



Joe Moss
Chairperson

Sylvia Rhodea
Vice-Chairperson

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, August 8, 2023 at 9:00 AM** for the regular August 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. Prayer and Pledge of Allegiance
3. Roll Call
4. Correspondence
5. Public Comment
6. Approval of Agenda
7. Consent Resolutions:

From the County Clerk/Register

A. *Board of Commissioners Meeting Minutes*

Suggested Motion:

To approve the minutes of the [July 25, 2023](#) Board of Commissioners meeting

B. [Correspondence Log 500](#)

Suggested Motion:

To receive for information the Correspondence Log.

From the Planning and Policy Committee

C. Ottawa Sands Day-Use Restroom Grant Agreement

Suggested Motion:

To approve the grant agreement from the Land and Water Conservation Fund for assistance to complete the Ottawa Sands day-use restroom project in the City of Ferrysburg.

D. Kirk Park Renovations

Suggested Motion:

To approve the bid from First Peninsula Contractors in the amount of \$454,422 for renovation of the Kirk Park restroom.

From the Finance and Administration Committee

E. Accounts Payable for July 3, 2023 through July 21, 2023

Suggested Motion:

To approve the general claims in the amount of \$12,574,881.34 as presented by the summary report for July 3, 2023 through July 21, 2023.

F. Contract to Provide Assessing Services

Suggested Motion:

To approve the contract to provide Assessing Services for Blendon Township.

G. Waste Removal and Recycling Services Contract

Suggested Motion:

To approve the contract for waste removal and recycling services.

H. Full Faith and Credit Pledges for Drain Notes and Bonds

Suggested Motion:

To approve a resolution pledging the county's full faith and credit to a drain note or bond.

I. Setting of Public Hearing on the 2024 Ottawa County Budget

Suggested Motion:

To set a public hearing on the 2024 Ottawa County Budget for September 12, 2023 to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive at 9:00 am.

J. FY2023 Budget Adjustments

Suggested Motion:

To approve the 2023 budget adjustments per the attached schedule.

8. Public Hearings: None

9. Agenda and Action Requests: None

10. *Committee Reports*

From the County Administrator

A. *Update on Important Accomplishments*

From Fiscal Services

B. [*Overview of FY2024 -2029 Capital Improvement Plan*](#)

C. [*Overview of FY2024 County Budget*](#)

11. *Public Comment*

12. *Additional Business*

From the County Administrator

A. *Administrator's Report*

From the County Commissioners

B. *Report on the recent meeting with the Ottawa County Foster Parent Coalition*

C. *Report on the Ottawa County Farm Bureau Summer Picnic*

13. *Adjournment at Call of the Chairperson*

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
JULY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, July 25, 2023, at 6:31 p.m. and was called to order by the Chairperson.

The prayer was pronounced by Pastor Andy.

Chairperson Moss led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Gretchen Cosby, Lucy Ebel, Douglas Zylstra, Jacob Bonnema, Joe Moss, Kyle Terpstra, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, Allison Miedema. (11)

Correspondence

None.

Public Comments

Public comments were made by the following:

1. Elizabeth Brubaker-Holland Township
2. Ryan Anderson-Chester Township
3. Joe Spaulding-Holland Township
4. Rebecca Patrick-Allendale Township
5. J. Parnell McCarter-Georgetown Township
6. Harvey Nikkel-Georgetown Township
7. Ronnie Allen-Allendale Township
8. Donna Mooney-Georgetown Township
9. Roger Williams-Grand Haven City
10. Sheila Dettloff-Holland Township
11. Valerie A. Martin-Grand Haven
12. Stephen Rockman-Grand Haven Township
13. Pam Driesenga-Blendon Township
14. Christi Meppelink-Zeeland Township
15. Barbara Lee VanHorssen-Grand Haven City
16. Karen Obits-Spring Lake Township
17. Virginia Greenlee-Park Township
18. Lori Grasman-Robinson Township
19. David Morren-Allendale Township
20. Joan Bailey-Grand Haven Township
21. Aaron Compagner-Jamestown Township
22. Mariah Stewart-Park Township

23. Curt Meppelink-Zeeland Township
24. Justin Compagner-Park Township
25. David Barnosky-Port Sheldon Township
26. Kelly Vrugink-Zeeland Township
27. Jeff King-Unknown

Approval of Agenda

B/C 23-132 Roger Bergman moved to approve the agenda of today.

The motion passed.

Consent Resolutions

B/C 23-133 Douglas Zylstra moved to remove Item I (approval of the 2023 budget adjustments per the attached schedule) from Consent Resolutions and move it to Agenda and Action Requests 9a.

B/C 23-134 Allison Miedema moved to approve the following Consent Resolutions.

- A. To approve the minutes of the July 11, 2023, Board of Commissioners meeting
- B. To ratify all contracts for the period of June 1, 2023 to June 30, 2023 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.
- C. To approve and authorize an amendment to the 2023 Ottawa County Department of Public Health Plan of Organization to correct the designation of the Circuit Court which serves Ottawa County.
- D. To approve the bid from Ryerson Brothers Excavating LLC in the amount of \$88,677.09 for construction of a new septic field at Kirk Park.
- E. To approve the general claims in the amount of \$15,829,600.26 as presented by the summary report for May 29, 2023 through June 29, 2023.
- F. To approve a proposal to add one, 1.0 FTE full-time, benefited Water Resources Financial Analyst position at universal paygrade 10 for a total cost of \$100,507.
- G. To approve a contract with BJ Transport for transportation of the deceased to the morgue, for a 3-year contract equaling \$180,000.
- H. To approve a contract with Padnos for recycling electronics, for a 3-year contract equaling \$75,000.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Douglas Zylstra, Kyle Terpstra, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (11)

Public Hearings

None.

Agenda and Action Requests

B/C 23-135 Gretchen Cosby moved to approve the 2023 budget adjustments per the attached schedule.

The motion passed by the following votes: Yeas: Jacob Bonnema, Lucy Ebel, Roger Bergman, Allison Miedema, Kyle Terpstra, Gretchen Cosby, Sylvia Rhodea, Rebekah Curran, Roger Belknap, Joe Moss. (10)

Nays: Douglas Zylstra. (1)

B/C 23-136 Douglas Zylstra moved to change the amount of Item 9-1980 on the budget adjustment worksheet from a \$110,000 transfer to a \$98,000 transfer.

The motion failed by the following votes: Nays: Gretchen Cosby, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (7)

Yeas: Roger Bergman, Douglas Zylstra, Jacob Bonnema, Kyle Terpstra. (4)

Committee Reports

None.

Public Comment

1. David Morren-Allendale Township
2. Stephen Rockman-Grand Haven Township
3. Roger Williams-Grand Haven City
4. Karen Obits-Spring Lake Township
5. Virginia Greenlee-Park Township
6. Lori Grasman-Robinson Township
7. Donna Mooney-Georgetown Township
8. Justin Compagner-Park Township
9. Ronnie Allen-Allendale Township
10. Harvey Nikkel-Georgetown Township
11. Jim Kuiper-Holland Township
12. John-Unknown
13. David Barnosky-Port Sheldon Township
14. George Bartel-Zeeland Township

Online Public Comments

1. Joe Spaulding-Holland Township

Additional Business

- A. Report from County Administrator-The County Administrator's report was presented.

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 8:44 p.m.

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

JOE MOSS, Chairperson
Of the Board of Commissioners

Search Results Title:

Correspondence From: ONTONAGON COUNTY BOC - 7-18-2023 - 7/19/2023

Correspondence From: ALGER COUNTY BOC - JUNE 20, 2023 - 7/21/2023

Correspondence From: ALGER COUNTY BOC - JUNE 20, 2023 (3) - 7/21/2023

Correspondence From: ALGER COUNTY BOC - JUNE 20, 2023 (2) - 7/21/2023

Total Documents : 4

Total Processing Time : 0 Hours, 0 Minutes, 1 Seconds

Action Request

Electronic Submission – Contract # 1985



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/8/2023

Vendor/3rd Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: OTTAWA SANDS DAY-USE RESTROOM LWCF GRANT AGREEMENT

Suggested Motion:

To approve the grant agreement from the Land & Water Conservation Fund for assistance to complete the Ottawa Sands Day-use Restroom project in the City of Ferrysburg.

Summary of Request:

Following the gift of the Bill and Bea Idema Foundation to construct amenities associated with the Idema Explorers Camp at Ottawa Sands, park staff reviewed opportunities to further leverage this funding in order to construct complementary amenities. In considering the priority amenities from the 2021 Ottawa Sands Master Plan, the 1.6-mile paved "Lake Loop" around the 80-acre mining lake and the modern restroom facility at the day-use parking area were identified as the most desirable amenities. In 2022, a Michigan Natural Resources Trust Fund and Land & Water Conservation Fund grants were recommended for these projects.

This motion sheet covers the Land & Water Conservation Fund grant, which will provide funding for the modern accessible restroom facility at the day-use parking area. The \$242,900 grant covers half of the budgeted project cost. A grant agreement was received in early July and needs to be executed by August 30, 2023. As part of the grant agreement, a Board of Commissioners resolution is required. A draft of this resolution is attached for informational purposes. The grant allows engineering to commence prior to execution of the grant agreement and this work is now underway with the hope of getting the project bid in 2023. More details are provided in the attached Project Sheet.

The complementary lake-loop project with the day-use parking area is still awaiting a grant agreement from the Michigan Natural Resources Trust Fund. A trust fund grant agreement won't be available until the State legislature appropriates the funding.

Financial Information:

Total Cost: \$485,800.00

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:

7/25/2023 5:25:19 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 8/1/2023



LAND AND WATER CONSERVATION FUND
DEVELOPMENT PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning

This Agreement is between Ottawa County in the county of Ottawa County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act 166 of 2022, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 06/27/2023 and the Federal Award ID Number for these funds is P23AP00653.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Ottawa Sands Day-use Restroom Project Number: 26-01892

Amount of grant: \$242,900.00 50% PROJECT TOTAL: \$485,800.00

Amount of match: \$242,900.00 50%

Start Date: Date of Execution by DEPARTMENT End Date: 06/30/2026

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 08/30/2023, or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE

SIGNED

By [Print Name]: Jason Shamblin

Title: Director

Organization: Ottawa County Parks & Recreation Commission

085899011

Unique Entity Identifier

CV0048100 24

SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: Grants Section Manager

Date of Execution by DEPARTMENT

Phone: 517-284-7268
Email: dnr-grants@michigan.gov

Ottawa Sands Day-use Restroom
Land and Water Conservation Fund Agreement

Ottawa County

By: _____

Joe Moss, Chairperson
Board of Commissioners

Date

By: _____

Justin F. Roebuck, Clerk/Register

Date

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Jason Shamblin, Director

Name/Title

Ottawa County Parks & Recreation Commission

Organization

12220 Fillmore Street, Rm 267

Address

West Olive, MI 49460

Address

616-738-4810

Telephone Number

jshamblin@miottawa.org

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01892** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period of performance allowed for project completion is from **07/01/2023** through **06/30/2026**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Bench(es)
 - Bike Rack(s)
 - Landscaping
 - Recycle Bin(s)
 - Restroom Building
 - Signage
 - Utilities
 - Permit Fees
7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%) of Four Hundred and Eighty-Five Thousand Eight Hundred dollars (\$485,800.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred and Forty-Two Thousand Nine Hundred dollars (\$242,900.00)** which is the total amount obligated by this action.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Two Hundred and Forty-Two Thousand Nine Hundred dollars (\$242,900.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 - 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the

DEPARTMENT upon request.

- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - g. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - h. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - i. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - j. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - k. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - l. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
11. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.

- b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 9/30/2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
12. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
13. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
18. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement .

20. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
21. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
23. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
24. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
30. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
31. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
32. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement
33. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
34. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
35. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.

**Ottawa Sand Day-use Restroom
Land & Water Conservation Fund Grant Legal Description**

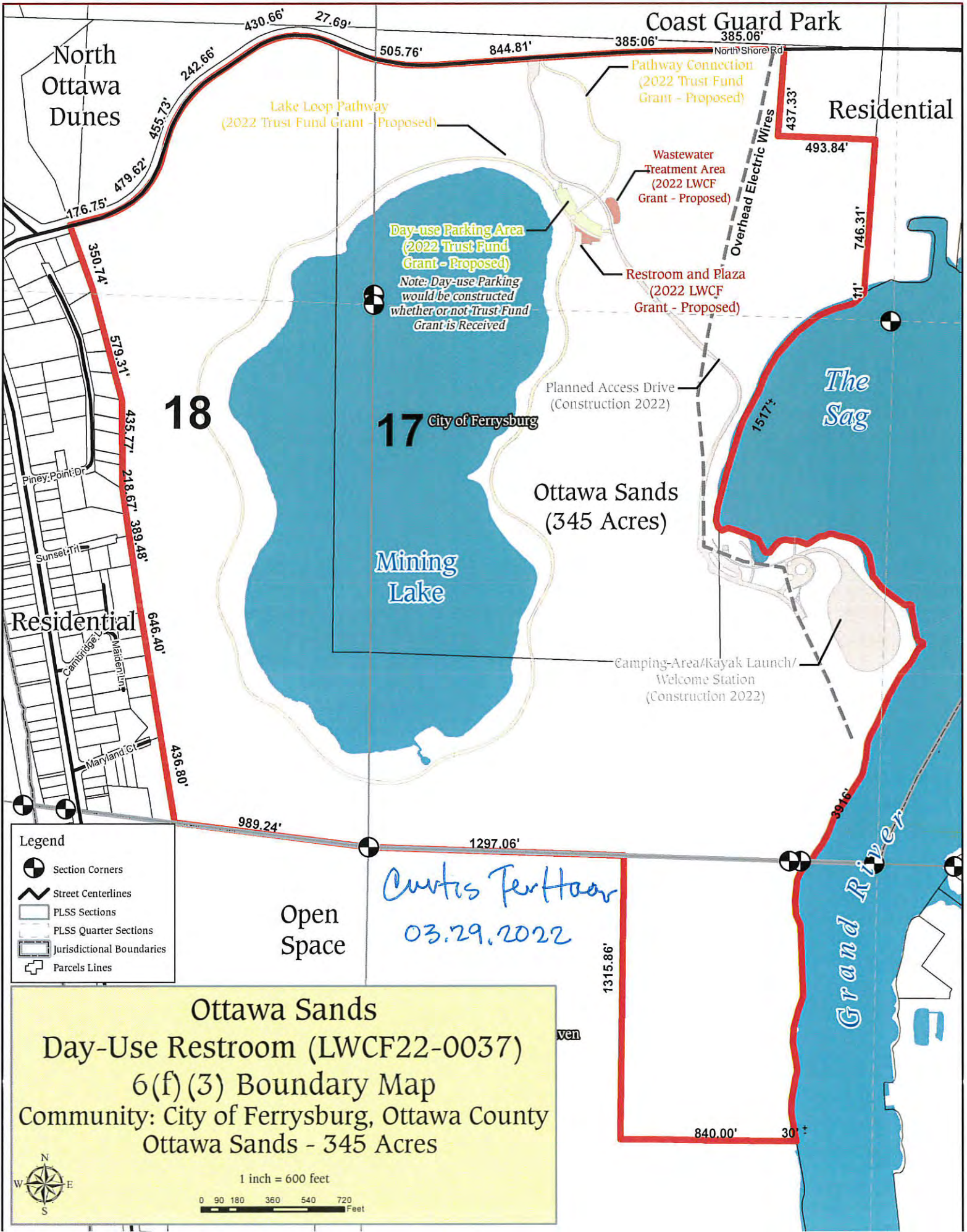
Deed 1 (Ottawa County Clerk/Register Reference # 2018-0026944):

Part of Sections 17, 18 & 20, Town 8 North, Range 16 West, City of Grand Haven & City of Ferrysburg, Ottawa County, Michigan, described as: Beginning at the Southeast corner of said Section 18; thence N82°51'52"W 989.24 feet along the South line of Government Lot 4 of said Section 18; thence N08°46'36"W 436.80 feet; thence N09°39'27"W 646.40 feet; thence N09°37'55"W 389.48 feet; thence N06°42'50"W 218.67 feet; thence N01°14'21"W 435.77 feet; thence N13°55'22"W 579.31 feet; thence N19°50'43"W 350.74 feet (The previous 7 calls all being along the East line of Grand Haven Beach Subdivision No. 1 & 2); thence N75°03'33"E 176.75 feet; thence Northeasterly 479.62 feet along a 435.00 foot radius curve to the left, said curve having a central angle of 63°10'23", and a chord bearing N42°53'44"E 455.69 feet; thence Northeasterly 455.73 feet along a 586.00 foot radius curve to the right, said curve having a central angle of 44°33'33", and a chord bearing N33°35'19"E 444.34 feet; thence N55°52'05"E 242.66 feet; thence Easterly 430.66 feet along a 405.00 foot radius curve to the right, said curve having a central angle of 60°55'35", and a chord bearing N86°19'53"E 410.66 feet; thence Southeasterly 27.69 feet along a 1000.00 foot radius curve to the left, said curve having a central angle of 01°35'12", and a chord bearing S63°59'56"E 27.69 feet (The previous 6 calls all being along the centerline of North Shore Road); thence S00°32'07"W 3044.67 feet; thence N90°00'00"E 190.51 feet; thence S88°05'46"E 1778.70 feet; thence N00°39'21"W 602.25 to a Point hereinafter referred to as Reference Point "B"; thence continuing N00°39'21"W 75 feet, more or less, to the waters edge of the Grand River; thence Southeasterly & Southerly 3916 feet, more or less, along said water edge to a point that is S88°00'58"E 30 feet, more or less, from a point hereinafter referred to as Reference Point "A", said Point "A" being located S54°45'20"E 210.09 feet and N74°02'46"E 326.57 feet and S47°16'57"E 612.06 feet and S22°21'27"W 475.01 feet and S27°26'03"W 941.15 feet and S10°24'30"E 201.06 feet and S01°26'40"W 988.95 feet from aforementioned Point "B"; thence N88°00'58"W 30 feet, more or less, to said Referenced Point "A"; thence N88°00'58"W 840.00 feet; thence N01°01'29"E 1315.86 along the West line of Government Lot 1 of said Section 20; thence N88°04'10"W 1297.06 feet along the South line of said Section 17 to the Point of Beginning. Contains 188 acres, more or less. Subject to highway right-of-way for North Shore Road over the Northerly most 40.00 feet thereof. Subject to easements, restrictions and rights-of-way of record.

Deed 3 (Ottawa County Clerk/Register Reference # 2018-0025096):

Parcel 2: Part of Sections 17 & 18, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section 18; thence N00°32'07"E 976.19 feet along the East line of said Section 18 to the Point of Beginning; thence S90°00'00"W 190.51 feet; thence N00°32'07"E 3044.67 feet; thence Southeasterly 505.76 feet

along a 1000.00 foot radius curve to the left, said curve having a central angle of $28^{\circ}58'41''$, and a chord bearing $S79^{\circ}16'52''E$ 500.39 feet; thence $N86^{\circ}13'48''E$ 844.81 feet; thence Northeasterly 385.06 feet along a 6880.00 foot radius curve to the right, said curve having a central angle of $03^{\circ}12'24''$, and a chord bearing $N87^{\circ}50'00''E$ 385.01 feet; thence $N89^{\circ}26'12''E$ 546.87 feet (The previous 4 calls all being along the centerline of North Shore Road); thence $S04^{\circ}20'21''W$ 437.33 feet; thence $S87^{\circ}52'07''E$ 493.84 feet; thence $S04^{\circ}20'05''W$ 746.31 feet along the North-South $1/4$ line of said Section to a point hereinafter referred to as Referenced Point "C" & Reference Monument to the Center of said Section 17; thence continuing $S04^{\circ}20'05''W$ 11 feet, more or less, along said line to the water edge of the Grand River; thence Southwesterly 1517 feet, more or less, to a point that is $N00^{\circ}39'21''W$ 75 feet, more or less, from a point hereinafter referred to as Reference Point "B", said point "B" being $S65^{\circ}57'17''W$ 514.27 feet and $S22^{\circ}23'20''W$ 721.83 feet and $S07^{\circ}33'01''W$ 381.72 feet and $S54^{\circ}45'20''E$ 69.41 feet from aforementioned Point "C"; thence $S00^{\circ}39'21''W$ 75 feet, more or less, to said Referenced Point "B"; thence continuing $S00^{\circ}39'21''E$ 602.25 feet; thence $N88^{\circ}05'46''W$ 1778.70 feet to the Point of Beginning. Contains 157 acres, more or less. Subject to highway right-of-way for North Shore Road over the Northerly most 40.00 feet thereof. Subject to easements, restrictions and rights-of-way of record.



