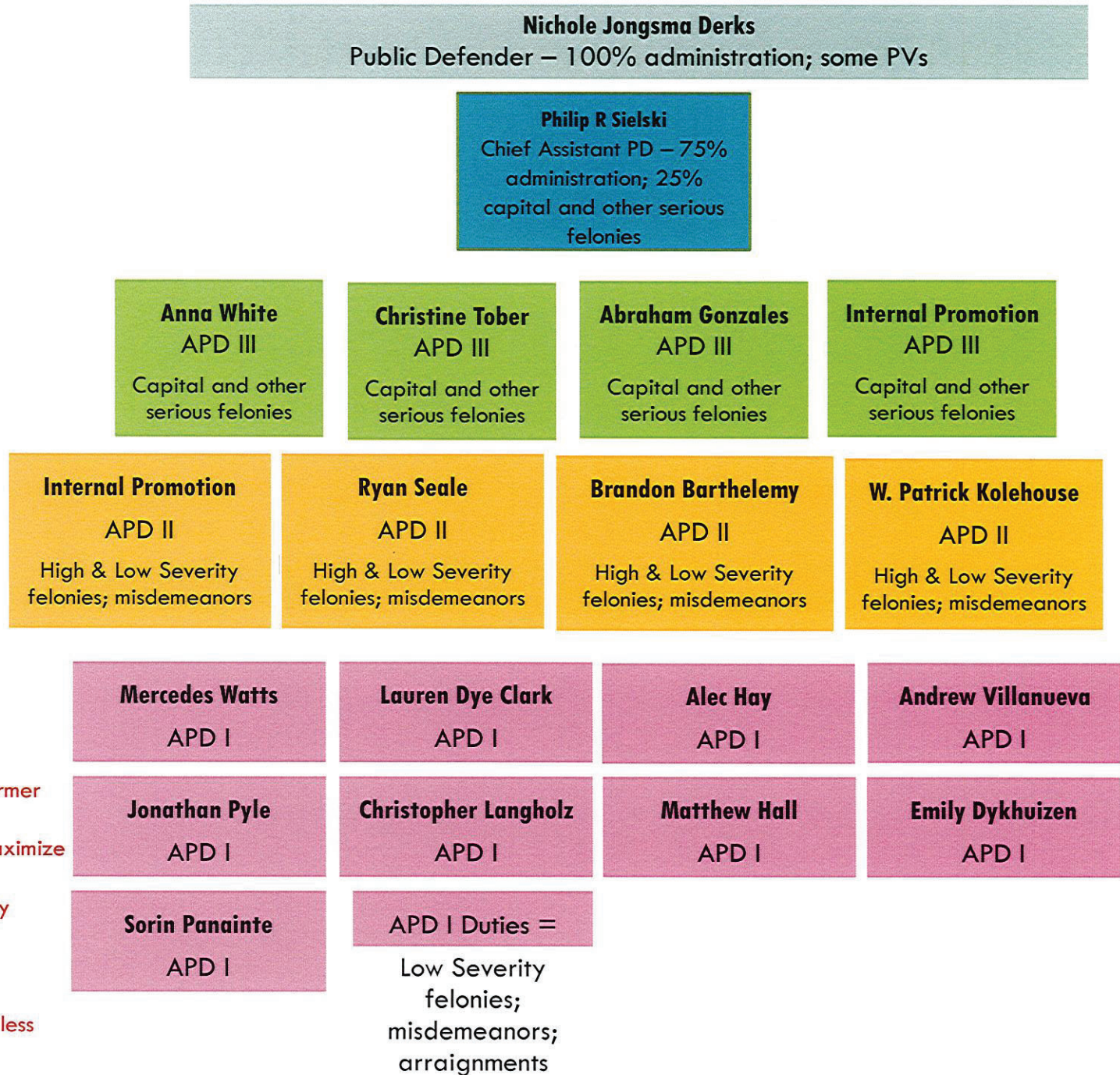
Attachment 3 – OPD Attorney Org Chart

January 2022 – Future

# OPD ATTORNEY ORGANIZATION CHART —

## 2022 TO FUTURE

- Still have a total of 18 attorneys
- Need senior trial attorneys to handle former NJD and PRS caseloads
- Seek to fill APD I vacancy in FY23 to maximize vacancy savings
- Allows us to optimize service to Courts by location
- Eliminate 1 APD I position after internal promotions
- Eliminate 1 First Assistant PD position as less admin needed



