Agenda
Finance and Administration Committee
West Olive Administration Building – Board Room and YouTube
12220 Fillmore, West Olive, MI 49460
Tuesday, July 2, 2024
10:00 AM

Public Comment

Approval of Agenda

Consent Resolutions:

1. Approval of Minutes from the June 4, 2024 Finance and Administration Committee Meeting.

Agenda and Action Requests:

1. Statement of Review
   Suggested Motion:
   To approve the Statement of Review.

2. Accounts Payable for May 27, 2024 through June 21, 2024
   Suggested Motion:
   To approve the general claims in the amount of $14,748,634.92 as presented by the summary report for May 27, 2024 through June 21, 2024.

3. Community Mental Health Position Request
   Suggested Motion:
   To approve and forward to the Board of Commissioners the request from Community Mental Health to add one 1.0 FTE Business Analyst, Unclassified, pay grade 12, at a cost of $117,634 funded by Medicaid reimbursement.

4. Assessing Division Manager Pay Grade Change
   Suggested Motion:
   To approve and forward to the Board of Commissioners the request from Equalization to increase the pay grade for the Assessing Division Managers from a grade 11 to grade 13 at a total cost of $30,393.

5. Broadband Wired Infrastructure Expansion Agreement
   Suggested Motion:
   To authorize the Board Chair and Clerk/Register to sign the Amendment to the Broadband Wired Infrastructure Expansion Partnership Agreement between Ottawa County and 123Net Inc.

6. Brownfield Plan Amendment: Prospect Flats
   Suggested Motion:
   To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Prospect Flats LLC located in the City of Hudsonville.

7. Brownfield Plan Amendment: Winsor Place
   Suggested Motion:
   To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Winsor Place located in the Village of Spring Lake.

8. Rooftop Repair and Safety Contract
   Suggested Motion:
   To approve and forward to the Board of Commissioners a contract for roof repair and installation of safety features at 3 County buildings for a total of $131,999.10.

9. Drain Revolving Fund Increase
   Suggested Motion:
   To approve the request to allocate an additional $825,000.00 to the Department of the Water Resources Commissioner for their revolving fund. The goal is to increase the Department of Water Resources revolving fund from $175,000.00 to $1,000,000.00. Our request is to add $825,000.00 to the revolving fund from the settlement received from the Monsanto lawsuit.

10. Lease Agreement for Countywide Postage Meters
    Suggested Motion:
    To approve and forward to the Board of Commissioners a five-year lease agreement for thirteen (13) postage meters with Pitney Bowes Inc at a total cost of $114,859.20.

11. FY2024 Budget Adjustments
    Suggested Motion:
    To approve and forward to the Board of Commissioners the FY2024 budget adjustments per the attached schedule.

Committee Reports:

1. Treasurer's Financial Month End Update; Cheryl Clark

Public Comment

Adjournment at Call of the Chairperson

Note: Public Comments on the day's business are to be limited to three (3) minutes.

FINANCE AND ADMINISTRATION COMMITTEE

Proposed Minutes

DATE: June 4, 2024

TIME: 10:02 a.m.

PLACE: Fillmore Street Complex

PRESENT: Gretchen Cosby, Roger Belknap, Joe Moss, Rebekah Curran, and Kendra Wenzel. (5)

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: APPROVAL OF AGENDA

FC 24-069 Motion: To approve the agenda of today.
Moved by: Moss UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

FC 24-070 Motion: To approve the minutes from the May 7, 2024, Finance and Administration Committee Meeting.
Moved by: Wenzel UNANIMOUS

SUBJECT: STATEMENT OF REVIEW

FC 24-071 Motion: To approve the Statement of Review.
Moved by: Belknap UNANIMOUS

SUBJECT: ACCOUNTS PAYABLE FOR APRIL 22, 2024 THROUGH MAY 24, 2024

FC 24-072 Motion: To approve the general claims in the amount of $18,917,953.96 as presented by the summary report for April 22 through May 24, 2024.
Moved by: Belknap

The motion passed with the following votes: Yeas: Roger Belknap, Rebekah Curran, Joe Moss, Kendra Wenzel, Gretchen Cosby. (5)

SUBJECT: TAX YEAR 2024 MILLAGE RATE RESOLUTION

FC 24-073 Motion: To approve and forward to the Board of Commissioners the resolution established millage rate for tax year 2024.
Moved by: Belknap

The motion passed with the following votes: Yeas: Joe Moss, Kendra Wenzel, Rebekah Curran, Roger Belknap, Gretchen Cosby. (5)

SUBJECT: BROWNFIELD PLAN AMENDMENT FOR TERRA STATION VENTURES LLC

FC 24-074 Motion: To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Terra Station Ventures LLC located in the City of Hudsonville.
Moved by: Belknap

The motion passed with the following votes: Yeas: Kendra Wenzel, Joe Moss, Rebekah Curran, Roger Belknap, Gretchen Cosby. (5)

SUBJECT: AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

FC 24-075 Motion: To approve and forward to the Board of Commissioners a three-year Agreement for Economic Development Services with Lakeshore Advantage Corporation at a cost of $150,000.00 per year for a total cost of $450,000.00.
Moved by: Moss

The motion passed with the following votes: Yeas: Roger Belknap, Rebekah Curran, Kendra Wenzel, Joe Moss, Gretchen Cosby. (5)

SUBJECT: FY2025 MICHIGAN DEPARTMENT OF CORRECTIONS PLAN & APPLICATION

FC 24-076 Motion: To approve and forward to the Board of Commissioners the FY2025 Michigan Department of Corrections Plan and Application.
Moved by: Moss

The motion passed with the following votes: Yeas: Roger Belknap, Joe Moss, Rebekah Curran, Kendra Wenzel, Gretchen Cosby. (5)

SUBJECT: FY2024 BUDGET ADJUSTMENTS

FC 24-077 Motion: To approve and forward to the Board of Commissioners the FY2024 budget adjustments per the attached schedule.
Moved by: Moss

The motion passed with the following votes: Yeas: Roger Belknap, Joe Moss, Kendra Wenzel, Rebekah Curran, Gretchen Cosby. (5)

SUBJECT: COMMITTEE REPORTS

1. Treasurer's Financial Month End Update-Cheryl Clark, Ottawa County Treasurer, gave the monthly update.

2. Hudsonville TIF Presentation-Becky Huttenga gave her presentation on TIF during the discussion portion of Motion FC 24-074.

SUBJECT: PUBLIC COMMENT

1. David Barnosky-Port Sheldon Township

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 10:57 a.m.

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	07/02/2024
Requesting Department:	Administration
Submitted By:	Stephanie Roelofs
Agenda Item:	Statement of Review

Suggested Motion:

To approve the Statement of Review.

Summary of Request:

Mileage payments to Commissioners per the Commissioners' Mileage Policy.

Financial Information:

Total Cost:	$662.63	General Fund Cost:	$662.63	Included in Budget:	☑ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 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:

Commissioner Mileage Voucher

To: Roger Bergman **Date:** June 30 2024

Address:
City:
State:
Zip:

Dept: 10111501 860000

Date	Description	Miles	Current Rat	Amount
May 2 2024	CHAMBER EVENT	8.00	$0.670	$5.36
May 7 2024	PLANNING & POLICY	28.00	$0.670	$18.76
May 14 2024	COMMISSION MEETING	28.00	$0.670	$18.76
May 22 2024	LLOYD'S BOYOU	6.00	$0.670	$4.02
May 28 2024	COMMISSION MEETING	28.00	$0.670	$18.76
May 30 2024	FAMILY JUSTICE RIBBON CUTTING	28.00	$0.670	$18.76
June 4 2024	PLANNING & POLICY	28.00	$0.670	$18.76
June 11 2024	COMMISSION MEETING	28.00	$0.670	$18.76
			$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Total Mileage:	182.00	$0.670	$121.94

Commissioner Mileage Voucher

To: *Gretchen Cosby* **Date:** *April 1 2024*

Address: **Dept:** *10111501 860000*

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
April 2 2024	Finance and Administration Committee Meeting	28.00	$0.670	$18.76
April 9 2024	Board of Commissioners Meeting	28.00	$0.670	$18.76
April 10 2024	Road Commission Quarterly Meeting	28.00	$0.670	$18.76
April 16 2024	Health and Human Services Committee Meeting	28.00	$0.670	$18.76
April 17 2024	Meeting with Constituent	20.00	$0.670	$13.40
April 22 2024	MACC meeting	22.00	$0.670	$14.74
April 23 2024	BOC	28.00	$0.670	$18.76
April 25 2024	Meeting with Commisioners	28.00	$0.670	$18.76
April 26 2024	CMH Board 50%-64955020 860000 - 50%-64955029 860000	28.00	$0.670	$18.76
			$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Total Mileage:	238.00	$0.670	$159.46

Commissioner Mileage Voucher

To: *Gretchen Cosby* **Date:** *May 1 2024*

Address: **Dept:** *10111501 860000*

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
May 1 2024	*Lakeshore Advantage*	*10.00*	*$0.670*	*$6.70*
May 7 2024	*Finance and Administration Committee Meeting*	*28.00*	*$0.670*	*$18.76*
May 10 2024	*Legislative Forum*	*28.00*	*$0.670*	*$18.76*
May 14 2024	*Board of Commissioners Meeting*	*28.00*	*$0.670*	*$18.76*
May 17 2024	*Budget Meeting*	*28.00*	*$0.670*	*$18.76*
May 21 2024	*Health and Human Services Committee Meeting*	*28.00*	*$0.670*	*$18.76*
May 22 2024	*Value Stream Mapping*	*28.00*	*$0.670*	*$18.76*
			$0.670	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Total Mileage:	*178.00*	*$0.670*	*$119.26*

Commissioner Mileage Voucher

To: *Gretchen Cosby* **Date:** *June 1 2024*

Address: **Dept:** *10111501 860000*

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
June 3 2024	*CMH Board 50%-64955020 860000 - 50%-64955029 860000*	*28.00*	*$0.670*	*$18.76*
June 4 2024	*Finance and Administration Committee Meeting*	*28.00*	*$0.670*	*$18.76*
June 5 2024	*Meeting with constituent*	*9.00*	*$0.670*	*$6.03*
June 6 2024	*Meeting with constituent*	*18.00*	*$0.670*	*$12.06*
June 10 2024	*Meeting with constituent*	*5.00*	*$0.670*	*$3.35*
June 11 2024	*Board of Commissioners Meeting*	*28.00*	*$0.670*	*$18.76*
June 12 2024	*Meeting with constituent*	*10.00*	*$0.670*	*$6.70*
June 17 2024	*Meeting with constituents*	*5.00*	*$0.670*	*$3.35*
June 18 2024	*HHS and Talent and Recruitment*	*28.00*	*$0.670*	*$18.76*
June 28 2024	*CMH Board 50%-64955020 860000 - 50%-64955029 860000*	*28.00*	*$0.670*	*$18.76*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Total Mileage:	*187.00*	*$0.670*	*$125.29*

Commissioner Mileage Voucher

To: *Joe Moss* **Date:** *June 27 2024*

Address: **Dept:** *10111501 860000*

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
June 4, 2024	Policy and Planning Meeting	32.00	$0.670	$21.44
June 11, 2024	Board of Commissioners Meeting	32.00	$0.670	$21.44
June 18, 2024	HHS Meeting	32.00	$0.670	$21.44
June 24 2024	Art Trust Reception	32.00	$0.670	$21.44
June 27 2024	Radio Interview	46.00	$0.670	$30.82
		0.00	$0.670	$0.00
		0.00	$0.670	$0.00
		0.00	$0.670	$0.00
		0.00	$0.670	$0.00
		0.00	$0.670	$0.00
		0.00	$0.670	$0.00
			$0.670	$0.00
	Total Mileage:	174.00	$0.670	$116.58

Commissioner Mileage Voucher

To: *Douglas R. Zylstra* **Date:** *June 28 2024*

Address: **Dept:** *10111501 860000*

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
June 11 2024	*Board of Commissioners Meeting*	*30.00*	*$0.670*	*$20.10*
			$0.670	*$0.00*
			$0.670	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Pick From List		*$0.670*	*$0.00*
	Total Mileage:	*30.00*	*$0.670*	*$20.10*

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	07/02/2024
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Accounts Payable for May 27, 2024 through June 21, 2024.

Suggested Motion:

To approve the general claims in the amount of $14,748,634.92 as presented by the summary report for May 27, 2024 through June 21, 2024.

Summary of Request:

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

Financial Information:

Total Cost:	$14,748,634.92	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 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: Board of Commissioners

Summary of Request Continued:

Total CHECKS | EFTs | WIRES		
Ottawa County Where Freedom Rings	Dates:	May 27, 2024
	to	June 21, 2024
	Total of all funds:	$14,748,634.92

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:

$14,748,634.92

K Karasinski

Karen Karasinski

Fiscal Services Director

6-20-24

Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, July 2, 2024

Joe Moss, Chairperson

Board of Commissioners

Justin Roebuck

Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: May 27, 2024

to June 21, 2024

Total of all funds: $14,748,634.92

222	MENTAL HEALTH FUND	$5,129,391.24
681	RETIREMENT BENEFITS FUND	$1,735,337.88
101	GENERAL FUND	$1,438,985.91
703	TAX COLLECTION CUSTODIAL FUND	$1,352,495.25
675	EMPLOYEE BENEFITS FUND	$1,085,318.17
408	PARKS CAPITAL PROJECTS FUND	$865,123.71
469	BLDG AUTHORITY CONST PROJ FUND	$593,745.83
100	GF IMPREST PAYROLL FUND	$339,381.46
801	DRAINS SPECIAL REV FUND	$302,403.90
701	GEN CUSTODIAL FUND	$291,826.28
106	BOARD INITIATIVES FUND	$200,000.00
636	INNOVATION AND TECHNOLOGY FUND	$194,465.84
223	MENTAL HEALTH MILLAGE FUND	$175,660.60
710	DISTRICT COURT CUSTODIAL FUND	$158,034.10
221	HEALTH FUND	$142,140.16
292	CHILD CARE FUND	$114,046.42
655	TELECOMMUNICATIONS FUND	$112,972.16
218	OTHER GOVERNMENTAL GRANTS FUND	$107,253.92
208	PARKS AND RECREATION FUND	$87,187.95
260	PUBLIC DEFENDERS OFFICE FUND	$56,248.69
736	OPEB TRUST FUND	$42,478.35
266	SHERIFF CONTRACTS FUND	$40,698.05
645	COPIER RPLCMNT FUND	$28,541.00
712	CIRCUIT COURT CUSTODIAL FUND	$27,110.99
677	GENERAL LIABILITY & WC FUND	$24,680.50

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: May 27, 2024

to June 21, 2024

Total of all funds: $14,748,634.92

228	LANDFILL TIPPING FEES FUND	$22,816.88
711	PROBATE COURT CUSTODIAL FUND	$16,216.83
000	POOLED CASH FUND	$13,395.26
215	FRIEND OF THE COURT FUND	$12,962.70
401	CAPITAL PROJECTS FUND	$10,643.15
679	LONGTERM DISABILITY FUND	$10,102.23
290	DEPT HLTH HUMAN SERVICES FUND	$8,747.41
234	FARMLAND PRESERVATION FUND	$4,780.00
709	JUV CRT CUSTODIAL FUND	$1,548.02
256	REG OF DEEDS AUTOMATION FUND	$974.04
369	OC BUILDING AUTH DEBT FUND	$500.00
263	CONCEALED PISTOL LICENSE FUND	$381.84
516	DELINQUENT TAXES FUND	$28.15
257	EARLY VOTING FUND	$10.05
265	WEMET (SEPARATE COMPONENT)	$0.00
664	EQUIPMENT POOL FUND	$0.00
301	DEBT SERVICE FUND	$0.00
536	LAND BANK AUTHORITY FUND	$0.00
676	UNEMPLOYMENT FUND	$0.00
243	BROWNFIELD REDVLPMNT AUTH FUND	$0.00
255	HOMESTEAD PROPERTY TAX FUND	$0.00
872	INLAND LAKE IMPROVEMENT FUND	$0.00
262	FEDERAL FORFEITURE FUND	$0.00
286	AMERICAN RESCUE PLAN ACT FUND	$0.00
103	CELL TOWERS FUND	$0.00

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: May 27, 2024

to June 21, 2024

Total of all funds: $14,748,634.92

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
244	ECONOMIC DEVELOPMENT CORP FUND	$0.00
284	OPIOID SETTLEMENT FUND	$0.00
365	PUBLIC UTILITY BOND & INT FUND	$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	$0.00
518	DELINQUENT TAX #2 FUND	$0.00
680	COMPENSATED ABSENCES FUND	$0.00
714	INMATE CUSTODIAL FUND	$0.00
721	LIBRARY PENAL FINE 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 UTLTY MNTCE & OPER FUND	$0.00
102	STABILIZATION FUND	$0.00

Accounts Payable Vendor Disbursements
May 24 - June 21, 2024

Vendor	Total Amount
MICHIGAN, STATE OF	$ 2,873,505.83
MUNICIPAL EMPLOYEES	$ 1,735,337.88
PRIORITY HEALTH	$ 1,039,449.34
GRANGER CONSTRUCTION	$ 466,838.67
MOKA CORPORATION	$ 366,898.59
GEI CONSULTANTS OF M	$ 348,558.41
HERITAGE HOME INC	$ 282,285.18
HARBOR HOUSE MINISTR	$ 247,083.35
OTTAWA COUNTY MICHIG	$ 232,353.52
MCCORMICK SAND INC	$ 221,775.39
GOOD SAMARITAN	$ 219,695.00
OTTAWA COUNTY CENTRA	$ 219,601.63
OTTAWA COUNTY ROAD	$ 168,520.92
HOPE NETWORK BEHAVIO	$ 167,500.75
PREFERRED EMPLOYMENT	$ 167,116.06
BENJAMIN'S HOPE	$ 158,980.86
VAV OPERATIONS MI	$ 154,025.24
BEACON SPECIALIZED	$ 151,226.56
FLATROCK MANORS INC	$ 128,347.80
HOPE DISCOVERY ABA S	$ 119,721.02
COMMUNITY LIVING NET	$ 116,432.81
JP MORGAN CHASE **SEE APPENDIX A	$ 115,906.95
SAMARITAS	$ 115,548.21
TURNING LEAF	$ 106,288.02
GREAT LAKES RECREATI	$ 103,807.00
PINE REST CHRISTIAN	$ 97,096.92
REACH FOR RECOVERY I	$ 92,892.78
SENTINEL TECHNOLOGIE	$ 91,355.11
VITALCORE HEALTH STR	$ 90,741.34
POSITIVE BEHAVIOR SU	$ 88,832.95
DENNY'S EXCAVATING	$ 85,800.00
DELTA DENTAL PLAN OF	$ 75,513.97
PIONEER RESOURCES	$ 71,151.39
ZEELAND CITY OF	$ 69,477.89
BUSSCHER DEVELOPMENT	$ 68,156.00
ROXANN CATHERINE KLA	$ 64,867.52
LRE	$ 62,611.92
GUARDIANTRAC LLC	$ 59,618.52
WEX BANK	$ 58,992.42
WALLOON LAKE RECOVER	$ 51,800.56
BERGMARK CONSULTING	$ 50,994.73