North
Ottawa
Dunes

Coast Guard Park

Residential

Lake Loop Pathway
(2022 Trust Fund Grant - Proposed)

Pathway Connection
(2022 Trust Fund Grant - Proposed)

Wastewater
Treatment Area
(2022 LWCF Grant - Proposed)

Day-use Parking Area
(2022 Trust Fund Grant - Proposed)

Note: Day-use Parking
would be constructed
whether or not Trust Fund
Grant is Received

Restroom and Plaza
(2022 LWCF Grant - Proposed)

Planned Access Drive
(Construction 2022)

18

17 City of Ferrysburg

Ottawa Sands
(345 Acres)

Mining
Lake

The
Sag

Residential

Camping Area/Kayak Launch/
Welcome Station
(Construction 2022)

- Legend
- Section Corners
 - Street Centerlines
 - PLSS Sections
 - PLSS Quarter Sections
 - Jurisdictional Boundaries
 - Parcel Lines

Open
Space

Curtis Ter Haar
03.29.2022

Ottawa Sands

Day-Use Restroom (LWCF22-0037)

6(f)(3) Boundary Map

Community: City of Ferrysburg, Ottawa County

Ottawa Sands - 345 Acres



1 inch = 600 feet



COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 8th day of August, 2023 at 9:00 o'clock a.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the County of Ottawa supported the submission of an application titled “Ottawa Sands Day-use Restroom” to the Land and Water Conservation Fund for the development of an accessible modern restroom at Ottawa Sands County Park; and,

WHEREAS, the application was selected for funding by the Michigan Department of Natural Resources (hereafter “the DEPARTMENT”); and,

WHEREAS, the project is supported by the Community’s 5-Year Approved Parks and Recreation Plan and the Ottawa Sands Master Plan; and,

WHEREAS, the project will enhance the experience of Ottawa Sands for the public;

NOW THEREFORE BE IT RESOLVED, that the County of Ottawa, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$242,900 dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Board of Commissioners of the County of Ottawa at their regular meeting held on August 8, 2023, at 9:00 a.m. in West Olive, Michigan, with a quorum present.

Signature

Ottawa County Clerk/Register
Title

August 8, 2023
Date

RESOLUTION DECLARED ADOPTED.

Joe Moss
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk/Register

Project: Ottawa Sands – Day-use Improvements Land & Water Conservation Grant

- **Parks Initiative:** Lake Michigan Coastal/Grand River Greenways – Ottawa Sands (background below in *italics*)
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Ottawa Sands Master Plan, Parks Plan Page 236, and Appendix L-4 (Project D45)
- **Estimated Cost:** \$485,800
- **Proposed/Committed Funding:**
 - Land & Water Conservation Fund (Proposed): \$242,900
 - Ottawa County Parks: \$242,900
- **Location:** City of Ferrysburg, Ottawa County (Senate District 31, State House District 88)
- **Summary:** This project includes various improvements at the “Day-use” area near the entrance of Ottawa Sands, particularly focused on adding an accessible modern restroom as well as other miscellaneous improvements such as benches and bike loops.
- **Status:** Possible construction in FY 2024. Project in design.



Ottawa Sands Background Info: *In 2019, Ottawa County Parks completed the purchase of this 345-acre former sand mine with over a mile of Grand River frontage, an 80-acre manmade lake, and critical dune features. The park is situated within a 6-mile corridor of duneland along Lake Michigan, stretching from the north side of the Grand River in Grand Haven to PJ Hoffmaster State Park. In 2021, the Ottawa Sands Master Plan was adopted, and it features several major proposed improvements including paved pathway connections to the regional trail system, a 1.6-mile paved path around the manmade lake, a kayak launch, swimming beach, Idema Explorers Camp (including tent camping, yurts, and tree houses), and water taxi connections to downtown Grand Haven. (Located in US District 2, State Senate District 30, State House District 89)*

Action Request

Electronic Submission – Contract # 1984



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/8/2023

Vendor/3rd Party: FIRST PENINSULA CONTRACTORS

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: KIRK PARK RENOVATIONS

Suggested Motion:

To approve the bid from First Peninsula Contractors in the amount of \$454,422 for renovation of the Kirk Park restroom.

Summary of Request:

Necessary renovations to Kirk Park have been in the planning stages for several years. The improvements include a new accessible playground, new modern septic field, and renovation of the existing main restroom building. All improvements are to be completed during the off-season and will be open in time for Summer 2024. A Michigan Natural Resources Trust fund grant is helping to fund all improvements.

Financial Information:

Total Cost: \$454,422.00

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:

7/25/2023 5:25:46 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 8/1/2023



**OTTAWA COUNTY
CONTRACT FOR KIRK PARK RESTROOM RENOVATION SERVICES**

This CONTRACT is made and hereby effective on the 1 day of July 2023 by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and First Peninsula Contractors (hereinafter, "Contractor"), with a principal place of business at 2635 Black Horse Drive, Grand Rapids, MI 49505.

IT IS HEREBY AGREED AS FOLLOWS:

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

This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

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

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

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

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

13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter.
14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
16. Liability and Insurance: Contractor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. Contractor shall provide proof of the following coverages: Workers' Compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the vendor and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of the work performed or products provided.
17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.

19. Governmental Immunity: The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
20. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
22. Notices:
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: First Peninsula Contractors
Attn: Bradly Bosma
2635 Black Horse Drive
Grand Rapids, MI 49505
Email: firstpeninsulacontractors@gmail.com

If to Ottawa County: Ottawa County Parks and Recreation
Attn: Curt TerHaar
12220 Fillmore St.
West Olive, MI 49460
Email: terhaar@ocmiillaweb.com

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

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

COUNTY OF OTTAWA

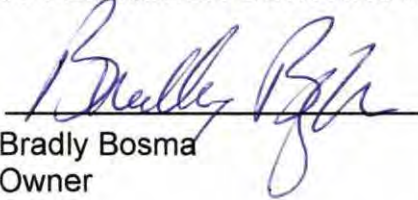
By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

By: _____
Justin F. Roebuck,
County Clerk/Register

Date

FIRST PENINSULA CONTRACTORS

By: 
Bradly Bosma
Owner


Date

Bidder's Name: First Peninsula Contractors

PROPOSAL FORM

Kirk Park Restroom Renovation Project

TO: Mr. Curt TerHaar, Coordinator
Ottawa County Parks & Recreation
12220 Fillmore St.
West Olive MI 49460

The undersigned bidder has carefully examined the plans and specifications for the renovation of Kirk Park Restroom Building, in West Olive, Michigan, as prepared by MCSA Group, Inc. and, having carefully examined the existing building and site and completely familiarized himself with local conditions affecting the cost of the work; hereby states that he will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings; and will accept as full and complete payment therefore the Lump Sum Bid Amount Which Is The Summation Of The Cost Of The Work Items 1 through 2 in the Base Bid Total amount of

Four hundred Fifty Four Thousand Four hundred Twenty two Dollars
and 00 Cents (\$ 454,422.00)

State or federal funds are being used to assist in construction and relevant State or federal requirements will apply.

The contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Bidders shall immediately notify the Architect of any perceived errors, omissions or discrepancies so they and other bidders can be advised of an acceptable bid procedure. This is a Lump Sum Bid. The base bid as submitted is for complete construction as shown by the plans, details and specifications.

**Kirk Park Restroom Renovation Project
BASE BID WORK ITEMS:**

<u>Work Items</u>	<u>Bid Items Amount</u>
Work Item 1. Renovate existing restroom building, including addition of new Storage Room and Changing Stalls (at west side of building). Work includes general trades, mechanical, plumbing and electrical work.	\$ <u>430,942.00</u>

Bidder's Name: First Peninsula Contractors

Work Item 2. Replace existing concrete sidewalks around renovated restroom building per construction documents, and including restoration of site associated with work.

\$ 23,480.00

LIST OF SUBCONTRACTORS

LIST ALL SUBCONTRACTORS: To be completed as part of Bid Proposal.

<u>Name of Subcontractor</u>	<u>Type of Work</u>	<u>Amount</u>
<u>WestmAS Electric</u>	<u>Electrical</u>	<u>28,540</u>
<u>Sommerdyke Plumbing</u>	<u>Plumbing</u>	<u>25,530</u>
<u>T-S Concepts</u>	<u>Mech</u>	<u>15,600</u>
<u>Extreme Flooring</u>	<u>Epoxy</u>	<u>16,000</u>
<u>Pinnacle Exteriors</u>	<u>Roofing/Siding</u>	<u>59,000</u>

The undersigned agrees as follows:

To do any extra work not covered by the above schedule of prices, which may be ordered by the Architect, and to accept compensation therefore as provided in Section 23 of the General Conditions entitled "Unclassified Work".

Begin work as soon as possible after the contract is executed and perform said work in such a manner as to complete it in accordance with the Contract and to coordinate their work with the other contractors involved.

Bidder's Name: First Peninsula Contractors

The undersigned acknowledges the right of the Owner to accept or reject any proposal or part of any proposal submitted.

We hereby acknowledge receipt of the following addenda and have included them in our proposal; Addenda Nos. 1

addendum #1 Dated June 7, 2023
Dated _____

Dated this 14th day of June, 2023.

→ By: Signature of Bidder Bradley Bosma

Name of Business First Peninsula Contractors

Business Address of Bidder 2635 Black Horse Drive
Grand Rapids MI 49505

Business Telephone of Bidder 616.292.3635

Business Fax Number of Bidder —

Email Address of Bidder firstpeninsulacontractors@gmail.com

Incorporated under the laws of the State of _____

President _____

Secretary _____

Treasurer _____

If Non-incorporated: Bradley Bosma

Names and Addresses of Members of the Firm:

Bradly Bosma, owner

End of Section 00 0400 (Proposal Form)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512	CONTACT NAME: Patrick Zeiser PHONE (A/C No. Ext): 6165411516 E-MAIL ADDRESS: pzeiser@thecampbellgrp.com	FAX (A/C No.): 800-847-3129
	INSURER(S) AFFORDING COVERAGE	
INSURED First Peninsula Contractors, LLC 2536 Black Horse Drive NE Grand Rapids MI 49505	INSURER A: The Cincinnati Specialty Underwriters Insurance Co NAIC # 13037	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 453889456	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0203717	2/13/2023	2/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CSU0203717	2/13/2023	2/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0203721	2/13/2023	2/13/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Verification of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Patrick Zeiser</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 6165411516</td> <td>FAX (A/C, No): 800-847-3129</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: pzeiser@thecampbellgrp.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: The Cincinnati Specialty Underwriters Insurance Co</td> <td style="text-align: right;">NAIC # 13037</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Patrick Zeiser		PHONE (A/C, No, Ext): 6165411516	FAX (A/C, No): 800-847-3129	E-MAIL ADDRESS: pzeiser@thecampbellgrp.com		INSURER(S) AFFORDING COVERAGE		INSURER A: The Cincinnati Specialty Underwriters Insurance Co	NAIC # 13037	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																					
INSURED First Peninsula Contractors, LLC 2536 Black Horse Drive NE Grand Rapids MI 49505	FIRSPEN-02																				

COVERAGES **CERTIFICATE NUMBER: 1965996969** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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E.L. DISEASE - POLICY LIMIT		\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Ottawa County Parks & Recreation Commission 12220 Fillmore Street West Olive MI 49460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**Ottawa County Parks &
Recreation Commission**
12220 Fillmore
West Olive, Michigan 49460

Proposal Tabulation
Kirk Park Restroom Renovation
Wednesday, June 14, 2023, 2:00 pm

	COMPANY (BIDDER)	BASE BID	Addendum	Bid Bond	Item 1 - Restroom Reno	Item 2 - Concrete Walk	Comments
1	First Peninsula Contractors	\$454,422.00	x	x	\$430,942.00	\$23,480.00	Budget is \$354,972.00
2	EV Construction Co.	\$675,553.00	x	x	\$606,573.37	\$68,979.32	
3	Mugen Construction	\$787,350.00	x	x	\$741,449.00	\$45,901.00	
4							
5							
6							
7							
8							
9							
10							

Action Request



Committee: Board of Commissioners

Meeting Date: 08/08/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for July 3, 2023 through July 21, 2023

Suggested Motion:

To approve the general claims in the amount of \$12,574,881.34 as presented by the summary report for July 3, 2023 through July 21, 2023.

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy. See attached list of vendors paid.

Financial Information:

Total Cost: \$12,574,881.34	General Fund Cost: \$718,802.95	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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


Action is Related to Strategic Plan:

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

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

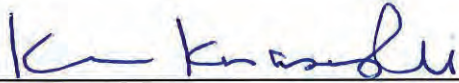
Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance & Administration 08/01/2023 Board of Commissioners

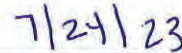
Total CHECKS EFTs WIRES	
	Dates: July 3, 2023
	to July 21, 2023
	Total of all funds: \$12,574,881.34

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:

\$12,574,881.34



Karen Karasinski
Fiscal Services Director



Date

We hereby certify that the Board of Commissioners has approved
the claims on Tuesday, August 8, 2023

Joe Moss, Chairperson
Board of Commissioners

Justin Roebuck
Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: July 3, 2023

to July 21, 2023

Total of all funds: \$12,574,881.34

222	MENTAL HEALTH FUND	\$4,368,426.97
681	RETIREMENT BENEFITS FUND	\$1,662,184.88
703	TAX COLLECTION CUSTODIAL FUND	\$1,477,269.58
469	BLDG AUTHORITY CONST PROJ FUND	\$1,111,732.17
721	LIBRARY PENAL FINE FUND	\$890,593.76
101	GENERAL FUND	\$718,802.95
401	CAPITAL PROJECTS FUND	\$584,559.44
100	GF IMPREST PAYROLL FUND	\$312,419.28
106	BOARD INITIATIVES FUND	\$298,534.17
701	GEN CUSTODIAL FUND	\$166,177.35
710	DISTRICT COURT CUSTODIAL FUND	\$135,996.21
218	OTHER GOVERNMENTAL GRANTS FUND	\$125,322.39
228	LANDFILL TIPPING FEES FUND	\$103,297.80
223	MENTAL HEALTH MILLAGE FUND	\$96,622.68
292	CHILD CARE FUND	\$87,859.56
636	INNOVATION AND TECHNOLOGY FUND	\$82,269.38
221	HEALTH FUND	\$48,659.47
712	CIRCUIT COURT CUSTODIAL FUND	\$47,029.07
801	DRAINS SPECIAL REV FUND	\$41,656.96
208	PARKS AND RECREATION FUND	\$29,303.23
677	GENERAL LIABILITY & WC FUND	\$23,095.90
408	PARKS CAPITAL PROJECTS FUND	\$22,690.38
260	PUBLIC DEFENDERS OFFICE FUND	\$21,898.16
655	TELECOMMUNICATIONS FUND	\$21,873.05
711	PROBATE COURT CUSTODIAL FUND	\$17,325.04

Total CHECKS | EFTs | WIRES



Dates: July 3, 2023
to July 21, 2023

Total of all funds: **\$12,574,881.34**

675	EMPLOYEE BENEFITS FUND	\$11,321.18
243	BROWNFIELD REDVLPMNT AUTH FUND	\$10,673.86
872	INLAND LAKE IMPROVEMENT FUND	\$9,359.94
679	LONGTERM DISABILITY FUND	\$9,300.16
256	REG OF DEEDS AUTOMATION FUND	\$9,295.48
000	POOLED CASH FUND	\$7,015.80
103	CELL TOWERS FUND	\$4,931.91
290	DEPT HLTH HUMAN SERVICES FUND	\$4,507.46
709	JUV CRT CUSTODIAL FUND	\$3,835.42
215	FRIEND OF THE COURT FUND	\$3,417.18
266	SHERIFF CONTRACTS FUND	\$2,785.34
516	DELINQUENT TAXES FUND	\$1,983.96
263	CONCEALED PISTOL LICENSE FUND	\$690.00
714	INMATE CUSTODIAL FUND	\$163.82
102	STABILIZATION FUND	\$0.00
104	SOLID WASTE CLEAN UP FUND	\$0.00
105	DB/DC CONVERSION	\$0.00
107	INFRASTRUCTURE FUND	\$0.00
151	CEMETERY TRUST FUND	\$0.00
201	ROAD COMMISSION FUND	\$0.00
234	FARMLAND PRESERVATION FUND	\$0.00
244	ECONOMIC DEVELOPMENT CORP FUND	\$0.00
255	HOMESTEAD PROPERTY TAX FUND	\$0.00
262	FEDERAL FORFEITURE FUND	\$0.00

Total CHECKS | EFTs | WIRES



Dates: July 3, 2023

to July 21, 2023

Total of all funds: \$12,574,881.34

284	OPIOID SETTLEMENT FUND	\$0.00
286	AMERICAN RESCUE PLAN ACT FUND	\$0.00
301	DEBT SERVICE FUND	\$0.00
365	PUBLIC UTILITY BOND & INT FUND	\$0.00
369	OC BUILDING AUTH DEBT FUND	\$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	\$0.00
518	DELINQUENT TAX #2 FUND	\$0.00
536	LAND BANK AUTHORITY FUND	\$0.00
645	COPIER RPLCMNT FUND	\$0.00
664	EQUIPMENT POOL FUND	\$0.00
676	UNEMPLOYMENT FUND	\$0.00
680	COMPENSATED ABSENCES FUND	\$0.00
736	OPEB TRUST FUND	\$0.00
802	DRAIN REVOLVING FUND	\$0.00
804	DRAIN REVOLVING MAINT FUND	\$0.00
805	DRAINS CAPITAL PRJT FUND	\$0.00
851	DRAINS DEBT SERVICE FUND	\$0.00
871	PUBLIC UTILITY MNTCE & OPER FUND	\$0.00

**Accounts Payable Vendor Disbursements
July 3 - July 21, 2023**

VENDOR:	AMOUNT:
STATE OF MICHIGAN	\$ 2,059,577.55
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM OF MICHIGAN	\$ 1,661,276.07
LAKESHORE REGIONAL ENTITY	\$ 1,116,446.38
GRANGER CONSTRUCTION COMPANY	\$ 1,104,803.25
WEATHERPROOFING TECHNOLOGIES INC	\$ 532,283.44
HERITAGE H.O.M.E. INC.	\$ 308,815.31
MOKA CORPORATION	\$ 288,925.95
HERRICK DISTRICT LIBRARY	\$ 263,908.92
GOOD SAMARITAN MINISTRIES	\$ 223,801.00
HARBOR HOUSE MINISTRIES	\$ 216,577.36
HOPE NETWORK BEHAVIORAL HEALTH SERVICES	\$ 195,984.62
POSITIVE BEHAVIOR SUPPORTS CORPORATION	\$ 177,266.22
GEORGETOWN TOWNSHIP	\$ 166,504.41
VITALCORE HEALTH STRATEGIES LLC	\$ 146,853.46
JP MORGAN CHASE *(see Appendix A)	\$ 130,614.21
EQUITABLE LEARNING SOLUTIONS	\$ 127,767.58
BENJAMIN'S HOPE	\$ 126,333.16
LOUTIT DISTRICT LIBRARY	\$ 118,258.47
OTTAWA COUNTY ROAD COMMISSION	\$ 117,491.13
ALLENDALE CHARTER TOWNSHIP	\$ 106,529.48
HOPE DISCOVERY ABA SERVICES LLC	\$ 101,382.77
TURNING LEAF RESIDENTIAL REHABILITATION SVCS INC	\$ 99,707.32
GRAND RAPIDS COMMUNITY COLLEGE	\$ 95,407.67
REFUNDS	\$ 90,213.02
FLATROCK MANORS INC	\$ 89,330.40
REACH FOR RECOVERY INC	\$ 87,842.50
CITY OF ZEELAND	\$ 77,650.04
LUTHERAN SOCIAL SERVICES	\$ 67,341.02
EMPLOYEE ASSISTANCE CENTER	\$ 62,081.52
SPRING LAKE DISTRICT LIBRARY	\$ 59,737.53
WAYPOINTS	\$ 58,544.71
WEX BANK	\$ 54,560.82
GT INDEPENDENCE	\$ 54,206.86
NATIVE EDGE LLC	\$ 51,580.00
COMMUNITY ALLIANCE	\$ 44,131.94
KALLMAN LEGAL GROUP PLLC	\$ 39,802.50
INDIAN TRAILS CAMP INC	\$ 39,647.15
CITY OF COOPERSVILLE	\$ 38,562.91
CITY OF HUDSONVILLE	\$ 38,007.55
ADIA LLC	\$ 36,590.00
HOLLAND COMMUNITY HOSPITAL	\$ 36,054.00
ARBOR CIRCLE CORP	\$ 35,862.87