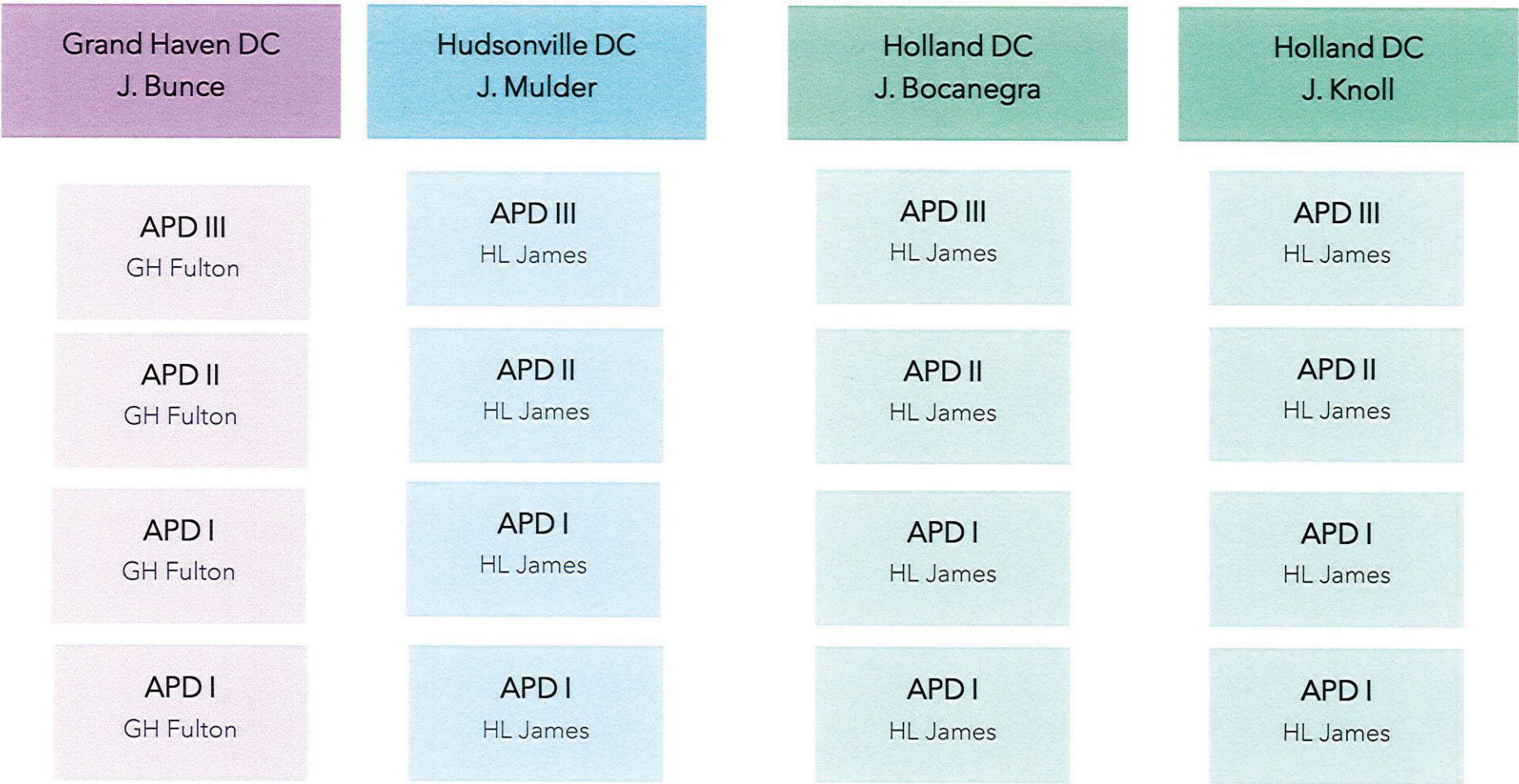
# OPD Reorganization Request

## Attachment 4 – OPD Court Assignment Org Chart

# OPD Court Assignment Organization chart

Ottawa County Circuit Court  
J. Hulsing/J. Miedema  
All Felonies  
Both HL and GH teams

- Allows us to optimize personnel
- Currently, GH attorneys service HL, HU and GH
- Causes a lot of extra drive time
- Scheduling conflicts arise for FPT/JT weeks



# OPD Reorganization Request

## Attachment 5 – Compiled Case Totals

<b>CASE TYPE SUMMARIES</b>	<b>2019-Current</b>	
<b>* does not include cases assigned to conflict counsel</b>	<b>Total:</b>	<b>Number of Cases Assigned to Attorney Type:</b>
<b>Murder or Manslaughter</b>	<b>12</b>	PD (1), First Assistant PD (3), APD III (4)
<b>Criminal Sexual Conduct - 1st, 2nd, 3rd Degrees</b>	<b>96</b>	First Assistant PD (19), APD III (64) and APD II (13)
<b>Other Class A Offenses - Life Offense (ie: Armed Robbery; Kidnapping)</b>	<b>46</b>	First Assistant PD (10), APD III (27) and APD II (9)
<b>Other High Severity Felonies (ie: CSC 4th, Felonious Assault, Drug Delivery, Weapons)</b>	<b>1016</b>	First Assistant PD (128), APD III (526), APD II (346) and APD I (16)
<b>Low Severity Felonies (OWI 3rd, Resist/Obstruct, Drug Poss)</b>	<b>2356</b>	PD (1), First Assistant PD (224), APD III (1477), APD II (350) and APD I (304)
<b>Misdemeanors - Penalty More than 93 Days (ie: Aggravated Assault, DWLS 2nd, OWI 2nd, Stalking)</b>	<b>2681</b>	PD (3), First Assistant PD (70), APD III (431), APD II (509) and APD I (1668)
<b>Misdemeanors - Penalty of 93 days or under (ie: OWI 1st, Domestic Violence)</b>	<b>4288</b>	PD (6), First Assistant PD (98), APD III (645), APD II (737) and APD I (2802)
<b>Probation Violations</b>	<b>1362</b>	PD (51), First Assistant PD (198), APD III (353), APD II (375) and APD I (385)
<b>Other/Miscellaneous (ie: Extradition/Fugitive, Operating Violations)</b>	<b>164</b>	First Assistant PD (21), APD III (96), APD II (21) and APD I (26)
<b>TOTAL:</b>	<b>12021</b>	

**KEY plus primary responsibilities:**

PD = Public Defender

First Assistant PD = First Assistant Public Defender

APD III = Assistant Public Defender/Senior Trial Attorney, Capital and Other High Severity Felonies

APD II = Assistant Public Defender/Mid Level Trial Attorney, Low Severity Felonies