Vendor	Total Amount
CONSUMERS ENERGY	$ 49,182.39
AMANI LLC	$ 47,868.96
CANTEEN SERVICES	$ 47,219.75
CHERRY STREET SERVIC	$ 47,158.95
LOCUMTENENS HOLDINGS	$ 46,909.55
LANDSCAPE DESIGN	$ 45,962.11
ADIA LLC	$ 45,282.32
NAYA GROUP LLC	$ 43,063.00
PRO CARE UNLIMITED	$ 41,811.95
ARBOR CIRCLE CORP	$ 41,511.04
KALLMAN LEGAL GROUP	$ 39,912.00
DEYOUNG & ULBERG DEV	$ 39,000.00
BETHANY CHRISTIAN SE	$ 38,675.47
FOREST VIEW HOSPITAL	$ 38,502.77
DIGNIFIED CARE LLC	$ 38,146.12
DLZ MICHIGAN INC	$ 37,616.93
Amber Ridge Apartmen	$ 37,493.04
ZAWADI USA LLC	$ 37,111.34
Ryan J Essenburg	$ 35,697.14
METROPOLITAN LIFE IN	$ 35,010.96
PENDOGANI GL LLC	$ 34,802.46
ENVIRO CLEAN SERVICE	$ 34,130.41
PREIN & NEWHOF	$ 33,543.85
MEYER RANDALL G	$ 33,182.21
GRAND HAVEN CITY OF	$ 31,336.71
LIVING HOPE HOME CAR	$ 31,282.75
INDIAN TRAILS CAMP	$ 30,772.01
INTERPHASE OFFICE IN	$ 30,481.34
DEWPOINT INC	$ 30,380.00
PROFESSIONAL REHABIL	$ 30,265.68
COPY-TECH	$ 29,961.92
EQUITABLE LEARNING	$ 28,837.98
ON DUTY GEAR LLC	$ 28,100.52
HOLLAND COMMUNITY	$ 27,900.00
LA BENEDICTION CO LL	$ 27,818.78
HARBOR HUMANE SOCIET	$ 27,551.50
WEBTECS INC	$ 27,272.00
HAVENWYCK HOSPITAL	$ 25,800.00
FULL CIRCLE CARE LLC	$ 24,250.08
EXTENDED GRACE	$ 24,233.33
CENTRIA HEALTHCARE L	$ 23,798.70
HP	$ 23,772.87
WILSON STUART T	$ 23,499.77
BUILDING MEN FOR LIF	$ 22,654.46
HOLLAND CITY OF	$ 22,492.20

Vendor	Total Amount
MERIT NETWORK INC	$ 21,416.00
SECOND STORY COUNSEL	$ 20,902.77
FAHEY SCHULTZ BURZYC	$ 20,892.18
LIFE EMS INC	$ 20,786.00
ENG INC	$ 18,871.32
DATAWORKS PLUS LLC	$ 18,668.75
GRAYSON KERRY	$ 18,602.86
CHILDREN'S ASSESSMEN	$ 18,333.34
PT SOLUTIONS INC	$ 18,134.42
GEORGETOWN SENIORS	$ 18,095.00
DEVELOPMENTAL ENHANC	$ 17,956.16
MCCABE ALAN	$ 17,363.80
CORNERSTONE AFC LLC	$ 17,092.09
YOUTH OPPORTUNITY	$ 17,050.00
RAWLINGS ROCHELLE	$ 16,855.93
RITE OF PASSAGE INC	$ 16,495.41
STILLSON POLLY KAY	$ 16,403.14
QUANTUM CONSTRUCTIO	$ 16,053.92
GRAND HAVEN BOARD	$ 15,728.80
WEST PUBLISHING CORP	$ 15,485.67
PHC OF MICHIGAN	$ 15,200.00
SCHOOL HEALTH CORP	$ 14,683.17
PITNEY BOWES INC	$ 14,400.00
MACHIELA JONATHAN A	$ 14,202.75
VERIZON WIRELESS	$ 13,838.69
ST JOHN'S HEALTH CAR	$ 13,780.21
APEX CONTRACTORS	$ 13,600.00
CRC RECOVERY INC	$ 13,577.90
KENT COUNTY CMH AUTH	$ 13,530.39
DAVID'S HOUSE MINIST	$ 13,420.00
OTTAWA COUNTY FSA	$ 13,395.26
HODGES LYDIA I	$ 13,052.86
THE SALVATION ARMY	$ 13,039.73
AGNUS DEI AFC HOME I	$ 12,788.65
SEDGWICK CLAIMS MANA	$ 12,604.50
FIDELITY SECURITY LI	$ 12,482.01
MIKA MEYERS BECKETT	$ 12,326.50
ALERA GROUP	$ 12,076.00
IMPERIAL DADE	$ 11,986.34
OTTAWA AREA INTERMED	$ 11,861.11
HANSMA STEPHANIE	$ 11,849.29
COOPERSVILLE CITY OF	$ 11,533.69
PROTOCALL SERVICES	$ 10,945.50
Caron P & Lori S Coo	$ 10,890.99
CSM SERENITY LLC	$ 10,771.88

Vendor	Total Amount	
BRECKON AMY JO	$	10,638.50
SEMCO ENERGY INC	$	10,595.23
AT&T CORP	$	10,529.51
FISHBECK THOMPSON	$	10,503.50
STRONG STACIE	$	10,279.29
CONTINENTAL AMERICAN	$	10,087.12
GOODWILL INDUSTRIES	$	9,643.23
CEIA USA LTD	$	9,524.80
PASSPORT LABS	$	9,404.59
HARTGERS FRITS	$	9,194.29
HOPE NETWORK REHABIL	$	9,167.94
BRAINTREE MANAGEMENT	$	9,163.00
CARAHSOFT TECHNOLOGY	$	9,128.68
WOOLLEY LYONEL E	$	8,713.74
NATIVE EDGE	$	8,555.15
WYNSMA CHERI LYNN	$	8,534.30
HOLLAND CHARTER	$	8,474.79
MEGLEY KEVIN B	$	8,469.73
OUR HOPE ASSOCIATION	$	8,465.85
ARBOR SOLUTIONS	$	8,250.00
HERNANDEZ HOME LLC	$	8,159.82
HARBOR HALL INC	$	7,988.53
HOLLAND CORNERSTONE	$	7,944.87
DALE A. & PAMELA M.	$	7,924.84
SPICER GROUP INC	$	7,846.00
GLAXOSMITHKLINE	$	7,802.26
EBRIMA DRAMMEH	$	7,737.91
MERCK SHARP & DOHME	$	7,720.11
APPLIED BEHAVIORAL S	$	7,702.36
Steven & Alyssa Chav	$	7,689.60
LUBINSKI NANCI LYNNE	$	7,656.11
Luke VandenBerg	$	7,617.87
VIP RESEARCH	$	7,500.00
LIFE CHOICE LLC	$	7,500.00
SPECTRUM HEALTH HOSP	$	7,465.00
KTD INC	$	7,370.00
DICKINSON WRIGHT PLL	$	7,246.00
ACORN HEALTH LLC	$	7,049.06
DELL COMPUTER CORP	$	6,885.00
HELMER ANGELA KAY	$	6,852.86
SCHEUERLE & ZITTA	$	6,842.73
WILSON & WYNN INTERV	$	6,800.00
RELIANCE COMMUNITY C	$	6,766.70
WESTERN MICHIGAN PAT	$	6,750.00
TRAC AUTISM CENTER	$	6,738.00

Vendor	Total Amount
HAPKE BARBARA E	$ 6,722.17
IT RESOURCE INC	$ 6,650.00
Eric J & Heather L S	$ 6,630.46
DRAMMEH EBRIMA	$ 6,629.04
Rachen & Matthew DeV	$ 6,614.34
KORTERING DAVID B	$ 6,600.00
KRAMER LINDA S	$ 6,542.86
KNIGHT WATCH INC	$ 6,460.79
HOLLAND BOARD OF PUB	$ 6,433.36
AMP ELECTRIC	$ 6,386.80
HUDSONVILLE CITY OF	$ 6,363.45
MID AMERICA SERVICE	$ 6,357.92
CONSILIUM STAFFING	$ 6,345.00
UNIQUE SHORT TREE	$ 6,307.00
SOUTHERN FOLGER	$ 6,280.97
KENT COMMUNICATIONS	$ 6,261.31
VONK ROBERT	$ 6,249.98
MICROGENICS CORPORAT	$ 6,234.38
ACTION CHEMICAL	$ 6,128.77
EXXEL ENGINEERING	$ 6,028.00
COMMUNITY GARAGE INC	$ 5,960.46
BARBIER BELINDA	$ 5,880.00
Eric & Maria Spreama	$ 5,828.08
APPLEWOOD LAW WINS	$ 5,801.48
GOPHER EXPRESS	$ 5,791.00
BASMAYOR CHRISTINA R	$ 5,767.86
Ronald M Woznick	$ 5,745.79
BETHESDA FARM	$ 5,694.80
Keto Family Trust	$ 5,572.12
M.C. SMITH ASSOCIATE	$ 5,556.00
OTTAWA COUNTY DEPUTI	$ 5,468.46
COMMUNITY HEALING CE	$ 5,413.55
THERACOM INC	$ 5,412.64
AMAZON CAPITAL SERV	$ 5,393.24
REPUBLIC SERVICES IN	$ 5,380.89
ROBERTS LESLIE	$ 5,371.29
ENRICHED LIVING	$ 5,297.28
CHARTER COMMUNICATIO	$ 5,275.87
WINDSCAPE LDHA LP	$ 5,223.00
CASE MANAGEMENT	$ 5,184.07
Micah & Christina M	$ 5,104.38
TELE-RAD INC	$ 4,960.00
COMMUNITY LIVING SER	$ 4,840.00
DAY SHEILA	$ 4,790.00
Jeffrey A & Marjorie	$ 4,772.66

Vendor	Total Amount
VIRIDIS	$ 4,742.50
MISDU	$ 4,658.80
HVG MILL PINE ASSOCI	$ 4,645.00
DAILY LIFE SKILLS IN	$ 4,637.12
RELIABLE ROAD SERVIC	$ 4,569.00
SPOELMAN MICHAEL A	$ 4,546.66
Meridith Klein	$ 4,501.88
KONE INC	$ 4,405.80
BEHAVIORAL RESOURCES	$ 4,390.00
JOHNSON BRADLEY R	$ 4,352.98
IKAZE HOME	$ 4,201.43
PEOPLES COMPANY	$ 4,180.00
SALE'S HEATING	$ 4,095.00
Kenneth L & Janice M	$ 4,094.31
FALCON WOODS	$ 4,028.00
GARCIA SANDY	$ 4,000.56
GOVERNMENTAL CONSULT	$ 4,000.00
NASTAD	$ 3,934.71
LAKESHORE CARE CORP	$ 3,930.37
Dennis J & Kathryn S	$ 3,924.26
MI REAL ESTATE MANAG	$ 3,915.00
Leah Cochran	$ 3,808.80
HOPE NETWORK WEST MI	$ 3,791.14
HENRY SCHEIN	$ 3,755.03
LAKESHORE ENVIRONMEN	$ 3,747.05
GLOBAL INDUSTRIAL	$ 3,727.05
BJ TRANSPORT	$ 3,700.00
HI-TONE CLEANERS	$ 3,671.57
GRAINGER INC	$ 3,658.07
SCHOLMA RANDALL	$ 3,642.50
OTTAWA, COUNTY OF	$ 3,618.03
Fransicsco R Tamargo	$ 3,592.45
MCKESSON MEDICAL	$ 3,576.93
TRIANGLE WINDOW FASH	$ 3,541.00
GRAPHIX SIGNS & EMBR	$ 3,522.95
TCS HOLDING COMPANY	$ 3,514.00
MALL CITY MECHANICAL	$ 3,468.69
EARLE PRESS	$ 3,461.10
UNIVERSITY TRANSLATO	$ 3,421.92
Jason & Kari Leeuw	$ 3,392.39
Christopher S & Brit	$ 3,356.03
OTTAWA COUNTY DEPUTY	$ 3,321.71
FRANKLIN SUSAN	$ 3,318.21
TREETOP PRODUCTS	$ 3,296.94
KOZAKIEWICZ JOSEPH	$ 3,295.00

Vendor	Total Amount
TRANE COMPANY	$ 3,271.00
GEORGETOWN TOWNSHIP	$ 3,220.21
Jonathan & Danielle	$ 3,206.96
WMIPM	$ 3,199.00
BAYSHORE HOLDINGS	$ 3,187.50
JENISON CRAIG	$ 3,177.93
HUDSONVILLE TRANSMIS	$ 3,168.57
TAMMI TWENTYMAN	$ 3,143.00
Daniel & Erica VanDy	$ 3,105.26
KERKSTRA PORTABLE	$ 3,085.00
BRG MANAGEMENT LLC	$ 3,073.00
MRG-TRANSLATIONS	$ 3,022.50
HOLLAND BPW	$ 3,020.00
TAMARA ELIZABETH MIL	$ 3,000.00
KAJOVID PROPERTIES	$ 3,000.00
BORGMAN OF HOLLAND	$ 3,000.00
Valerie McKnight	$ 2,930.62
PARKWAY ELECTRIC & C	$ 2,922.00
WATKINS PHARMACY	$ 2,911.00
MICHAEL BRASHEARS	$ 2,898.85
WEST SHORE COUNSELIN	$ 2,898.75
VEGA JOHN	$ 2,890.00
CDW GOVERNMENT INC	$ 2,849.97
Derek Case	$ 2,787.31
AUTISM OF AMERICA	$ 2,768.64
DONALD TUMMEL	$ 2,747.00
WINTERSUN REALTY	$ 2,700.00
RAMOS DAVID	$ 2,688.00
MEDIATION SERVICES	$ 2,670.00
Michigan Tax Appeal	$ 2,667.02
JDCO HOLDINGS LLC	$ 2,643.00
KELLEIGH MELISSA	$ 2,600.00
LANGUAGE LINE SERVIC	$ 2,551.80
Randall J Klomp	$ 2,523.04
Josiah F & Bobbie L	$ 2,516.12
CORNERSTONE REAL EST	$ 2,509.00
VOLTAGE CONTROL LLC	$ 2,500.00
COLEMAN KENYATTA KAT	$ 2,483.32
ABA GOLDEN STEPS MI	$ 2,474.06
MEIJER C/O LOSS PREV	$ 2,461.00
COMMUNITY ACTION	$ 2,430.00
COMMUNITY LIVING OPT	$ 2,385.67
BIZSTREAM	$ 2,355.00
SOUTHWEST AFC LLC	$ 2,341.43
PLATINUM LIVING LLC	$ 2,341.43

Vendor	Total Amount	
PINE RIDGE ADULT CAR	$	2,341.43
LIFE THERAPEUTIC SOL	$	2,340.90
WALMART C/O LOSS PRE	$	2,317.00
COLLAR DEVIN	$	2,252.35
R&S NORTHEAST	$	2,222.43
PRINTING SYSTEMS INC	$	2,175.86
YELLOW LIME CREATIVE	$	2,175.00
PREST & ASSOCIATES	$	2,154.00
RTH SERVICES LLC	$	2,150.00
MATTHEW BRIGGS	$	2,146.00
ANCHORAGE WEST LLC	$	2,144.00
SPEEDWAY PREPAID CAR	$	2,137.95
Scott Murphy	$	2,122.20
LEXISNEXIS COPLOGIC	$	2,065.00
CLARK ASSOCIATES	$	2,007.00
ERIC NESS	$	2,000.00
AUTISM SOCIETY OF CO	$	2,000.00
BERGHUIS PSYCHOLOGIC	$	2,000.00
MORITZ, JOHN, LAW OF	$	1,995.93
JMAX TRANSPORTATION	$	1,995.00
PEAK PERFORMERS	$	1,978.90
Debra J Lewis	$	1,976.17
William G & Nancy Ha	$	1,948.92
RIVER CREST SPECIAL	$	1,937.00
HUDSONVILLE TOWING	$	1,937.00
Jeffrey D Miedema	$	1,932.66
FARHAT PSYCHOLOGICAL	$	1,925.00
SUNSHINE PROPERTIES	$	1,919.00
PURDY RAYMOND	$	1,907.11
Emily L Mulder	$	1,869.34
SMITH THOMAS	$	1,867.53
Jodi L Bliss	$	1,845.27
OUTDOOR HOME SERVICE	$	1,829.00
Ashley & Bryan Hendr	$	1,826.82
SPARKS BEHAVIORAL	$	1,818.00
Patrick & Cheryl Cro	$	1,801.64
MICHIGAN INDOOR	$	1,800.00
PETERSEN RESEARCH CO	$	1,800.00
LIGHTHOUSE PROPERTY	$	1,795.00
VICKI VARGO	$	1,793.00
PREVENTION RESEARCH	$	1,790.00
CONTRACT LOGIX LLC	$	1,788.00
COMISKEY RICHARD	$	1,780.00
MICHIGAN GAS	$	1,777.85
JOANNE HOEKSEMA	$	1,760.00

Vendor	Total Amount	
GRAND HAVEN CHARTER	$	1,749.50
MLIVE MEDIA	$	1,727.26
CAMP SUNSHINE	$	1,725.50
BRUMMELS SALES	$	1,718.00
LIAISON LINGUISTICS	$	1,715.92
FERRYSBURG CITY OF	$	1,706.39
FIRE PROTECTION PROS	$	1,702.75
BRINKS & ARNOLDINK	$	1,700.00
GENOA HEALTHCARE LLC	$	1,684.71
Joseph & Judith Groc	$	1,680.25
INSIGHT PUBLIC SECTO	$	1,669.50
QONVERGE LLC	$	1,666.67
KHAMMANIVONG ANOUSON	$	1,665.00
THE WHARF MARINA	$	1,633.81
SMART SOURCE LLC	$	1,616.75
JACOB ZIMMER	$	1,597.50
TOBER CHRISTINE	$	1,591.87
BUILD UP LLC	$	1,577.50
PRAISE SIGN COMPANY	$	1,563.89
NORTHERN LAKES COMMU	$	1,559.00
VREDEVELD HAEFNER LL	$	1,525.00
KML INC	$	1,525.00
SHORELINE SERVICES	$	1,515.00
WEST MICHIGAN OFFICE	$	1,510.20
INTEGRITY BUSINESS	$	1,509.37
BARKOW LAW COMPANY,	$	1,500.00
Eh Nwe Htoo	$	1,481.58
OTTAWA COUNTY SHERIF	$	1,445.00
VESTIGE GROUP	$	1,439.52
INTERCARE COMMUNITY	$	1,429.15
ODP BUSINESS SOLUTIO	$	1,413.19
EVERCOMMERCE SOLUTIO	$	1,405.35
GRAND RAPIDS THERAPY	$	1,397.50
STAPLES INC	$	1,349.22
PURCHASE POWER	$	1,314.81
SUPERMERCADO SANTA F	$	1,300.00
MULLER BLAYNE	$	1,300.00
COVENANT ENABLING	$	1,273.17
FOLEY BARBARA	$	1,270.64
CHARM-TEX INC	$	1,254.00
VILLAGE SELF STORAGE	$	1,240.00
AT&T	$	1,233.82
ECOLAB INC	$	1,233.42
PDDS BUYER LLC	$	1,207.02
VOLKER CRANE SERVICE	$	1,200.00