ENVIRO CLEAN SERVICES INC	\$	35,630.41
ZAWADI USA LLC	\$	35,546.60
HARBOR HUMANE SOCIETY	\$	34,366.64
REBOUND PHYSICAL AND OCCUPATIONAL THERAPY	\$	33,748.73
AMANI LLC	\$	33,359.15
DEVELOPMENTAL ENHANCEMENT PLC	\$	33,080.21
PREFERRED EMPLOYMENT & LIVING SUPPORTS	\$	32,722.29
METROPOLITAN LIFE INSURANCE COMPANY	\$	32,667.94
LA BENEDICTION CO LLC	\$	31,071.60
COMMUNITY ACTION HOUSE	\$	31,019.00
BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$	30,350.25
DEWPOINT INC	\$	29,512.00
JAMESTOWN CHARTER TOWNSHIP	\$	29,136.71
BEACON SPECIALIZED LIVING SERVICES INC	\$	27,741.80
HOPE LOVE AND GRACE	\$	26,319.75
WESTERN MICHIGAN PATHOLOGY	\$	26,075.00
WEB TECS INC	\$	25,922.00
EMPLOYEE REIMBURSEMENTS	\$	25,702.50
FOREST VIEW HOSPITAL	\$	25,693.62
CANTEEN SERVICES INC	\$	24,942.45
SPICER GROUP INC	\$	24,179.25
WESTERN MICHIGAN TREATMENT CENTER	\$	23,918.09
PITNEY BOWES INC	\$	23,704.20
LIGHTHOUSE AUTISM CENTER	\$	23,110.78
SEDGWICK CLAIMS MANAGEMENT SERVICES INC	\$	22,509.79
SHERRIFF GOSLIN COMPANY	\$	22,108.00
HOLLAND LITHO PRINTING SERVICE INC	\$	21,885.44
PINE REST CHRISTIAN MENTAL HEALTH SERVICES	\$	21,793.38
HARBOR OAKS HOSPITAL	\$	21,710.00
CITY OF GRAND HAVEN	\$	21,382.50
PENDOGANI GL LLC	\$	20,330.40
ACORN HEALTH OF MICHIGAN LLC	\$	19,243.44
CENTRIA HEALTHCARE LLC	\$	18,503.61
RELIANCE COMMUNITY CARE PARTNERS	\$	18,077.20
COFESCO FIRE PROTECTION LLC	\$	17,793.30
COPY-TECH INC	\$	15,540.75
STONECREST CENTER	\$	15,291.00
APPLIED BEHAVIORAL SCIENCE INSTITUTION LLC	\$	15,176.08
ROCHELLE RAWLINGS	\$	14,590.03
CHILDREN'S ADVOCACY CENTER	\$	14,166.67
NETSMART TECHNOLOGIES INC	\$	14,128.05
BUILDING MEN FOR LIFE	\$	14,044.90
BIS DIGITAL INC	\$	13,825.94
NEUROPSYCHIATRIC HOSPITAL OF INDIANAPOLIS LLC	\$	13,500.00
COMMUNITY HEALING CENTERS	\$	13,442.61
ST JOHN'S HEALTH CARE PC	\$	13,233.92
CORNERSTONE AFC LLC	\$	13,094.25

HAVENWYCK HOSPITAL	\$	12,896.00
STUART T WILSON CPA PC	\$	12,532.23
VERIZON WIRELESS SERVICES	\$	12,495.01
ENG INC	\$	12,359.53
BEAR RIVER HEALTH	\$	12,264.38
FULL CIRCLE CARE LLC	\$	11,883.97
OTTAWA ISD, CAREERLINE TECH CENTER, TRAC	\$	11,755.63
LOCUMTENENS.COM LLC	\$	11,657.66
VANVOLKINBURG BUILDERS LLC	\$	11,565.44
FIDELITY SECURITY LIFE INSURANCE COMPANY	\$	11,441.09
DEAN CTH	\$	11,290.85
SECOND STORY COUSELING	\$	11,088.07
AFLAC GROUP INSURANCE	\$	10,925.27
LYDIA'S HOUSE	\$	10,617.29
REVEL	\$	10,381.80
RESTITUTION	\$	10,363.67
CADRE INFORMATION SECURITY	\$	10,110.80
FISHBECK, THOMPSON, CARR & HUBER, INC	\$	10,104.55
MERRITT HAWKINS & ASSOCIATES LLC	\$	10,048.86
PLM LAKE & LAND MANAGEMENT CORP	\$	10,000.00
JURORS	\$	9,268.94
PROTOCOL SERVICES INC	\$	9,210.12
FRITS HARTGERS	\$	9,152.16
MICHIGAN PATHOLOGY SPECIALISTS PC	\$	8,897.70
FIDLAR TECHNOLOGIES	\$	8,891.55
RELIABLE HEATING AND COOLING LLC	\$	8,850.00
BRAIN TREE MANAGEMENT INC	\$	8,710.00
HOLLAND CHARTER TOWNSHIP	\$	8,610.42
NETWORK 180	\$	8,401.40
RANDALL G MEYER EXCAVATING	\$	8,359.23
WEST, A THOMSON REUTERS BUSINESS	\$	8,263.60
AMY JO BRECKON	\$	8,231.24
HANSMA HOME	\$	8,203.50
CHERI LYNN WYNSMA	\$	7,847.40
HOLLAND BOARD OF PUBLIC WORKS	\$	7,842.90
HERNANDEZ HOME LLC	\$	7,758.66
PT SOLUTIONS INC	\$	7,743.00
BENTON'S AFC FACILITY	\$	7,680.15
REQUEST HTG & CLG	\$	7,500.00
GEI CONSULTANTS OF MICHIGAN PC	\$	7,422.00
GIDDINGS AFC II	\$	7,387.00
OTTAWA COUNTY INFINISOURCE FLEX	\$	7,350.00
COLESPEAKS LLC	\$	7,015.80
EQ THE ENVIRONMENTAL QUALITY COMPANY	\$	6,925.00
MCLAREN FLINT	\$	6,858.80
PIONEER RESOURCES INC	\$	6,853.00
	\$	6,780.39

WILSON & WYNN INTERVENTIONS, PLC	\$	6,774.92
MANDI MARTINI	\$	6,673.90
RTH SERVICES LLC	\$	6,632.64
STRONG AFC	\$	6,631.80
SCHIELE AFC	\$	6,631.80
DLZ MICHIGAN INC	\$	6,613.20
CITY OF HOLLAND	\$	6,389.20
GIDDINGS AFC HOMES, LLC	\$	6,300.00
VONK AFC	\$	6,162.10
HEALTHSOURCE SAGINAW INC	\$	6,053.53
LAW OFFICE OF JOHN R MORITZ	\$	5,883.29
NANCI LYNNE LUBINSKI	\$	5,740.28
THERMO FISHER SCIENTIFIC	\$	5,705.92
BARBIER LAW OFFICES PLC	\$	5,690.00
CRISTINA R BASMAYOR	\$	5,581.80
GOPHER EXPRESS COURIER SERVICE INC	\$	5,571.00
ALCOGARE LLC	\$	5,465.96
CHARTER COMMUNICATIONS	\$	5,421.48
STILLSON CTH	\$	5,349.00
COMMUNITY LIVING SERVICES INC	\$	5,280.00
REPUBLIC SERVICES INC	\$	5,231.21
MATTHEW BENDER & COMPANY INC	\$	5,200.16
GRAYSON ENTERPRISE LLC	\$	5,090.25
SENIOR RESOURCES OF WEST MICHIGAN	\$	5,000.00
ACCESSIBLE HOME DESIGN	\$	5,000.00
SUCCESS CARE LLC	\$	5,000.00
LEVEL 7 PERSONAL DEVELOPMENT LLC	\$	4,760.00
CENTRAL TOWING	\$	4,719.00
WEST MICHIGAN PSYCHOLOGICAL SERVICE	\$	4,569.35
THE ENERGY CONSERVATORY	\$	4,507.50
DAVID'S HOUSE MINISTRIES	\$	4,436.91
WATKINS PHARMACY & SURGICAL SUPPLY CO	\$	4,416.68
MICHAEL A SPOELMAN	\$	4,400.00
SCHEUERLE & ZITTA LLP	\$	4,221.09
BETHESDA FARM	\$	4,181.76
GOODWILL INDUSTRIES OF WEST MICHIGAN INC	\$	4,146.98
WEDGWOOD CHRISTIAN SERVICES	\$	4,126.92
SERENITY HOMES NORTH LLC	\$	4,112.00
DAVID B KORTERING LAW OFFICE	\$	4,000.00
PHOENIX CREMATORY SERVICE	\$	3,925.00
CAMFIL USA INC	\$	3,920.59
AT&T CORP	\$	3,896.20
BRADLEY R JOHNSON ATTORNEY AT LAW	\$	3,718.10
B & H PHOTO-VIDEO	\$	3,698.00
MCSA GROUP INC	\$	3,650.00
GRAND RAPIDS CENTER FOR MINDFULNESS	\$	3,600.00
AMAZON CAPITAL SERVICES INC	\$	3,584.73

SALE'S HEATING COOLING & REFRIGERATION INC	\$	3,575.00
SOCIAL SERVICE RESOURCES LLC	\$	3,537.24
MRG-TRANSLATIONS	\$	3,510.00
TELE-RAD INC	\$	3,262.46
THE WHARF MARINA	\$	3,256.80
PERSONABLE, INC	\$	3,234.00
OFFICE DEPOT BUSINESS SOLUTIONS	\$	3,223.08
MADELAINE P LYDA	\$	3,150.00
GUIDEHOUSE INC	\$	3,126.50
DENNY'S EXCAVATING INC	\$	3,084.00
KAJOVID PROPERTIES LLC	\$	3,000.00
FAMILY IDEPENDENCE AGENCY STATE DIS	\$	2,989.88
TOTAL COURT SERVICES	\$	2,987.50
RIVERS WEST APPAREL INC	\$	2,750.21
AT&T MOBILITY NATIONAL ACCOUNTS LLC	\$	2,715.29
OTTAWA COUNTY DEPUTIES ASSOCIATION	\$	2,697.81
FOX COUNSELING SERVICES LLC	\$	2,633.95
ANYPROMO.COM	\$	2,601.18
ROBINSON TOWNSHIP	\$	2,558.54
MERLE BOES INC	\$	2,557.02
COLEMANZ AFC	\$	2,483.32
LAW OFFICE OF KEVIN B MEGLEY	\$	2,478.35
BIZSTREAM	\$	2,450.00
MARTINIZING DELIVERS #941609	\$	2,417.30
OLIVE TOWNSHIP	\$	2,395.04
FAHEY SCHULTZ BURZYCH RHODES PLC	\$	2,385.00
LANDSCAPE DESIGN SERVICES INC	\$	2,321.56
CAMP FISH TALES	\$	2,286.00
SENTINEL TECHNOLOGIES INC	\$	2,274.00
HRA PSYCHOLOGICAL SERVICES	\$	2,267.50
SOUTHWEST AFC LLC	\$	2,265.90
WHITE CRANE HOME AFC	\$	2,265.90
PINE RIDGE ASSISTED LIVING FACILITY	\$	2,265.90
PLATINUM LIVING LLC	\$	2,265.90
ON DUTY GEAR LLC	\$	2,244.27
BRINKS INC	\$	2,185.61
4IMPRINT INC	\$	2,184.27
SANOFI PASTEUR INC	\$	2,182.46
NORTH KENT GUIDANCE SERVICES LLC	\$	2,168.63
AFC INTERNATIONAL INC	\$	2,107.18
CASE MANAGEMENT OF MICHIGAN INC	\$	2,057.80
MICHIGAN ORNAMENTAL IRON & FABRICATING INC	\$	2,040.00
CURCIO LAW FIRM PLC	\$	2,034.00
KONE INC	\$	2,029.77
CONSUMERS ENERGY COMPANY	\$	2,022.45
COMMUNITY LIVING OPTIONS	\$	2,007.72
BRAINS	\$	2,000.00

BUSSCHER DEVELOPMENT INC	\$	1,950.00
LAKESHORE ADVOCACY SERVICE LLC	\$	1,920.00
PRINTING SYSTEMS INC	\$	1,918.38
GRAND HAVEN CHARTER TOWNSHIP	\$	1,903.60
THE SMITH LAW FIRM PLLC	\$	1,872.67
INTEGRITY BUSINESS SOLUTIONS	\$	1,842.08
DICK'S TOWING & RECOVERY, INC	\$	1,827.00
OTTAWA COUNTY DEPUTY SHERIFF ASSOCIATION	\$	1,765.24
CONTRACT LOGIX LLC	\$	1,720.00
TFH (USA) LTD	\$	1,662.00
WEST MICHIGAN DOCUMENT SHREDDING LLC	\$	1,639.00
MIDMICHIGAN MEDICAL CENTER MIDLAND	\$	1,600.00
SOLARWINDS WORLDWIDE LLC	\$	1,564.00
VESTIGE GPS	\$	1,559.48
TIM'S TOWING	\$	1,558.00
PORT CITY CAB CO	\$	1,537.00
LINDA S KRAMER	\$	1,510.60
FRIEND OF THE COURT ASSOCIATION	\$	1,500.00
MERCK SHARP & DOHME CORP	\$	1,490.03
GLAXOSMITHKLINE	\$	1,443.08
UPDOX LLC	\$	1,405.35
MCKESSON MEDICAL-SURGICAL GOVERNMENTAL SOLUTIONS	\$	1,400.03
CRAIG A JENISON	\$	1,381.82
NICHOLS	\$	1,364.74
TRADITIONS OF HOLLAND	\$	1,359.00
YELLOW LIME CREATIVE	\$	1,308.00
D.A. BLODGETT ST JOHNS	\$	1,302.40
INTERPHASE OFFICE INTERIORS INC	\$	1,288.53
TOP TO BOTTOM CLEANING GROUP	\$	1,260.35
PEAK PERFORMERS INC	\$	1,251.60
SEMCO ENERGY GAS COMPANY	\$	1,246.51
LIFE THERAPEUTIC SOLUTIONS INC	\$	1,213.80
OTTAWA COUNTY CENTRAL DISPATCH	\$	1,205.11
ART BY ANDREA RICH	\$	1,200.00
HEWLETT-PACKARD COMPANY	\$	1,189.83
JPR MARINE LLC	\$	1,180.54
RANDY SCHOLMA BUILDER	\$	1,147.75
HOPE NETWORK WEST MICHIGAN	\$	1,136.96
EDWARD C SWART	\$	1,132.00
ALLENDALE TOWING	\$	1,131.00
CHARM-TEX INC	\$	1,121.68
AMY HAMMAN	\$	1,110.00
JOSEPH KOZAKIEWICZ	\$	1,100.00
WN LAW PLLC	\$	1,100.00
LAW OFFICE OF MARY K GOLDEN	\$	1,098.25
WISEMAN ENTERPRISES INC	\$	1,095.65
YOUNG MENS CHRISTIAN ASSOCIATION	\$	1,075.00

AMS INC	\$	1,063.30
WEST SHORE COUNSELING SERVICES LLC	\$	1,037.50
HUDSONVILLE TOWING	\$	1,028.00
ZEELAND CHARTER TOWNSHIP	\$	1,001.51
VREDEVELD HAEFNER LLC	\$	1,000.00
VOICES FOR HEALTH INC	\$	975.10
ZEELAND RECORD COMPANY INC	\$	960.30
SPRING LAKE BOARD OF EDUCATION	\$	960.00
GENEVA CAMP & RETREAT CENTER	\$	950.00
DITTO TRANSCRIPTS	\$	944.84
PARK TOWNSHIP	\$	941.75
MI REAL ESTATE MANAGEMENT LLC	\$	925.00
HD RECOVERY LLC	\$	901.00
NORTHGATE APPLIANCE LLC	\$	894.00
HOSPITAL NETWORK HEALTHCARE SERVICES LLC	\$	880.00
CAMP FIRE RIVER BEND INC	\$	850.00
J BROWN CONSULTANT	\$	850.00
GENOA HEALTHCARE LLC	\$	845.36
MED-1 HOLLAND LLC	\$	844.50
LIFE EMS INC	\$	837.09
KERKSTRA PORTABLE RESTROOMS INC	\$	810.00
MACATAWA PLUMBING INC	\$	799.65
RITE WAY PLUMBING & HEATING INC	\$	797.20
ANSWER UNITED	\$	795.68
ROMEYN'S SERVICE INC	\$	792.00
DEFENSE TECHNOLOGY LLC	\$	789.84
DANIEL NATHEN MARTINDALE	\$	784.88
LKM TOWING LLC	\$	772.00
FOUR POINTES	\$	750.00
GEORGETOWN SENIORS	\$	750.00
EVERGREEN COMMONS	\$	750.00
FIDELITY LANGUAGE RESOURCES LLC	\$	744.18
PREST & ASSOCIATES LLC	\$	734.00
JUSTICE WORKS LLC	\$	725.00
PODS ENTERPRISES LLC	\$	696.00
CORE TECHNOLOGY CORPORATION	\$	691.00
IDENTISYS INC	\$	690.00
DTE ENERGY COMPANY	\$	686.79
LAWRENCE TOWING LLC	\$	679.00
DOORDASH INC	\$	661.00
ZOOM VIDEO COMMUNICATIONS INC	\$	639.68
SUSAN JONAS	\$	639.30
ARBOR SOLUTIONS INC	\$	625.00
CITY OF FERRYSBURG	\$	616.91
OTTAWA COUNTY SHERIFF COMMAND OFFICERS ASSOCIATION	\$	595.00
GRACE ADVENTURES	\$	595.00
PHOENIX REFRIGERATION	\$	547.80

TIMOTHY A SLAIS ATTORNEY AT LAW PLLC	\$	542.86
HEMOCUE INC	\$	528.95
RUSS MENCL	\$	525.00
WEST MICHIGAN TOWING	\$	525.00
GREATER OTTAWA COUNTY UNITED WAY INC	\$	525.00
MICHIGAN GAS UTILITIES CORPORATION	\$	520.93
VARNUM LLP	\$	510.00
CASCADE APARTMENTS	\$	507.00
PURCHASE POWER	\$	503.97
HORIA NEAGOS ESQ	\$	500.00
AQUATIC DOCTORS LAKE MGT	\$	500.00
ASSOCIATED LANGUAGE CONSULTANTS	\$	495.00
OTTAWA COUNTY BAR ASSOCIATION	\$	495.00
GRIFFIN PEST SOLUTIONS	\$	492.00
VILLAGE OF SPRING LAKE	\$	491.67
ADECCO EMPLOYMENT SERVICES,ADECCO	\$	480.39
TALLMADGE CHARTER TOWNSHIP	\$	447.97
DEX YP	\$	447.48
PLUMMER'S DISPOSAL SERVICE INC	\$	440.00
O BRIEN AND BAILS	\$	435.00
MICHIGAN ELECTRONIC COURT REPORTERS ASSN	\$	435.00
FERRETTY	\$	432.00
GFL ENVIRONMENTAL SERVICES USA INC	\$	431.82
DEAF AND HARD OF HEARING SERVICES	\$	408.00
DAVID PARNIN	\$	407.00
COMCAST SPOTLIGHT LP	\$	400.70
WEST MICHIGAN CRIMINAL JUSTICE TRAINING	\$	400.00
PLANET DDS LLC	\$	374.93
ACTION CHEMICAL INC	\$	372.82
RIVERSIDE INTEGRATED SYSTEMS INC	\$	360.00
MIEL & CARR PLC...	\$	360.00
AED PROFESSIONALS	\$	340.00
HENRY SCHEIN INC	\$	329.55
CONTROLNET LLC	\$	328.00
TRAFFIC & SAFETY CONTROL SYSTEMS INC	\$	320.00
PREIN & NEWHOF	\$	315.00
THE LIGHT BULB CO	\$	312.00
STAPLES CREDIT PLAN	\$	306.16
GUARDIAN ALLIANCE TECHNOLOGIES INC	\$	306.00
BARBARA FOLEY	\$	300.20
LATITUDE SUBROGATION SERVICES	\$	300.00
JACO CIVIL PROCESS INC	\$	290.24
MLIVE MEDIA GROUP	\$	287.82
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	\$	281.60
ROBERT VANDERZWAAG	\$	274.59
LANGUAGELINE SOLUTIONS	\$	263.80
EMC INSURANCE CO	\$	250.00

SHAWN HILLMAN	\$	250.00
PLANET FITNESS	\$	249.42
HOLLAND DROP IN CENTER	\$	241.82
BOBELDYK & ASSOCIATES INC	\$	230.36
LINDE GAS & EQUIPMENT INC	\$	230.09
FALCON WOODS	\$	222.00
UNIVERSITY TRANSLATORS SERVICES LLC	\$	220.00
PLANTENGA'S CLEANERS	\$	216.07
COUNTY OF OTTAWA	\$	215.71
MARYANN DUNN	\$	210.00
THOMAS SALTSMAN	\$	210.00
NANCY SACKRISON	\$	210.00
INFINITY BLLING ENTERPRISES LLC	\$	206.74
LAWSON PRODUCTS INC	\$	205.51
MICRGRAPHICS PRINTING INC	\$	201.00
LAKESIDE TOWING & RECOVERY LLC	\$	200.00
GRAND HAVEN TRIBUNE	\$	197.38
AMY PETERSON	\$	195.00
CALDER CITY TAXI COMPANY	\$	191.00
DIANN S LEMMEN	\$	186.00
CUNNINGHAM DALMAN PC	\$	180.00
OTTAWA CO FOC EMPLOYEES ASSOC	\$	160.00
LIGHTHOUSE ACADEMY	\$	150.35
STATE FARM INSURANCE	\$	150.00
KRISTAN A NEWHOUSE	\$	150.00
OTTAWA COUNTY EMPLOYEES ASSOCIATION	\$	150.00
LAW OFFICE OF STEPHANIE CARDENAS	\$	150.00
OTTAWA COUNTY JUVENILE COURT EMPLOYEE	\$	145.00
GRAINGER	\$	143.42
CINTAS CORPORATION NO. 2	\$	134.12
TRI CITY BACKHOE	\$	124.00
INTERCARE COMMUNITY HEALTH	\$	120.30
GABRIELA CROESE	\$	120.00
CULLIGAN	\$	119.90
PRO CARE UNLIMITED INC	\$	117.47
TOTAL ACCESS GROUP	\$	116.20
STAPLES CONTRACT & COMMERCIAL LLC	\$	114.12
CONTRACT PHARMACY SERVICES	\$	111.52
JENISON HIGH SCHOOL	\$	100.00
MICHIGAN ASSOCIATION OF COUNTY CLERKS	\$	100.00
ACENTEK	\$	93.96
CONNI S SCHAFTENAAR	\$	90.00
LAW OFFICE OF KENNETH A PUZYCKI PLLC	\$	90.00
YACHT BASIN MARINA	\$	89.02
WITNESSES	\$	82.97
ALLEGAN COUNTY DRAIN COMMISSIONER	\$	82.20
SANDRA METCALF	\$	66.20