APD I = Assistant Public Defender/Entry Level Trial Attorney, Misdemeanors



# OPD Reorganization Request

## Attachment 6 – Fiscal Services Payroll Analysis

Est FY22 Payroll with Current ORG Structure

Description	2022 Revised Budget	2022 Actual	2022 Available	Est Remaining 11 Payrolls	Est Remaining budget @ YE
Salaries - Regular	\$ 2,234,852.00	\$ 1,036,396.24	\$ 1,198,455.76	\$ 832,278.04	\$ 366,177.72
Stipends	\$ 2,392.00	\$ 1,099.85	\$ 1,292.15	\$ 603.57	\$ 688.58
Longevity Pay	\$ 3,400.00	\$ 2,400.00	\$ 1,000.00	\$ 1,000.00	\$ -
Social Security	\$ 131,015.00	\$ 78,062.71	\$ 52,952.29	\$ 62,755.00	\$ (9,802.71)
Health Insurance	\$ 282,259.00	\$ 193,478.53	\$ 88,780.47	\$ 129,931.89	\$ (41,151.42)
OPEB - Health Care	\$ 492.00	\$ 178.80	\$ 313.20	\$ 131.12	\$ 182.08
Life Insurance	\$ 4,978.00	\$ 2,956.73	\$ 2,021.27	\$ 2,339.37	\$ (318.10)
Retirement & Sick Le.	\$ 489,853.00	\$ 294,889.20	\$ 194,963.80	\$ 231,209.44	\$ (36,245.64)
457 Plan Contribution	\$ 6,650.00	\$ 4,540.00	\$ 2,110.00	\$ 4,097.50	\$ (1,987.50)
Dental Insurance	\$ 11,880.00	\$ 8,100.19	\$ 3,779.81	\$ 6,149.44	\$ (2,369.63)
Worker's Compensation	\$ 503.00	\$ 279.80	\$ 223.20	\$ 236.39	\$ (13.19)
Unemployment	\$ 10,558.00	\$ 5,958.18	\$ 4,599.82	\$ 5,017.87	\$ (418.05)
Optical Insurance	\$ 1,721.00	\$ 1,154.30	\$ 566.70	\$ 869.55	\$ (302.85)
Disability Insurance	\$ 2,020.00	\$ 1,135.70	\$ 884.30	\$ 957.11	\$ (72.81)
	<u>\$ 3,182,573.00</u>	<u>\$ 1,630,630.23</u>	<u>\$ 1,551,942.77</u>	<u>\$ 1,277,576.29</u>	<u>\$ 274,366.48</u>

Est FY22 Payroll with Proposed ORG Structure

Description	2022 Revised Budget	2022 Actual	2022 Available	Est Remaining 11 Payrolls	Est Remaining budget @ YE
Salaries - Regular	\$ 2,234,852.00	\$ 1,036,396.24	\$ 1,198,455.76	\$ 864,794.43	\$ 333,661.33
Stipends	\$ 2,392.00	\$ 1,099.85	\$ 1,292.15	\$ 603.57	\$ 688.58
Longevity Pay	\$ 3,400.00	\$ 2,400.00	\$ 1,000.00	\$ 1,000.01	\$ (0.01)
Social Security	\$ 131,015.00	\$ 78,062.71	\$ 52,952.29	\$ 64,169.24	\$ (11,216.95)
Health Insurance	\$ 282,259.00	\$ 193,478.53	\$ 88,780.47	\$ 131,061.48	\$ (42,281.01)
OPEB - Health Care	\$ 492.00	\$ 178.80	\$ 313.20	\$ 131.12	\$ 182.08
Life Insurance	\$ 4,978.00	\$ 2,956.73	\$ 2,021.27	\$ 2,382.93	\$ (361.66)
Retirement & Sick Le.	\$ 489,853.00	\$ 294,889.20	\$ 194,963.80	\$ 235,793.01	\$ (40,829.21)
457 Plan Contribution	\$ 6,650.00	\$ 4,540.00	\$ 2,110.00	\$ 4,097.50	\$ (1,987.50)
Dental Insurance	\$ 11,880.00	\$ 8,100.19	\$ 3,779.81	\$ 6,534.88	\$ (2,755.07)
Worker's Compensation	\$ 503.00	\$ 279.80	\$ 223.20	\$ 240.13	\$ (16.93)
Unemployment	\$ 10,558.00	\$ 5,958.18	\$ 4,599.82	\$ 5,102.02	\$ (502.20)
Optical Insurance	\$ 1,721.00	\$ 1,154.30	\$ 566.70	\$ 921.91	\$ (355.21)
Disability Insurance	\$ 2,020.00	\$ 1,135.70	\$ 884.30	\$ 973.39	\$ (89.09)
	<u>\$ 3,182,573.00</u>	<u>\$ 1,630,630.23</u>	<u>\$ 1,551,942.77</u>	<u>\$ 1,317,805.62</u>	<u>\$ 234,137.15</u>

# Action Request



<b>Committee:</b>	Board of Commissioners
<b>Meeting Date:</b>	06/28/2022
<b>Requesting Department:</b>	Community Mental Health
<b>Submitted By:</b>	Marcie Ver Beek
<b>Agenda Item:</b>	Community Mental Health Personnel Request

**Suggested Motion:**

To approve the request from Community Mental Health to add temporary, non-benefited Crisis Call Out Clinician (Group T, pay grade 10) positions at a total cost not to exceed \$40,000 annually.

**Summary of Request:**

Community Mental Health has crisis clinicians that respond 24/7 to incidents as needed. This is a mandated service required by CMH's MDHHS contract. There has been considerable difficulty filling mental health clinician positions and current first shift staff are experiencing burnout by also needing to respond to after hour calls.

CMH is looking for creative and new options to support operations, ensure compliance with the MDHHS contract, and retain current staff. CMH is looking to create a pool of temporary, non-benefited Crisis Call Out Clinicians at a total cost not to exceed \$40,000 annually. These clinicians would likely consist of clinical practitioners in the area that agree to be on-call and respond to incidents when needed. These clinicians would be Group T, pay grade 10 and would also receive the call-out pay as proposed in the separate board action request. The funding source will be from Medicaid reimbursement, FY22-23 ARPA/MHBG - ACT Grant, and Dual ACT/IDDT Team Financial Incentive Grant. If the funding sources end, these positions will sunset and end.

**Financial Information:**

Total Cost: \$40,000.00	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:

Grant funded and Medicaid Reimbursement

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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

**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: *John Smith*

Committee/Governing/Advisory Board Approval Date: 06/21/2022

Finance and Administration Committee

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 06/28/2022

**Requesting Department:** Human Resources

**Submitted By:** Marcie Ver Beek

**Agenda Item:** Community Mental Health On-call and Third Shift Pay

## Suggested Motion:

To approve the request from Community Mental Health to enhance the on-call pay and formalize the CMH Third Shift premium in the Group T Employee Manual.

## Summary of Request:

Please view the attached document for detail.