Vendor	Total Amount	
Jaqueline White	$	1,194.87
BRINKS INC	$	1,192.87
BEDNAREK ANNA	$	1,181.30
CUNNINGHAM DALMAN	$	1,157.84
ENTERPRISE FM TRUST	$	1,150.55
FARRIS NATHAN LOWELL	$	1,150.00
GATEHOUSE MEDIA MICH	$	1,126.65
REGENTS OF THE UNIVE	$	1,125.00
BLARNEY CASTLE OIL C	$	1,114.20
UNIVERSAL UTILITIES	$	1,108.27
CURCIO CHARLES	$	1,102.00
INTEGRITY TECH PARTN	$	1,101.70
JEFFREY NASH	$	1,093.67
ANTHONY LADELL WALKE	$	1,090.00
W AND M PROPERTY VEN	$	1,085.00
DEJONG ELDON	$	1,084.00
RIVERSIDE INTEGRATED	$	1,080.00
THORNELL BONNIE L	$	1,080.00
SPRING LAKE VILLAGE	$	1,077.67
DEAF INC	$	1,074.44
BIRD-CORTES DALE	$	1,060.00
TROAST AFZUL R	$	1,056.50
CLAYTON ZWART	$	1,050.00
DEMANN GREGORY S	$	1,026.00
TAYLOR OFFICE FURNIT	$	1,019.00
OTTAWA COUNTY INS	$	1,005.00
HOME SAFE HOME MICHI	$	1,005.00
KIESLER POLICE SUPPL	$	1,001.00
VRENI SAHLI	$	1,000.00
JACOB CIPCIC	$	1,000.00
GAYLE RILLEMA	$	1,000.00
CULINARY HOSPITALITY	$	1,000.00
COURTNEY BROOK HOLT	$	1,000.00
TRAFFIC & SAFETY CON	$	990.00
LUNA RAMON	$	989.00
JANUS RX	$	987.50
ACHTERHOF SHIRLEE B	$	970.00
DEREK SLAGER	$	970.00
MILLER CONSULTATIONS	$	963.34
T2 SYSTEMS CANADA	$	960.00
HAMMAN AMY	$	960.00
DTE ENERGY COMPANY	$	939.97
PEERBOLTS INC	$	938.98
DEPARTMENT OF HUMAN	$	932.69
TRADITIONS OF HOLLAN	$	932.00

Vendor	Total Amount	
LAKESIDE TOWING & RE	$	931.00
GH NORTH SHORE APTS	$	925.00
OPENGOV INC	$	908.03
FRIEND OF THE COURT	$	900.00
THE LIGHT BULB CO	$	898.68
BUNCE CRAIG	$	898.46
DEX YP	$	882.81
ALISON WESTRA	$	876.00
PRIEST ANDREW	$	873.88
OLD REPUBLIC SURETY-	$	872.00
LAW OFFICE OF KENNET	$	870.00
RONALD UPRIGHT	$	853.00
JACOB C DEBOER	$	853.00
ALTOGAS INC	$	847.14
YAYLIN LOPEZ	$	846.50
ZORN CHERYL	$	828.14
HIDDEN DUNES APARTM	$	825.00
BATTAGLIA GARY	$	825.00
WEST MICHIGAN DOCU	$	824.00
DAVID MILLER	$	820.00
FRANZBLAU DAVID	$	815.25
DAHL COOPER	$	810.00
ALLEN JENSEN	$	806.00
LINA MARIE ALCALA	$	800.00
GPM INVESTMENTS LLC	$	800.00
FIRST MERIT BANK	$	800.00
OTTAWA AREA ISD	$	796.00
STATE FARM INSURANCE	$	793.65
SANOFI-AVENTIS US IN	$	786.09
BOEREMA STEPHEN	$	767.00
FISH TALES INC	$	762.00
QUIST AMIE	$	761.05
12191 FELCH ST LDHA	$	760.00
LEITER FREDRIC	$	759.00
ALLIANCE ANALYTICAL	$	753.00
JUSTICE WORKS LLC	$	750.00
DANIEL & CAMERON GEO	$	750.00
ENNIS-FLINT	$	749.60
SHI INTERNATIONAL	$	747.35
SPRING LAKE PUBLIC S	$	745.00
RITE WAY PLUMBING &	$	740.60
A & R INVESTMENTS	$	732.00
THE DEPOT	$	720.00
FIDELITY LANGUAGE	$	717.66
SWART EDWARD C	$	712.50

Vendor	Total Amount	
GREATER OTTAWA CO	$	710.00
TRAPPERS COVE APARTM	$	706.00
MICHIGAN ASSOCIATION	$	700.00
EASYVOTE SOLUTIONS I	$	700.00
D.A. BLODGETT ST JOH	$	696.15
WAKEFIELD LEASING CO	$	692.70
DALE BIRD-CORTES	$	680.00
COMMUNITY CHOICE CRE	$	670.00
DAVID FORAKER	$	670.00
PLUMMER'S DISPOSAL	$	660.00
GH FLORAL LLC	$	660.00
Katherine & Banjamin	$	655.72
FOUNDATION SPECIALIS	$	650.00
CLAPP CHARLES	$	650.00
ANSWER UNITED	$	649.73
SCHIPPERS TRAVIS	$	649.00
ZOOM VIDEO COMMUNICA	$	639.68
SCHULTZ DAVID L	$	637.50
SLAIS TIMOTHY A	$	637.23
MARTINEZ FILADELFO	$	636.00
LAKESHORE PROPERTY	$	635.00
JACO CIVIL PROCESS I	$	631.71
TWO CUPS COFFEE CO	$	630.75
JAMIE PANCY	$	628.00
CRAN HILL MINISTRIES	$	625.00
WAVELAND PROPERTY MA	$	619.00
COMCAST HOLDINGS COR	$	616.55
CINCINNATI INSURANCE	$	613.00
ALLEGAN COUNTY DRAIN	$	609.47
ACHTERHOF EMILY	$	609.32
BARD KATELYN	$	606.42
THE RED SHED LLC	$	600.00
MARIANA HOEKSEMA	$	600.00
JAMIE DRISCOLL	$	600.00
LKM TOWING LLC	$	595.00
SUN COMMUNITIES INC	$	592.00
TRINITY HEALTH GRAND	$	580.18
BLACK RIVER RENTALS	$	576.00
CARRIER NICKOLAS	$	571.18
MJCT HOLDINGS INC	$	568.00
MULCH PRO LLC	$	565.00
TRINITY HEALTH	$	561.00
GABRIEL RUBIO	$	560.00
INFINISOURCE INC	$	551.20
ORTEGA KENDRA	$	550.00

Vendor	Total Amount
ANTAYA REBECCA	$ 549.47
ASSOCIATED LANGUAGE	$ 545.00
MOBIL OR J&H	$ 536.00
CISCO INC	$ 535.60
CRITCHLOW CURTIS	$ 530.30
AUTO ZONE C/O LOSS P	$ 530.00
THE ARC MUSKEGON	$ 525.00
POPPEN JARED	$ 520.30
KNOLL SHAWN	$ 519.52
GURRALA JEEVAN	$ 517.60
JEFFREY J VANHUIS -	$ 514.00
MICHIGAN TOWNSHIPS	$ 505.00
ADECCO USA INC	$ 504.63
EARTEK SERVICES	$ 501.84
US BANK TRUST COMPAN	$ 500.00
TONILYNN DEEMTER	$ 500.00
LITIA ALLEN	$ 500.00
GRETCHEN RUMOHR	$ 500.00
AMANDA VREDEVELD	$ 500.00
ADOLFO BARRETO	$ 500.00
ANN OR JEFF HOEKSTRA	$ 500.00
ARMIJO-GARCIA MARIA	$ 499.02
SIRCHIE ACQUISITION	$ 492.04
VELDMAN RICK	$ 487.50
TRANSUNION RISK AND	$ 483.20
CITY OF GRAND HAVEN	$ 481.39
MUSKEGON, COUNTY OF	$ 480.00
PENSKE TRUCK LEASING	$ 477.00
GRAND VALLEY TOWING	$ 475.00
SAUERS MICHELE	$ 473.36
RECOVERY ROAD LLC	$ 472.77
CHLYSTEK TYLER	$ 470.88
BROUWER MOLLY	$ 466.99
BORDEWYK BRADLEY	$ 466.32
HOSPITAL NETWORK	$ 460.00
MUNLEY MICHELLE	$ 458.75
BASTIEN AUSTIN	$ 458.28
PARK TOWNSHIP	$ 456.29
IBARRA RACHEL	$ 454.28
VASYL KOVALCHUCK	$ 452.00
SHAPE CORPORTATION	$ 450.00
ALLENDALE TOWING	$ 450.00
CHAMNESS TIFFANY	$ 449.50
ZEELAND BOARD OF PUB	$ 445.00
MICRGRAPHICS	$ 443.00

Vendor	Total Amount
CRIMINAL DEFENSE ATT	$ 440.00
BRIGGS JUANITA C	$ 436.00
VER DUIN LESLIE	$ 424.13
BOUMAN VICTORIA A	$ 419.00
COSTAR REALTY INFORM	$ 412.78
OTTAWA LIMITED DIVID	$ 410.00
MACATAWA PLUMBING	$ 407.00
JPR MARINE LLC	$ 403.85
MCCALLUM BARTHOLOMEW	$ 402.09
VIVIAN CAMERON	$ 400.00
PROGRESSIVE INSURANC	$ 400.00
DAVID SANCHEZ-SANCHE	$ 400.00
CINTAS CORPORATION N	$ 399.00
BRASSARD JOHN	$ 393.29
ROEBUCK JUSTIN	$ 392.22
ASH STEPHANIE	$ 387.44
DOTSON DAWN	$ 386.78
CHRISTIAN REFORMED C	$ 385.00
BARTHELEMY BRANDON	$ 383.10
MED-1 LEONARD LLC	$ 382.00
ARNOLD NICHOLAS	$ 376.67
NIEBOER THOMAS	$ 373.32
LAWRENCE TOWING LLC	$ 371.00
ROB OBBINK	$ 368.00
SOVA & KELLY P.C.	$ 367.71
TRIPLOG INC	$ 360.00
WOLVERINE POWER	$ 358.97
HELDER VERNON	$ 357.78
BRONSON ACADIA JOINT	$ 354.90
J&J COUNTRY PROPERTI	$ 354.00
WALTERS JONATHAN	$ 352.62
PATTERSON DENTAL SUP	$ 352.32
LINDE GAS & EQUIPMEN	$ 351.38
SOPHIA MCINTOSH	$ 350.00
RECTRAC	$ 350.00
CURTIS CATHERINE L	$ 348.00
GUARDIAN ALLIANCE TE	$ 346.00
HARLAN BERNARD	$ 340.00
SEALE RYAN	$ 337.68
GERENCER DEREK	$ 336.99
LAKE MICHIGAN AUTO P	$ 335.75
VILLANUEVA ANDREW	$ 335.69
SIELSKI PHILIP	$ 330.98
SET SEG INC**HLD PYM	$ 330.00
STEFFES THOMAS	$ 324.50

Vendor	Total Amount
ZWAK KYLE	$ 324.50
SMOES JON	$ 324.50
UPDYKE DUSTIN	$ 324.50
ROHLOFF JOSEPH	$ 324.50
WESTVEER ERIC	$ 324.50
DOUGLAS JAMES	$ 324.50
JOHNSON TREVOR	$ 324.50
BYTWERK DAVID	$ 324.50
BENNETT BRADLEY	$ 324.50
MORROW MICHAEL	$ 324.22
NIEBOER REBECCA	$ 323.61
WOLTERS ELECTRIC INC	$ 322.63
OTTAWA COUNTY BAR	$ 320.00
P&P WIRELESS	$ 313.14
RAMSEY WILLIAM	$ 312.89
WILLIAMSBURG PROPERT	$ 312.00
HAAS JOELLEN	$ 309.44
MACPHAIL SYDNEE	$ 308.82
S & S AUTO SALES	$ 300.00
SET/SEG	$ 300.00
WRIGHT TOWNSHIP	$ 300.00
WHEELS INCORPORATED	$ 300.00
MICHIGAN MUNICIPAL R	$ 300.00
MICHIGAN ASSESSORS	$ 300.00
MARCO PAULO HOMEN	$ 300.00
HOSPITALIST PROFESSI	$ 300.00
CONTROL DYNAMICS	$ 300.00
BETTEN BAKER FORD	$ 300.00
JUVENILE COURT ASSOC	$ 295.00
JOHANNES BOOT	$ 294.24
DERKS NICHOLE	$ 293.14
MICHAEL S KARSTEN	$ 293.00
MOUNGKHOUN THONGKHOU	$ 292.44
GONZALES ABRAHAM	$ 291.45
CLARK CHERYL	$ 291.06
JAMESTOWN CHARTER	$ 286.43
SCHENKEL JASON	$ 285.68
ALLENDALE CHARTER	$ 283.06
BOYD TRISTA	$ 281.24
VANDERZWAAG ROBERT	$ 280.47
RAMIRO VILLARREAL JR	$ 270.00
FAMILY FARE - ALLEND	$ 270.00
GONZALES JOSHUA	$ 266.89
CHASE CARD SERVICES	$ 263.66
CALDER CITY TAXICAB	$ 263.00

Vendor	Total Amount	
WOLBRINK LISA	$	262.64
RELIC ENGRAVING	$	260.00
FLAGSTAR BANK - MAIL	$	260.00
CUNNINGHAM CLARK	$	260.00
MASKO REYNA	$	259.68
LANSING SANITARY SUP	$	259.40
STREATS LLC	$	259.00
KERMEEN LEANNA	$	254.39
CXTEC	$	253.86
MIREYA CHANTEL HUGHE	$	253.00
HEATHER RENAE CAMPBE	$	253.00
HALL MATTHEW	$	250.32
TAMI WONDERGEM	$	250.00
VICTORIA BENAVIDEZ	$	250.00
ROBIN HALL	$	250.00
SARAH ROCAFORT	$	250.00
WENDY MACKELLER	$	250.00
STACY DOOD	$	250.00
TRACY MELVILLE	$	250.00
WENDY TODD	$	250.00
TRACY BURRI	$	250.00
SUMMER RAE	$	250.00
KAYLEE BROCKER	$	250.00
LEN DEVISSER	$	250.00
KRISTI WOLBRINK	$	250.00
PAULA REXFORD	$	250.00
KELLY KIRKLAND	$	250.00
NATASHA THANNHAUSER	$	250.00
KELLI HUIZEN	$	250.00
NICCOLO MAIORCA	$	250.00
LINDA SOWLES	$	250.00
MELISSA EISENHAUER	$	250.00
PAUL ROBINSON	$	250.00
JENNIFER DOUGHERTY	$	250.00
DONALD ROBERT CLAVET	$	250.00
JODY MAHONEY	$	250.00
ARDEN LAMERE	$	250.00
AMANDA WILLS	$	250.00
BRANDON TUINSTRA	$	250.00
CINDY SCHOLMA	$	250.00
BRIANNE BLANKSMA	$	250.00
CINDY GABEL	$	250.00
BRADLEY WIERENGA	$	250.00
ANGIE DEMOTT	$	250.00
CHRISTINA STEINER	$	250.00

Vendor	Total Amount
ANGELA GARLAND	$ 250.00
ANNA SMITH	$ 250.00
ROSS TIBBETS	$ 246.31
MATTHEW BENDER	$ 243.10
KASANDRA MARIE YEOMA	$ 240.00
REICHARDT JAMES	$ 239.12
JOSE GOMEZ	$ 237.76
SOUTH VICKI	$ 236.51
KORI DEWITT	$ 236.00
LATITUDE SUBRAGATION	$ 235.00
CASEY TACI	$ 225.12
WESCO	$ 225.00
SANCHEZ RACHEL	$ 222.98
CHARTERS ERIK	$ 221.10
CORI DAILEY	$ 220.00
ZEELAND CHARTER	$ 219.79
HICKS ANDREW	$ 219.24
GOODELL AARON	$ 218.15
MCLAREN JANICE	$ 217.08
TALLMADGE CHARTER	$ 211.50
AUTO OWNERS INSURANC	$ 210.00
AARON JANOSKY	$ 210.00
MIKE BAAUW	$ 209.00
JONAS SUSAN	$ 206.70
PETERSON LAURA	$ 205.02
ALWARD ROBERT	$ 203.68
KUECHENMEISTER ELIZA	$ 202.36
TALLENT JOHN-PAUL	$ 201.00
DANDRON MARY	$ 200.06
SELECTIVE INSURANCE	$ 200.00
SCHOLTEN FANT PC	$ 200.00
TRUGREEN - DANA LEE/	$ 200.00
STATE OF MICHIGAN -	$ 200.00
MARIA OR REINALDO MA	$ 200.00
KNOLLWOOD ESTATES	$ 200.00
MARTHA HOEWE	$ 200.00
LAKESHORE PARTNERSHI	$ 200.00
KENNETH LAMPE	$ 200.00
MARGARET DEBRUYN	$ 200.00
PATTERSON JANE	$ 200.00
LKQ WEST MICHIGAN	$ 200.00
GALLAGHER BASSETT SE	$ 200.00
JODY SCHAENDORF	$ 200.00
HERTZ RENTAL CAR	$ 200.00
EDGAR RODRIGUEZ-LUNA	$ 200.00

Vendor	Total Amount
GAGE MOTOR MALL	$ 200.00
ENTERPRISE C/O LOSS	$ 200.00
GRAND RAPIDS BAR ASS	$ 200.00
CRISIS PREVENTION IN	$ 200.00
ABSOLUTE SECURITY &	$ 200.00
DUBAULT AMY	$ 196.98
WILKINSON CARA	$ 194.30
BAZANY PAT	$ 190.80
BEHRINGER JESSICA	$ 188.86
STILLWATER INVESTMEN	$ 188.00
MIRANDA GLENDA	$ 187.13
PEPPER THAD	$ 185.61
WEEMHOFF MEGHAN	$ 182.24
FIRST INTEGRITY TITL	$ 180.91
MUELLER LAW	$ 180.00
ENGINEERING SUPPLY	$ 180.00
BUSSCHER BRIAN	$ 179.56
GAMBY BRADLEY	$ 178.38
SCHUERCH CHRISTOPH	$ 176.50
THE ESTATE OF BRET	$ 175.00
NATHANIEL HERSHBERGE	$ 175.00
PRICE DEBORAH	$ 175.00
DYKSTRA BRANDON	$ 174.20
BALLARD WILLIAM	$ 171.39
JASSMINE TILMON	$ 170.00
HULSING JON	$ 167.50
OLIVE TOWNSHIP	$ 166.53
FIFTH THIRD BANK - W	$ 165.00
DRUZGAL REBECCA	$ 164.16
GROENINKS ELVATOR	$ 164.00
FWSBF	$ 163.68
SYMBOLARTS LLC	$ 160.00
NOAH BLACKBURN	$ 160.00
RUSSELL CELLULAR (VE	$ 159.50
LAKEVIEW COMMUNITY C	$ 158.00
HALEY GEIB	$ 158.00
BENNETT KARA	$ 157.05
SCELSI DAWN	$ 156.24
BOERMA ASHLIE	$ 155.44
TRI-CITIES HEATING-C	$ 155.00
WEST MICHIGAN CRIMIN	$ 155.00
OTTAWA COUNTY EMPLOY	$ 155.00
JEAN SINIGIRIRA	$ 155.00
BODBYL-MAST AMY	$ 154.10
BRANDON KATELYN	$ 152.76