TERRY D BLANCHARD	\$	62.86
WEST MICHIGAN UNIFORM INC	\$	60.00
SPRING LAKE TOWNSHIP	\$	56.66
MED-1 LEONARD LLC	\$	55.00
AIRGAS USA LLC	\$	54.96
RONALD FRANTZ	\$	50.48
WRIGHT TOWNSHIP	\$	43.33
GARY A ROSEMA	\$	40.00
FRUITPORT PUBLIC SCHOOLS	\$	38.07
ISOLVED BENEFIT SERVICES	\$	30.33
CRIMINAL DEFENSE ATTORNEYS OF MICHIGAN	\$	30.00
SIGNS NOW HOLLAND	\$	29.28
BLENDON TOWNSHIP	\$	28.33
BAY POINTE APARTMENTS	\$	25.00
CROCKERY TOWNSHIP	\$	14.32
PORT SHELDON TOWNSHIP	\$	13.33
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT	\$	10.56
JANUS RX	\$	8.98
GRAND HAVEN AREA PUBLIC SCHOOL	\$	4.43
Grand Total	\$	12,574,881.34

***Appendix A: JP Morgan
Purchasing Card Transactions: June**

VENDOR:	AMOUNT:
AMAZON.COM	\$ 14,752.34
MARRIOTT INTL	\$ 9,545.84
D AND S NORTH LLC	\$ 5,871.20
CDW GOVERNMENT INC	\$ 3,535.57
ODP BUSINESS SOLUTIO	\$ 3,434.33
INTUIT INC	\$ 3,088.00
SQ	\$ 2,780.03
D BAKER & SON LUMBER	\$ 2,715.00
DELL COMPUTER CORP	\$ 2,323.09
FAIRFIELD INN	\$ 2,162.53
EL VOCERO HISPANO	\$ 2,000.00
PAYPAL	\$ 1,937.12
LOWE'S HOME CENTERS	\$ 1,859.29
GREANLEAF HOSPITALIT	\$ 1,852.50
PALACIO DEL RIO INC	\$ 1,787.34
FARMERS CO-OP ELEVAT	\$ 1,751.41
THE WEBSTaurant STOR	\$ 1,738.78
BOB BARKER COMPANY	\$ 1,632.19
ZEFFY-LAKESHOREETHNC	\$ 1,620.00
CRYSTAL ENTERPRISES	\$ 1,594.14
GEMMENS INC	\$ 1,586.35
CRASH DATA GROUP INC	\$ 1,500.00
UNITED AIRLINES	\$ 1,466.10
HAWKS CAY RESERVATIO	\$ 1,400.65
PWD SYSTEMS LLC	\$ 1,399.00
B & H FOTO & ELECTRO	\$ 1,375.17
TOMMY'S EXPRESS LLC	\$ 1,336.00
WOODLAND COMMERCIAL	\$ 1,332.85
GENOA HEALTHCARE LLC	\$ 1,260.15
WALMART STORES INC	\$ 1,229.39
BEST BARK & STONE LL	\$ 1,160.00
4IMPRINT INC	\$ 1,125.60
NATIONAL JUDICIAL CO	\$ 1,099.00
WPY*2013 NATIONAL WO	\$ 1,077.00
VITALITY MEDICAL INC	\$ 1,049.93
OMNI HOTELS	\$ 1,046.57
COMMUNITY PRODUCTS	\$ 1,041.00
FORESTRY SUPPLIERS	\$ 1,029.29
FACEBOOK	\$ 982.74
WALMART.COM	\$ 975.00

VENDOR:	AMOUNT:
MEIJER	\$ 971.95
EB *TEDXMACATAWA 201	\$ 953.45
BUILDASIGN.COM	\$ 925.76
SHERATON	\$ 894.76
AUTOGRAPH	\$ 794.76
MICHIGAN COUNCOO OF	\$ 775.00
TRGO INC	\$ 700.02
GOANIMATE.COM	\$ 649.00
THE HOME DEPOT	\$ 632.07
EBAY INC.	\$ 625.00
GOV N SONS SUBWAY IN	\$ 612.00
SP * UBIQUITI INC.	\$ 602.00
TONERBUZZ.COM	\$ 594.00
PTI-EMDR* #69020	\$ 574.00
PTI-EMDR* #69186	\$ 574.00
PTI-EMDR* #68964	\$ 574.00
PTI-EMDR* #68980	\$ 574.00
WOLTERS KLUWER HEALT	\$ 565.20
STRAIGHTTALK*AIRTIME	\$ 561.59
MB CITIZENS	\$ 545.34
VRBO FEE	\$ 533.00
CXTEC	\$ 528.73
THE MANDT SYSTEM INC	\$ 525.00
GRAPHIX SIGNS & EMBR	\$ 499.27
IPRINT TECHNOLOGIES	\$ 497.70
MENARD INC	\$ 482.88
VEC 12TH FLOOR ARC	\$ 472.30
MICHIGAN, STATE OF	\$ 470.00
MANSON WESTERN CORP	\$ 462.00
JUMERS HOTEL	\$ 445.48
GREYHOUND	\$ 426.90
NICP INC.	\$ 425.00
SHORELINE SPRINKLING	\$ 424.00
LAKE MICHIGAN ANIMAL	\$ 400.00
GOVERNMENTJOBS.COM	\$ 398.00
HOOTSUITE ACADEMY	\$ 398.00
RIVERS WEST APPAREL	\$ 396.95
COSTAR REALTY INFORM	\$ 395.00
GFS MKTPLC	\$ 379.85
TOWNSEND HOTEL	\$ 357.41
VISTAPRINT	\$ 322.32
JERSEY MIKES ONLINE	\$ 313.64
ZORO TOOLS INC	\$ 310.74
MICHIGAN ASSOCIATION	\$ 310.00
SPECTRUM HEALTH	\$ 308.98

VENDOR:	AMOUNT:
KUSTOM SIGNALS INC	\$ 302.60
ADOBE SYSTEMS INC.	\$ 300.15
REALTOR ASSOCIATION/	\$ 295.26
GRAND RAPIDS CITY OF	\$ 295.00
BOYNE USA INC	\$ 291.84
HOME CITY ICE	\$ 290.38
INDUSTRIAL* STORES 3	\$ 282.41
FTP TODAY	\$ 275.00
GOTPRINT.COM	\$ 266.53
JERSEY MIKES 31038	\$ 259.80
DRAEGER MEDICAL INC	\$ 249.75
EDUCATION TRAINING A	\$ 249.40
FISH WINDOW CLEANING	\$ 248.00
GERALD R FORD INTNL	\$ 236.00
SHERWIN-WILLIAMS CO	\$ 230.15
GROUPS.IO	\$ 220.00
CORRECTIONAL COUNSEL	\$ 219.59
SUPPLYHOUSE.COM	\$ 208.75
APHA EDONOREDUESEPUB	\$ 200.00
PITNEY BOWES INC	\$ 199.18
THE FLAG GUYS	\$ 187.95
HOLIDAY INNS	\$ 181.20
DOMINO'S 1253	\$ 180.97
QUALITY INNS	\$ 180.20
ENGINEERING SUPPLY	\$ 177.53
ONE BEAT CPR LEARNIN	\$ 173.00
DICK'S SPORTING GOOD	\$ 169.94
ALLENDALE TRUE VALU	\$ 165.63
MARRIOTT	\$ 164.00
BLUE 360 MEDIA	\$ 159.12
UBER TECHNOLOGIES IN	\$ 158.91
TRACTOR SUPPLY	\$ 156.15
VANWIENEN HARDWARE I	\$ 155.43
BP INVESTORS LLC	\$ 154.79
INTEC LORE PRODUCTS	\$ 152.32
DOUBLETREE	\$ 151.51
REI*LNRIK DATA EOM	\$ 150.00
THINKIFIC.COM	\$ 149.00
FAMILY FARE	\$ 147.54
FAMILY FARM AND HOME	\$ 144.94
TRAVRES*HOTEL RESERV	\$ 144.91
FORENSIC FLUIDS LABO	\$ 144.00
TECHSMITH CORPORATIO	\$ 141.80
BARRETT BOATWORKS IN	\$ 136.83
EXTENDED STAY	\$ 132.59

VENDOR:	AMOUNT:
CHARTER COMMUNICATIO	\$ 129.73
IN-SITU	\$ 126.99
CLB*MI GMIS	\$ 125.00
GRAINGER INC	\$ 124.61
WONDERLAND TIRE CO	\$ 122.16
NEWSPAPER SERVICES 2	\$ 119.88
GENUINE PARTS COMPAN	\$ 117.41
HILTON	\$ 114.45
HOLLAND PROPELLER	\$ 110.50
FRESH BABY LLC	\$ 105.94
TREETOPS ACQUISITION	\$ 104.25
FREEWHEELER BIKE SHO	\$ 102.00
USGOVT PRINT OFC 32	\$ 100.00
FACEBK *LJEDBE582	\$ 97.85
BEDFELLOWS INC	\$ 96.00
BESTBUY.COM	\$ 94.99
ZEELAND HARDWARE ETC	\$ 94.69
HOLST ENTERPRISES IN	\$ 94.00
CONTINUING EDUCATION	\$ 93.00
RAY ALLEN MANUFACTUR	\$ 92.48
NCHEC INC	\$ 91.00
SJS PARTNERSHIP	\$ 86.95
VELO CITY CYCLES	\$ 83.00
STAPLES INC	\$ 81.13
VOSS LIGHTING	\$ 81.00
TOUCH OF CLASS AUTO	\$ 79.80
CANVA* 02514-0542599	\$ 79.00
WEST MICHIGAN POSTAL	\$ 77.30
CHOW HOUND #9	\$ 75.99
AUTUMN RIDGE STONE &	\$ 74.97
TSI*SERVICE	\$ 74.96
TAXI SVC CHICAGO	\$ 73.86
MEDIC FIRST AID INTL	\$ 72.50
TARGET	\$ 68.50
ACTION INDUSTRIAL SU	\$ 64.31
AMWAY GRAND PLAZA HO	\$ 64.00
DNH*GODADDY.COM	\$ 62.32
CSTE	\$ 60.00
VOLGISTICS INC	\$ 58.00
WEST MICHIGAN DOCU	\$ 56.00
COUNTRYSIDE GREENHOU	\$ 55.95
PARKING EP/PS	\$ 54.00
SPRING BROOK IRRIGAT	\$ 53.20
GRAND HAVEN PRIDE	\$ 51.50
MANCINO'S OF GRAND H	\$ 50.19

VENDOR:	AMOUNT:
MICHIGAN EMERGENCY M	\$ 50.00
AUTOZONE	\$ 49.99
ORCHARD MARKETS	\$ 46.15
WALGREENS #3349	\$ 44.40
1000BULBS.COM	\$ 42.03
LITTLE CAESARS 3704-	\$ 40.74
WWW.IAMACADEMYMI.ORG	\$ 40.00
MICHAELS	\$ 39.96
INTEGRITY BUSINESS	\$ 39.57
CULLIGAN	\$ 39.20
VEED.IO PRO	\$ 38.00
RYCENGA BUILDING	\$ 34.92
BEN'S RUBBER STAMPS	\$ 32.50
KENDALL ELECTRIC	\$ 30.87
CLASH GRAPHICS	\$ 29.99
FIVE BELOW 589	\$ 29.00
SCHNEIDER TIRE OUTLE	\$ 25.75
ELLIS PARKING	\$ 24.00
SPRING LAKE ACE HARD	\$ 23.88
TST* SPORTSMAN RESTA	\$ 22.00
PIRATE SHIP POSTAGE	\$ 22.00
QUALITY CAR WASH	\$ 21.00
CHAMBER OF COMMERCE	\$ 20.00
OTTAWA CONSERVATION	\$ 20.00
NPO* OUT ON THE LAKE	\$ 20.00
HARDING'S MARKET #42	\$ 19.96
DOLRTREE	\$ 17.95
2COCOM*MALWAREBYTES	\$ 16.95
ZOOM VIDEO COMMUNICA	\$ 15.99
OHIO TURNPIKE	\$ 15.75
STEWARDSHIP NETWORK	\$ 14.40
MARATHON PETROLEUM C	\$ 12.00
CHICK-FIL-A #03769	\$ 11.54
GORDON WATER SYSTEMS	\$ 10.79
LYNDEN SPORTS CENTER	\$ 10.75
SOUTHTOWN MARKET	\$ 10.00
NPDB NPDB-HIPDB.HRSA	\$ 10.00
MCDONALD'S F10055	\$ 9.19
LIBIB.COM	\$ 9.00
GANNETT NEWSRPRR CN	\$ 8.99
HARBOR FREIGHT TOOLS	\$ 6.99
THRIFT BOOKS GLOBAL	\$ 6.18
MUSKEGON COUNTY	\$ 6.00
REGENTS OF THE UNIVE	\$ 6.00
FARM & FLEET HOLLAND	\$ 4.99

VENDOR:	AMOUNT:
SIGNS NOW HOLLAND	\$ 4.34
ADVANCE STORES COMPA	\$ 2.09
58TH DISTRICT COURT	\$ (23.00)
NOR*NORTHERN TOOL	\$ (27.54)
Grand Total	\$ 130,614.21

Action Request

Electronic Submission – Contract # 1982



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/8/2023

Vendor/3rd Party: BLENDON TOWNSHIP

Requesting Department: EQUALIZATION

Submitted By: BRIAN BUSSCHER

Agenda Item: CONTRACT TO PROVIDE ASSESSING SERVICES

Suggested Motion:

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

Summary of Request:

Ottawa County has provided Blendon Township with assessing services since 2018 and the current contract will expire in September of 2023. As both parties expressed a desire to continue this partnership, this contract is for providing assessing services for a term expiring in June of 2025.

Financial Information:

Total Cost: \$166,350.00

General Fund Cost: \$166,350.00

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:

7/20/2023 4:16:50 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/1/2023

**AGREEMENT FOR PROPERTY ASSESSMENT
ADMINISTRATION SERVICES**

This Agreement is made as of October 1, 2023, by by Blendon Township, a Michigan municipal corporation, 7161 72nd Ave., Hudsonville, MI 49426 ("Township") and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 ("Ottawa County"):

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

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

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

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

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

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

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

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

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

2. **Payment for Services Provided:**

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

October 1, 2023 through June 30, 2024 (9 months):	\$69,750
July 1, 2024 through June 30, 2025 (12 months):	\$96,600

Total \$166,350

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>	<u>Amount:</u>
Months 1 through 9 (Oct 2023 - June 2024)	\$7,750
Months 10 through 21 (July 2024 - June 2025)	\$8,050

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

7. **Term of Agreement:** The effective date of this Agreement shall be October 1, 2023. This Agreement shall continue in effect from the effective date through June 30, 2025. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later than May 1, 2025. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being June 30 of each year. Termination of this agreement in a method or timeline other than written agreement of both parties.

8. **Miscellaneous:**

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

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

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

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

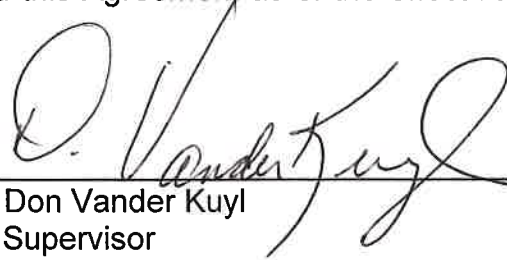
E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

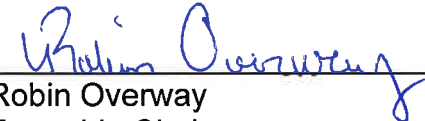
F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as

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

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

BLENDON TOWNSHIP:

By: 
Don Vander Kuyl
Its: Supervisor

By: 
Robin Overway
Its: Township Clerk

COUNTY OF OTTAWA:

By: _____
Joe Moss, Chairperson
Its: Board of Commissioners

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

Action Request

Electronic Submission – Contract # 1964



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/8/2023

Vendor/3rd Party: REPUBLIC SERVICES

Requesting Department: FISCAL SERVICES

Submitted By: STEVEN HOLDEN

Agenda Item: WASTE REMOVAL & RECYCLING SERVICES CONTRACT

Suggested Motion:

Approve and endorse the contract for waste removal and recycling services.

Summary of Request:

This contract will form an agreement with Republic Services to provide County of Ottawa, both Facilities and Parks and Recreation, waste removal and recycling services for three (3) years with the option to renew for two (2) 12-month terms if in the best interest of both parties. Republic Services is the current vendor providing services. They were recommended for award through a competitive solicitation process. The contract will reduce the current costs of these services and includes defined increases to the rates on a yearly period based on Consumer Price Index as defined by the US Bureau of Labor Statistics.

Financial Information:

Total Cost: \$200,000.00

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: New Activity

Action is Related to Strategic Plan:

Administration:

Recommended by County Administrator:

6/27/2023 3:55:39 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/1/2023



Ottawa County

**OTTAWA COUNTY
CONTRACT FOR WASTE REMOVAL AND RECYCLING SERVICES**

This CONTRACT is made and hereby effective on the 1 day of July 2023 by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Republic Services (hereinafter, "Contractor"), with a principal place of business at 2471 Wilshere Dr, Jenison, MI 49428.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30.
3. **Contract Documents:** The following documents are the entire Contract between the Contractor and the County. The Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full:
 - a) This Contract (including attached exhibits)
 - b) All Provisions required by law to be inserted in this contract whether actually inserted or not.
4. **Performance**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
5. **Terms of Contract:** The Contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover three (3) year period with two (2) 12-month renewals, if in the best interest of both parties.

This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

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

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

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

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

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

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

15. **Jurisdiction and Venue:** The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
16. **Liability and Insurance:** Contractor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. Contractor shall provide proof of the following coverages: Workers' Compensation, employer's liability, comprehensive general liability and if applicable, automobile and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the vendor and County and their employees, agents, representatives, invitees and subcontractors against claims arising out of the work performed or products provided.
17. **Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
19. **Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.

20. **Governmental Immunity:** The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
21. **Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
22. **Absence of Waiver:** The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
23. **Notices:**
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Republic Services
Attn: Joseph Wilbur
2471 Wilshere Dr
Jenison, MI 49428
Email: Jwilbur@republicservices.com

If to Ottawa County: Ottawa County Facilities Maintenance
12220 Fillmore St.
West Olive, MI 49460
Email: aritter@miottawa.org

Ottawa County Parks and Recreation Commission
12220 Fillmore St.
West Olive, MI 49460
Email: breichel@miottawa.org

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

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

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

By: _____
Justin F. Roebuck,
County Clerk/Register

Date

REPUBLIC SERVICES

By: _____
Joseph Wilbur

6-9-23

Date



Ottawa County

Exhibit A

RFP 23-27 Waste Removal & Recycling Services

ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

an individual, a corporation (please mark appropriate box), duly organized under the laws of the State of Michiagn.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within the Master Services Agreement. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be



Ottawa County

RFP 23-27 Waste Removal & Recycling Services

requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: Republic Services

Contact Name and Title: Joe Wilbur Account Manager

Mailing Address: 2471 Wilshere Dr

City, State and Zip Code: Jenison MI 49428

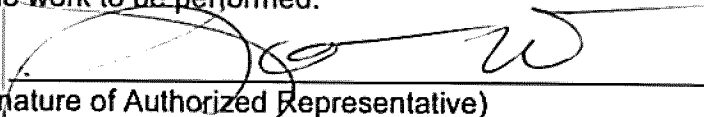
Phone Number: 6162549903 Fax Number: _____

Email Address: Jwilbur@republicservices.com

Website: Republicservices.com

Federal Employer Identification Number: 36-2750252

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: 
(Signature of Authorized Representative)

04/01/23
Date

Joe Wilbur
(Printed Name and Title of Authorized Representative)



Ottawa County

RFP 23-27 Waste Removal & Recycling Services

ATTACHMENT B – VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name	Herman Miller	Contact Person	Jodi Potgeter
Contact Number	616-654-3000	Contact Email	JODI_POTGETER@HERMANMILLER.COM
Project Description	Serviceing all plants hauling needs.		

Reference 2			
Customer Name	City of Holland	Contact Person	Dan Broersma
Contact Number	616-355-1364	Contact Email	d.broersma@cityofholland.com
Project Description	Services the city in a whole, all residential commercial and industrial needs.		

Reference 3			
Customer Name	City of Grand Haven	Contact Person	LINDA BROWANN
Contact Number	616-847-3492	Contact Email	
Project Description	Services the city in a whole, all residential commercial and industrial needs.		



ATTACHMENT C - PROPOSAL PRICING AND QUESTIONNAIRE

To be submitted as a stand-alone document, the proposal response should be clear and concise narrative, providing detailed information and responses to all questions listed below.

1. How many years has the company been providing the requested services? Please describe your experience. Provide any information on your experience in working with local government facilities where the contractor's principal role is that of pick-up, transport and recycling/disposal.

Republic Services have been providing recycling and waste removal for over 45 years. We service all sides of waste removal residential, commercial and industrial. We also continue to provide each customer a local rep to manage any questions or concerns.

2. How many employees does the company employ? Full-time employees / Part-time employees.

We have over 150 full time employees at the local business unit.

3. Describe the resources the company is capable of bringing to the County. Include specific information on types of collection containers (lockable options), specialized resources, revenue sharing from materials collected, available employee / staff training and any other available resources that are pertinent to the work required.