This request is to change the Group T Manual by updating the CMH On-Call Language and to formalize the CMH Crisis third-shift premium pay.

Proposed On-call language at an additional cost of \$45,070 (paid by FY22-23 ARPA/MHBG - ACT and Dual ACT/IDDT Team Financial Incentive Grant and Medicaid funding):

On-Call- Mental Health Department:

(a) Employees of the Mental Health Department who are assigned on a rotating basis to be "on call" for nonscheduled working hours for week's duration, and who are required during said assignment to be "on call", shall be compensated with pay as follows:

(i) Monday thru Friday: \$50/shift and 1.5 hours pay for each hour of direct service

(ii) Weekend: \$75 for each shift and 1.5 hours pay for each hour of direct service

(iii) Holiday (as defined in the 'Holidays' subsection of this Manual, excluding Floating Holidays): \$100 for each shift and 1.5 hours pay for each hour of direct service

There shall be no pyramiding of on-call and premium pay beyond as described in this section.

Proposed Shift Premium language at a cost of \$5,215 (currently budgeted; paid by Medicaid funding):

CMH Crisis Team Third Shift Premium Pay: The employee who is assigned to the CMH Crisis third shift position shall receive a \$2.00 per hour bonus for all hours worked when so assigned.

## Financial Information:

Total Cost: \$50,285.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

On call pay: Grant and Medicaid funding; 3rd shift premium: budgeted for Medicaid reimbursement

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

**Action is Related to Strategic Plan:**

**Goal:** Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

**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: *John Su*

Committee/Governing/Advisory Board Approval Date: 06/21/2022

Finance and Administration Committee

# CMH On-Call Proposal and Third Shift Premium

## **Overview**

Considering the continued difficulty filling mental health positions, CMH is continuously exploring options to recruit and retain staff. One of the most difficult positions to fill are those that involve on-call work in addition to a regular 40 hour per week schedule. This includes our crisis team and ACT team as well as mobile crisis.

Applications for these positions are typically lower than other positions in the agency specifically due to the on-call requirement. These positions also take longer to fill than positions in the agency that don't require on-call. In the past three years, the agency has experience greater turnover than normal for crisis positions in which on-call is mandatory. This has caused significant burden for remaining staff as they have pick up even more shifts and do more on-call hours. This proposed restructure of the on-call pay would incentivize people to apply for these positions and to stay in them longer.

With this proposed new structure, we would also be more competitive with our regional partners, including all our bordering CMH's (comparison listed below). We would maintain current staff longer and avoid high turnover and staff replacement cost - estimated by HR to be approximately \$20,000 per employee. In addition, the current structure is complicated and difficult to understand by potential candidates.

By comparing same/same examples using the old and the new formula, it was determined that this new proposal would cost approximately 59% more. The amount we paid for on-call services in FY2021 between crisis and ACT was \$76,390. Based on current numbers this would increase our on-call costs annually by \$45,070. This will be paid with grant funding and Medicaid reimbursement. No general fund money will be used.

Also part of this request, the Crisis Team has an employee who is regularly scheduled third shift. In 2014, a pilot program was implemented that provided a \$2 per hour premium to employees assigned regularly to third shift on the CMH Crisis Team. This was in response to no interest in employees working third shift and turnover. Since the implementation, the turnover in the third shift position has decreased but the position is now vacant. This request is to formalize the \$2 per hour shift premium and add it to the Group T manual.

## **On-Call Language Change**

The current on-call pay structure in the Group T Manual is as follows:

On-Call/Pager-Mental Health Department:

- (a) Employees of the Mental Health Department who are assigned on a rotating basis to be "on call" for nonscheduled working hours for week's duration, and who are required during said assignment to carry a pager, shall be compensated with pay as follows:

## CMH On-Call Proposal and Third Shift Premium

(i) Receive pay at the rate of one (1) hour pay for each five (5) hours “on call”.

(ii) Receive pay at the rate of one (1) hour pay for each one (1) hour of direct intervention work (i.e. requiring the employee to report in to work) during the “on call” period.

(iii) “On call” hours during a seven (7) day period will generally equal 123 hours (i.e. 2 weekend days at 24 hours/day plus hours between 5:00 p.m. and 8:00 a.m. on scheduled work day).

(iv) In computing pay, hours of direct intervention under Subsection (ii) above shall be deducted before computing adjustments (reductions) under Subsection (i) above.

(b) Employees receiving compensation pursuant to (i) above for the assignment shall not be entitled to any other form of compensation for the assignment (e.g. no compensatory time off or overtime pay based upon the assignment).

(c) In lieu of 3 (a) above, employees of the Mental Health Department who are assigned on a rotating basis to be “on call” shall be paid at the rate of one and one-half (1 ½) hours of pay for each hour of direct intervention (i.e. requiring the employee to report in to work) during the “on-call” period, if such amount is greater than what the employee would have received under 3 (a) above

The proposed on-call pay structure in the Group T Manual is as follows:

### 3. On-Call- Mental Health Department:

(a) Employees of the Mental Health Department who are assigned on a rotating basis to be “on call” for nonscheduled working hours for week’s duration, and who are required during said assignment to be “on call”, shall be compensated with pay as follows:

(i) Monday thru Friday: \$50/shift and 1.5 hours pay for each hour of direct service

(ii) Weekend: \$75 for each shift and 1.5 hours pay for each hour of direct service

(iii) Holiday (as defined in the ‘Holidays’ subsection of this Manual, excluding Floating Holidays): \$100 for each shift and 1.5 hours pay for each hour of direct service

There shall be no pyramiding of on-call and premium pay beyond as described in this section.

## **Third Shift Premium Pay**

The proposed language to formalize the \$2 per hour third shift premium is as follows:

### Overtime and Premium Pay

## CMH On-Call Proposal and Third Shift Premium

6. CMH Crisis Team Third Shift Premium Pay: The employee who is assigned on a full-time basis (no less than one full pay period) to the CMH Crisis third shift position shall receive a \$2.00 per hour bonus for all hours worked when so assigned.