Vendor	Total Amount
SEAVER FINISHING	$ 150.00
RYAN ALLEN SEARLES	$ 150.00
TONJA JOY VANDERVEEN	$ 150.00
STUART LIPPMAN AND A	$ 150.00
PETER SASS	$ 150.00
FIDELITY NATIONAL TI	$ 150.00
HOLLAND MOTOR HOMES	$ 150.00
KATHERINE SARAH STER	$ 150.00
KAREN KOLK	$ 150.00
KARIN SISSON	$ 150.00
ADAM GONZALEZ	$ 150.00
CARDENAS STEPHANIE M	$ 150.00
ANCHOR REAL ESTATE &	$ 150.00
ALESHA RUSSELL	$ 150.00
JENISON JACOB	$ 145.42
MIERAS ANN	$ 145.00
BARBARA LYNN FEHLIG	$ 144.00
MEIJER	$ 142.00
STATE FARM FIRE AND	$ 140.00
CROESE GABRIELA	$ 140.00
ROBERTS CHAD	$ 139.36
SOUTER KENNETH M	$ 138.96
BULTHUIS TONI	$ 137.35
FRANKENMUTH MUTUAL I	$ 137.00
SANDS TERRANCE	$ 136.01
OTTAWA CO FOC EMPLOY	$ 135.00
LANE JANIA	$ 134.53
ACENTEK	$ 134.09
CHICAGO TITLE OF MIC	$ 133.68
BENNETT MARK	$ 130.92
RODRIGUEZ RAQUELIN	$ 130.85
SLUIS ELECTRIC	$ 130.00
ADRIAN MACIAS	$ 130.00
MCRAE ENTERPRISE LLC	$ 129.00
HOEKSEMA HANNAH	$ 128.71
BP GAS STATION C/O L	$ 128.00
SPECTRUM HEALTH	$ 125.00
MB DIVISION	$ 125.00
MICHIGAN MUNICPAL LE	$ 125.00
FIFTH THIRD BANK/RSC	$ 125.00
DANIEL BESTMAN	$ 125.00
BRENDAN VEENSTRA	$ 125.00
CINDY LEON	$ 125.00
NETSMART TECHNOLOGIE	$ 124.80
HINES ANALISIA	$ 124.62

Vendor	Total Amount
BOCANEGRA JUANITA	$ 123.50
KALINA ELEANORE HOZE	$ 123.00
LOPEZ, RAMON SOTO	$ 122.75
HOWELL JACKSON	$ 121.07
THE HARTFORD WESTERN	$ 120.00
KEVIN KIHNKE C/O MAG	$ 120.00
GRACE SKINNER	$ 118.50
SHEFFIELD KENDRA	$ 117.78
STATE OF MICHIGAN	$ 116.97
CRYSTAL FLASH LIMITE	$ 116.85
CLEAREDGE TITLE, INC	$ 116.22
PICKLER TINA	$ 115.91
DOCKERY BRANDI	$ 115.24
LISA DAVENPORT	$ 115.00
HOISINGTON BRUCE	$ 115.00
LEHNEN TRACEY	$ 113.23
BROZOWSKI JENNIFER	$ 112.83
TODD ANNE	$ 112.42
LAUREN RAE VANDERLAA	$ 110.00
BROWN & BROWN OF MIC	$ 110.00
TUBERGEN JAY	$ 109.88
BLENDON TOWNSHIP	$ 108.24
BROWN NICOLE	$ 107.79
PARAGON SUBROGATION	$ 106.86
FRENSIS KOSTA	$ 106.00
CRYSTAL SANCHEZ	$ 105.24
DICK'S SPORTING GOOD	$ 104.80
HILL CARLA	$ 100.50
SNAP-ON SECURE CORP,	$ 100.00
ROBERT CARLTON	$ 100.00
SARAH VANDENHEUVEL	$ 100.00
ROGER KALMAN	$ 100.00
SHARON GATENS	$ 100.00
SPRING LAKE TOWNSHIP	$ 100.00
SARAH KLUZ	$ 100.00
TOM HIGBEE	$ 100.00
ROBYN RUSSELL	$ 100.00
VICKIE GOALEN	$ 100.00
STUART-LIPPMAN AND A	$ 100.00
RICHARD SUTPHIN	$ 100.00
SARAH WRIGHT	$ 100.00
SHEENA MEEUWSEN	$ 100.00
SHANNON BEATTY	$ 100.00
TRICIA DEGROOT	$ 100.00
SARA BECKETT	$ 100.00

Vendor	Total Amount
SARAH BROWN	$ 100.00
TRACY HITSMAN	$ 100.00
REBECCA BAKKER	$ 100.00
SUSAN MATTHEWS	$ 100.00
KELLY ARENDS	$ 100.00
LEILA PINA	$ 100.00
MASON KLEIN	$ 100.00
KATI WEAVER	$ 100.00
PAUL CORKINS	$ 100.00
PHILIP VINCENT	$ 100.00
NANCY BROWER	$ 100.00
LISA KRZYKWA	$ 100.00
LISA HAARSMA	$ 100.00
PAUL ALBERDA	$ 100.00
MICHELLE HOFSTEE	$ 100.00
MICHELLE HAUCH	$ 100.00
KATIE YATES	$ 100.00
LATITUDE SUBROGATION	$ 100.00
LISA VOLKEMA	$ 100.00
LEMMEN OIL CO	$ 100.00
PRASHANT PATEL	$ 100.00
MICHAEL VANDERVELDE	$ 100.00
JOY LOPEZ	$ 100.00
HEIDI JEWELL	$ 100.00
JULIA MASON	$ 100.00
JENNIFER ZYLSTRA	$ 100.00
JOSEPH AND SHEILA GO	$ 100.00
JENNY BENNETTS	$ 100.00
FEDERATED INSURANCE	$ 100.00
JESSICA APPEL	$ 100.00
ERIC VAN SCHELDER	$ 100.00
JACQUELINE ROSE	$ 100.00
GWYNN WATROUS	$ 100.00
HILARY BEEBE	$ 100.00
HEATHER LOPEZ	$ 100.00
EILEEN KING	$ 100.00
EMILY VANESS	$ 100.00
JAMIE DODSON	$ 100.00
JUDY KO	$ 100.00
KAITLYN SMITH	$ 100.00
JULIA SNOEYINK	$ 100.00
HOLLY GARRATT	$ 100.00
HOLLY BEEMER	$ 100.00
GVSU	$ 100.00
KATELYN FORTNEY	$ 100.00

Vendor	Total Amount	
JACOB BRAUN	$	100.00
FAITH FALKOWSKI	$	100.00
ERIN GORHAM	$	100.00
JOHN ELDERKIN	$	100.00
JESSICA KROON	$	100.00
JESSICA STRATTON	$	100.00
ACE HARDWARE C/O GEO	$	100.00
DANIEL VERDUIN	$	100.00
ANGIE VANDERWEST	$	100.00
AILEEN RITTNER	$	100.00
DAVID HOUTING	$	100.00
AMY BRILLHART	$	100.00
AMBER GRIFFEN	$	100.00
BECKY SONERAL	$	100.00
CHURCH MUTUAL INSURA	$	100.00
AMY HOEKSTRA	$	100.00
DAVID & MARLENE GARD	$	100.00
BEN TALSMA	$	100.00
CINDY NORTHON	$	100.00
BANK OF AMERICA	$	100.00
CITY OF HOLLAND	$	100.00
ANN DOANE	$	100.00
DEPARTMENT OF ATTORN	$	100.00
BETTY DOERING	$	100.00
BEST BUY	$	100.00
BRENDA TOWER	$	100.00
TINHOLT HOPE	$	99.00
WAITE LOREEN	$	96.28
KAAT'S WATER COND	$	95.00
CITY OF FERRYSBURG	$	94.89
MEIJER INC	$	93.68
WISMAN LISA	$	93.13
BAUM SHAWNA	$	93.00
NORTH OTTAWA COMMUNI	$	92.32
IRONGATE TITLE AGENC	$	91.87
SCHMIDT DIANA	$	90.00
VANOSDOL ZACHARY	$	88.56
OFFICE MACHINES	$	87.90
CHIDESTER AMY	$	87.10
SUBWAY C/O LOSS PREV	$	86.00
DEVOS SABRINA	$	86.00
DEKKER AIMEE	$	85.02
GORDON WATER SYSTEMS	$	84.19
FEYEN MARK	$	81.74
LEFFMAN SAMANTHA	$	80.74

Vendor	Total Amount
INFINITY BLLING ENT	$ 80.52
NAGY CHRISTOPHER	$ 80.40
TIMOTHY STRAZANAC	$ 80.00
LATYRA OSBORNE	$ 80.00
NANCY GRACE YOUNG	$ 80.00
HUNTINGTON NATIONAL	$ 80.00
GIDDINGS ELIZABETH	$ 79.73
Martin & Laura Walkl	$ 78.76
KLEMPLE FARM CONDOMI	$ 77.50
SACHS PAUL	$ 76.38
REDI-RENTAL	$ 75.00
SCHNEIDER TIRE	$ 75.00
MDOT C/O LISA KENT	$ 75.00
MIKE SABATINO	$ 75.00
MACATAWA BANK	$ 75.00
MAURIE'S DOOR SERVIC	$ 75.00
MICHELE LYNN GOODMAN	$ 75.00
HASTINGS MUTUAL INSU	$ 75.00
FEDERAL INSURANCE CO	$ 75.00
GEORGETOWN CHARTER T	$ 75.00
GLORIA ELLIOTT	$ 75.00
HANOVER INSURANCE CO	$ 75.00
BRIAN STAUFFER	$ 75.00
CONSUMERS CREDIT UNI	$ 75.00
BETTY BOSSE	$ 75.00
HOEGEN CANDICE	$ 74.84
DAKOTA VERHEIJ	$ 73.89
OMAR RAWLS	$ 73.20
PARDA FEDERAL CREDIT	$ 72.00
UTTING DAVID	$ 71.09
WELLSPRING COMMUNITY	$ 70.00
CONTROL SOLUTIONS IN	$ 70.00
MESMAN TYLER	$ 69.68
VANHORSSEN BARB	$ 66.80
VANDERKLOK RICHARD	$ 66.80
METCALF SANDRA	$ 66.80
WHITEHALL BUILDING C	$ 66.67
THOMAS KUIPER	$ 66.66
JAMES KASACK	$ 66.66
BARBER TONYA	$ 66.33
BARBARA BYTWERK	$ 65.00
Park Township Treasu	$ 64.26
RICHARD HARPER	$ 64.07
TOTAL COURT SERVICES	$ 62.50
GIRMSCHEID BRITTA	$ 61.64

Vendor	Total Amount
SAMANTHA JO ZWIERS	$ 60.00
MIKE KOSLEK	$ 60.00
EDMAR MANUFACTURING	$ 60.00
CONNIE VANDERZWAAG	$ 60.00
DARIUS DEANDRE HILL-	$ 60.00
BRIAN THATCHER	$ 60.00
AMERICAN EXPRESS - M	$ 60.00
ROSA SULLIVAN	$ 59.19
PETERMAN EMMA	$ 59.10
TOVEY ROBERT	$ 58.96
BEN'S RUBBER STAMPS	$ 58.90
HEADLEY KELLI	$ 58.29
LAKESHORE MIDDLE SCH	$ 57.81
BONTER MOLLIE	$ 56.95
AIRGAS USA LLC	$ 56.72
MITCHEM BRANDI	$ 55.22
ACTION GLASS	$ 55.00
ROBINSON TOWNSHIP	$ 54.95
RONALD HAYES	$ 54.70
MERANDA SILLS	$ 54.50
BARRY KENNETH	$ 54.27
WIERSMA DALE	$ 52.26
FELGNER SHANNON	$ 51.59
DE HAAN KATHARINE M	$ 50.92
CHRIST MEMORIAL CHUR	$ 50.82
TRINA WARD	$ 50.00
TEMA JORDAN	$ 50.00
TIMOTHY MAUCH	$ 50.00
ROBERT FELDKAMP	$ 50.00
ROBIN MCRAE	$ 50.00
WILLIAM EHMANN	$ 50.00
PADNOS IRON & METAL	$ 50.00
LIBERTY MUTUAL GROUP	$ 50.00
NORMA WOLFE C/O JOSE	$ 50.00
KEEGAN DAWES	$ 50.00
MDHHS CASHIER UNIT	$ 50.00
LONG RANGE ARCHERY	$ 50.00
MATTHEW ANNETT	$ 50.00
LOWELL TOWNS JR	$ 50.00
MARIA RAYA	$ 50.00
MARIE ROACH	$ 50.00
MICHIGAN MILLERS MUT	$ 50.00
MAGNA MIRRORS NORTH	$ 50.00
HELEN RINEHART	$ 50.00
ESTATE OF FELIX BERN	$ 50.00

Vendor	Total Amount
GREGORY VARELA	$ 50.00
FAMILY FARE	$ 50.00
GRAND HAVEN STEEL PR	$ 50.00
ISABELLE JEURINK	$ 50.00
ITTY BITTY BAR	$ 50.00
ICON SHELTER SYSTEM	$ 50.00
BETTY CURL	$ 50.00
COACH ROAD CAPITAL,	$ 50.00
BROTHERHOOD MUTUAL I	$ 50.00
BRYTTNEY LEE BIRKHOL	$ 50.00
DENNIS HAGUE	$ 50.00
DESTINEY GALLOP	$ 50.00
DAYS INN MOTEL	$ 50.00
CHERYL VANDENBERG	$ 50.00
CHRISTOPHER LUCARELL	$ 50.00
CHRISTOPHER BOSGRAAF	$ 50.00
ANDREA PACHECO	$ 50.00
ZELICHOWSKI ERIC	$ 49.58
WEST MICHIGAN UNIFOR	$ 48.16
THE ESTATE OF MICHAE	$ 48.00
ROTMAN ERIN	$ 47.98
ARIZOLA ESTHER	$ 47.10
AAA	$ 46.94
FINDLAY TIMOTHY	$ 46.90
SAMUEL LAMPE	$ 46.00
MORROW MICHELLE	$ 45.56
KEVIN BOSCH	$ 45.00
KRISTY NYHOFF	$ 45.00
BEST WESTERN HOTEL	$ 45.00
MURPHY RODGER	$ 44.89
DRAKE TAMARA	$ 41.00
KYLE MORROW	$ 40.00
JON & MICHELLE MARTE	$ 40.00
FEDERAL EXPRESS CORP	$ 39.98
JOSHUA WOLF	$ 39.70
UGANSKI LISA	$ 37.52
RICK DEJONGE	$ 37.50
SCHULTZ ELIZABETH	$ 37.50
PARISH NIJEE-JEKEL M	$ 37.50
PLANTENGA'S CLEANERS	$ 36.09
KLAVER GERARD	$ 36.00
MCCOY TAMI	$ 35.00
HAMPTON INN	$ 35.00
POTTER LAUREN	$ 34.84
HERZHAFT KIMBERLY	$ 34.84

Vendor	Total Amount	
MIKE VANDERPLOEG	$	34.71
VOSBURG-ACHTERHOF LE	$	33.50
JAMES WOLTZ	$	32.50
BAIR MICHELLE	$	30.15
SOLOWAY AND SONS	$	30.00
SAMUEL SKOGLER	$	30.00
ROSEMARY OR JOHN KLU	$	30.00
PATRICK OVERWAY	$	30.00
OLIVIA ANCIL ARENT	$	30.00
MEEMIC INSURANCE COM	$	30.00
FIFTH THIRD BANK	$	30.00
COLBY VANWYCK	$	30.00
BETTEN BAKER CHEVROL	$	30.00
BRITTANY SKYE WALKER	$	30.00
POLKTON CHARTER TOWN	$	29.97
PIERI JESSICA	$	29.48
TULIP CITY TRUCK STO	$	29.00
MERRYMAN SHERRI	$	28.15
HOLDEN STEVE	$	28.01
CHAU NEUNG	$	26.80
BOS MARK	$	25.46
TERRI TYLER	$	25.00
SPEEDWAY HOLLAND	$	25.00
REENDERS BLUEBERRIES	$	25.00
MEIJER, INC.	$	25.00
MARCUS DEWITT	$	25.00
LYNN & DENNIS DAUGHE	$	25.00
MIGUEL GONZALEZ JR	$	25.00
LAHAIE TERESA	$	25.00
PARKWAY AUTO	$	25.00
PAUL KLITZ	$	25.00
MARISSA & MITCHELL V	$	25.00
JOSEPH VREDEVELD	$	25.00
IMPACT FAB INC	$	25.00
ENCOVA MUTUAL INSURA	$	25.00
ERIC SNOVER	$	25.00
HOLLAND TRANSPLANTER	$	25.00
JULIE THOMPSON	$	25.00
ELIZABETH SHOEMAKER	$	25.00
BRADEN TREVINO	$	25.00
CINCINNATI INS. CO/R	$	25.00
DAVID CLEVERINGA	$	25.00
BETZOLD LAW	$	25.00
COMENITY ALLIANCE BA	$	25.00
PORT SHELDON TOWNSHI	$	24.98

Vendor	Total Amount	
GRAND HAVEN TRIBUNE	$	24.97
UNITED PARCEL SERVIC	$	23.74
LOWE MATTHEW	$	22.78
MCDONALD MORGAN	$	22.58
MAKAYLA LLOYD	$	22.50
TINA MARIE MONAHON	$	22.46
RENKEMA TAVIA	$	21.91
MARIA CONSUELO PUGA	$	21.90
CROCKERY TOWNSHIP	$	21.65
GULETA TEUMA	$	20.10
UNITED FEDERAL CREDI	$	20.00
TRANS PAC SOLUTIONS	$	20.00
SUZAN REENDERS	$	20.00
LAURA LEA WIESE	$	20.00
MEIJER INC.	$	20.00
HUNTINGTON BANK	$	20.00
JODI RICKFELDER	$	20.00
ESTATE OF BRET ANKEL	$	20.00
HOMER SLABAUGH	$	20.00
KARLA MINGERINK	$	20.00
HAMSTRA BUILDERS	$	20.00
TERPSTRA MADISON	$	19.70
PIESKE STEPHANIE	$	19.70
KUIPER JULIE	$	19.58
WALLACE JOHANNA	$	18.76
CHATFIELD DEBORAH	$	18.76
JONES JOSHUA	$	18.09
MANSARAY MARCIA	$	17.96
MEIJER HUDSONVILLE	$	17.78
LANGE ELIZABETH	$	17.29
ERIN MULLIS	$	17.00
JODI STEVENS	$	16.69
JODY STEVENS	$	16.69
DAIN PAUL STEWART	$	15.90
BRASSARD LORI	$	15.41
SCOTT AND KRISTI JON	$	15.00
MATTHEW MISNER	$	15.00
JULIE CAPLINGER	$	15.00
JO-LIN SCHLEBEN	$	15.00
ALEJANDRO CASTANEDA	$	15.00
ROBERT ROBERTSON JR	$	14.73
DAWN STEVENS	$	13.56
EASTLING JACKLYN	$	13.20
ELIZABETH OLENICZAK	$	13.00
CHRISTINE M KELLY	$	12.98