We have Front Load, Roll off Open & closed, for all materials
There is not a Rebate for commingled recycling
We provide weekly safety training for drivers. Most have been
with Republic 15+ years with outstanding records safety will always
be #1 priority.



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

4. Work Proposal – Provide an explanation on how the work defined in project specifications will be accomplished, including any subcontracted tasks. Provide also answers to questions listed.
- a. Will recyclables be collected as a single stream or will separation be required?
Ottawa County preference would be single stream collection.
 - b. List method of recycling each material collected including but not limited to:
 - i. Paper Frontload, Roll OFF, Cart
 - ii. Cardboard Frontload, Roll OFF
 - iii. Plastic Roll OFF, Cart
 - iv. Metal Roll OFF, Cart
 - v. Glass Roll OFF, Cart
 - vi. Any additional accepted materials We will find solutions for all you need
 - c. List method for dealing with trash or other contamination that may ultimately be collected inside the recycling containers. We will notify you if its noticed
 - d. Provide information on response time to County requested special pick-ups
24 hr turnaround time
 - e. Provide information on response irregularities in waste generation (items not part of typical waste stream). HAZARDOUS, MEDICAL, YARD WASTE, MOTOR OIL, SEWAGE
 - f. Provide information on the method used when emptying or switching out containers (both waste and recycling) when full. You can notify me if full and we put in a switch out for next day
Asbestos
 - g. Will transport equipment be available to handle the County owned recycling bins?

We can provide that.



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

5. Ottawa County is committed to achieving cost and energy savings as part of this contract. For example, a reduction in the frequency of pick-ups would reduce diesel fuel consumption, greenhouse emissions and save transportation costs. Please provide information or suggestions on transportation efficiencies. Does your company offer any value-added components that could help Ottawa County achieve lower disposal costs?

-We continue to review container utilization, to ensure the equipment is being used to the most of its ability and will notify customers if we notice an increase or decrease in service would be beneficial to the customer and better fit their needs.

6. Environmental Compliance History – Provide environmental compliance history for your company and facilities. At minimum, this should include any notices of violations from transfer stations and recycling facilities. For facilities with past violations, please explain what changes have been made to address the violations and what the current status is with the regulating agency.

-The local business unit has not had any environmental issues as a national company doing things the right way safety has always been our stance and we continue to operate that way.

7. Other Information – Include any other information that would be helpful to the County.

-We have serviced Ottawa County for many years and have molded our drivers and ser



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

The undersigned hereby agrees to perform all work in accordance with the specifications, terms, and conditions of the County Request for Proposal RFP 23-27 Waste Removal and Recycling Services for the costs as described below. The below should not limit proposal pricing. Although we encourage proposals to use Attachment C for pricing, this should not limit a proposal's pricing.

OTTAWA COUNTY BUILDINGS MANAGED BY FACILITIES MAINTENANCE

Service Schedule Key: Schedule "A" - Once a Week
 Schedule "B" - Twice a Week
 Schedule "C" - Three times a Week
 Schedule "D" - Twice a Month / Every two weeks
 Schedule "E" - Once a Month / Every four weeks

Site Name	Address	Type	Qty	Size	Schedule	Service Day(s)	Rate (monthly or per lift)
Services Complex	12210 Fillmore St. West Olive, MI 49460	Trash	3	6 yd	B	Tues, Fri	\$368/month
Services Complex	12210 Fillmore St. West Olive, MI 49460	Trash	1	8 yd	B	Tues, Fri	\$163/month
Services Complex	12210 Fillmore St. West Olive, MI 49460	Recycle	1	8 yd	B	Tues, Fri	\$245/month
Mental Health	12263 James St. Holland, MI 49424	Trash	1	6 yd	D	Tues	\$30/month
Mental Health	12263 James St. Holland, MI 49424	Recycle	1	8 yd	D	Weds	\$41/month
Public Health	12251 James St. Holland, MI 49424	Trash	1	8 yd	D	Tues	\$41/month
Human Services	12265 James St. Holland, MI 49424	Trash	1	6 yd	A	Tues	\$60/month
Human Services	12265 James St. Holland, MI 49424	Recycle	1	8 yd	D	Mon	\$41/month
58th District Court	57 W. 8th Street Holland, MI 49423	Trash	1	2 yd	B	Tues, Fri	\$41/month
58th District Court	57 W. 8th Street Holland, MI 49423	Recycle	2	2 yd	B	Mon, Weds	\$82/month
Human Services	3100 Port Sheldon Hudsonville, MI 49426	Trash	1	4 yd	D	Weds	\$31/month
Human Services	3100 Port Sheldon Hudsonville, MI 49426	Recycle	1	4 yd	E	Weds	\$20/month
Grand Haven Court House	414 Washington Grand Haven, MI 49417	Trash	1	6 yd	A	Mon, Thurs	\$61/month
Grand Haven Court House	414 Washington Grand Haven, MI 49417	Recycle	1	6 yd	D	Weds	\$31/month
Human Services	1111 Fulton Grand Haven, MI 49417	Trash	1	6 yd	D	Thurs	\$31/month
Family Ind Agency	12185 James St Holland, MI 49424	Trash	1	6 yd	A	Tues	\$61/month
Family Ind Agency	12185 James St Holland, MI 49424	Recycle	1	6 yd	D	Mon	\$31/month
MONTHLY TOTAL							\$1378/month



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

OTTAWA COUNTY BUILDINGS MANAGED BY PARKS AND RECREATION

Service Schedule Key: Schedule "A" – Year-Round: Once a Week
 Schedule "B" – September-May: On-Call, May-September: Once a Week
 Schedule "C" – September-May: On-Call, May-September: Twice a Week
 Schedule "D" – Seasonal (December-March): Once a Week
 *On-Call – Rate to be size per lift
 **On-Call – Drop in Spring, Remove in Fall

Site Name	Address	Type	Qty	Size	Schedule	Service Day(s)	Rate (monthly or per lift)
Spring Grove Park	1800 Greenly St. Grandville, MI 49418	Trash	1	8 yd	B	Fri	\$28/lift
Tunnel Park	66 Lakeshore Dr. N Holland, MI 49424	Trash	2	6 yd	C	Mon, Fri	\$23/lift
Tunnel Park	66 Lakeshore Dr. N Holland, MI 49424	Recycle	1	4 yd	B	Tues	\$23/lift
Hager Park	8134 – 28th Ave Jenison, MI 49428	Trash	2	8 yd	B	Weds	\$25/lift
Hager Park	8134 – 28th Ave Jenison, MI 49428	Recycle	1	4 yd	B	Tues	\$28/lift
Kirk Park	9791 Lakeshore Dr West Olive, MI 49460	Trash	1	8 yd	C	Mon, Fri	\$28/lift
North Beach Park	18775 North Shore Dr Ferrysburg, MI 49409	Trash	1	8 yd	B	Tues	\$25/lift
Grose Park	22200 – 24th Ave Casanovia, MI 49318	Trash	1	8 yd	B	Weds	\$18/lift
Park Operation Center	1677 Fillmore St West Olive, MI 49460	Trash	1	8 yd	A	Fri	\$25/lift
Park Operation Center	1677 Fillmore St West Olive, MI 49460	Recycle	1	4 yd	A	Tues	\$20/lift
Park Operation Center	1677 Fillmore St West Olive, MI 49460	Trash	1	30 yd	**On-Call	Rate (Fee and pull to 4 tons)	\$450/lift
Grand River Park	9473 – 28th Ave Jenison, MI 49428	Trash	1	6 yd	B	Weds	\$25/lift
Eastmanville Farm	7851 Leonard Rd Coopersville, MI 49404	Trash	1	8 yd	*On-Call		\$20/lift
Eastmanville Farm	7851 Leonard Rd Coopersville, MI 49404	Recycle	1	4 yd	*On-Call		\$20/lift
Connor Bayou Park	12945 North Cedar Dr Grand Haven, MI 49417	Trash	1	6 yd	B	TBD	\$20/lift
Riverside Park	10317 North Cedar Dr Grand Haven, MI 49417	Trash	1	6 yd	*On-Call		\$20/lift
Pigeon Creek Park	12524 Stanton Street West Olive, MI 49460	Trash	1	8 yd	B	TBD	\$20/lift
Pigeon Creek Park	12524 Stanton Street West Olive, MI 49460	Recycle	1	4 yd	*On-Call		\$20/lift
Pine Bend Park	15400 Polk Street West Olive, MI 49460	Trash	1	4 yd	B	TBD	\$20/lift



Ottawa County

RFP 23-27 Waste Hauling & Recycling Services

Grand Ravines North	9920 – 42 nd Ave Jenison, MI 49428	Trash	1	6 yd	B	TBD	\$20/lift
Grand Ravines North	9920 – 42 nd Ave Jenison, MI 49428	Recycle	1	4 yd	*On-Call		\$20/lift
Grand Ravines South	3991 Fillmore St Jenison, MI 49428	Trash	1	6 yd	*On-Call		\$20/lift
Paw Paw Park	1230 Paw Paw Drive Holland, MI 49424	Trash	1	8 yd	B	TBD	\$20/lift
Beach Marina	2330 Ottawa Beach Rd Holland, MI 49424	Trash	6	96 Gal	B	TBD	\$15/lift
Windsnest Park	7905 Margaret Ave West Olive, MI 49460	Trash	1	6 yd	B	TBD	\$20/lift
MONTHLY TOTAL							

Additional Pricing

Please provide all additional pricing. This may include, but not limited to, charges for delivery/pick-up of containers, options for multiple recycling stream containers, any and all fees that may apply as penalties of your organization's requirements or restrictions (exceeding weight, overflow of containers, incorrect material in containers, et.), etc.

- Delivery/Removal/Exchanges: \$55.00/Dumpster
- \$35.00 for extra yards
- \$229 for a contaminated load (example: cardboard recycling can with trash inside)

Pricing is firm for a 365-day period ("Pricing Period). The first period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period. Contractor has the option to keep year 2 & 3 open for consensual price increases for up to, not to exceed, consumer price index (based on US Bureau of Labor Statistics) + 2%. These terms will be assessed consensually on the anniversary date of the agreement for year 2 and year 3. Price increases will be reflected in an endorsed amendment to the contract.

Invoices will be billed separately to each department: Facilities Maintenance and Parks and Recreation Commission.

County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

Section 3: Scope of Services

The County of Ottawa, on behalf of Facilities Maintenance and Parks and Recreation, is requesting proposals from experienced and qualified vendors for to provide waste removal and recycling services to County of Ottawa properties.

A. General

Ottawa County currently uses a number of trash receptacles and recycling containers, of all sizes, at various Ottawa County facilities and parks. Specific sizes, locations, and service days are attached to *Attachment C – Proposal Pricing and Questionnaire*. Vendor is to supply all receptacles and recycling containers.

Proposals should list and define acceptable materials for recycling and procedures on how to collect said materials. Include a list of most common items that are NOT acceptable for recycling. Facilities Maintenance and Parks and Recreation departments would like to recycle the following materials: Carboard, paper products, plastics, glass, metals, etc.

B. Specifications

The awarded Contractor will place state and federally approved, covered containers in the quantities and locations indicated by *Attachment C – Proposal Pricing and Questionnaire Form*. If additional containers are needed at a later date, the awarded Contractor will provide them within the agreed upon timeframe and price.

The awarded Contractor is responsible for the care and maintenance of all containers. Any container that becomes unfit for storage or loses its protection against vermin, will be replaced or repaired at no cost to the County.

The awarded Contractor will be responsible for any damage to a building or other property caused by Contractor's employees while performing the services part of this RFP.

The Contractor will maintain a clean area around dumpsters. The Contractor must pick up and remove any debris created as a result of the collection service.

The Contractor will furnish and maintain all trucks, labor, tools, machines, material, and equipment necessary and required for the full, proper, and efficient conduct of the work. The equipment will be kept in good order and repair. Each vehicle shall have the name and phone number of the Contractor clearly visible on each side.

The Contractor will only invoice for services provided as outlined on *Attachment C – Proposal Pricing and Questionnaire Form*. The Contractor is advised to pay attention to stated schedule, service days, and seasonal locations when invoicing and billing.

C. Vendor Qualifications and Mandatory Requirements

The successful Vendor shall demonstrate they have the resources, schedule availability and capability to provide all labor, materials and equipment required for the complete execution of all work as indicated within the context of this proposal. Failure to meet the following minimum qualifications is ample cause for the bidder to be deemed non-responsible:

- Must have a minimum of five (5) years' experience providing recycling and waste removal services of similar volume and frequency.
- Bidder shall provide at least three (3) comparable references of which similar work has been performed. These references shall be from work performed of similar volume and frequency. Do not include Ottawa County as a reference.
- Bidders must be able to meet all insurance requirements in regards to Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.

The Contractor(s), and all employees and agents of the Contractor, shall fully comply with all County, State, and Federal laws and/or mandates applicable to the services to be furnished.

D. Pricing and Invoicing

Pricing is firm for a 365-day period ("Pricing Period). The first period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period. Contractor has the option to keep year 2 & 3 open for consensual Price increases for up to, not to exceed, consumer price index + 2%. These terms will be assessed consensually on the anniversary date of the agreement for year 2 and year 3. Price increases will be reflected in an endorsed amendment to the contract.

Invoices will be billed separately to each department: Facilities Maintenance and Parks and Recreation Commission.

County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTS DALE RD.
SCOTTS DALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): _____ **FAX (A/C No.Ext):** _____
E-MAIL ADDRESS: certifiicatatteam@ccmsi.com
INSURER(S) AFFORDING COVERAGE

INSURER A:	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: ACE Fire Underwriters Insurance Co.	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2160378** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000
							MED EXP (Any one person)
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ 15,000,000 PRODUCTS -COMP/OP AGG \$ 15,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE \$ 3,000,000
							E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 4489 - Named Insured Includes: Allied Waste Systems, Inc. - DbA: Allied Waste Services of Muskegon - Republic Services of Muskegon

CERTIFICATE HOLDER

 OTTAWA COUNTY HEALTH DEPARTMENT
 12251 JAMES STREET
 HOLLAND, MI 49424
 United States

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE




ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2160378

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



Ottawa County

Where You Belong®

Request for Proposal 23-27 Waste Removal & Recycling Services

The County of Ottawa, on behalf of Facilities Maintenance and Parks and Recreation, is requesting proposals from experienced and qualified vendors for to provide waste removal and recycling services to County of Ottawa properties.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Wednesday, March 22, 2023
Questions Deadline:	Thursday, March 30, 2023
Addendum Issuance:	Tuesday, April 4, 2023
RFP Deadline:	By 2:00 PM (ET) Thursday, April 13, 2023
Intent to Award (Estimated):	April 25, 2023
Contract Start (Estimated):	May 5, 2023

RFP Administrator: Steven Holden, Procurement Specialist, 616-994-4778,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Thursday, April 13, 2023**. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- Attachment A – Cover Sheet for Proposal
- Attachment B – Vendor References

- Attachment C – Proposal Pricing and Questionnaire

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: "RFP 23-27 Waste Removal & Recycling Services." The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 23-27 Waste Removal & Recycling Services – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Conference:

No pre-proposal conference scheduled.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2020 there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

Section 3: Scope of Services

The County of Ottawa, on behalf of Facilities Maintenance and Parks and Recreation, is requesting proposals from experienced and qualified vendors for to provide waste removal and recycling services to County of Ottawa properties.

A. General

Ottawa County currently uses a number of trash receptacles and recycling containers, of all sizes, at various Ottawa County facilities and parks. Specific sizes, locations, and service days are attached to *Attachment C – Proposal Pricing and Questionnaire*. Vendor is to supply all receptacles and recycling containers.

Proposals should list and define acceptable materials for recycling and procedures on how to collect said materials. Include a list of most common items that are NOT acceptable for recycling. Facilities Maintenance and Parks and Recreation departments would like to recycle the following materials: Carboard, paper products, plastics, glass, metals, etc.

B. Specifications

The awarded Contractor will place state and federally approved, covered containers in the quantities and locations indicated by *Attachment C – Proposal Pricing and Questionnaire Form*. If additional containers are needed at a later date, the awarded Contractor will provide them within the agreed upon timeframe and price.

The awarded Contractor is responsible for the care and maintenance of all containers. Any container that becomes unfit for storage or loses its protection against vermin, will be replaced or repaired at no cost to the County.

The awarded Contractor will be responsible for any damage to a building or other property caused by Contractor's employees while performing the services part of this RFP.

The Contractor will maintain a clean area around dumpsters. The Contractor must pick up and remove any debris created as a result of the collection service.

The Contractor will furnish and maintain all trucks, labor, tools, machines, material, and equipment necessary and required for the full, proper, and efficient conduct of the work. The equipment will be kept in good order and repair. Each vehicle shall have the name and phone number of the Contractor clearly visible on each side.

The Contractor will only invoice for services provided as outlined on *Attachment C – Proposal Pricing and Questionnaire Form*. The Contractor is advised to pay attention to stated schedule, service days, and seasonal locations when invoicing and billing.

C. Vendor Qualifications and Mandatory Requirements

The successful Vendor shall demonstrate they have the resources, schedule availability and capability to provide all labor, materials and equipment required for the complete execution of all work as indicated within the context of this proposal. Failure to meet the following minimum qualifications is ample cause for the bidder to be deemed non-responsible:

- Must have a minimum of five (5) years' experience providing recycling and waste removal services of similar volume and frequency.
- Bidder shall provide at least three (3) comparable references of which similar work has been performed. These references shall be from work performed of similar volume and frequency. Do not include Ottawa County as a reference.
- Bidders must be able to meet all insurance requirements in regards to Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.

The Contractor(s), and all employees and agents of the Contractor, shall fully comply with all County, State, and Federal laws and/or mandates applicable to the services to be furnished.

D. Pricing and Invoicing

Pricing is firm for a 365-day period ("Pricing Period). The first period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period. Contractor has the option to keep year 2 & 3 open for consensual Price increases for up to, not to exceed, consumer price index + 2%. These terms will be assessed consensually on the anniversary date of the agreement for year 2 and year 3. Price increases will be reflected in an endorsed amendment to the contract.

Invoices will be billed separately to each department: Facilities Maintenance and Parks and Recreation Commission.

County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Company Experience and Qualifications
- Vendor References
- Proposed Services
- Proposed Pricing

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover an initial period of three (3) years with two (2) 12-month renewals, if in the best interest of both parties.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply

with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afford to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex,

color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Insurance:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business."

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.



ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

an individual, a corporation (please mark appropriate box), duly organized under the laws of the State of Michiagn.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within the Master Services Agreement. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be



Ottawa County

RFP 23-27 Waste Removal & Recycling Services

requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: Republic Services

Contact Name and Title: Joe Wilbur Account Manager

Mailing Address: 2471 Wilshere Dr

City, State and Zip Code: Jenison MI 49428

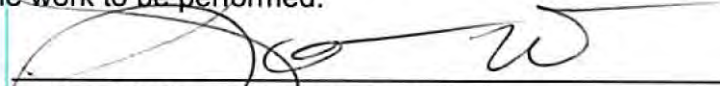
Phone Number: 6162549903 Fax Number: _____

Email Address: Jwilbur@republicservices.com

Website: Republicservices.com

Federal Employer Identification Number: 36-2750252

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: 
(Signature of Authorized Representative)

04/01/23

Date

Joe Wilbur

(Printed Name and Title of Authorized Representative)



ATTACHMENT B – VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name	Herman Miller	Contact Person	Jodi Potgeter
Contact Number	616-654-3000	Contact Email	JODI_POTGETER@HERMANMILLER.COM
Project Description	Serviceing all plants hauling needs.		

Reference 2			
Customer Name	City of Holland	Contact Person	Dan Broersma
Contact Number	616-355-1364	Contact Email	d.broersma@cityofholland.com
Project Description	Services the city in a whole, all residential commercial and industrial needs.		

Reference 3			
Customer Name	City of Grand Haven	Contact Person	LINDA BROWANN
Contact Number	616-847-3492	Contact Email	
Project Description	Services the city in a whole, all residential commercial and industrial needs.		



ATTACHMENT C - PROPOSAL PRICING AND QUESTIONNAIRE

To be submitted as a stand-alone document, the proposal response should be clear and concise narrative, providing detailed information and responses to all questions listed below.

1. How many years has the company been providing the requested services? Please describe your experience. Provide any information on your experience in working with local government facilities where the contractor's principal role is that of pick-up, transport and recycling/disposal.

Republic Services have been providing recycling and waste removal for over 45 years. We service all sides of waste removal residential, commercial and industrial. We also continue to provide each customer a local rep to manage any questions or concerns.

2. How many employees does the company employ? Full-time employees / Part-time employees.

We have over 150 full time employees at the local business unit.

3. Describe the resources the company is capable of bringing to the County. Include specific information on types of collection containers (lockable options), specialized resources, revenue sharing from materials collected, available employee / staff training and any other available resources that are pertinent to the work required.

We have Front Load, Roll off open & closed, for all materials
There is not a Rebate for commingled recycling
We provide weekly SAFETY training for drivers. Most have been
with Republic 15+ years with outstanding records SAFETY will always
be #1 priority.