### **For Reference: On call reimbursement in surrounding counties**

#### **Network 180:**

Staff is paid a flat rate of \$100 for on-call time within a 24 hour period PLUS time and a half for each direct hour of service provided.

For holiday time the flat rate is \$200 per 24 hour period PLUS time and a half for each direct hour of service.

Milage is reimbursed up to 50 miles when staff use their own transportation to the location of the assessment.

#### **Allegan CMH:**

Weekday on call coverage is reimbursed at 4 hours of employee regular rate per shift PLUS regular hourly time for each hour of direct service.

Saturday/Sunday and holiday coverage is reimbursed at \$200 per shift PLUS regular hourly time for each hour of direct service.

#### **Healthwest Muskegon:**

##### For hourly staff:

M-F on-call is reimbursed at \$40 per shift PLUS time and a half for each hour of direct service.

Sat/Sun on-call is reimbursed at \$80 per shift PLUS time and a half for each hour of direct service.

Holiday on-call is reimbursed at \$160 per shift PLUS time and a half for each hour of direct service.

##### For salaried staff:

M-F on-call is reimbursed at \$40 per shift PLUS regular hourly pay for each hour of direct service.

Sat/Sun on-call is reimbursed at \$80 per shift PLUS regular hourly pay for each hour of direct service.

Holiday on-call is reimbursed at \$160 per shift PLUS regular hourly pay for each hour of direct service.

# Action Request

Electronic Submission – Contract # 1576



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/28/2022**

**Vendor/3<sup>rd</sup> Party: LAKESHORE ADVANTAGE**

**Requesting Department: DEPARTMENT OF STRATEGIC IMPACT**

**Submitted By: PAUL SACHS**

**Agenda Item: ARPA BUCKET MANAGER FOR BUSINESS STABILIZATION**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign an Advisory Agreement with Lakeshore Advantage to serve as Bucket Manager for Business Stabilization.

## Summary of Request:

The COVID-19 American Rescue Plan Act Advisory Committee was appointed by the Board of Commissioners on June 8, 2022. The purpose of the Advisory Committee is to identify needs and assist with developing draft funding priorities.

To ensure projects funded by federal SLFRF dollars benefit all who live and work in Ottawa County, the Committee identified (beyond local government lost revenue, which is an eligible expense of ARPA funds) the following five categories, or “buckets”, of highlevel priorities: County Initiatives, Countywide Broadband, Affordable Housing, Social/Human Service, and Business Stabilization.

Overseeing these categories will be who the Committee has coined “bucket managers” - individuals or organizations identified by the Committee (via a transparent Request For Proposals process) with experience or expertise in one or each of the prioritized “buckets”. County staff have been appointed as bucket managers for County Initiatives and Countywide Broadband categories. Qualified bucket managers for the remaining three categories will be selected from entities that best represent the interest of those categories.

## Financial Information:

Total Cost: \$68,688.00

General Fund Cost: \$68,688.00

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

## Administration:

Recommended by County Administrator:  6/16/2022 1:48:50 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/21/2022



# ADVISORY AGREEMENT

Between

**OTTAWA COUNTY, MICHIGAN and Lakeshore Advantage Corporation**

**THIS AGREEMENT** is made between Ottawa County, a State of Michigan political subdivision (hereinafter “COUNTY”), and Lakeshore Advantage, a non-profit organization (hereinafter “ADVISOR”):

**WHEREAS**, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

**WHEREAS**, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA;

**WHEREAS**, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$57 million; and

**WHEREAS**, the COUNTY is considering all of its SLFRF allocation to be lost revenue, which will enable the County to undertake various projects eligible for general fund expenditure;

**WHEREAS**, the COUNTY has identified four (4) general categories of community projects that would be eligible for general fund expenditure and has solicited advisors to assist the COUNTY in reviewing projects that are suitable and legally supportable for expenditure within each category;

**WHEREAS**, during their regular public meeting on \_\_\_\_\_, 2022, the Board of County Commissioners (hereinafter “BOARD”) approved the ADVISOR to serve as an advisor for the following Category: [Insert name of categorical bucket](hereinafter “CATEGORY”); and

**WHEREAS**, the COUNTY and ADVISOR desire to enter into this Agreement to memorialize their respective duties and responsibilities:

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

## **1. EFFECTIVE DATE AND TERM**

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the COUNTY in writing.

## **2. ADVISOR’S DUTIES:**

The ADVISOR shall have the following duties:

a. Assisting the COUNTY in developing criteria and the application form and process for the COUNTY’s eventual award of grants to applicants in the CATEGORY;

b. Assisting the COUNTY in screening applicants and making grant award recommendations to the COUNTY's Board of Commissioners; and

c. Performing other related tasks as assigned by the COUNTY and accepted by the ADVISOR.

**3. ADVISOR'S REPRESENTATIONS:**

With respect to its advisory duties and responsibilities, the ADVISOR represents the following:

a. Neither it as an entity, nor any of its officers, directors or employees have a financial interest in the award of any grant application evaluated or recommended pursuant to this Agreement.

b. The employees and officers of the ADVISOR performing any of the duties and responsibilities of the ADVISOR under this Agreement, have disclosed to the COUNTY in writing on the COUNTY's form, any known friendship, business relationship, acquaintance, or familial relationship that they have with any of the officers, agents, or employees of each applicant whose application they have evaluated or recommended.

**4. COMPENSATION**

The COUNTY shall pay the following compensation to the ADVISOR for the performance of its duties under this Agreement: **\$68,688**

**5. TERMINATION**

Without the need for prior notification, the COUNTY may terminate this Agreement immediately at its will upon written notice to the ADVISOR, and the ADVISOR agrees that it will not sue the COUNTY or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement. The ADVISOR may terminate this Agreement upon thirty (30) days advance notice.