Vendor	Total Amount	
MDOC FEE PAYMENT PRO	$	12.50
ANA ISABELA GONZALEZ	$	12.50
TRUE VALUE HARDWARE	$	12.23
LOWES	$	12.23
VANDERHOFF CHELSEA	$	12.06
HUNT LOUIS	$	11.33
PAMELA JANEEN CLONCS	$	11.07
JENELL LYN KUIPERS	$	10.68
KWANTES MEGAN	$	10.05
SHANNON HAMMERLE	$	10.00
GRAND HAVEN SHELL	$	10.00
ERIN COLLINS	$	10.00
HOLLAND HOSPITAL	$	10.00
CHERYL CROSS	$	10.00
SCHMIDT MEGAN	$	9.85
BOERSEN JENNA	$	9.85
TOYS R USED	$	9.40
SAMANTHA JENNIFER TO	$	9.12
VAL MARIE HALEY	$	8.73
MARKUS DAISHAWN WALT	$	8.73
EMILY ELIZA MARTINEZ	$	8.73
KOOIMAN-HIRDES BRIAN	$	8.71
FERRIS PAMELA	$	8.71
MARI ISABEL MARTINEZ	$	8.34
COREWELL HEALTH	$	8.00
COBBLESTONE CRAFTS	$	7.77
COMERICA FPIS	$	7.50
DANIEL RYAN KAUFMAN	$	7.48
ERICA RENAE BULKOWSK	$	7.47
BLADEK ROBERT	$	7.37
CHAD UPTON	$	6.78
VAN HYDRAULICS INC	$	5.00
ERICA KAY VERHEY-BIS	$	5.00
DIANE SCOTT	$	5.00
STEPHEN PAMER	$	3.49
CHICAGO TITLE	$	2.00
CORELOGIC TAX SERVIC	$	2.00
Grand Total	**$**	**14,748,634.92**

***Appendix A: JP Morgan Chase**
Purchasing Card Transactions: April

Vendor	Total Amount	
AMAZON MKTPLACE PMTS	$	13,432.35
PAYPAL	$	10,552.58
SP * UBIQUITI INC.	$	2,756.88
CRYSTAL ENTERPRISES	$	2,336.49
MICHIGAN, STATE OF	$	2,295.17
GFS MKTPLC	$	2,229.80
ODP BUSINESS SOLUTIO	$	2,226.07
NATIONAL ASSOCIATION	$	1,800.00
LOWE'S HOME CENTERS	$	1,732.93
MEIJER	$	1,650.13
D BAKER & SON LUMBER	$	1,605.00
CROWNE PLAZA LANS	$	1,595.30
THE HOME DEPOT	$	1,562.92
GODADDY.COM	$	1,529.49
MICHWA	$	1,500.00
GOLFPIGEONCREEK.COM	$	1,500.00
TOMMY'S EXPRESS LLC	$	1,449.98
DROPBOX*DR7LGB3321WK	$	1,440.00
SOUTHWEST AIRLINES	$	1,422.89
THE CHANGE COMPANIES	$	1,416.31
COMFORT INNS	$	1,304.35
RADISSON	$	1,292.32
WOODLAND COMMERCIAL	$	1,287.51
GRAINGER INC	$	1,240.37
STAPLES INC	$	1,183.00
HOG WILD BARBECUE	$	1,178.00
HYATT HOTELS	$	1,051.58
WALMART STORES INC	$	1,013.00
DOUBLETREE	$	985.68
ENVIRO DESIGN PRODUC	$	950.91
FSP*MICHIGAN COUNCIL	$	950.00
CDW GOVERNMENT INC	$	949.99
COMMUNITY ACTION	$	916.68
R2 DESIGNS	$	916.00
THE ENERGY CONSERV	$	850.00
NIJO-JAILTRAINING.OR	$	850.00
MULCH PRO LLC	$	845.04
INTERNATIONAL LAW EN	$	845.00
GEMMENS INC	$	841.95
BOB BARKER COMPANY	$	834.76
58TH DISTRICT COURT	$	820.65

Vendor	Total Amount	
AMERICAN EVALUATION	$	800.00
FLOYDS TIRE & AUTO R	$	784.88
FREDPRYOR CAREERTRAC	$	747.00
TRINIDAD RESORT & CL	$	738.17
GRAND TRAVERSE RESOR	$	736.80
WWW.NACCCHILDLAW.ORG	$	700.00
THE WEBSTAURANT STOR	$	692.88
TASKFORCE* NATIONAL	$	685.00
LITTLE GRE* LITTLE G	$	675.00
VISME	$	668.25
LAKE MICHIGAN ANIMAL	$	652.97
SQ	$	609.73
COURTYARD BY MARRIOT	$	599.44
IPRINT TECHNOLOGIES	$	566.25
JOHN W HOCK CO	$	564.71
UNITED AIRLINES	$	553.20
BOUNDTREE MEDICAL	$	546.91
TST* SPORTSMAN RESTA	$	543.62
TRACTOR SUPPLY	$	531.55
GOTPRINT.COM	$	522.84
AMERICAN AIRLINES	$	504.70
INTUIT INC	$	500.00
360TRAINING.COM	$	499.00
RADISSON BLU	$	484.98
FULL COMPASS SYSTEMS	$	475.52
DOMINO'S 1253	$	466.72
RYKES BAKERY	$	448.05
MICHIGAN ASSOCIATION	$	445.00
TOP QUALITY MFG INC	$	427.50
WENDY'S - #55	$	397.22
QUANTIMETRIX CORP	$	397.17
VITALITY MEDICAL INC	$	396.89
TONERBUZZ.COM	$	396.00
FARM & FLEET HOLLAND	$	380.89
MORSE WATCHMANS INC	$	360.00
PREMIER BIOTECH INC	$	350.00
HILTON INTERNATIONAL	$	346.69
THE PFISTER HOTEL	$	344.20
SHI INTERNATIONAL	$	338.70
DELTA	$	327.20
HYATT PLACE	$	325.82
MI FAVORITA GROCERY	$	321.36
BIONIX LLC	$	316.47
MOUNTAIN GRD LODGE	$	306.44
INVITAE	$	300.00

Vendor	Total Amount
AMERICAN PAYROLL INS	$ 299.00
MI-AIMH.OR* REG10981	$ 299.00
SUPPLYHOUSE.COM	$ 295.26
ZEELAND HARDWARE ETC	$ 290.74
SOARING EAGLE HOTEL	$ 287.98
LAW ENFORCEMENT RECO	$ 275.00
FTP TODAY	$ 275.00
PITNEY BOWES INC	$ 273.87
BEST BARK & STONE LL	$ 272.00
BUFFALO WILD WNGS 35	$ 265.46
SOCIETY FOR HUMAN RE	$ 264.00
POST FAMILY FARM LLC	$ 263.68
NATIONAL INSTITUTE	$ 254.00
MCKESSON MEDICAL	$ 252.26
INSTITUTE FOR HEALTH	$ 250.00
MIPEERS.ORG	$ 250.00
N A A D A C	$ 246.00
JIMMY JOHNS	$ 242.87
SOUTHERN FOLGER	$ 240.40
SCHOOL HEALTH CORP	$ 237.63
EB *TEDXMACATAWA 201	$ 236.90
COUNTRYSIDE GREENHOU	$ 231.90
ULINE INC	$ 231.63
BITEABLE LLC	$ 229.00
MICHIGAN CERTIFICATI	$ 225.00
METRO INSTITUTE INC	$ 220.00
HILTON GARDEN INN	$ 214.48
EBAY INC.	$ 205.01
THE MANDT SYSTEM INC	$ 204.00
GENOA HEALTHCARE LLC	$ 203.09
HOPE COLLEGE	$ 200.00
BP INVESTORS LLC	$ 199.62
BEN'S RUBBER STAMPS	$ 194.40
MUSKEGON FIRE EQUIPM	$ 192.51
PORT SHELDON BP	$ 182.56
MEDIFY AIR LLC	$ 180.99
FAMILY FARE	$ 180.83
SP FLIPPER DEVICES	$ 179.14
TRIGO BREAD COMPANY	$ 175.52
KULLY SUPPLY	$ 170.68
VANWIEREN HARDWARE I	$ 170.53
LINKEDIN-182*0012373	$ 169.99
BEST BUY STORES LP	$ 168.21
MPC INVESTMENT LLC	$ 167.94
FACEBOOK	$ 166.46

Vendor	Total Amount	
INTEGRITY BUSINESS	$	158.93
MURF.AI	$	156.00
REI*LNRISK DATA EOM	$	150.00
THINKIFIC.COM	$	149.00
LIFELOC TECHNOLOGIES	$	148.38
REALTOR ASSOCIATION/	$	144.00
BAM ENTERTAINMENT CT	$	139.09
CLASH GRAPHICS	$	131.96
MICHIGAN ASSESSORS	$	128.13
SIGNS NOW HOLLAND	$	127.30
HAR*HARVARD BUSNS RE	$	127.20
CANVA* 02514-0542599	$	119.99
ALLENDALE TRUE VALU	$	116.39
OPTICS PLANET INC	$	112.98
SHERWIN-WILLIAMS CO	$	112.23
ROBERT DENOOYER CHEV	$	111.50
CHAMBER OF COMMERCE	$	110.00
SHELL OIL	$	110.00
HOLLAND CITY OF	$	108.00
ETNA DISTRIBUTORS LL	$	104.00
AUTUMN RIDGE STONE &	$	103.96
HUDSONVILLE FLORAL &	$	102.94
TOUCH OF CLASS AUTO	$	99.75
WEST MICHIGAN POSTAL	$	99.62
ADVANCE STORES COMPA	$	98.93
RADWELL INTERNATIONA	$	97.90
SECURITY EQUIPMENT C	$	95.40
MENARD INC	$	92.11
DRI*ESIGNS	$	86.16
HI-TONE CLEANERS	$	84.85
CHECKR INC CHECKR.CO	$	84.49
DOWN THE HATCH PARTY	$	82.96
GOVT SOCIAL MEDIA	$	79.00
CHOW HOUND #9	$	77.89
MIT SLOAN MGMT REVIE	$	75.00
ATSA	$	75.00
ADOBE SYSTEMS INC.	$	74.35
NCHEC INC	$	70.00
WALGREENS #3349	$	67.46
RITE AID STORE 1472Q	$	66.66
MOBILEX USA	$	65.00
GRAND VALLEY DISTRIB	$	65.00
THE CHARLEMAGNEINSTI	$	60.00
AMERICAN CONVERSVATI	$	60.00
MOST DEPENDABLE FOUN	$	58.23

Vendor	Total Amount	
FCR*THE NEW CRITERIO	$	58.00
GANNETT NEWSPRPR CN	$	50.97
PIRATE SHIP POSTAGE	$	50.49
WOLFE MARK L	$	50.00
IC & RC	$	49.00
GRUBHUBZEFFSCONEYISL	$	46.58
UPS STORE GH	$	46.23
VERTX.COM	$	45.04
COMMUNITY FOUNDATION	$	45.00
MICHIGAN WEST COAST	$	45.00
THE SALON PROFESSION	$	43.26
ADVANCED RADIOLOGY	$	41.00
GPS*MUSKEGON COUNTY	$	40.78
KAAT'S WATER COND	$	39.20
BCA OF DETROIT LLC	$	39.10
RIVERS ACE - GH	$	37.34
JJB*JIBJAB ECARDS	$	36.00
RYCENGA BUILDING	$	35.06
SPRING LAKE ACE HARD	$	32.69
3R&J CONSULTING	$	31.47
BIGGBY COFFEE #614	$	30.19
W MICH HISPANIC CHMB	$	30.00
SANDERS INC	$	29.98
GRAPHIX SIGNS & EMBR	$	29.36
EVENTBRITE.COM ORG F	$	29.00
BLUE SKYS APP	$	27.99
VISTAPR*VISTAPRINT.C	$	27.98
CROSS COUNTRY CYCLE	$	27.54
SCHNEIDER TIRE OUTLE	$	26.00
CERTIFIED MAIL ENVEL	$	25.23
GRANDVILLE-JENISON	$	25.00
FIRST UNITED METHODI	$	25.00
THE FEDERALIST SOCIE	$	25.00
PRINTGIANT	$	23.88
GRAND HAVEN CITY OF	$	22.16
MAILCHIMP	$	20.00
GRO OPTICAL	$	20.00
DELEEUW LUMBER	$	16.36
MI37 - HUDSONVILLE M	$	16.00
ZOOM VIDEO COMMUNICA	$	15.99
REASON.COM	$	15.00
GRAND VALLEY STATE	$	12.95
GRANDVILLE TRAILER	$	11.90
GORDON WATER SYSTEMS	$	10.79
ELLIS PARKING	$	10.00

Vendor	Total Amount	
MCDONALD'S F30617	$	9.21
LIBIB.COM	$	9.00
COOPERSVILLE AUTO WA	$	9.00
DOLRTREE	$	8.90
GALLOWAY JERMAINE C	$	8.00
NPDB NPDB-HIPDB.HRSA	$	7.50
THE SALVATION ARMY 2	$	6.35
VEED.IO PRO	$	6.00
WEST MARINE PRODUCTS	$	5.56
DOLLAR-GENERAL #7493	$	5.30
PARCHMENT-UNIV DOCS	$	4.40
THE WOODEN SHOE	$	(15.32)
GRAND HOTEL	$	(32.12)
PDQ.COM	$	(38.25)
MICROSOFT CORP	$	(66.17)
NATL ASSOC FOR INTER	$	(75.00)
WEBMLIVE.COM PYMT	$	(100.00)
Grand Total	**$**	**115,906.95**

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	07/02/2024
Requesting Department:	Community Mental Health
Submitted By:	Zac VanOsdol
Agenda Item:	Community Mental Health Position Request

Suggested Motion:

To approve and forward to the Board of Commissioners the request from Community Mental Health to add one 1.0 FTE Business Analyst, Unclassified, pay grade 12, at a cost of $117,634 funded by Medicaid reimbursement.

Summary of Request:

Community Mental Health requests the addition of a 1.0 FTE IT Business Analyst (pay grade 12). This position will be responsible for supporting CMH's complex electronic medical record (EMR) system, which is the backbone of our business structure and includes clinical documentation, insurance claims processing, encounter reporting, financial reporting, and external data reporting. This position will provide supervision to the CMH EMR Systems Technician. This position request aligns with the current County IT Structure by having similar job functions, skills and requirements. The CMH IT needs have continued to increase over the last several years and we anticipate this work will continue to grow in the future.

Financial Information:

Total Cost:	$117,634.00	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☑ No	☐ N/A

If not included in budget, recommended funding source:

Medicaid reimbursement

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

Action is Related to Strategic Plan:

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

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.
Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

CMH Business Analyst

Class Code: 2310

Bargaining Unit: Unclassified

OTTAWA COUNTY
Established Date: Feb 19, 2014
Revision Date: Sep 26, 2018

SALARY RANGE

$33.76 - $43.90 Hourly
$70,220.80 - $91,312.00 Annually

JOB DESCRIPTION:

Under the direction of the CMH Program Supervisor the CMH IT Business Analyst manages the design, development, security, and maintenance of the complex electronic medical record (EMR) system. Researches, documents, and modifies software based on requirements and specifications to improve the functionality of proprietary and purchased software applications to ensure the efficiency and integrity of the business and operating processes of Community Mental Health. Analyzes the operating processes of CMH to identify opportunities to improve efficiency with new technologies; and to maintain the functionality and integrity of information processing and data communications operations.

ESSENTIAL JOB FUNCTIONS:

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

1. Develop, implement and support efficient and cost-effective solutions to meet the organization's information needs.
2. Work with department managers and staff to develop and implement processes required to effectively use applications and systems to conduct the business operations of CMH.
3. Works with vendors to deliver information systems and services.
4. Evaluates system specifications for business requirements according to the Michigan Department of Community Health (MDCH) contract.
5. Creates computer solutions for individual programs and services.
6. Participates in the development of long-range strategic plans to meet the current and future information management and data communication needs of CMH.
7. Collaborates with members of IT management to design, develop, implement and administer policies, and procedures governing the proper use and security of the County's information management technology.
8. Collaborates with members of IT management and CMH in developing requests for proposals for the design, development, installation and implementation of new computing platforms, hardware, and software applications to meet current and future information management and data communication requirements.

9. Plans, schedules and supervises the development, installation, testing, debugging, modification and implementation of new software applications and other projects.
10. Analyzes support requests to identify systemic problems in specific software applications in order to develop patches and fixes and/or document requests to external developers to correct errors and/or modify and improve functionality.
11. Serves as system/security administrator for assigned software applications.
12. Administers policies and procedures for; participates in hiring and termination of; provides training, schedules and work direction for; coaches; and fulfills other supervisory functions for EMR Systems Technician.
13. Performs other functions as required.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's degree from an accredited institution in computer science, computer engineering, IT, business or closely related field and five years of progressively responsible experience in operations analysis and software design and development, including three years of experience in project management and supervision of software developers/programmers; or an equivalent combination of education and experience. Specific experience with the operating systems and software applications currently in use by the County strongly preferred. Knowledge of Health Information Systems and specifically Michigan Department of Community Health Information Systems, Electronic Health Records, Electronic Data Interchange, Medicare, Medicaid, and Insurance billing, and other information requirements highly desired.

Licenses and Certifications:
Valid Michigan driver's license.

ADDITIONAL REQUIREMENTS AND INFORMATION:

Required Knowledge and Skills:

1. Excellent project planning
2. Thorough working knowledge of a variety of higher level programming languages and programming tools.
3. Thorough working knowledge of software development principles, practices, and tools.
4. Thorough understanding of a variety of computing platforms.
5. Excellent analytical skills and ability to deconstruct end-user operating processes and procedures.
6. Thorough working knowledge of principles and practices of software documentation.
7. Thorough working knowledge of the legal environment with respect to the privacy and security of end-user department client data.
8. Ability to interact positively and objectively with department directors, elected officials, coworkers, end-users, vendors, regulatory and funding agency staff, and other clients from a wide range of cultural and socio-economic backgrounds and with varying levels of technical knowledge and skills.

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

Working Conditions:
Work is performed in a normal office environment.