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

4. Work Proposal – Provide an explanation on how the work defined in project specifications will be accomplished, including any subcontracted tasks. Provide also answers to questions listed.
- a. Will recyclables be collected as a single stream or will separation be required?
Ottawa County preference would be single stream collection.
 - b. List method of recycling each material collected including but not limited to:
 - i. Paper Frontload, Roll OFF, CART
 - ii. Cardboard Frontload, Roll OFF
 - iii. Plastic Roll OFF, CART
 - iv. Metal Roll OFF, CART
 - v. Glass Roll OFF, CART
 - vi. Any additional accepted materials We will find solutions for all you need
 - c. List method for dealing with trash or other contamination that may ultimately be collected inside the recycling containers. We will notify you if its noticed
 - d. Provide information on response time to County requested special pick-ups
24 hr turn around time
 - e. Provide information on response irregularities in waste generation (items not part of typical waste stream). HAZARDOUS, MEDICAL, YARD WASTE, MOTOR OIL, SEWAGE
 - f. Provide information on the method used when emptying or switching out containers (both waste and recycling) when full. You CAN NOTIFY me if Full And we put in a switch out for next day
Asbestos
 - g. Will transport equipment be available to handle the County owned recycling bins?

We can provide that.



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

5. Ottawa County is committed to achieving cost and energy savings as part of this contract. For example, a reduction in the frequency of pick-ups would reduce diesel fuel consumption, greenhouse emissions and save transportation costs. Please provide information or suggestions on transportation efficiencies. Does your company offer any value-added components that could help Ottawa County achieve lower disposal costs?

-We continue to review container utilization, to ensure the equipment is being used to the most of its ability and will notify customers if we notice and increase or decrease in service would be beneficial to the customer and better fit their needs.

6. Environmental Compliance History – Provide environmental compliance history for your company and facilities. At minimum, this should include any notices of violations from transfer stations and recycling facilities. For facilities with past violations, please explain what changes have been made to address the violations and what the current status is with the regulating agency.

-The local business unit has not had any environmental issues as a national company doing things the right way safety has always been our stance and we continue to operate that way.

7. Other Information – Include any other information that would be helpful to the County.

-We have serviced Ottawa County for many years and have molded our drivers and ser



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

The undersigned hereby agrees to perform all work in accordance with the specifications, terms, and conditions of the County Request for Proposal RFP 23-27 Waste Removal and Recycling Services for the costs as described below. The below should not limit proposal pricing. Although we encourage proposals to use this Attachment C for pricing, this should not limit a proposal's pricing.

OTTAWA COUNTY BUILDINGS MANAGED BY FACILITIES MAINTENANCE

Service Schedule Key: Schedule "A" - Once a Week
 Schedule "B" - Twice a Week
 Schedule "C" - Three times a Week
 Schedule "D" - Twice a Month / Every two weeks
 Schedule "E" - Once a Month / Every four weeks

Site Name	Address	Type	Qty	Size	Schedule	Service Day(s)	Rate (monthly or per lift)
Services Complex	12210 Fillmore St. West Olive, MI 49460	Trash	3	6 yd	B	Tues, Fri	368/m
Services Complex	12210 Fillmore St. West Olive, MI 49460	Trash	1	8 yd	B	Tues, Fri	163/m
Services Complex	12210 Fillmore St. West Olive, MI 49460	Recycle	1	6 yd	B	Tues, Fri	123/m
Services Complex	12210 Fillmore St. West Olive, MI 49460	Recycle	1	8 yd	C	Tues, Weds, Fri	245/m
Mental Health	12263 James St. Holland, MI 49424	Trash	1	6 yd	D	Tues	30/m
Mental Health	12263 James St. Holland, MI 49424	Recycle	1	8 yd	D	Weds	41/m
Public Health	12251 James St. Holland, MI 49424	Trash	1	8 yd	D	Tues	41/m
Human Services	12265 James St. Holland, MI 49424	Trash	1	6 yd	A	Tues	60/m
Human Services	12265 James St. Holland, MI 49424	Recycle	1	8 yd	D	Mon	41/m
58th District Court	57 W. 8th Street Holland, MI 49423	Trash	1	2 yd	B	Tues, Fri	41/m
58th District Court	57 W. 8th Street Holland, MI 49423	Recycle	2	2 yd	B	Mon, Weds	82/m
Human Services	3100 Port Sheldon Hudsonville, MI 49426	Trash	1	6 yd	D	Weds	31/m
Human Services	3100 Port Sheldon Hudsonville, MI 49426	Recycle	1	8 yd	E	Weds	20/m
Grand Haven Court House	414 Washington Grand Haven, MI 49417	Trash	1	6 yd	A	Mon, Thurs	61/m
Grand Haven Court House	414 Washington Grand Haven, MI 49417	Recycle	1	6 yd	D	Weds	31/m
Human Services	1111 Fulton Grand Haven, MI 49417	Trash	1	6 yd	D	Thurs	31/m
Family Ind Agency	12185 James St Holland, MI 49424	Trash	1	6 yd	A	Tues	61/m
Family Ind Agency	12185 James St Holland, MI 49424	Recycle	1	6 yd	D	Mon	31/m
MONTHLY TOTAL							\$1501



ATTACHMENT C – PROPOSAL PRICING AND QUESTIONNAIRE CONT.

OTTAWA COUNTY BUILDINGS MANAGED BY PARKS AND RECREATION

Service Schedule Key: Schedule "A" – Year-Round: Once a Week
 Schedule "B" – September-May: On-Call, May-September: Once a Week
 Schedule "C" – September-May: On-Call, May-September: Twice a Week
 Schedule "D" – Seasonal (December-March): Once a Week
 *On-Call – Rate to be size per lift
 **On-Call – Drop in Spring, Remove in Fall

Site Name	Address	Type	Qty	Size	Schedule	Service Day(s)	Rate (monthly or per lift)
Spring Grove Park	1800 Greenly St. Grandville, MI 49418	Trash	1	8 yd	B	Fri	28/lift
Tunnel Park	66 Lakeshore Dr. N Holland, MI 49424	Trash	2	6 yd	C	Mon, Fri	23/lift
Tunnel Park	66 Lakeshore Dr. N Holland, MI 49424	Recycle	1	4 yd	B	Tues	23/lift
Hager Park	8134 – 28th Ave Jenison, MI 49428	Trash	2	8 yd	B	Weds	25/lift
Hager Park	8134 – 28th Ave Jenison, MI 49428	Recycle	1	4 yd	B	Tues	28/lift
Kirk Park	9791 Lakeshore Dr West Olive, MI 49460	Trash	1	8 yd	C	Mon, Fri	28/lift
North Beach Park	18775 North Shore Dr Ferrysburg, MI 49409	Trash	1	8 yd	B	Tues	25/lift
Grose Park	22200 – 24th Ave Casanovia, MI 49318	Trash	1	8 yd	B	Weds	18/lift
Park Operation Center	1677 Fillmore St West Olive, MI 49460	Trash	1	8 yd	A	Fri	25/lift
Park Operation Center	1677 Fillmore St West Olive, MI 49460	Recycle	1	4 yd	A	Tues	20/lift
Park Operation Center	1677 Fillmore St West Olive, MI 49460	Trash	1	30 yd	**On-Call	Rate (Fee and pull to 4 tons)	450/lift
Grand River Park	9473 – 28th Ave Jenison, MI 49428	Trash	1	6 yd	B	Weds	25/lift
Eastmanville Farm	7851 Leonard Rd Coopersville, MI 49404	Trash	1	8 yd	*On-Call		20/lift
Eastmanville Farm	7851 Leonard Rd Coopersville, MI 49404	Recycle	1	4 yd	*On-Call		20/lift
Connor Bayou Park	12945 North Cedar Dr Grand Haven, MI 49417	Trash	1	6 yd	B	TBD	20/lift
Riverside Park	10317 North Cedar Dr Grand Haven, MI 49417	Trash	1	6 yd	*On-Call		20/lift
Pigeon Creek Park	12524 Stanton Street West Olive, MI 49460	Trash	1	8 yd	B	TBD	20/lift
Pigeon Creek Park	12524 Stanton Street West Olive, MI 49460	Recycle	1	4 yd	*On-Call		20/lift
Pine Bend Park	15400 Polk Street West Olive, MI 49460	Trash	1	4 yd	B	TBD	20/lift



Ottawa County

RFP 23-27 Waste Removal & Recycling Services

Grand Ravines North	9920 – 42 nd Ave Jenison, MI 49428	Trash	1	6 yd	B	TBD	20/lift
Grand Ravines North	9920 – 42 nd Ave Jenison, MI 49428	Recycle	1	4 yd	*On-Call		20/lift
Grand Ravines South	3991 Fillmore St Jenison, MI 49428	Trash	1	6 yd	*On-Call		20/lift
Paw Paw Park	1230 Paw Paw Drive Holland, MI 49424	Trash	1	8 yd	B	TBD	20/lift
Beach Marina	2330 Ottawa Beach Rd Holland, MI 49424	Trash	6	96 Gal	B	TBD	15/m
Windsnest Park	7905 Margaret Ave West Olive, MI 49460	Trash	1	6 yd	B	TBD	20/lift
MONTHLY TOTAL							\$454.00

Additional Pricing

Please provide all additional pricing. This may include but not limited to charges for delivery/pick-up of containers, options for multiple recycling stream containers, any and all fees that may apply as penalties of your organization's requirements or restrictions (exceeding weight, overflow of containers, incorrect material in containers, etc.), etc.

-Delivery/Removals/Exchanges \$55.00/ Dumpster.

\$35.00 for extra yards.

\$229 for a Contaminated load(example: cardboard recycling can with trash inside)

Action Request



Committee: Board of Commissioners

Meeting Date: 08/08/2023

Requesting Department: Water Resources Commissioner

Submitted By: Joe Bush

Agenda Item: Full Faith and Credit Pledges for Drain Notes and Bonds

Suggested Motion:

To approve a resolution pledging the county's full faith and credit to a drain note or bond.

Summary of Request:

See attached

Financial Information:

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

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

Action is Related to Strategic Plan:

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

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance and Administration 08/01/2023

M E M O R A N D U M

To: Joe Bush, Ottawa County Water Resources Commissioner
From: Roger Swets, Dickinson Wright
Re: Full Faith and Credit Pledges for Drain Notes and Bonds
Date: July 10, 2023

A key element of financing drain projects in Michigan includes a county board of commissioners adopting a resolution pledging the county's full faith and credit to a drain note or bond. This memo addresses the practical reasons why a pledge of full faith and credit is necessary, and the safeguards that the Michigan Drain Code contains to mitigate the liabilities to counties where full faith and credit is pledged.

WHY IS FULL FAITH AND CREDIT PLEDGED TO PUBLIC DEBT, INCLUDING DRAIN BONDS AND NOTES IN MICHIGAN?

Each Michigan drainage district is a separate legal entity that is either under the jurisdiction of the county drain commissioner/water resource commissioner or a drainage board. Drainage districts do not have employees or assets other than the drain that is under its jurisdiction. Drainage districts do not have taxing power or the power to charge fees for the use of the drain, but are financed solely by the issuance of special assessments, either assessments levied for the periodic inspection, repair and maintenance of the drain or assessments levied to defray the costs of new drain projects that the drainage district is petitioned to construct.

Because the drain projects are financed by special assessments, as opposed to taxes, and drains do not have liquid assets or revenue sources outside of the assessments, drain debt does not receive an investment grade rating from a rating agency and most banks will not acquire drain debt without a full faith and credit pledge of the county. Historically, a small handful of state banks have been willing to acquire small, short term drain debt without a full faith and credit pledge, but with the failure of several banks around the country earlier this year, banks have developed concerns about liquidity and these state banks have stopped acquiring debt without a full faith and credit pledge.

By a full faith and credit pledge, a county agrees that the county will provide a backup pledge of its full faith and credit as additional security for the payment of a bond or note should the special assessment revenues levied for payment of the note be insufficient at any point to pay the principal of or interest on a bond or note to which full faith and credit is pledged. A county pledges its full faith and credit by a resolution adopted by the county board of commissioners.

This kind of pledge is customary for many kinds of debt in Michigan. Most county debt is secured by a full faith and credit pledge of the county, including general county bonds, building authority bonds or bonds issued through a county board of public works or county agency for local utility projects. Most city, village and township debt also pledges the full faith and credit of the issuer. Most notably, virtually all special assessment debt whether issued by a drainage district or

local government requires a full faith and credit pledge in order for the issuer to be able to successfully issue the debt.

If a full faith and credit pledge is not available to a drainage district, the only way for the drainage district to pay for a drain project would be for the drainage district to assess the full cost of the project to the public corporations and benefitted properties in one installment that would be immediately due and payable. This would cause a hardship on the public corporations and benefitted properties.

DRAIN CODE POWERS AND SAFEGUARDS REGARDING PAYMENT OF DRAIN BONDS

A key concern for counties in considering a pledge of full faith and credit is what happens in instances where a county may have to make a payment on drain debt pursuant to its full faith and credit pledge. In considering the risk that there would be insufficient funds to pay drain bonds (which could lead to an advance by a county on its full faith and credit pledge), the Michigan Drain Code and Michigan law in general build in safeguards to protect the vital public interest in being able to finance drain projects:

1) The debt service on drain bonds under Chapter 8 of the Drain Code is primarily paid from assessments levied against public corporations and benefitted properties in the drainage district. The debt service on drain bonds issued under Chapter 20 or 21 of the Drain Code is primarily paid from assessments levied against public corporations and the debt service on notes issued for the inspection repair and maintenance of drains is paid by special assessments levied for maintenance of the drain against public corporations and benefitted properties in the drainage district.

a) The assessments against benefitted properties are a strong source of revenue since they have the same priority for payment as taxes, having a first priority superior to mortgages and other forms of debt that might encumber a property.

b) If a property owner is delinquent in paying the property owner's assessment, the assessment is turned over to the county to be collected with the delinquent taxes. The county has significant powers to collect delinquent taxes which would ultimately end up with the property being sold at tax sale if the property owner does not pay the delinquent taxes and assessments. At that point, there would only be a shortfall in revenues to pay the drain assessment if the property is sold for less than the amount of outstanding delinquent taxes and assessments and the interest and penalties on them. The balance of the assessment that has not yet become due would continue to be a lien against the property payable by the new property owner after it is sold.

c) During the time the delinquent assessments are being collected, the amount of the delinquent assessment would be paid to the drainage district from the county's delinquent tax revolving fund (so long as a county maintains this program) and would be used to pay the debt service on the drain bonds.

d) Assessments against the municipalities are a general obligation of those municipalities and as such a legally binding obligation of the general fund of the municipalities.

2) By adopting a resolution pledging full faith and credit, the county is agreeing to be a backup source of payment for the bonds if there is a shortfall in the primary source of payment and the county would only make payments in the event there is ever a shortfall in the assessment collections.

a) For assessments against benefitted property owners, a shortfall would only come into play after the property was sold at tax foreclosure (again assuming the continuation of the delinquent tax revolving fund), if the sale price was less than the amount of delinquent taxes, assessments, and interest and penalties on them.

b) Such amounts will normally be relatively small since on most assessment rolls any one assessment against a benefitted property is only a small part of the whole, and the delinquency would most often only be for a few years of a multiyear assessment.

3) Payments by counties pursuant to a full faith and credit resolution are rare, and if they are required would normally be small and only for a short time.

a) County payments are usually short term since under the Drain Code the drainage district is required to levy a deficiency assessment against the district for the amount of any shortfall within two years and when that assessment is levied and collected, the county would be paid back.

b) In addition to deficiency assessments, the drainage district has the ability to levy an administrative fee in the way of an interest rate on the assessments that is 1 percent over the interest rate of the bonds issued in anticipation of the assessments. This small additional amount of interest is allowed to the drainage district to cover costs, including costs that could lead to a shortfall, thus further mitigating risk to the county.

3) In recent history, Ottawa County has pledged its full faith and credit to drain bonds for the Munn Drain Drainage District, which mature in 2030 and to drain bonds issued for the Park West Drain Drainage District which mature in 2034. To my knowledge Ottawa County has not had to make any payments on the drain debt to which it has pledged its full faith and credit.

ALTERNATIVES TO FULL FAITH AND CREDIT

In this current financial climate, the only alternative to a pledge of full faith and credit by a county is for the county to provide the financing for its drainage districts. This can be done in two ways, a county could decide to add funds to the county's drain revolving fund or a county could lend funds to a drainage district for a particular project through the issuance of a note under section 434 of the Drain Code.

Counties can provide funds to drainage districts for their maintenance expenditures and the preliminary costs of projects by placing funds in the county drain revolving fund. The revolving fund is a fund the drainage districts borrow from and then pay back as they can with the collection of assessments. The county can either add funds to the revolving fund which will remain in the revolving fund permanently or the county can add funds to the revolving fund which drainage districts would pay back with interest, with these funds being paid back to the county at an agreed upon time.

Section 434 of the Drain Code also allows public corporations to lend funds to a drainage district pursuant to a note. These funds would then be paid back to the county with interest as provided in the note, according to terms negotiated between the county and the drainage district.

SUMMARY

In summary, the pledge of full faith and credit is a key element in Michigan to allow drainage districts to issue debt both to construct and maintain county drains. In our current financial climate, the pledge is even more critical since it is currently not possible to issue drain debt to a bank or in the bond market without the pledge of the county's full faith and credit. Thus, without the pledge of full faith and credit, the only options left to a drainage district which has been petitioned to construct a project would be to decline to pursue the project or assess the full cost of the project to the public corporations and benefitted properties up front, which could create a financial burden.

4874-4062-3983 v1 [9267-13]

OTTAWA COUNTY BOARD OF COMMISSIONERS
RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
NORTH HOLIDAY HILLS DRAIN DRAINAGE DISTRICT NOTE

RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Ottawa County, Michigan, held in the County on _____, 2023, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported by Commissioner: _____:

WHEREAS pursuant to a petition filed with the Water Resources Commissioner of the County of Ottawa, State of Michigan (the "Water Resources Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the North Holiday Hills Drain Project (the "Project"), which is being undertaken by the North Holiday Hills Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Water Resources Commissioner intends to issue the Drainage District's note or notes (the "Notes") in an amount not to exceed \$150,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Notes will be payable from assessments made upon public corporations and/or benefited properties in the Special Assessment District; and

WHEREAS, the Ottawa County Board of Commissioners (the "Board") may, by resolution adopted by a vote of two-thirds of the members of the Board, pledge the full faith and credit of Ottawa County (the "County") for the prompt payment of the principal of and interest on the Notes pursuant to Section 434 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Notes will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Notes in a par amount not to exceed \$150,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Notes should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Notes when due, subject to constitutional and statutory limitations on the taxing power of the County.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Notes and to execute any documents or certificates necessary to complete the issuance of the Notes, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to sign such documents and give any approvals necessary therefor.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Justin F. Roebuck, Clerk
County of Ottawa

CERTIFICATION

I, Justin F. Roebuck, the duly qualified and acting Clerk of Ottawa County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2023

Justin F. Roebuck, Clerk
County of Ottawa

OTTAWA COUNTY BOARD OF COMMISSIONERS
RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
SEVEY DRAIN DRAINAGE DISTRICT NOTE

RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Ottawa County, Michigan, held in the County on _____, 2023, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported by Commissioner: _____:

WHEREAS pursuant to a petition filed with the Water Resources Commissioner of the County of Ottawa, State of Michigan (the "Water Resources Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the Sevey Drain Project (the "Project"), which is being undertaken by the Sevey Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Water Resources Commissioner intends to issue the Drainage District's note or notes (the "Notes") in an amount not to exceed \$260,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Notes will be payable from assessments made upon public corporations and/or benefited properties in the Special Assessment District; and

WHEREAS, the Ottawa County Board of Commissioners (the "Board") may, by resolution adopted by a vote of two-thirds of the members of the Board, pledge the full faith and credit of Ottawa County (the "County") for the prompt payment of the principal of and interest on the Notes pursuant to Section 434 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Notes will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Notes in a par amount not to exceed \$260,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Notes should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Notes when due, subject to constitutional and statutory limitations on the taxing power of the County.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Notes and to execute any documents or certificates necessary to complete the issuance of the Notes, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to sign such documents and give any approvals necessary therefor.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Justin F. Roebuck, Clerk
County of Ottawa

CERTIFICATION

I, Justin F. Roebuck, the duly qualified and acting Clerk of Ottawa County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2023

Justin F. Roebuck, Clerk
County of Ottawa

**OTTAWA COUNTY BOARD OF COMMISSIONERS
RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
COLES PARK DRAIN DRAINAGE DISTRICT NOTE**

RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Ottawa County, Michigan, held in the County on _____, 2023, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported by Commissioner: _____:

WHEREAS pursuant to a petition filed with the Water Resources Commissioner of the County of Ottawa, State of Michigan (the "Water Resources Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the Coles Park Drain Project (the "Project"), which is being undertaken by the Coles Park Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Water Resources Commissioner intends to issue the Drainage District's note or notes (the "Notes") in an amount not to exceed \$675,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Notes will be payable from assessments made upon public corporations and/or benefited properties in the Special Assessment District; and

WHEREAS, the Ottawa County Board of Commissioners (the "Board") may, by resolution adopted by a vote of two-thirds of the members of the Board, pledge the full faith and credit of Ottawa County (the "County") for the prompt payment of the principal of and interest on the Notes pursuant to Section 434 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Notes will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Notes in a par amount not to exceed \$675,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Notes should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Notes when due, subject to constitutional and statutory limitations on the taxing power of the County.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Notes and to execute any documents or certificates necessary to complete the issuance of the Notes, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Notes and to sign such documents and give any approvals necessary therefor.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Justin F. Roebuck, Clerk
County of Ottawa

CERTIFICATION

I, Justin F. Roebuck, the duly qualified and acting Clerk of Ottawa County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2023

Justin F. Roebuck, Clerk
County of Ottawa

OTTAWA COUNTY BOARD OF COMMISSIONERS
RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
HOP DRAIN DRAINAGE DISTRICT NOTE

RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Ottawa County, Michigan, held in the County on _____, 2023, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported by Commissioner: _____:

WHEREAS pursuant to a petition filed with the Water Resources Commissioner of the County of Ottawa, State of Michigan (the "Water Resources Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the Hop Drain Project (the "Project"), which is being undertaken by the Hop Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Water Resources Commissioner intends to issue the Drainage District's note or notes (the "Notes") in an amount not to exceed \$200,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Notes will be payable from assessments made upon public corporations and/or benefited properties in the Special Assessment District; and

WHEREAS, the Ottawa County Board of Commissioners (the "Board") may, by resolution adopted by a vote of two-thirds of the members of the Board, pledge the full faith and credit of Ottawa County (the "County") for the prompt payment of the principal of and interest on the Notes pursuant to Section 434 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Notes will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Notes in a par amount not to exceed \$200,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Notes should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Notes when due, subject to constitutional and statutory limitations on the taxing power of the County.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Notes and to execute any documents or certificates necessary to complete the issuance of the Notes, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to sign such documents and give any approvals necessary therefor.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Justin F. Roebuck, Clerk
County of Ottawa

CERTIFICATION

I, Justin F. Roebuck, the duly qualified and acting Clerk of Ottawa County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2023

Justin F. Roebuck, Clerk
County of Ottawa

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/08/2023
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Setting of Public Hearing on the 2024 Ottawa County Budget

Suggested Motion:

To set a public hearing on the 2024 Ottawa County budget for Tuesday, September 12, 2023 to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive, at 9:00 am.