**6. INDEPENDENT CONTRACTOR**

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The ADVISOR shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

**7. HOLD HARMLESS AND INDEMNIFICATION**

The ADVISOR agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the ADVISOR, its officers, directors,

employees, and/or agents relating to the ADVISOR's performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

**8. COMPLIANCE WITH LAWS AND GUIDELINES**

The ADVISOR shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

**9. MAINTENANCE AND AUDIT OF RECORDS**

The ADVISOR shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees.<sup>1</sup>

**10. NOTICES**

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

ADVISOR: President, 201 West Washington, Loft 410, Zeeland MI 49464

COUNTY: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

**11. IMPROPER INFLUENCE**

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

**12. CONFLICT OF INTEREST**

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

**13. TIME**

Time is of the essence in this Agreement.

**14. SURVIVAL**

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

#### **15. MERGER AND AMENDMENT**

This Agreement constitutes the entire agreement between the COUNTY and the ADVISOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

#### **16. GOVERNING LAW**

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

#### **17. NON-WAIVER**

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

#### **18. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

#### **19. ASSIGNMENT**

The ADVISOR shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

#### **20. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER**

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the COUNTY'S governmental immunity. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

#### **21. CIVIL RIGHTS COMPLIANCE**

In performing its duties and responsibilities, the ADVISOR shall not discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

**22. SEVERABILITY**

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

**23. COUNTERPARTS**

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**24. TAXES**

The ADVISOR shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the COUNTY shall not undertake any withholdings for such purposes.

**25. AUTHORIZATION**

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

**IN WITNESS WHEREOF**, this Agreement is executed and shall become effective as of the last date signed below: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ADVISOR**

**OTTAWA COUNTY, MICHIGAN**

By: *George Cross*  
*Lakeside Authority*, Its: *President*

By: \_\_\_\_\_  
Matt Fenske, Chairperson  
Ottawa County Board of Commissioners

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

**ARPA ADVISOR DISCLOSURE FORM**

*Corporate Disclosure*

Jennifer Owens, hereby discloses that it has the following relationship with Lakeshore Advantage

Contract with Ottawa County to conduct economic development support services.

*Individual Disclosure*

Lakeshore Advantage, hereby discloses that NA, who holds the following position at the ADVISOR, NA, has the following one or more relationships to NA, who works for or is associated with NA :

- Friendship
- Acquaintance
- Familial
- Business

Please describe in detail the nature of the relationship or contact that forms the source of the potential conflict:

No conflict

Jenny Owens

Date: 6/15, 2022

### ARPA Budget Phase 1

Wages fully burdened	\$25,798.00	541 total staff hours*
Taxes	\$1,546.00	
Contract Labor	\$6,000.00	
Meeting expense/supplies	\$1,000.00	
Total Phase 1	\$34,344.00	

### ARPA budget Phase 2

Wages fully burdened	\$25,798.00	541 total staff hours*
Taxes	\$1,546.00	
Contract Labor	\$6,000.00	
Meeting expense/supplies	\$1,000.00	
Total Phase 2	\$34,344.00	

**Total Project** **\$68,688.00**

42 Hours of President/COO rate  
520 Hours at VP rate  
520 Hours at Project Manager rate

# Action Request

Electronic Submission – Contract # 1577



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/28/2022**

**Vendor/3<sup>rd</sup> Party: GREATER OTTAWA COUNTY UNITED WAY - HOUSING NEXT**

**Requesting Department: DEPARTMENT OF STRATEGIC IMPACT**

**Submitted By: PAUL SACHS**

**Agenda Item: ARPA BUCKET MANAGER FOR AFFORDABLE HOUSING**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign an Advisory Agreement with Greater Ottawa County United Way - Housing Next to serve as Bucket Manager for Affordable Housing.

## Summary of Request:

The COVID-19 American Rescue Plan Act Advisory Committee was appointed by the Board of Commissioners on June 8, 2022. The purpose of the Advisory Committee is to identify needs and assist with developing draft funding priorities.

To ensure projects funded by federal SLFRF dollars benefit all who live and work in Ottawa County, the Committee identified (beyond local government lost revenue, which is an eligible expense of ARPA funds) the following five categories, or “buckets”, of highlevel priorities: County Initiatives, Countywide Broadband, Affordable Housing, Social/Human Service, and Business Stabilization.

Overseeing these categories will be who the Committee has coined “bucket managers” - individuals or organizations identified by the Committee (via a transparent Request For Proposals process) with experience or expertise in one or each of the prioritized “buckets”. County staff have been appointed as bucket managers for County Initiatives and Countywide Broadband categories. Qualified bucket managers for the remaining three categories will be selected from entities that best represent the interest of those categories.

## Financial Information:

Total Cost: \$100,000.00

General Fund Cost: \$100,000.00

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

## Administration:

Recommended by County Administrator:  6/16/2022 1:48:43 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/21/2022



# ADVISORY AGREEMENT

Between

**OTTAWA COUNTY, MICHIGAN and Greater Ottawa County United Way – Housing Next**

**THIS AGREEMENT** is made between Ottawa County, a State of Michigan political subdivision (hereinafter “COUNTY”), and Greater Ottawa County United Way – Housing Next, a non-profit organization (hereinafter “ADVISOR”):

**WHEREAS**, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

**WHEREAS**, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA;

**WHEREAS**, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$57 million; and

**WHEREAS**, the COUNTY is considering all of its SLFRF allocation to be lost revenue, which will enable the County to undertake various projects eligible for general fund expenditure;

**WHEREAS**, the COUNTY has identified four (4) general categories of community projects that would be eligible for general fund expenditure and has solicited advisors to assist the COUNTY in reviewing projects that are suitable and legally supportable for expenditure within each category;

**WHEREAS**, during their regular public meeting on \_\_\_\_\_, 2022, the Board of County Commissioners (hereinafter “BOARD”) approved the ADVISOR to serve as an advisor for the following Category: Affordable Housing (hereinafter “CATEGORY”); and

**WHEREAS**, the COUNTY and ADVISOR desire to enter into this Agreement to memorialize their respective duties and responsibilities:

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

## 1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the COUNTY in writing.

## 2. ADVISOR’S DUTIES:

The ADVISOR shall have the following duties:

- a. Assisting the COUNTY in developing criteria and the application form and process for the COUNTY's eventual award of grants to applicants in the CATEGORY;
- b. Assisting the COUNTY in screening applicants and making grant award recommendations to the COUNTY's Board of Commissioners; and
- c. Performing other related tasks as assigned by the COUNTY and accepted by the ADVISOR.