2024 Estimated Costs per Deductions
Employee Costs

		704000		
	FTE	Wages	Benefits	TOTAL COST
Business Analyst	1.0000	70,237.70	47,396.08	117,633.78

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	07/02/2024
Requesting Department:	Equalization
Submitted By:	Zac VanOsdol
Agenda Item:	Assessing Division Manager Pay Grade Change

Suggested Motion:

To approve and forward to the Board of Commissioners the request from Equalization to increase the pay grade for the Assessing Division Managers from a grade 11 to grade 13 at a total cost of $30,393.

Summary of Request:

The three Assessing Division Managers service the five assessing contracts with local municipalities. These managerial positions oversee staff, serve as the primary point of contact to municipalities, and handle all assessing functions for the assigned municipalities. This position requires a Michigan Advanced Assessing Officer certification.

The 2021 Wage Study reported this position was paid slightly lower compared to other agencies, but the disparately has increased in the past few years. Based on a current market analysis, it is recommended to increase the pay grade from an 11 to 13. The cost increase will be covered within the current municipal assessing contracts.

Financial Information:

Total Cost:	$30,393.00	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☑ No	☐ N/A

If not included in budget, recommended funding source:

Current assessing contract appropriations

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

Action is Related to Strategic Plan:

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

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

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

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Ottawa County

Assessing Division Manager

CLASS CODE	2088	**SALARY**	$31.56 - $41.03 Hourly
BARGAINING UNIT	Unclassified	**ESTABLISHED DATE**	May 16, 2022
REVISION DATE	May 16, 2022		

Job Description

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

Essential Job Functions

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

1. Assists in planning, organizing, directing, and reviewing property appraisal and reappraisal of properties and the work of property appraisers and clerical employees engaged in the valuation of real and personal property, in reporting, filing and factual verification work and in preparation of assessment rolls.
2. Assists in the review of technical decisions made by subordinates; determines the assessments of major properties.
3. Plans, organizes, and administers the appraisal and assessment of all industrial, commercial or residential real and personal property within the local unit boundaries; sets annual goals for appraisal staff and maintains appraisal schedule which falls within state specified limits; reviews work submitted by subordinates.
4. Reviews and makes determination on all requests for property tax exemption; prepares special assessment rolls; coordinates defense during hearings before the Board of Review, Michigan Tax Tribunal and other appellate courts; appears as special witness during hearings; responds to questions from the public concerning property valuation.
5. Provides detailed information to the local unit Treasurers under contract with the County to assist them in the collection of property taxes; reviews legislation, changes in assessment proceedings and court decisions to determine any impact on real property appraisal methods; administers the Commercial and Industrial Facilities Tax Abatement program as they relate to real and personal property.
6. Provides direct supervision for subordinate staff, including selection, hiring and termination; training, scheduling and provision of work assignments; performance management; administration of policy and procedure; and administration of discipline.
7. Helps support an equitable, safe, diverse and inclusive workplace.
8. Performs other duties as assigned.

Required Education, Training and Experience

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

Required Certification and Licenses:

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

Additional Requirements and Information

Required Knowledge and Skills:

1. Extensive knowledge of all aspects of local unit assessment administration.
2. Demonstrate considerable independent judgment and knowledge in performance of assigned duties.
3. Extensive knowledge of the principles, methods, and techniques of real and personal property valuation. This includes knowledge of current socio-economic conditions, trends affecting property appraisal, and statistical analysis.
4. Ability to coordinate, direct, and review the work of others.
5. Thorough knowledge of local government finance and property tax administration in Michigan, the Michigan General Property Tax Act as amended and related statutes, the Michigan tax calendar, assessment administration and public relations, equalization, real property descriptions, and vacant land valuation.
6. Ability to prepare and present coherent, accurate testimony before the Board of Review, Michigan Tax Tribunal, court of Law or other official commission concerning real and personal property appraisal.
7. Considerable knowledge of the use of personal computers and related software.
8. Ability to interact positively and professionally with property owners, accountants, third-party tax preparers, community and business representatives, real estate professionals, local assessors, other local government employees and members of the general public from a wide range of cultural and socio-economic backgrounds.

Physical Requirements:

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

Working Conditions:

A significant portion of the workload is performed outdoors and/or off-site. Essential job functions may require incidental exposure to inclement weather conditions, airborne particulates and contaminants, industrial chemicals and compounds, livestock and other animals, and other unpleasant or hazardous working conditions. Site

appraisals involve an inherent risk of confrontation with uncooperative or aggressive property owners or occupants.

2024 Estimated Costs per Deductions
Employee Costs

Equalization Request

				704000		
		FTE		Wages	Benefits	TOTAL COST
Division Mgr	Grade 11, step 2		1.0000	68,924.70	28,669.85	97,594.55
Division Mgr	Grade 11, step 3		1.0000	72,204.60	45,858.97	118,663.57
Division Mgr	Grade 11, step 1		1.0000	65,642.72	45,597.74	111,240.46
					TOTAL	327,498.58

Upgrade Div Mgrs 2 paygrades

		FTE		Wages	Benefits	TOTAL COST
Division Mgr	Grade 13, step 1		1.0000	75,154.30	30,876.17	106,030.47
Division Mgr	Grade 13, step 2		1.0000	78,912.08	48,227.90	127,739.98
Division Mgr	Grade 13, step 1		1.0000	75,154.30	48,966.42	124,120.72
					TOTAL	357,891.17
					Cost difference	30,392.59

Action Request

Electronic Submission – Contract # 2339

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 7/2/2024

Vendor/3rd Party: 123.NET, INC.

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: BROADBAND WIRED INFRASTRUCTURE EXPANSION AMENDMENT

Suggested Motion:

To authorize the Board Chair and Clerk/Register to sign the Amendment to the Broadband Wired Infrastructure Expansion Partnership Agreement between Ottawa County and 123Net Inc.

Summary of Request:

In December 2023, the Board of Commissioners approved the original Broadband Wired Infrastructure Expansion Partnership with 123Net. That contract was contingent on finalization of the State's ROBIN grant which was awarded to 123Net to construct new middle mile fiber broadband infrastructure in qualifying areas of the County. Following a statutorily required 45-day comment period on the ROBIN grant, the State reduced the ROBIN grant award to 123Net. The original $14M grant was reduced to $8.83M which subsequently reduced the County's contribution from $7.5M to $4M. Miles of new fiber install reduced from 400miles to ~250miles. Households passed with new fiber install reduced from ~10k to ~6k. DSI remains committed, with the support of the BOC, to continue to pursue opportunities to address all gaps in broadband access countywide. The intent is to utilize the remaining $3.5M of the original $7.5M the BOC committed to broadband access countywide to leverage necessary funds from other sources, such as the State's impending BEAD program.

This Amendment to the original Contract formalizes the refined contract terms between the County and 123Net. The final executed ROBIN Grant award between the State and 123Net is included as back-up.

Financial Information:

Total Cost: $4,006,904.49	General Fund Cost: $0.00	Included in Budget: No

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *6/27/2024 1:31:35 PM*

Committee/Governing/Advisory Board Approval Date: 7/2/2024

DocuSign Envelope ID: E9BCA282-8B76-43E2-A5EF-B728ABD404AA

AMENDMENT TO BROADBAND WIRED INFRASTRUCTURE EXPANSION PARTNERSHIP AGREEMENT

This Amendment (the "Amendment") to that certain Broadband Wired Infrastructure Expansion Partnership Agreement effective December 21, 2023, by and between Ottawa County ("County") and 123.Net Inc., a Michigan corporation ("123NET") (the "Agreement") is made and entered into as of the latter signature date hereof, by and between the County and 123NET (collectively, the "Parties").

RECITALS

WHEREAS, the project as set forth in the Agreement is subject to funding from the Michigan High-Speed Internet Office ("MIHI"); and

WHEREAS, following the challenge period for the project, ROBIN funding for the Parties' project has been adjusted; and

WHEREAS, the Parties hereby amend the Agreement to document the funding changes for the project pursuant to the terms and conditions as set forth herein.

NOW THEREFORE**,** in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties hereby agree that Paragraph 2 of the Agreement is replaced in its entirety by the following:

2. **Payment**

For completing the Scope of Work as described in this Agreement,

County shall pay 123NET up to a total not to exceed amount of $4,006,904.49 according to the following payment schedule:

Milestone	**Payment Amount**	**Payment Due Date shall be 30 Days following:**
Beginning of Project	$1,001,726.14	County receiving copies of official grant award documentation from 123NET.
20% of Homes Passed	$601,035.67	County acceptance of the documented completion of each milestone, acceptance of which shall not be unreasonably withheld.

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40% of Homes Passed	$601,035.67	County acceptance of the documented completion of each milestone, acceptance of which shall not be unreasonably withheld.
60% of Homes Passed	$601,035.67	County acceptance of the documented completion of each milestone, acceptance of which shall not be unreasonably withheld.
80% of Homes Passed	$601,035.67	
100% of Homes Passed	$601,035.67	

Unless otherwise agreed to in writing, 123NET shall submit its final payment request on or before 9/30/2026 as the County's available project funds must be expensed by 12/31/2026. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

In the event unforeseeable cost increases occur or grant revenues are not realized outside the control of the 123NET, the parties shall review both the scope of work and the funding model to consider changes mutually acceptable to both parties to complete the maximum amount of work practicable. The County agrees to budget 5% of its maximum cost of $4,006,904.49, which is $200,345 for use in such circumstances.

Parties acknowledge and agree that the Scope of Work is dependent upon funding through the Michigan High-Speed Internet Office or other agreed-upon grant authority. Parties will work together to pursue such funding and will amend the Agreement as necessary to comply with funding requirements consistent with the Scope of Work contemplated in this Agreement.

2. The Parties agree that ATTACHMENT A- SCOPE of the Agreement is hereby modified as follows:

   The paragraph entitled "OVERVIEW OF PROJECT" is replaced in its entirety with the following:

   The number of ROBIN funded addresses is 2456.

   The paragraph entitled "Funding Overview" is replaced in its entirety with the following:

   123NET and the County have secured funding through the ROBIN program through the State of Michigan. They intend to apply for other grant programs if it is determined that they are needed and if they are available.

3. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.

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4. All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives written below.

OTTAWA COUNTY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

123.Net, Inc., a Michigan Corporation

DocuSigned by:
By: Justin Lampman
Name: Justin Lampman
Title: VP - Residential
Date: 6/26/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2023

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 Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	**CONTACT NAME:** Heidi Schluessler **PHONE (A/C, No, Ext):** 248-744-0119 **FAX (A/C, No):** 517-263-6658 **E-MAIL ADDRESS:** Heidi.Schluessler@kapnick.com
INSURED 123NINC-02 123.NET, Inc. dba 123NET, Inc. 24700 Northwestern Hwy Ste 700 Southfield MI 48075	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Illinois Union Insurance Company — 27960 **INSURER C :** American Guarantee & Liability — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1976744188 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GLO1861025 - 04	8/30/2023	8/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP1862597 - 04	8/30/2023	8/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	AUC 1853074-04	8/30/2023	8/30/2024	EACH OCCURRENCE AGGREGATE Prod/Completed	$ 9,000,000 $ 9,000,000 $ 9,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC1861027 - 04	8/30/2023	8/30/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Contractors Pollution Leased & Rented Equipment	Y	Y	G468274A006 CPP 9756755-04	8/30/2023 8/30/2023	8/30/2024 8/30/2024	Limit $1,000,000 Limit $50,000	Ded $2,500 Ded $2,500

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

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY:
CG 20 26 (04-13) GL Additional Insured - Designated Person or Organization
CG 20 37 (04-13) Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 24 17 (10-01) Contractual Liability - Railroads
CG 25 03 (05-09) Designated Construction Project(s) - General Aggregate Limit
See Attached...

CERTIFICATE HOLDER

County of Ottawa
12220 Fillmore Street
Room 331
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

James A Kapnick

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AGENCY CUSTOMER ID: 123NINC-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Kapnick Insurance Group	NAMED INSURED 123.NET, Inc. dba 123NET, Inc. 24700 Northwestern Hwy Ste 700 Southfield MI 48075
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

CG 25 04 (05-09) Designated Location(s) - General Aggregate Limit
U-GL-925-B CW (12-01) Blanket Waiver of Subrogation
U-GL-1114 - A CW (10-02) Additional Insured - Automatic Owners, Lessees or Contractors
U-GL-1518 - A CW (04-13) Broadened Named Insured
U-GL-2182-A CW (09-19) Additional Insured - Owners, Lessees, or Contractors - Completed Operations
U-GL-2183-A CW (09-19) Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization

AUTO LIABILITY:
CA 20 21 (10-13) Lessor - Additional Insured and Loss Payee
CA 20 70 (10-01) Coverage for Certain Operations in Connection with Railroads
U-CA-424-F MI (02-14) Coverage Extension Endorsement Includes Waiver of Subrogation - Michigan

UMBRELLA LIABILITY : FOLLOWS FORM

WORKERS COMPENSATION:
WC 00 03 13 - Blanket Wavier of Subrogation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice, (10 days for non-payment of premium), to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.
Where required by written contract, The County of Ottawa and its officers, officials, employees, volunteers and agents Additional Insured for General Liability with respects to ongoing & completed operations on a Primary and Non-Contributory basis and Additional Insured with respects to Auto Liability & Pollution Liability. General Liability, Auto Liability, Pollution & Workers Compensation policies include a Waiver of Subrogation on behalf of the certificate holder as required by written contract and where allowed by law. Umbrella/Excess liability coverages follows form over General Liability, Auto Liability and Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

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Coverage Extension Endorsement - Michigan

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 1862597 - 04	Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision will share on a pro rata basis with other valid and collectible insurance coverage of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

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P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

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In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 1861025 - 04	Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):	Each location, other than construction projects, occupied, owned or rented by the named insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Scheduled Railroad:	**Designated Job Site:**
ALL CONTRACTS FOR WORK DONE FOR RAILROADS	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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Waiver Of Subrogation (Blanket) Endorsement

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Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 1861025 - 04	08/30/2023	08/30/2024		20088000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:123 Net Inc

Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
Any Rail Road	All Job Sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/30/2023 Policy No. WC 1861027 - 04 Endorsement No.

Insured 123 Net Inc Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

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Broadband Wired Infrastructure Expansion Partnership Agreement

This Agreement ("Agreement") is made by and between **Ottawa County**, 12220 Fillmore Street, West Olive, Michigan 49460 (the "County") and **123.Net, Inc.,** 24700 Northwestern Highway, Southfield, Michigan, 48075 ("123NET"), collectively, "Parties". The Parties agree as follows:

1. Services

123NET agrees to provide the services, products and supplies necessary to fulfill the scope of work outlined in Attachment A, in a manner consistent with 123NET's proposal incorporated as Attachment B, and as clarified elsewhere in this Agreement, defined as the "Scope of Work".

All services and installation are to be provided by the 123NET subject to the terms and conditions set forth in this Agreement.

The attached Scope of Work details the construction of new fiber communication facilities in the County ("Facilities"), which will provide robust broadband services to customers in the County.

123NET warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

For completing the Scope of Work as described in this Agreement, the County shall pay 123NET up to a total not to exceed amount of $7,495,000 according to the following payment schedule:

Milestone	Payment Amount	Payment Due Date shall be 30 Days following:
High Level Design	$30,000 (or 75% of cost if less than $30,000 as noted in the Funding Overview)	This Agreement being fully executed by the Parties.
Detailed Level Design and Fielding	$270,000 (or 75% of cost if less than $270,000)	Completion of Detailed Level Design and County acceptance of design deliverable, acceptance of which shall not be unreasonably withheld.
Beginning of Project	$1,798,750	The County receiving copies of official grant award documentation from 123NET.

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20% of Homes Passed	$1,079,250	The County acceptance of the documented completion of each milestone, acceptance of which shall not be unreasonably withheld.
40% of Homes Passed	$1,079,250	
60% of Homes Passed	$1,079,250	
80% of Homes Passed	$1,079,250	
100% of Homes Passed	$1,079,250	

Unless otherwise agreed to in writing, 123NET shall submit its final payment request on or before 9/30/2026 as the County's available project funds must be expensed by 12/31/2026. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

In the event unforeseeable cost increases occur or grant revenues are not realized outside the control of the 123NET, the Parties shall review both the scope of work and the funding model to consider changes mutually acceptable to the Parties to complete the maximum amount of work practicable. The County agrees to budget 5% of its maximum cost of $7,495,000, which is $374,750 for use in such circumstances.

Parties acknowledge and agree that for the entire Scope of Work to be completed, additional funds through the Michigan High-Speed Internet Office or other agreed-upon grant authority will need to be secured. The Parties will work together to pursue such funding consistent with the Scope of Work contemplated in this Agreement.

3. Performance

a) 123NET shall perform the work as required by and in accordance with the schedule of time requirements as set forth in the attached Scope of Work.

b) Failure to complete services as required shall constitute breach of this Agreement.

c) 123NET shall have not more than thirty (30) calendar days from County's written notice of any material breach to cure said breach (the "Cure Period"). Failure to cure a breach of this Agreement within said Cure Period shall allow the County to, with notice to the 123NET, declare this Agreement terminated and proceed with the replacement of 123NET and the County shall be entitled to all remedies available to it at law or in equity.

4. Ownership

All the Facilities installed as part of the Scope of Work hereunder or used by 123NET shall at all times be and remain the personal property of 123NET, and 123NET shall be responsible for their maintenance. Neither the County nor any

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third party shall have any rights to the Facilities, except as expressly granted in writing by 123NET or as otherwise granted through this Agreement.

5. Term of Agreement

The term of this Agreement shall begin upon signature by the Parties and end upon the Scope of Work completion and the successful close-out of any grant funding with the funding agency, unless terminated earlier in accordance with Section 6 of this Agreement.

6. Termination of Agreement

In the event either Party shall be in breach or default of any material term of this Agreement and such breach continues for a period of sixty (60) days after written notice by the nonbreaching Party, the nonbreaching Party shall have the right to terminate this Agreement. If a breach is of such a nature that it cannot reasonably be cured within sixty (60) days after written notice, then the Cure Period will be extended provided that the breaching Party diligently attempts a cure. However, in no event shall the Cure Period exceed ninety (90) days after written notice of default.

If 123NET, at any time before delivery of services, declares its intent not to materially perform in accordance with this Agreement, the County shall have an immediate cause of action for breach of this Agreement and shall be entitled to all remedies available to it at law or in equity.

7. Expenses

123NET shall be initially responsible for all 123NET's expenses incurred while performing services under this Agreement. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that 123NET hires to complete the work under this Agreement. Notwithstanding anything to the contrary in this provision, 123NET expenses may be included as part of reimbursable costs in furtherance of the Scope of Work, and the County shall pay amounts associated with completed Scope of Work phases as contemplated under this Agreement.

8. Employees

123NET and all 123NET employees, while on the County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

123NET shall employ only United States citizens, legal residents or legal resident aliens. Upon request of the County, 123NET shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

123NET will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to 123NET employees. Restricted areas will be designated by the authorized the County representative.

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9. Materials

123NET will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

10. Background Checks: (as required by the Facility)

123NET 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 123NET employees will be conducted by the County prior to the commencement of any on-site work.

11. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits

a) This Agreement is governed by the laws of the State of Michigan.

b) 123NET shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Agreement and the work to be done herewith.

c) 123NET shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. 123NET shall provide a copy of any permit to the County within 3 business days of the County's request.

12. Modifying the Agreement

This Agreement may be modified only by a writing signed by the Parties.

13. Record Keeping

123NET shall keep all records related to this Agreement for the term of the Agreement and three (3) years thereafter.

14. Dispute

In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing either Party's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums.

Should any disputes arise with respect to this Agreement, 123NET and the County agree to act immediately to resolve any such disputes. 123NET agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by 123NET as a result of such failure to proceed shall be borne by 123NET, and 123NET shall make no claim against the County for such costs.

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If a dispute between the Parties arises out of or relates to this Agreement, or the breach thereof, then the Parties agree to make a good faith effort to settle the issue through direct discussion between the Parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, 123NET and the County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the Parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

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

15. Jurisdiction and Venue

The Parties consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which the Parties agree is a reasonably convenient place for trial of the action. The Parties 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. Relationship of Parties

123NET 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 Agreement is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

17. Subcontracts

123NET may not assign or subcontract any rights or obligations under this Agreement without the County's prior written approval.

18. Governmental Immunity

The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

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19. Safety

123NET 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. 123NET shall hold the County harmless against any claim or liability arising from the violation of any such provisions.

20. Absence of Waiver

The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, 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.

21. Notices

All notices and other communications for the Parties may be served, mailed, or delivered at the following addresses:

If to 123NET:	Chuck Irvin 24700 Northwestern Hwy, STE 700 Southfield, MI 48075
With a copy to:	123NET Office of General Counsel 24700 Northwestern Hwy, STE 700 Southfield, MI 48075
If to County:	Ottawa County Department of Strategic Impact 12220 Fillmore Street, Room 260 West Olive, MI 49460
With a copy to:	Ottawa County Clerk 12220 Fillmore Street, Room 130 West Olive, MI 49460
	Ottawa County Corporation Counsel 12220 Fillmore Street West Olive, MI 49460

22. Partial Invalidity

The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in

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full force and effect as if they had been executed by the Parties subsequent to the expunction of the invalid provision.

23. Force Majeure

Except for payments of amounts due, neither Party will be liable for any delay, failure of performance, loss or damage due to fire, explosion, fiber cuts, power blackout, earthquake, tornado, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such Party's reasonable control.

24. No Third-Party Benefit

The provisions of this Agreement are for the benefit of the Parties hereto, and not for the benefit of any other person or legal entity.

25. Miscellaneous

Title and Headings: Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

26. Insurance Requirements

123NET shall not commence any services or perform any of its other obligations under this Agreement until 123NET obtains the insurance required in the attached Exhibit B.

27. Indemnification

123NET agrees to indemnify, defend, and hold harmless the County from and against any and all liability, loss, damage, claim or expense, incurred by the County in connection with (a) any third party claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the negligence, gross negligence or willful misconduct (including, without limitation, breach or nonperformance of this Agreement) of 123NET (including any of its agents or subcontractors); and (b) noncompliance with applicable laws. The County agrees to provide 123NET with sufficient notice of any claim, to inform 123NET of any subsequent written communication regarding the claim, and to fully cooperate with the 123NET in defense of the claim.

To the extent allowed under Michigan Law, the County agrees to indemnify, defend, and hold harmless 123NET (including its officers, directors, principals, agents and employees) from and against any and all liability, loss, damage, claim or expense, incurred by 123NET in connection with (a) any third party claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the gross negligence or willful misconduct of the County (including any of its agents or

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subcontractors); and (b) noncompliance with applicable laws. 123NET agrees to provide the County with sufficient notice of any claim, to inform the County of any subsequent written communication regarding the claim, and to fully cooperate with the County in defense of the claim.

28. LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, 123NET SHALL NOT BE LIABLE TO THE COUNTY FOR INTERRUPTION OF SERVICE FROM ANY CAUSE OTHER THAN THOSE ATTRIBUTABLE TO THE ACTS AND/OR OMISSIONS OF 123NET. 123NET'S LIABILITY, IF ANY, TO CUSTOMERS WILL BE GOVERNED BY APPLICABLE AGREEMENTS AND ACCEPTABLE USE POLICIES IN PLACE WITH THE CUSTOMERS.

NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERMFORM, OR A DEFECT OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER. THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

29. Reporting and Review

123NET shall report to the County, or its designated agent, as required by this Agreement and upon request. 123NET shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by 123NET must be dated and bear the 123NET's name. All reports made in connection with 123NET's services are subject to review and final approval by the County. The County may review and inspect 123NET's activities during the term of this Agreement. After reasonable notice to 123NET, the County may review any of 123NET's internal records, reports or insurance policies that pertain to this.

30. County Employees

123NET shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

31. Confidentiality

Each Party acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the other party, and therefore each Party agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the disclosing Party.

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32. Binding Effect

This Agreement is binding upon and shall inure to the benefit of 123NET and the County and their respective legal representatives, successors and authorized assigns.

33. Counterparts

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

34. Choice of Law

This Agreement is governed by and interpreted according to the laws of the State of Michigan.

35. Debarment or Suspension Status

In signing this Agreement, 123NET certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

36. Conflicts of Interest

In signing this Agreement, 123NET certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, then 123NET shall immediately inform the County regarding same.

37. Anti-Collusion Statement

In signing this Agreement, 123NET certifies that it has not divulged to, discussed or compared its bid with other 123NETs and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of 123NET from future bidding opportunities.

38. Performance and Payment Bonds/Irrevocable Letter of Credit

In accordance with M.C.L. Section 129.201, if funding is being provided by the County in an amount that exceeds $50,000, 123NET must provide either (i) performance and payment bonds in an amount not less than 25% of the contract amount; or (ii) an irrevocable letter of credit from a state or national bank or a state or federally chartered savings and loan association. 123NET must have one of the foregoing in place before it commences work set out in this Agreement.

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39. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Broadband Wired Infrastructure Expansion Partnership Agreement
2. Attachment A-Scope of Work
3. Attachment B-Vendor Insurance Requirements

This Agreement contains all the terms and conditions agreed upon by the Parties, and no other negotiations, representations, understandings, or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the Parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

In witness whereof, the Parties have hereby executed this Agreement effective the date of the last Party to sign below.

ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE

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Ottawa County

By: _____
Print Name: Joe Moss
Its: Chairperson-Board of Commissioners
Date: 12/21/2023

By: _____
Print Name: Justin Roebuck
Its: Clerk/Register
Date: 12/19/2023

123.Net, Inc., A Michigan Corporation

DocuSigned by:
By: _____
CB807591B5E4EC...
Print Name: Dan Irvin
Its: President/CEO
Date: 12/12/2023

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ATTACHMENT A

Scope of Work

OVERVIEW OF PROJECT

This project is designed to include the design and deployment of both a middle mile network and Fiber to the Home (FTTH). A preliminary list of addresses intended to be directly served by this network includes 3,912 addresses. This list was sent to 123NET by the Michigan Office of High-Speed Internet (MIHI) on October 31, 2023 and is available upon request from 123NET. This list, along with the final design of the network, is subject to review and approval by 123NET, the County, MIHI, and the applicable rules mandated by the ROBIN program. The final list of served addresses for the grant project will be based on the list of addresses that 123NET accepts in the post-challenge period final ROBIN award acceptance documents. The final agreement between MIHI and 123NET will include the final list of addresses and when signed by 123NET, will initiate the grant.

PROJECT REQUIREMENTS

Notwithstanding the above, 123NET agrees to provide internet services to all new customers connecting to the broadband infrastructure constructed by 123NET under this Agreement at the rates and services levels stated in its proposal for a period of one year after successful grant close-out and in accordance with 123NET's standard terms and conditions for service delivery to its customers.

123NET acknowledges that the network to be constructed and maintained as contemplated by this Agreement will be one of "open access." This network owned and maintained by 123NET will be made available to other internet service providers or other entities desirous of utilizing the network to further its own uses and/or services. 123NET will make its network available at a reasonable cost in accordance with then current market rates.

123NET acknowledges that construction and deployment of the fiber network is part of a larger initiative to expand and enhance broadband service across the County and that fixed wireless service is also a proposed component of the larger project. 123NET commits that it will work in collaboration with the County and its chosen tower developer in an effort to ensure that fiber to be deployed will pass in close proximity to tower locations identified at the time of the fiber deployment. 123NET further commits that it will collaborate with the County's chosen tower developer and their potential tower tenants in an effort to ensure fiber is deployed to the actual towers in a timely manner and at reasonable cost as dictated by then current market rates. Actual fiber is needed for each specific tower location and the cost will be subject to separate contractual arrangements between 123NET, the tower developer and the tower tenants.

As part of this Agreement, 123NET will develop facilities for a data center, retail operations, warehousing and offices. This will require identification of multiple mutually agreeable locations throughout the County. This development will be memorialized in a separate

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agreement at the appropriate time, but no later than the deadline by which 123NET's fiber facilities must be deployed pursuant to the appropriate grant award.

Under the terms outlined here, 123NET commits to setting aside four (4) fiber strands from the deployment within the project's Scope of Work. These strands are dedicated for the exclusive use of the County and the Ottawa County Intermediate School District (ISD) for their individual purposes. These designated fiber strands are for the sole use of the County and the ISD and cannot be leased or transferred to any third-party without 123NET's explicit written approval.

These reserved fibers will be part of the high-capacity 288 fiber cables covering an estimated total of 100 miles across the network. The network scope and number of miles will be dependent on the grant award from MIHI and final design. In every area where 288-count fiber cables are installed as a part of the grant project, 123NET will allocate four fibers for this purpose. If there is less than 100 miles of 288 count fiber cables, then 123NET will bear the additional costs necessary to upgrade cables to reserve four fibers for the County's use. The market value of these strands is estimated to be $4,150,000.00.

While these fibers will be reserved at no cost to the County or the ISD, should either entity choose to utilize them, a negotiation for an Indefeasible Right of Use (IRU) agreement will be initiated between the County and 123NET. 123NET agrees to waive the one-time IRU fee of $4,150,000. However, a maintenance cost-sharing arrangement will be negotiated and included in the IRU.

PROJECT PHASES

Design Phase

Every fiber construction project has roughly the same, mostly linear, process.

1. High-Level Design
   a. This design is typically done using KML or Shapefiles
   b. The design will specify cabinet locations, route miles of fiber, and indicate the location of the fiber paths.
   c. The design will not specify specific cable counts or splice locations.

2. Detailed-Level Design
   a. This design is typically done using AutoCAD or GIS programs.
   b. A field walk of the entire project is required for this level of design.
   c. The design will specify every detail of the project, including splice locations and type of fiber to be placed and meet every specification of the permitting entity.
   d. This is considered a construction-ready print.

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Permitting Phase

a. Detailed-Level Designs are then sent to all necessary permitting entities, and either approved or revisions are requested.

Construction Phase

a. This Phase can have many parts but includes placing conduit, placing hand holes, running fiber, installing cabinets, placing fiber on poles, or any other necessary field activity.

Marketing / Installation Phase

a. After construction is complete, 123NET can begin marketing services to the residents of the County.
b. At this point, 123NET would make it available for customers to sign up for the installation of services.

Funding Overview

123NET and the County have applied for funding through the ROBIN program through the State of Michigan. They intend to apply for other grant programs if it is determined they are needed and if they are available. If grant funds are not secured, then 123NET is committed to improving broadband access in the County and will work with the County to determine what portions of the project are viable if no funding is awarded. Any such plans will be determined and mutually agreed upon by the Parties.

The County will pay for up to 75% or $300,000 (whichever is less) of the costs for the high-level and detailed-level designs, which shall be part of the County's committed $7,495,000 capital contribution and not in addition to that contribution. The remaining 25%, or more, will be funded by 123NET. By completing project designs and applying for necessary permits before grant application are submitted, the Parties intend to strengthen the project grant application, maximizing this project's award prospects.

Adjusting to New Addresses

In a project of this size, the per-address cost is going to vary greatly from home to home due to the inconsistent density of homes. The largest determinant of the cost to pass a given address is going to be the distance of that home from the existing network. For this reason, when many homes are close together, it will drive the overall cost per home down. There are many areas in the County where there are some pockets of home density, but there are many more very isolated homes.

123NET will provide cost justifications for any homes added/subtracted from the total budget of the project for any future adjustments to the scope.

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ATTACHMENT B

Vendor Insurance Requirements / Request

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows

WORKERS' COMPENSATION AND EMPLOYERS'

Worders' Compensation Limits	Michigan Statutory
Employers' Liability Limits	$500,000 Each Accident $500,000 Each Employee $500,000 Aggregate Injury by Disease

COMMERCIAL GENERAL LIABILITY

Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion.
The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE (if applicable)

Residual Liability Limit	$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

PROFESSIONAL LIABILITY (if applicable)

Limit of Liability	$2,500,000 Aggregate Limit

Please provide a certificate of insurance detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned listed as additional insureds. A 30-day notice is required in the event of coverage termination for any reason.

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the certificate must state that the General Liability policy includes a blanket

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additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING , 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897.

Ottawa County-wide Fiber Network

Applicant

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Applicant Information

a.	Applicant Name	123.Net, Inc.					
b.	Does Business as	123NET					
c.	Address	24700 Northwestern Hwy.					
d.	Address 2	Suite 700					
e.	City	Southfield		State	MI	Zip	48075
f.	Federal ID Number	38-3455841	DUNS Number	02-685-5119		Unique Entity Id.	
g.	Agency Type						

- (●) Licensed under the Michigan Telecommunications Act (1991 PA 179, MCL484.2101 to 484.2603)
- ( ) Franchise holder under the Uniform Video Services Local Franchise Act(2006 PA 480, MCL 484.3301 to 484.3315)
- ( ) Broadband Service Provider currently providing service in Michigan
- ( ) Public private-partnership between a governmental entity and an internet service provider
- ( ) Private, Non-Profit

As an applicant to the ROBIN Program I certify that I have read and understand the ROBIN Program Guidance and any linked or accompanying information in its entirety and understand the program guidelines, restrictions, reporting, compliance, and regulations.

(●) Agree ( ) Disagree

Please provide additional details on how you are eligible for this program

Based on the information provided in the program fact sheet, eligible applicants for the ROBIN (Realizing Opportunities with Broadband Infrastructure Networks) program in Michigan must meet the following criteria:
Must be an internet service provider, licensed under the MI Telecommunications Act, franchise holder under the Uniform Video Services Local Franchise Act, or any entity currently providing broadband service in the state.
Governmental entities may apply only as a public-private partnership with an internet service provider.
Must demonstrate experience and financial wherewithal, readiness to build, operate, and maintain the project, long-term project viability, network scalability, and demonstrated community support.
Must participate in the FCC's Affordable Connectivity Program.
Must expend all program funds by the end of 2026.
123NET meets or exceeds all of the previous aforementioned criteria.

Please provide evidence of eligibility 433__123NET_OttawaCounty_Utility License.pdf

Are you registered with the Michigan Public Service Commission's IntrastateTelecommunications Service Providers Registry (ITSP)?

(●) Yes ( ) No ( ) Unsure

Have you provided broadband availability data to the Federal Communications Commission within the last two years?

(●) Yes ( ) No ( ) Unsure

Applicant Identification Numbers: Please provide the following identification numbers for the applicant (if available):

Michigan Tax Identification Number: 38-3455841

Michigan Vendor Identification Number (SIGMA ID): CV0042980

Federal Communications Commission Registration Number (FRN): 0008590846

Service Provider Identification Number (SPIN): 143033395

Project Information

a.	Project Name	Ottawa County-wide Fiber Network		
b.	Is implementing agency same As Applicant			(•) Yes ( ) No
c.	Implementing Agency Name			
d.	Project Start Date	Oct-01-2023	End Date	Dec-01-2026
e.	Amount of Funds Requested	$16,528,806.00	Project Cost	$27,594,000.00

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Contacts

a. Primary Grant Contact

Name	Jonathan Eyerman				
Title	Vice President				
Mailing Address	24700 Northwestern Hwy.				
City	Southfield	State	MI	Zip	48075
Telephone	(248) 228-8245			Fax	
E-mail Address	jeyerman@123.net				

b. Application Author

Name	Devon Puruleski				
Title	Admin Assistant				
Mailing Address	24700 Northwestern Hwy.				
City	Southfield	State	MI	Zip	48075
Telephone	(248) 228-8256			Fax	
E-mail Address	dpuruleski@123.net				

c. Authorized Official

Name	Justin Lampman				
Title	Vice President				
Mailing Address	24700 Northwestern Hwy.				
City	Southfield	State	MI	Zip	48075
Telephone	(248) 228-8219			Fax	
E-mail Address	jl@123.net				

d. Financial Officer

Name	Stefania Stoenica				
Title	Chief Financial Officer				
Mailing Address	24700 Northwestern Hwy.				
City	Southfield	State	MI	Zip	48075
Telephone	(248) 228-8206			Fax	
E-mail Address	stoenica@123.NET				

Project Overview

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Project Overview

Please provide a Project Summary not exceeding 250 words

Ottawa County, with its breathtaking shorelines and vibrant coastal cities, also encompasses a vast rural landscape, making high-speed fiber network implementation a challenge. With a population of about 290,000 residents, the county lacks access to high-speed internet.

Ottawa County has partnered with 123NET through a competitive bid process to implement world-class fiber internet access to the unserved and underserved locations in the county. Through a newly established Public-Private Partnership, the county will contribute $7.5M to the project, which has a total cost of $27.6M. The partnership also includes a contribution of $3.5M from 123NET, which aims to secure an additional $16.6M in ROBIN funding.

123NET's commitment to providing carrier-neutral, open-access solutions is evident in its plans for the Ottawa County network. The network will be 100% carrier-neutral and open-access, allowing ISPs, cable companies, cell carriers, and others to use it as a platform. This approach will increase connectivity and reduce costs across the county. The network will be underground and state-of-the-art, offering residents up to 6 Gbps services and network architecture designed to support more advanced platforms in the future.

The partnership between Ottawa County and 123NET means enterprises, agriculture, and local governments will access 123NET's full suite of world-class products, including dark fiber, network services, and connections to Michigan's best-connected data centers the Detroit Internet Exchange.

With the additional funding from ROBIN and the County combined with 123NET's ability to execute, this project will help Ottawa County become one of the best-connected counties in the world.

Please briefly describe why this project needs funding from the ROBIN Grant Program and why the project could not proceed without this funding. (250 words max.):

Reliable high-speed internet access has become an essential component of modern society. The COVID-19 pandemic underscored this fact as millions of Americans depended on the internet to work remotely and participate in online education. By expanding access in Ottawa County, significant economic benefits can be realized in various areas, such as telemedicine, distance learning, connected agriculture, increased home values, and thriving local small businesses.

123NET and Ottawa County acknowledge the necessity for high-speed internet access to be available to rural areas that have traditionally been overlooked due to the high costs per passing. Recouping the initial investment could take decades without additional funding, making it unattractive for providers. However, with the combined investment from the State of Michigan and 123NET, the long-standing gap in access will finally be bridged.