Summary of Request:

The Uniform Budgeting and Accounting Act requires a public hearing before the adoption of the budget with specific advertising and notice requirements. Additionally, the proposed budget must be available on the website and in the Clerk's office at the time of the advertisement.

With the Labor Day holiday, the Clerk would like to send the advertisement to the newspaper by August 28th, therefore, the budget review must be completed a 3-5 days prior allowing time for preparation.

Remaining Budget Timeline:

- August 1 - Proposed Budget Submitted to Finance & Administration Committee
- August 1 - August 22 - Finance Committee Review
- September 12 - Public Hearing (during the regularly scheduled Board meeting)
- September 19 - Special Finance Committee to Recommend Budget to Board of Commissioners
- September 26 - Budget Adoption
- October 1 - Start of New Fiscal Year

Financial Information:

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


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

Action is Related to Strategic Plan:

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

Objective:

- Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.
- Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.
- Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance and Administration 08/01/2023

Action Request



Committee: Board of Commissioners

Meeting Date: 08/08/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY23 Budget Adjustments

Suggested Motion:

To approve the 2023 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: Finance and Administration 08/01/2023

	Fund	Department	Explanation	Revenue	Expense
10-486	General Fund	Sheriff	To recognize donations and appropriate expenses for the annual Super Cool Sheriff School event.	\$ 3,964	\$ 3,964
10-680	General Fund	Sheriff	To recognize revenue (fees) and appropriate expense for a program offering snack bags for jail inmates.	\$ 18,000	\$ 18,000
10-907	Health Fund	Public Health	Increase in FY23 State grant award for Social Determinants of Health Planning Grant to actual award amount. Ottawa County residents that utilize food pantries often desire more fresh fruits and vegetables and pantries report that it is difficult to secure these items. The use of these grant funds will be used to purchase locally grown fruits and vegetables for food pantries of Ottawa County, allowing residents a selection of fresh food options. The grant period is from 11/1/22 thru 09/30/23.	\$ 14,000	\$ 14,000
10-934	Landfill Tipping Fees Fund	Public Health	Reduce budget for capital projects scheduled for FY24.		\$ (420,000)
10-971	General Fund	Sheriff	The Sheriff's Office receives grant funds for eligible training every year. The program is called MCOLES or Michigan Commission of Law Enforcement Standards. This budget adjustment recognizes and appropriates additional funds for the current year.	\$ 15,000	\$ 15,000
10-1032	CMH Millage and Grants	Community Mental Health	Reduce appropriations for program expenses that will occur in future year.		\$ (1,000,000)
10-1263	General Fund	DEI	Reduce appropriations from DEI department and move to contingency.		\$ (161,928)
		Contingency			\$ 161,928



Capital Improvement Plan

Capital Improvement Plan



What is a Capital Improvement Plan?



The Team



Goals



Trends

What is a Capital Improvement Plan?



County of Ottawa
Capital Improvement Plan
Fiscal Years 2024-2029

Funding Source	Current Approved	Actuals Spent as of 06/21/23	Encumbrances as of 06/21/23	Unencumbered Balance as of 06/21/23	2024	2025
401						
401						
106	395,000	-	-	395,000		
401	525,000	-	-	525,000	1,000,000	600,000
401	60,000	-	-	60,000	120,000	
401	300,000	-	-	300,000	400,000	400,000
401					80,000	
401					100,000	
401					80,000	
401					150,000	
401						
401						
401						

Jail Makeup Air Units
These are the make up air handling units that provide fresh air to the kitchen area of the jail. They are original to the building and are past life cycle.

Cooling Tower Replacement James St. - Bldg. A
To replace the original inefficient and undersized cooling tower at the building. This is an original asset to when the building was constructed.

Cooling Tower Replacement James St. - Bldg. B
To replace the original inefficient and undersized cooling tower at the building. This is an original asset to when the building was constructed.

Jail Exhaust Hood Replacement
To replace the outdated exhaust/ fire suppression hoods in the jail kitchen. These units no longer meet fire inspection guidelines as they are over 30 years old.

Sheriff's Shooting Range
DHHS Air Handling Units Replacement
DHHS Supply Fan Replacement

The Team

- ▶ Deputy Administrator
- ▶ Fiscal Services Director
- ▶ Facilities Director
- ▶ Strategic Impact Director
- ▶ IT Director



Goals



Establish annual funding goals and limits



Develop and utilize asset management tools

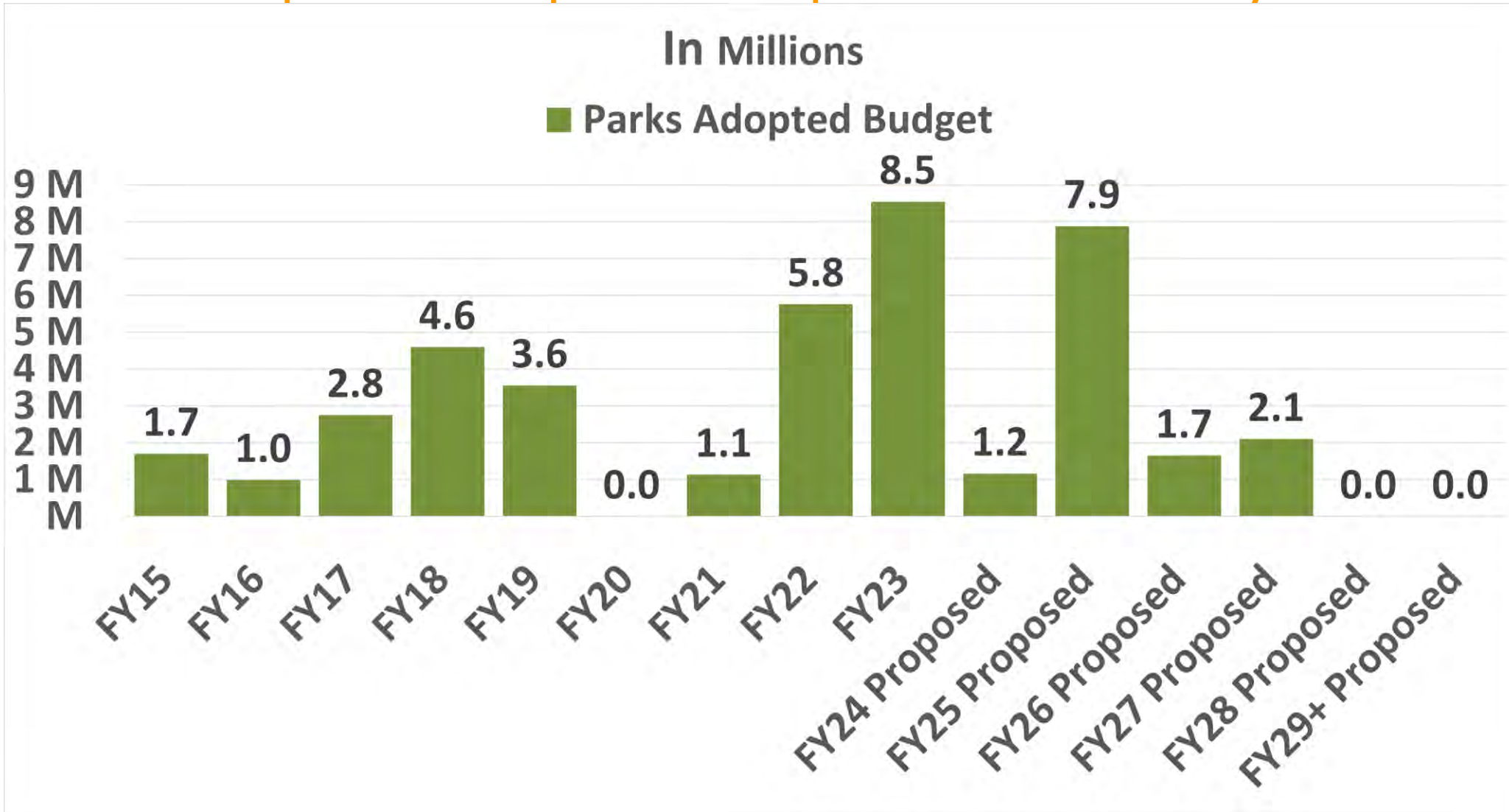


Update how new projects are submitted



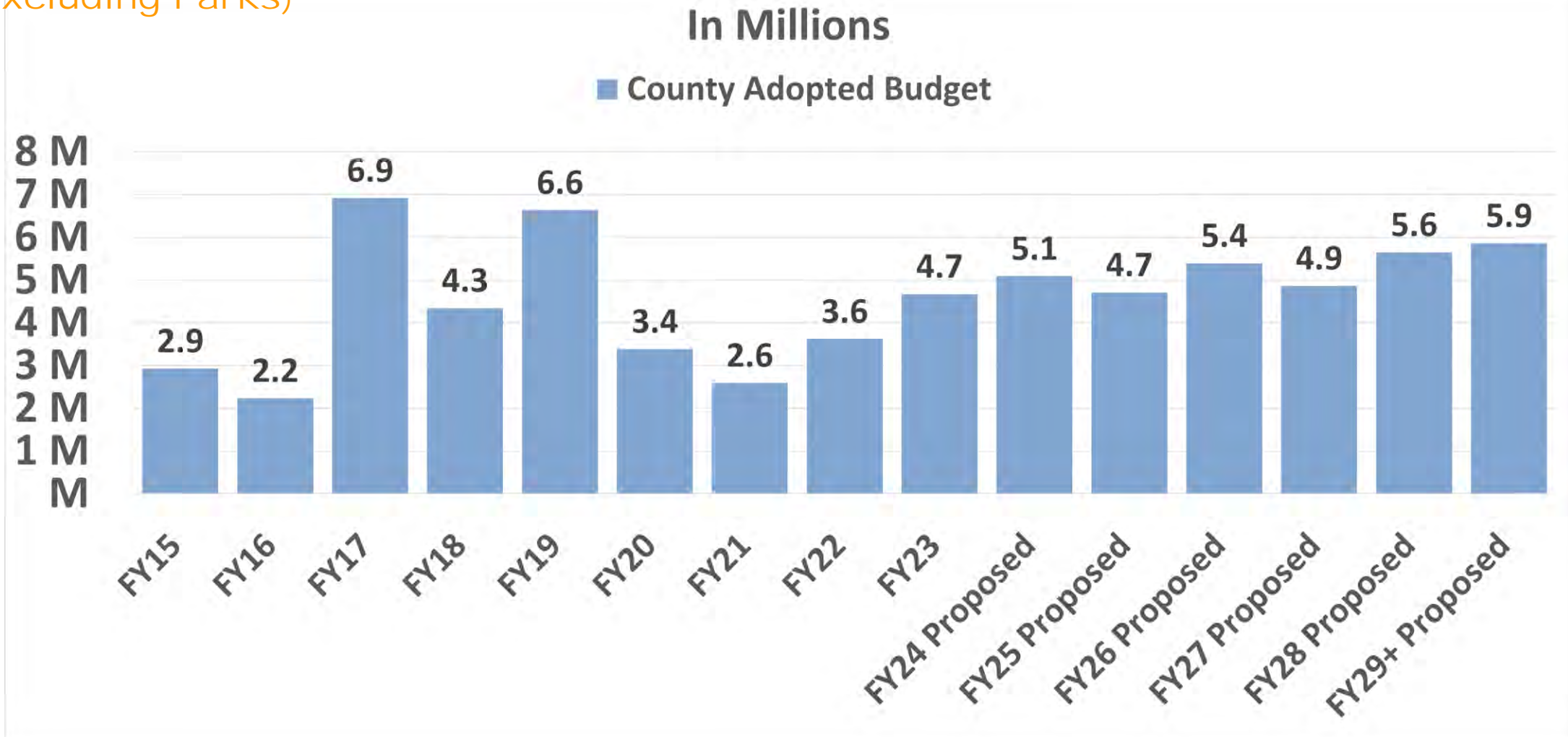
Improve compliance standards for all systems

Parks Adopted Capital Improvement by Year

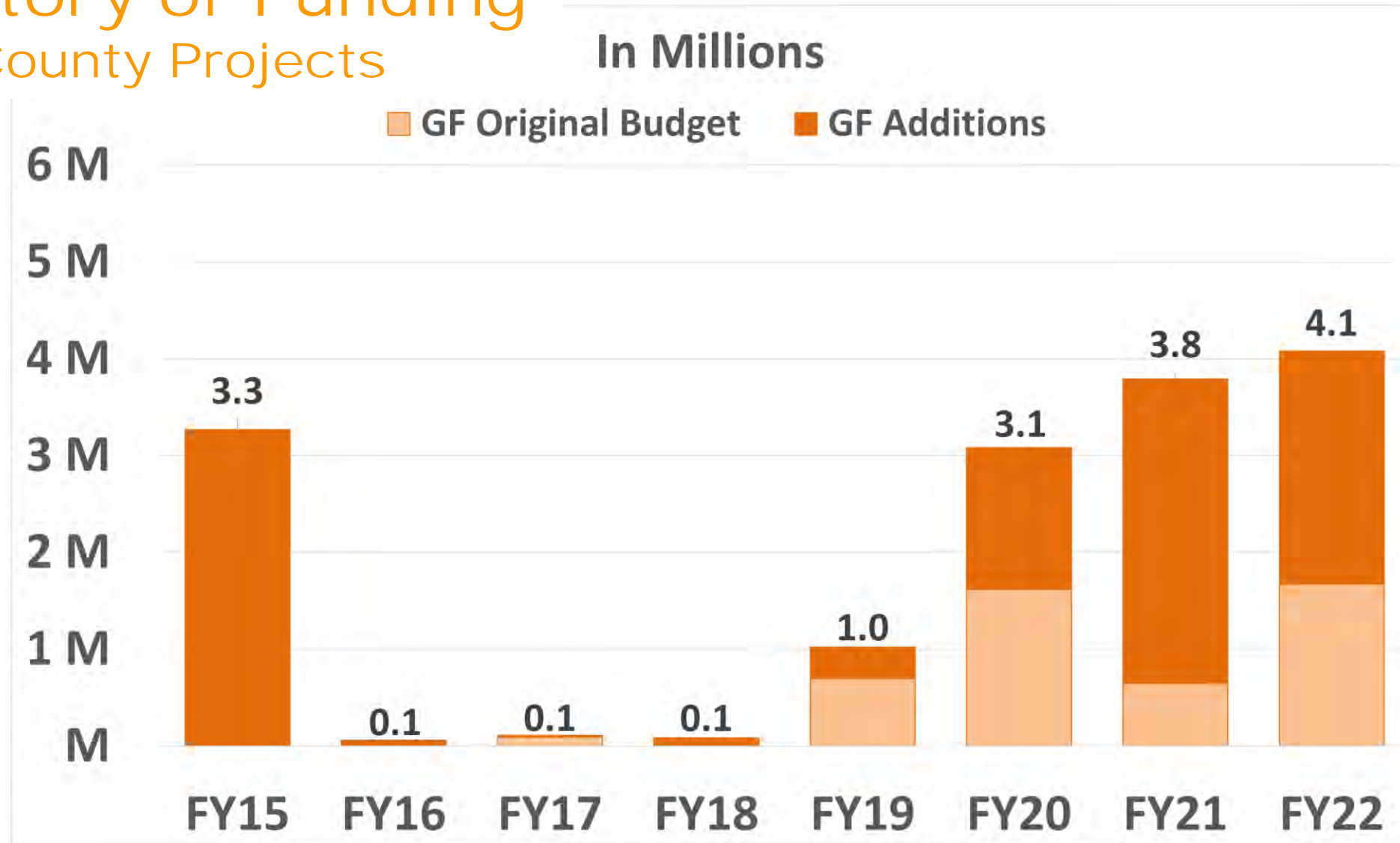


County Adopted Capital Improvement by Year

(Excluding Parks)



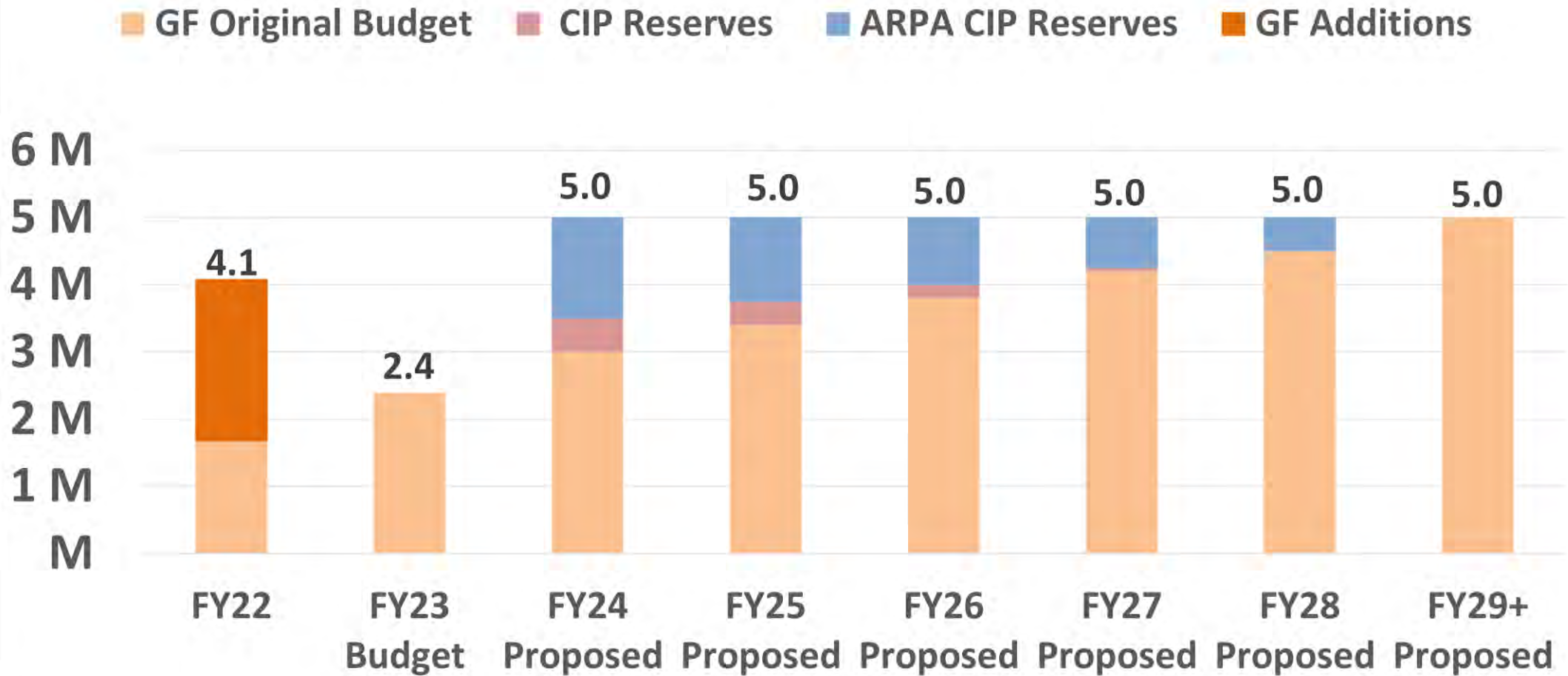
History of Funding for County Projects



Proposed Funding

for County Projects

In Millions





**County of Ottawa
Capital Improvement Plan
Fiscal Years 2024-2029**

Project Name	Project Description	Funding Source	Current Approved	Actuals Spent as of 06/21/23	Encumbrances as of 06/21/23	Unencumbered Balance as of 06/21/23	2024	2025
Systems - Elevators								
Grand Haven Court Elevator Replacement		401						
Holland Court Elevator Replacement		401						
Systems - HVAC								
Sheriff Shooting Range HVAC	To replace the existing original heating system to include air conditioning to accommodate new department training needs.	106	395,000	-	-	395,000		
Building Automation System Replacement	To replace the outdated Trend 963 BAS program and equipment that is no longer supported in North America. This will improve our ability to manage HVAC controls and energy efficiencies.	401	525,000	-	-	525,000	1,000,000	600,000
Holland Air Handling Units	To finish the replacement of the original AHU's on the roof of the Holland Courthouse, these will be 20 years old in FY24.	401	60,000	-	-	60,000	120,000	
Jail Air Handling Units	These are the air handling units that provide heating and cooling to the entire jail area. We intend to change out 3-4 units per year depending on pricing at time of RFP, if more can be done each year due to a pricing decrease. These assets are original to the build of the jail.	401	300,000	-	-	300,000	400,000	400,000
Jail Makeup Air Units	These are the make up air handling units that provide fresh air to the kitchen area of the jail. They are original to the building and are past life cycle.	401					80,000	
Cooling Tower Replacement James St. - Bldg. A	To replace the original inefficient and undersized cooling tower at the building. This is an original asset to when the building was constructed.	401					100,000	
Cooling Tower Replacement James St. - Bldg. B	To replace the original inefficient and undersized cooling tower at the building. This is an original asset to when the building was constructed.	401					80,000	
Jail Exhaust Hood Replacement	To replace the outdated exhaust/ fire suppression hoods in the jail kitchen. These units no longer meet fire inspection guidelines as they are over 30 years old.	401					150,000	
Sheriff's Shooting Range		401						
DHHS Air Handling Units Replacement		401						
DHHS Supply Fan Replacement		401						

The background features a series of overlapping, semi-transparent blue geometric shapes, including triangles and polygons, that create a dynamic, layered effect. The colors range from light sky blue to a deep, dark navy blue. The shapes are primarily located on the right side of the page, extending towards the center.