**3. ADVISOR'S REPRESENTATIONS:**

With respect to its advisory duties and responsibilities, the ADVISOR represents the following:

- a. Neither it as an entity, nor any of its officers, directors or employees have a financial interest in the award of any grant application evaluated or recommended pursuant to this Agreement.
- b. The employees and officers of the ADVISOR performing any of the duties and responsibilities of the ADVISOR under this Agreement, have disclosed to the COUNTY in writing on the COUNTY's form, any known friendship, business relationship, acquaintance, or familial relationship that they have with any of the officers, agents, or employees of each applicant whose application they have evaluated or recommended.

**4. COMPENSATION**

The COUNTY shall pay the following compensation to the ADVISOR for the performance of its duties under this Agreement: \$100,000 (\$50,000 per year for 2 years)

**5. TERMINATION**

Without the need for prior notification, the COUNTY may terminate this Agreement immediately at its will upon written notice to the ADVISOR, and the ADVISOR agrees that it will not sue the COUNTY or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement. The ADVISOR may terminate this Agreement upon thirty (30) days advance notice.

**6. INDEPENDENT CONTRACTOR**

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The ADVISOR shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

**7. HOLD HARMLESS AND INDEMNIFICATION**

The ADVISOR agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury,

sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the ADVISOR, its officers, directors, employees, and/or agents relating to the ADVISOR's performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

**8. COMPLIANCE WITH LAWS AND GUIDELINES**

The ADVISOR shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

**9. MAINTENANCE AND AUDIT OF RECORDS**

The ADVISOR shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees.<sup>1</sup>

**10. NOTICES**

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

ADVISOR: President, Greater Ottawa County United Way, 115 Clover St #300 Holland, MI 49423

COUNTY: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

**11. IMPROPER INFLUENCE**

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

**12. CONFLICT OF INTEREST**

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

**13. TIME**

Time is of the essence in this Agreement.

**14. SURVIVAL**

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

**15. MERGER AND AMENDMENT**

This Agreement constitutes the entire agreement between the COUNTY and the ADVISOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

**16. GOVERNING LAW**

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

**17. NON-WAIVER**

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

**18. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

**19. ASSIGNMENT**

The ADVISOR shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

**20. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER**

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the COUNTY'S governmental immunity. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**21. CIVIL RIGHTS COMPLIANCE**

In performing its duties and responsibilities, the ADVISOR shall not discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

**22. SEVERABILITY**

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

**23. COUNTERPARTS**

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**24. TAXES**

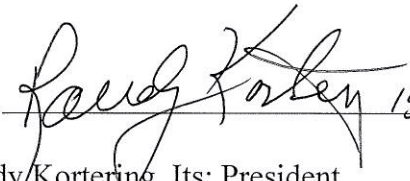
The ADVISOR shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the COUNTY shall not undertake any withholdings for such purposes.

**25. AUTHORIZATION**

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

**IN WITNESS WHEREOF**, this Agreement is executed and shall become effective as of the last date signed below: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ADVISOR**

By:  15 JUN 22  
Randy Korter, Its: President

**OTTAWA COUNTY, MICHIGAN**

By: \_\_\_\_\_  
Matt Fenske, Chairperson  
Ottawa County Board of Commissioners

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

# Action Request

Electronic Submission – Contract # 1578



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 6/28/2022**

**Vendor/3<sup>rd</sup> Party: GREATER OTTAWA COUNTY UNITED WAY - CARE OTTAWA COUNTY**

**Requesting Department: DEPARTMENT OF STRATEGIC IMPACT**

**Submitted By: PAUL SACHS**

**Agenda Item: ARPA BUCKET MANAGER FOR SOCIAL-HUMAN SERVICE**

## Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register an Advisory Agreement with Greater Ottawa County United Way - Care Ottawa County to serve as Bucket Manager for Social-Human Service.

## Summary of Request:

The COVID-19 American Rescue Plan Act Advisory Committee was appointed by the Board of Commissioners on June 8, 2022. The purpose of the Advisory Committee is to identify needs and assist with developing draft funding priorities.

To ensure projects funded by federal SLFRF dollars benefit all who live and work in Ottawa County, the Committee identified (beyond local government lost revenue, which is an eligible expense of ARPA funds) the following five categories, or “buckets”, of high level priorities: County Initiatives, Countywide Broadband, Affordable Housing, Social/Human Service, and Business Stabilization.

Overseeing these categories will be who the Committee has coined “bucket managers” - individuals or organizations identified by the Committee (via a transparent Request For Proposals process) with experience or expertise in one or each of the prioritized “buckets”. County staff have been appointed as bucket managers for County Initiatives and Countywide Broadband categories. Qualified bucket managers for the remaining three categories will be selected from entities that best represent the interest of those categories.

## Financial Information:

Total Cost: \$45,000.00

General Fund Cost: \$45,000.00

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

## Administration:

Recommended by County Administrator:  6/16/2022 1:48:34 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/21/2022

# ADVISORY AGREEMENT

Between

**OTTAWA COUNTY, MICHIGAN and Greater Ottawa County United Way – Care  
Ottawa County**

**THIS AGREEMENT** is made between Ottawa County, a State of Michigan political subdivision (hereinafter “COUNTY”), and Greater Ottawa County United Way – Care Ottawa County, a non-profit organization (hereinafter “ADVISOR”):

**WHEREAS**, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

**WHEREAS**, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA;

**WHEREAS**, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$57 million; and

**WHEREAS**, the COUNTY is considering all of its SLFRF allocation to be lost revenue, which will enable the County to undertake various projects eligible for general fund expenditure;

**WHEREAS**, the COUNTY has identified four (4) general categories of community projects that would be eligible for general fund expenditure and has solicited advisors to assist the COUNTY in reviewing projects that are suitable and legally supportable for expenditure within each category;

**WHEREAS**, during their regular public meeting on \_\_\_\_\_, 2022, the Board of County Commissioners (hereinafter “BOARD”) approved the ADVISOR to serve as an advisor for the following Category: Human Services (hereinafter “CATEGORY”); and

**WHEREAS**, the COUNTY and ADVISOR desire to enter into this Agreement to memorialize their respective duties and responsibilities:

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

## 1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the COUNTY in writing.

## 2. ADVISOR’S DUTIES:

The ADVISOR shall have the following duties:

*RLX*

- a. Assisting the COUNTY in developing criteria and the application form and process for the COUNTY's eventual award of grants to applicants in the CATEGORY;
- b. Assisting the COUNTY in screening applicants and making grant award recommendations to the COUNTY's Board of Commissioners; and
- c. Performing other related tasks as assigned by the COUNTY and accepted by the ADVISOR.

**3. ADVISOR'S REPRESENTATIONS:**

With respect to its advisory duties and responsibilities, the ADVISOR represents the following:

- a. Neither it as an entity, nor any of its officers, directors or employees have a financial interest in the award of any grant application evaluated or recommended pursuant to this Agreement.
- b. The employees and officers of the ADVISOR performing any of the duties and responsibilities of the ADVISOR under this Agreement, have disclosed to the COUNTY in writing on the COUNTY's form, any known friendship, business relationship, acquaintance, or familial relationship that they have with any of the officers, agents, or employees of each applicant whose application they have evaluated or recommended.

**4. COMPENSATION**

The COUNTY shall pay the following compensation to the ADVISOR for the performance of its duties under this Agreement: \$45,000

**5. TERMINATION**

Without the need for prior notification, the COUNTY may terminate this Agreement immediately at its will upon written notice to the ADVISOR, and the ADVISOR agrees that it will not sue the COUNTY or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement. The ADVISOR may terminate this Agreement upon thirty (30) days advance notice.

**6. INDEPENDENT CONTRACTOR**

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The ADVISOR shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

**7. HOLD HARMLESS AND INDEMNIFICATION**

The ADVISOR agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury,

*RLK*



sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the ADVISOR, its officers, directors, employees, and/or agents relating to the ADVISOR's performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

**8. COMPLIANCE WITH LAWS AND GUIDELINES**

The ADVISOR shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

**9. MAINTENANCE AND AUDIT OF RECORDS**

The ADVISOR shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees.<sup>1</sup>

**10. NOTICES**

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

ADVISOR: President, Greater Ottawa County United Way, 115 Clover St #300 Holland, MI 49423

COUNTY: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

**11. IMPROPER INFLUENCE**

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

**12. CONFLICT OF INTEREST**

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

**13. TIME**

Time is of the essence in this Agreement.

**14. SURVIVAL**

RLK

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

**15. MERGER AND AMENDMENT**

This Agreement constitutes the entire agreement between the COUNTY and the ADVISOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

**16. GOVERNING LAW**

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

**17. NON-WAIVER**

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

**18. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

**19. ASSIGNMENT**

The ADVISOR shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

**20. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER**

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the COUNTY'S governmental immunity. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**21. CIVIL RIGHTS COMPLIANCE**

In performing its duties and responsibilities, the ADVISOR shall not discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

**22. SEVERABILITY**

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

**23. COUNTERPARTS**

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**24. TAXES**


The ADVISOR shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the COUNTY shall not undertake any withholdings for such purposes.

**25. AUTHORIZATION**

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

**IN WITNESS WHEREOF**, this Agreement is executed and shall become effective as of the last date signed below: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ADVISOR**

By:  15 JUN 22  
Randy Korter, Its: President

**OTTAWA COUNTY, MICHIGAN**

By: \_\_\_\_\_  
Matt Fenske, Chairperson  
Ottawa County Board of Commissioners

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

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 06/28/2022

**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: 06/21/2022

Finance and Administration Committee

Fund		Department	Explanation	Revenue	Expense
08-748	General Fund	Sheriff's Office	Cameras initially budgeted in Sheriff's operating accounts will be paid from the Insurance Authority risk mitigation grant.		\$ (7,064)
08-1162	General Fund Capital Improvement Fund	Transfers Out Transfers In	Fund Balance excess reserves transfer to Capital Projects Fund. This amount was initially approved for the Family Justice Courthouse, but the Insurance Authority grant was approved.	\$ 1,500,000	\$ 1,500,000
09-149	General Fund	Sheriff's Office	Use of donations by the Sheriff's Office to purchase 125 Year Anniversary badges, jackets for the Victim Advocates, Shop with the Sheriff Program supplies and to cover travel to MN for 2 deputies to continue with a cold case investigation.	\$ 14,223	\$ 14,223
09-224	General Fund	Jail	Budget increase for a program that started last year to help offer some diet specific options to Jail inmates.	\$ 30,000	\$ 30,000
09-170	Public Health	Health Department	State of Michigan (MDHHS) funding to purchase Senior Project Fresh coupon books to be used at farmers markets.	\$ 1,175	\$ 1,175
09-776	Board Initiatives - Lost Revenue	Transfer In	Transfer Lost Revenue Savings as of 9/30/21 to new fund to track projects	\$ 7,650,482	
09-776	General Fund	Transfer Out			\$ 7,650,482
09-776	Board initiatives - Lost Revenue	Board of Commissioners	Appropriate Funds for affordable housing contract manager		\$ 100,000
09-776	Board initiatives - Lost Revenue	Board of Commissioners	Appropriate funds for social/human contract manager		\$ 45,000
09-776	Board initiatives - Lost Revenue	Board of Commissioners	Appropriate funds for business stabilization contract manager		\$ 68,688
09-776	Board initiatives - Lost Revenue	Transfer Out	Appropriate funds for loyal payment (previously approved in the General Fund). Activity is moving to the new fund to track all lost revenue savings in one place.		\$ 392,340
09-776	General fund	Transfer In		\$ 392,340	