Fiscal Year 2024 Proposed Budget

- ▶ Budget Basics
- ▶ Assurances
- ▶ Estimates
- ▶ Proposed Budget
- ▶ Trends & Highlights



Total County Budget

General Fund

Special Revenue Funds

- Parks Fund
- CMH Funds
- 20 Other Funds

Debt Service Funds

Capital Project Funds

- Building Authority Fund
- Parks Capital Improvement Fund
- Capital Improvement Fund

Budget Basics

Revenues + Reserves - **Expenditures** \geq \$0

The legal level of control is by department, by fund

Budgets include estimates and assumptions

Assurances

Budget is balanced

Maintains fund balance within policy

All debt payments are funded

Pension and retirement programs are funded

Estimates

Taxable value growth of 7%

Millage Rate of 3.9 mils (unchanged)

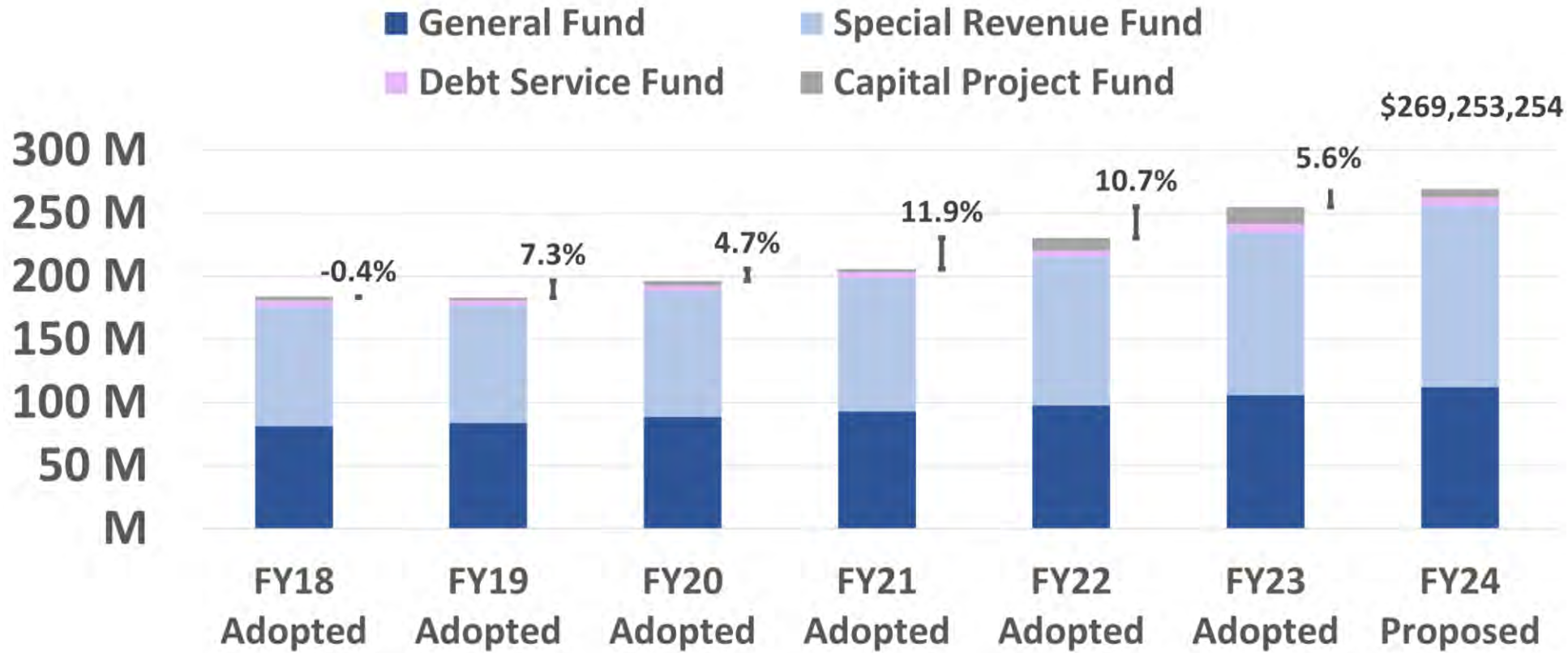
Cost of living increase of 2% on 1/1/24

Health insurance increase of 3% on 1/1/24

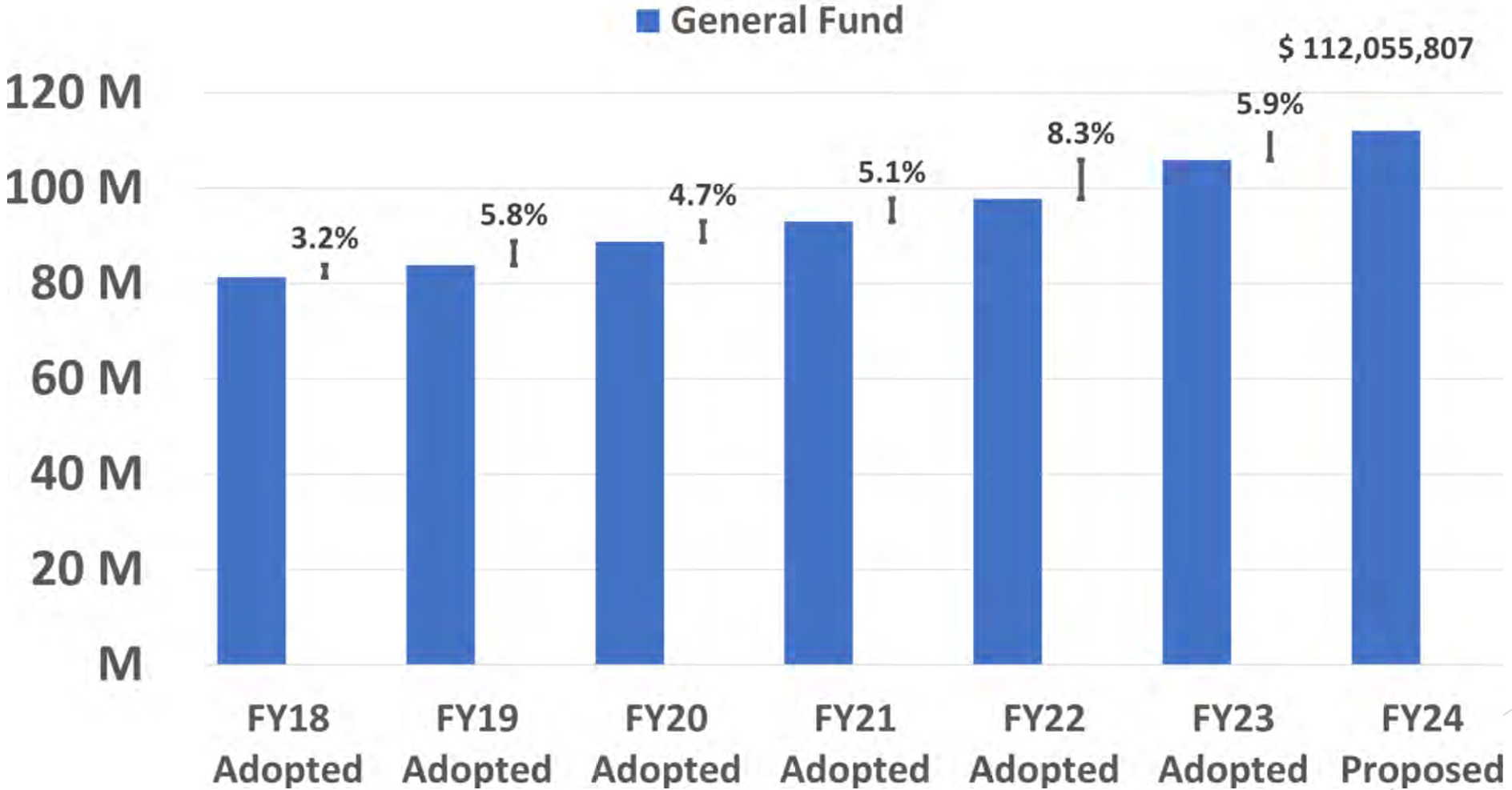
Ongoing grant revenue

Contract increases

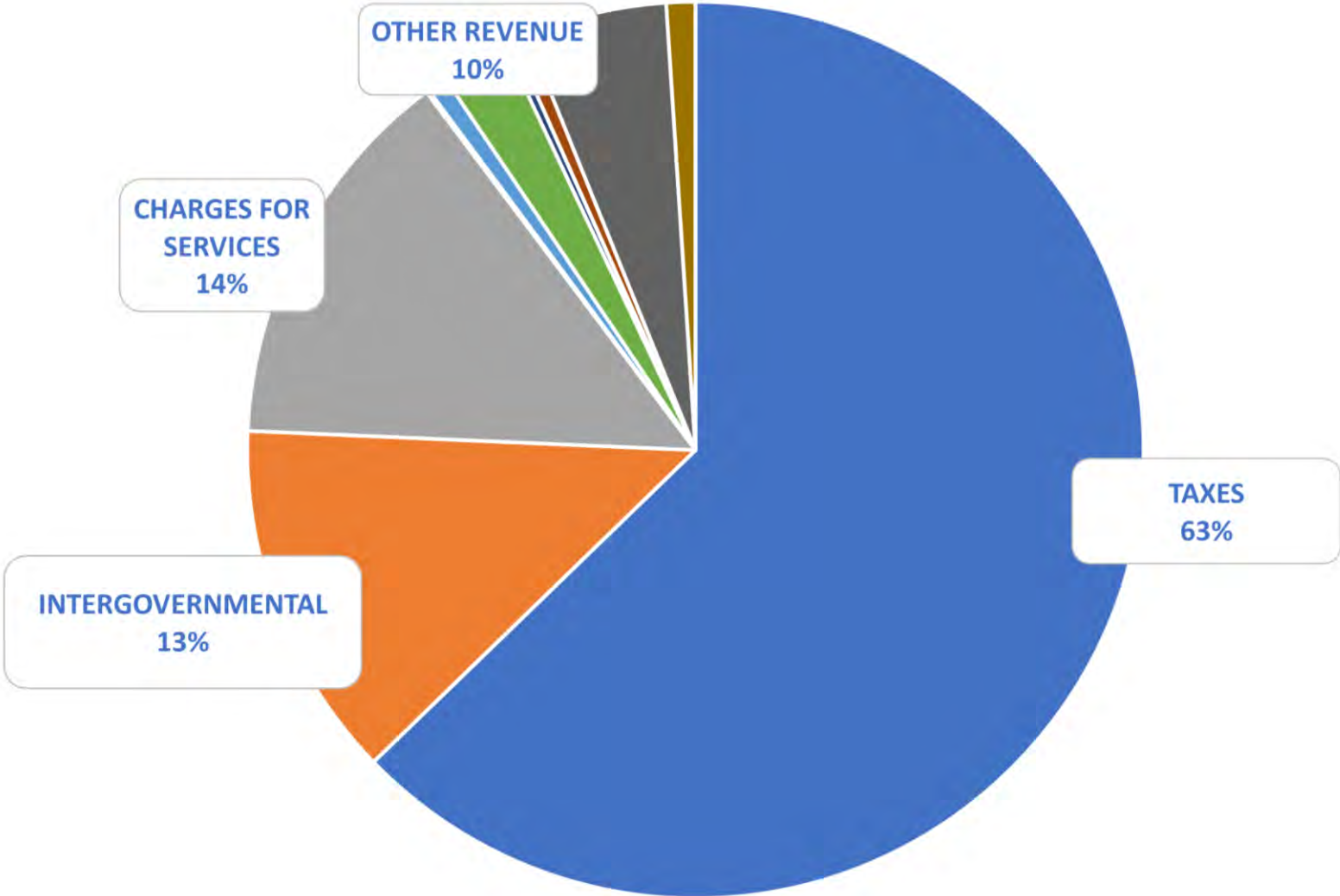
Total County Budget



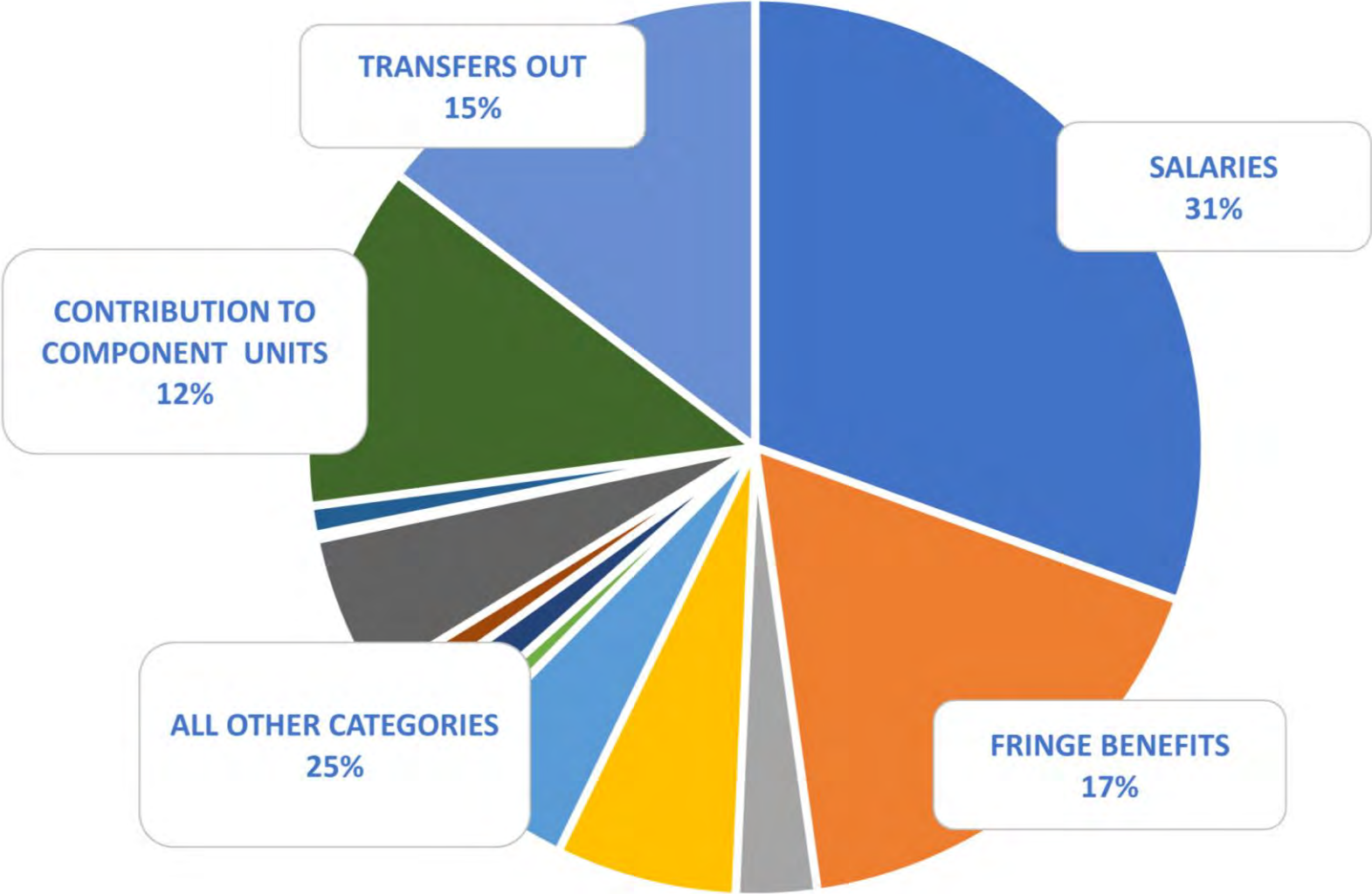
General Fund Budget



General Fund Revenues



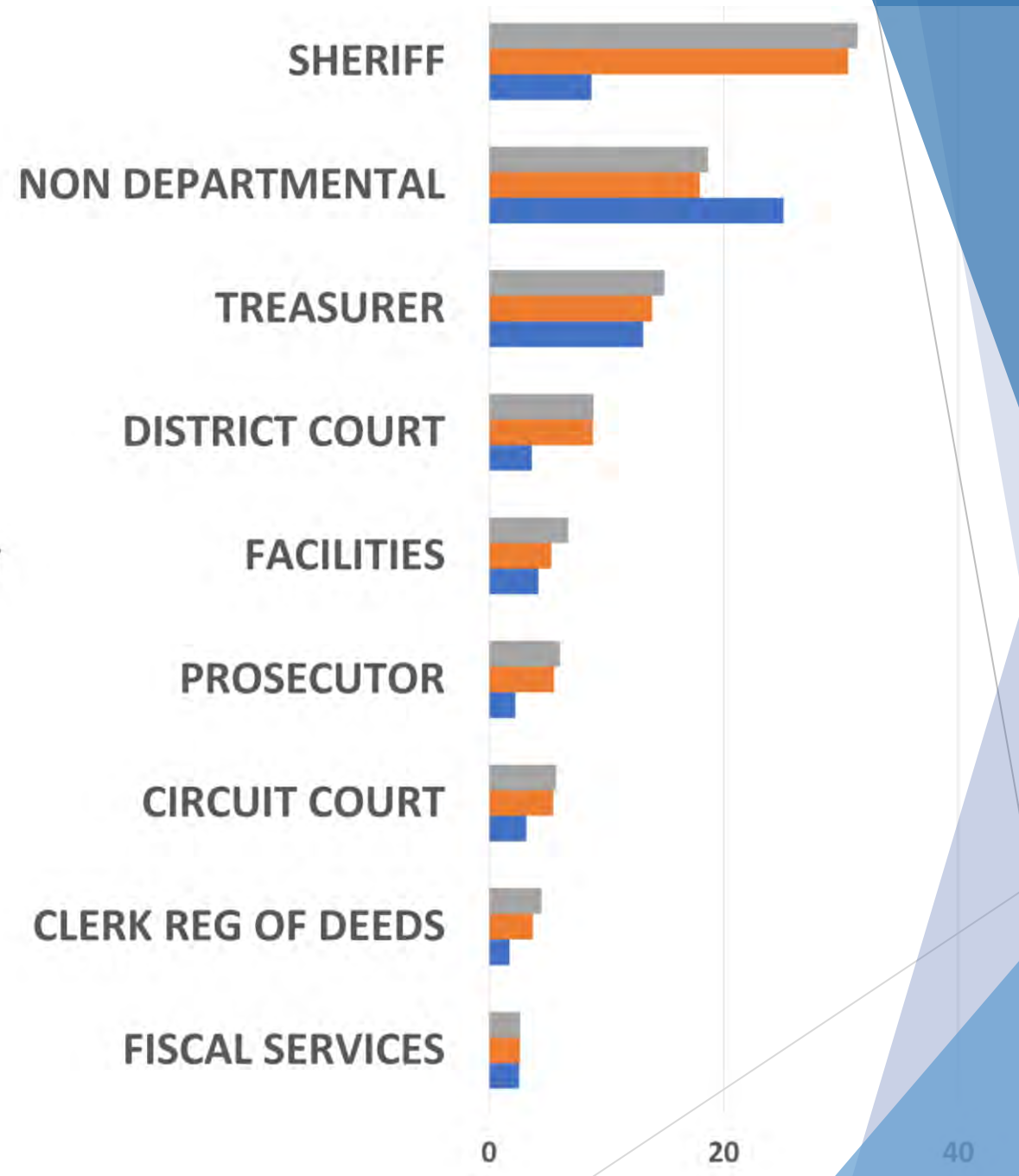
General Fund Expenditures



General Fund Expenditures by Department

- FY24 PROPOSED BUDGET
- FY23 ADOPTED BUDGET
- FY22 ACTUALS

In Millions



Next Steps