Is the proposed project a last-mile or middle-mile infrastructure proposal as defined in the ROBIN Grant Program Guidance?

- (•) Last-Mile
- ( ) Middle-Mile

Project Service Delivery

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Proposed Service Area Information

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'LAST-MILE' AS A PROJECT TYPE

Please provide a brief description of the proposed service area (250 words max.):

123NET includes a map of the area impacted by the proposed project. 123NET's proposed network will stretch across Ottawa County and serve the following communities: Allendale Charter Township, Blendon Township, Chester Township, Coopersville, Crockery Township, Ferrysburg, Georgetown Charter Township, Grand Haven, Grand Haven Charter Township, Holland Charter Township, Hudsonville, Jamestown Charter Township, Olive Township, Park Township, Polkton Charter Township, Port Sheldon Township, Robinson Township, Spring Lake Township, Tallmadge Charter Township, Wright Township, Zeeland, and Zeeland Charter Township.

Please upload a PDF overview map of proposed service area — 436__123NET_Ottawa County_HLD.pdf

Proposed infrastructure to be deployed including route locations

Please upload a GIS-compatible file(s) of the proposed infrastructure to be deployed including route locations and other supportive infrastructure to be deployed as a result of the grant. This file(s) should contain the actual proposed locations of infrastructure to be deployed including, but not limited to: fiber transport, fiber to the premise, coaxial, or other similar network routes, cabinets, nodes, pedestals, splice enclosures, towers, huts, etc.

Acceptable file types: ESRI Geodatabase (.gdb), ESRI Shapefile (.shp, .shx, .dbf, .sbn or .sbx, .fbn or .fbx, .ain or .aih, .atx, .ixs, .mxs, .prj, and .xml), Google Earth files (.kml or .kmz).

Please refer to the Application guidance to view an example of the output from such a GIS-compatible file

Name	Attachment
Ottawa County High-Level Design	437_0_123NET_OttawaCounty_Ottawa_HLD.kmz

Spreadsheet of street addresses

Please upload a spreadsheet of street addresses/locations within the proposed service area. Spreadsheet should include full address string (number, street, city, state, zip), location type (residential, business, institution, other), latitude and longitude (if available), and whether the address is currently unserved at 25/3 Mbps or 100/20 Mbps or unknown. — 278__123NET_Ottawa County_AddressData.xlsx

Locations by Type

Locations Passed: Please indicate the total number of locations by type that willbe able to receive improved broadband services as a result of the proposed project:

Type	Locations
Households	3,880
Businesses	596
Community Anchor Institutions	119
Total Locations Passed	4,595

Please list the jurisdictions impacted by the proposed service area:

City(ies)/Village(s): Coopersville, Ferrysburg, Grand Haven, Hudsonville, Zeeland

Township(s): Allendale Charter Township, Blendon Township, Chester Township, Crockery Township, Georgetown Charter Township, Grand Haven Charter Township, Holland Charter Township, Jamestown Charter Township, Olive Township, Park Township, Polkton Charter Township, Port Sheldon Township, Robinson Township, Spring Lake Township, Tallmadge Charter Township, Wright Township, Zeeland Charter Township

County(ies):

☑ Ottawa

State House District(s):

☑ State House District 88 ☑ State House District 89 ☑ State House District 90

State Senate District(s):

☑ State Senate District 30

Description of the broadband service to be provided

Does the proposed service area include (wholly or partially) a Qualified Opportunity Zone? ○ Yes ◉ No

If yes, please list the Census Tract numbers for the impacted Qualified Opportunity Zones

Please provide a brief description of the broadband service to be provided including, but not limited to, the technology to be used, will bandwidth be dedicated or shared, etc. (250 words max.):

The broadband service that 123NET will be providing using XGS-PON (10 Gigabit-capable Passive Optical Network) technology is a high-speed, 100% fiber-optic internet service. XGS-PON is a point-to-multipoint access network technology that supports symmetric and asymmetric data rates of up to 10 Gbps. This means that users can experience very fast internet speeds for uploading and downloading.

When XGS-PON is used to provide shared broadband service, multiple users share the same fiber-optic connection, and the bandwidth is divided among them. This means that the internet speed and quality will vary depending on the number of users and their activities.

Additionally, 123NET is providing Active Ethernet service within the County. The service will have a maximum speed of up to 800/800 Gbps and is a dedicated service.

Minimum Mbps

Are you able to provide the minimum 100/100 Mbps required service speed to all locations identified in the proposed service area? ◉ Yes ○ No

If No, the ROBIN Program allows for a minimum service speed of 100/20 Mbps in cases of extreme geographical, topographical, or financial impracticability of delivering 100/100 Mbps. Such connections must be scalable to 100/100 Mbps. Applicants must provide substantial evidence as to the inpracticability of delivering 100/100 Mbps and the justification for providing a connection speed of 100/20 Mbps instead.

Affordability and Service Limitations

Using the table, please indicate the download and upload speeds of the services to be offered in the proposed service area, the non-discounted or rack rate monthly pricing of unbundled internet-only service should be included for each service offered, as well as the monthly data allowance for customers (if applicable). Applicants must certify their commitment to providing the proposed level of service and cost for at least one (1) year after grant closeout. After this period, grantees are expected to maintain pricing and speed levels for the ROBIN project area consistent with those found in the grantee's non-ROBIN service areas elsewhere in the state.

Download Speed (Mbps)	Upload Speed (Mbps)	Monthly Cost $	Monthly Data Allowance (GB)
250	250	59.00	Unlimited
1,000	1,000	99.00	Unlimited
6,000	6,000	159.00	Unlimited

Affidavit of commitment 442__123NET_OttawaCounty_ AFFIDAVIT OF SERVICE COMMITMENT.pdf

FCC's Affordable Connectivity Program (ACP)

Do you participant in the FCC's Affordable Connectivity Program (ACP)? (●) Yes ( ) No

If No, applicant must participate in ACP within 6 months of receiving a ROBIN grant award. Please attach evidence that they are pursuing ACP participation.

Do you provide a low-cost service offering in conjunction with the ACP that provides ACP eligible households with a net $0 monthly cost of service? (●) Yes ( ) No

If yes, please describe the low-cost service offering.

100/100 Mbps symmetrical fiber internet for $30 a month. Since the ACP benefit provides a discount of up to $30 a month, the net monthly cost could be as low as $0.

123NET is committed to providing affordable and accessible internet service to all residents in Ottawa County, regardless of their income level. By participating in the ACP program, the company can provide discounted broadband service to low-income households, helping to increase access to the internet and improve their quality of life.

Project Costs and Budget

Project Costs and Budget

Please complete the following table with project cost information.

Total Project Cost:	27,594,000.00
Total Grant Request:	16,528,806.00
Total Match Amount:	11,065,194.00
Total Match Percentage:	40.10

Total matching funds: Please complete the table below summarizing the source, amount, and type of matching funds contributed to the project. Applicants should also indicate if the match is secured or not.

Source	Amount	Type	Secure
123NET,			
Ottawa County			

Match commitment letters or evidence

Name of Attachment	Match commitment letters or evidence
Letter of Commitment - Old National Bank	319_0_123NET_OttawaCounty_Letter_of_Commitment.pdf
Ottawa County Letter of Intent	319_1_123NET_OttawaCounty_LetterofIntent.pdf
Ottawa County Letter of Award	319_2_123NET_OttawaCounty_IntenttoAward.pdf

If matching funds or in-kind contributions listed above are not yet secured, please describe the process remaining to secure the funds and the anticipated timeline to do so. (250 words max.):

All Funds are secured.

Budget Summary for Realizing Opportunities with Broadband Infrastructure Networks Grant - 2023
Agency: 123NET
Application: Ottawa County-wide Fiber Network

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	Category	Total	Requested	Cash	Inkind	Narrative
1	Building and Labor					
2	Last Mile Construction Labor					
3	Middle Mile Construction Labor					
4	Last Mile Construction Material					
5	Middle Mile Construction Material					
6	Customer Premise Equipment					
7	Customer Premise Installation					
8	Electronics					
9	Permits					
10	Professional Services and Engineering					
11	Other					
TOTAL EXPENDITURES						

Budget Additional Infomation

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Budget Narrative

Please provide a brief narrative to accompany your project budget (max 400 words).

BUDGET NARRATIVE

Attach additional information as necessary

Five-year stand-alone project financial plan/forecast.

Please use the table to complete a five-year stand-alone project financial plan/forecast.

Five-Year Stand-Alone Project Financial Plan

Project Name	Year 1	Year 2	Year 3	Year 4	Year 5
Anticipated Revenue					
Anticipated Expenses					
Anticipated Grant Funds					
Cash Flow					
Cummulative Cash Flow					

Please provide a brief narrative to accompany your five-year stand-alone project financial plan/forecast (400 words max.):

Additional forecast information

Project Readiness

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Engineering designs, diagrams, and maps

Budgetary engineering designs, diagrams, and maps that show the proposed project. Design documents must clearly demonstrate the applicant's complete understanding of the project and ability to provide the proposed solution. This information must be certified by a professional engineer.

Name of Attachment:	Budgetary engineering designs
Overview Map	353_0_123NET_OttawaCounty_HLD.pdf

Please provide a brief statement to accompany your attached engineering designs, diagrams, and maps indicating your readiness to build, manage, and operate the proposed network.

The attached pdf file is a snapshot of our high-level design. It demonstrates where fiber, access terminals, and cabinets will be placed to facilitate the network. This design must consider the hybrid active/passive design and ensure proper fiber counts throughout the network to facilitate the immediate and future needs of the network. The network is broken up into cabinet areas where the bulk of our equipment will be to service the County's residents. These cabinets will house transport equipment as well as the XGS-PON equipment.

123NET will conduct a field survey of the entire county, which it will then use to verify or adjust this high-level design and use as a basis for building a detailed level design. This final detailed level design will be used to obtain necessary permits and facilitate construction crews.

Evidence of network scalability

Evidence of network scalability

Name of Attachment	Evidence of network scalability
Evidence of Network Scalability	357_0_123NET_OttawaCounty_NetworkScalability.pdf

Please provide a description and evidence that the proposed infrastructure is scalable to meet the anticipated future connectivity demands of the proposed service area. Please indicate the end-user connection speed to which the proposed network is designed to scale. This information must be certified by the equipment manufacturer or a professional engineer. (250 words max.):

XGS-PON (10Gbps-capable Passive Optical Network) is a next-generation fiber-optic broadband technology designed to meet the increasing connectivity demands of residential and business customers. It is an evolution of GPON (Gigabit-capable Passive Optical Network) and can support symmetric speeds of up to 10 Gbps for downstream and upstream traffic. This makes it suitable for high-definition video streaming, online gaming, and telemedicine applications.

The scalability of XGS-PON is ensured by its ability to support a large number of subscribers and its support for wavelength division multiplexing (WDM). With WDM, multiple channels can be transmitted over a single optical fiber, increasing the network's capacity. XGS-PON supports a split ratio of 1:128, which means that a single optical line terminal (OLT) can support up to 128 optical network units (ONUs). This allows service providers to add more subscribers to the network without installing additional OLTs.

Since this network will be established based on single-mode fiber, 123NET will support Active

Ethernet and the previously mentioned PON. Active Ethernet is a symmetrical non-shared service offering that supports speeds up to 800 Gbps.

123NET will also offer dark fiber, which has virtually unlimited capacity.

All of the above will be supported as part of 123NET's open-access network. An open-access network is an infrastructure that allows multiple service providers to offer services to end users over the same network infrastructure. It allows for competition and consumer choice by separating the network infrastructure from the services provided over it.

Project Schedule

28. Please use the table below to complete a project schedule outlining individual tasks and their timing by quarter and year. All projects must be complete by December 31, 2026. (If you need to add additional lines, click on 'Save' and the system will add an additional five lines each time.)

	2023		2024				2025				2026			
Task	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**
Total Project Engineering and Design	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Phase 1 - Permitting	☐	☑	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Phase 1 - Fiber construction and implementation	☐	☐	☐	☑	☑	☑	☐	☐	☐	☐	☐	☐	☐	☐
Phase 1 - Marketing to residents	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐
Phase 1 - Ready to turn up customers	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐
Phase 2 - Permitting	☐	☑	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Phase 2 - Fiber construction and implementation	☐	☐	☐	☑	☑	☑	☐	☐	☐	☐	☐	☐	☐	☐
Phase 2 - Marketing to residents	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐
Phase 2 - Ready to turn up customers	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐
Phase 3 - Permitting	☐	☐	☐	☑	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐
Phase 3 - Fiber construction and implementation	☐	☐	☐	☐	☐	☑	☑	☑	☐	☐	☐	☐	☐	☐
Phase 3 - Marketing to residents	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐
Phase 3 - Ready to turn up customers	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐
Phase 4 - Permitting	☐	☐	☐	☐	☐	☑	☑	☐	☐	☐	☐	☐	☐	☐
Phase 4 - Fiber construction and implementation	☐	☐	☐	☐	☐	☐	☐	☑	☑	☑	☐	☐	☐	☐
Phase 4 - Marketing to residents	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐
Phase 4 - Ready to turn up customers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐
Phase 5 - Permitting	☐	☐	☐	☐	☐	☐	☐	☑	☑	☐	☐	☐	☐	☐
Phase 5 - Fiber construction and implementation	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☑	☑	☐	☐
Phase 5 - Marketing to residents	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐
Phase 5 - Ready to turn up	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐

customers														

Anticipated completion date

Please indicate the anticipated date upon which service to the last location in the proposed project area will be made available. 12/01/2026

Please list any factors that would change or delay the proposed schedule.

Availability of equipment Availability of fiber
Inflationary influences
Permits and regulatory compliance Right of way and Easements

Have all the required local/city/county/state approvals and/or permits necessary for this project to proceed been obtained? ○ Yes ◉ No

If No, what remains to be done and what is required for completing the process of obtaining approvals? Include any permitting timeline in the project schedule.

We believe that our intended partnership with Ottawa County will help pave the way for approval of the permits needed to complete this project.

Will this project require state or federal environmental review, approval, or permits? ○ Yes ◉ No ○ Unsure

If Yes, what remains to be done and what is required for completing the process of obtaining approvals? Include any permitting timeline in the project schedule.

Will this project require state or federal historic, architectural, or archeological review, approval, or permits? ○ Yes ◉ No ○ Unsure

If Yes, what remains to be done and what is required for completing the process of obtaining approvals? Include any permitting timeline in the project schedule.

Project Readiness

Additional evidence of project readiness

Name of Attachment:	Evidence of project readiness
Ottawa County Letter of Intent	390_0_123NET_OttawaCounty_LetterofIntent.pdf
Ottawa County Intent of Award	390_1_123NET_OttawaCounty_IntenttoAward.pdf

Please provide any additional evidence of your project's readiness. This evidence can include, but is not limited to, letters of intent, memorandums of understanding, land/tower lease agreements, right-of-way agreements, permits, etc. Provide a short narrative to accompany this additional evidence.

123NET has obtained a letter of intent from Ottawa county that establishes this project as an important initiative for the county. We believe that this letter of intent is just the beginning of our partnership with the county and as this partnership develops that the underlying entities of the county will continue to help pave the way for the success of this project.

Applicant Capacity

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Brief history of your organization

Please provide a brief history of your organization including experience relevant to the proposed project and your technical, financial, and managerial capabilities to complete the project within the designated project period. (250 words max.):

123NET is a highly experienced organization with a proven track record in completing large fiber projects for some of the world's largest carriers and for General Motors, Ford Motor Company, and Michigan Statewide Education Network (MiSEN). The company established Michigan's largest carrier-neutral data center, DC1, home to the Detroit Internet Exchange (DET-iX).

As a not-for-profit Regional Internet Exchange Point, DET-iX was founded in 2014 to facilitate peering for local and regional Internet service providers. With 72 members and a maximum peak transfer speed of 1350.1 Gbit/s, DET-iX helps reduce costs, improve performance, and increase member reliability.

With its extensive experience in completing large fiber projects, 123NET has the technical expertise, financial resources, and managerial capabilities necessary to complete the proposed project within the designated project period successfully. The company's past projects, including constructing fiber networks for major corporations and educational institutions, demonstrate its ability to deliver high-quality services and solutions to its clients.

123NET's extensive experience, technical expertise, financial resources, and proven track record make it a highly qualified organization to undertake the proposed project.

Organization Chart & Resumes

Applicant organizational chart

Name of Attachment	Organizational chart
Organizational Chart	329_0_123NET_OttawaCounty_ Org Chart.pdf

Resumes of key officers, management personnel, and proposed project management team

Personnel Name	Resume
Patrick Tracy	332_0_123NET_OttawaCounty_ Resume Patrick Tracy.pdf
Carol Johnsonbaugh	332_1_123NET_OttawaCounty_Resume Carol Johnsonbaugh.pdf
Chuck Irvin	332_2_123NET_OttawaCounty_Resume Chuck Irvin.pdf
Dan Irvin	332_3_123NET_OttawaCounty_Resume Dan Irvin.pdf
Greg Jacek	332_4_123NET_OttawaCounty_Resume Greg Jacek.pdf
James Kandler	332_5_123NET_OttawaCounty_Resume James Kandler.pdf

Jonathan Eyerman	332_6_123NET_OttawaCounty_Resume Jonathan Eyerman.pdf
Justin Lampman	332_7_123NET_OttawaCounty_Resume Justin Lampman.pdf
Michael Brumm	332_8_123NET_OttawaCounty_Resume Michael Brumm.pdf
Ryan Duda	332_9_123NET_OttawaCounty_Resume Ryan Duda.pdf
Stefania Stoenica	332_10_123NET_OttawaCounty_Resume Stefania Stoenica.pdf
Tracey Guidotti	332_11_123NET_OttawaCounty_Resume Tracey Guidotti.pdf

Audited Financial Statements

Three years of audited financial statements

Attachment Name	Audited Financial Statements
2019 Reviewed	336_0_123NET_OttawaCounty_2019 REVIEWED.pdf
2020 Reviewed	336_1_123NET_OttawaCounty_2020 REVIEWED.pdf
2021 Reviewed	336_2_123NET_OttawaCounty_2021 REVIEWED.pdf

Please provide a brief statement to accompany your attached audited financial statements and documentation.

Partners, subcontractors, or vendors associated with the project's deliverables

Describe any partners, subcontractors, or vendors associated with the project's deliverables, including but not limited to adoption, deployment, and service delivery. Describe each party's role in the project. This should include a discussion of whether and to what extent the applicant, as well as its anticipated partners, subcontractors, or vendors are organizations incorporated, headquartered, or with a principal place of business in Michigan.

Vendor	City

Safety and training standards

Describe the safety and training standards in place for your employees, including professional certification, licensure, and/or robust in-house training opportunities.

As a fiber internet provider, we prioritize our employees' safety and training standards. Our employees are responsible for installing, maintaining, and repairing fiber-optic networks, which requires specialized knowledge and skills to ensure the safety of our employees and the public. The following are the safety and training standards in place for our employees:

1. In-House Training Opportunities: We provide in-house training opportunities for our employees to stay current with the latest industry standards and technologies. This includes

regular training on OSHA regulations, equipment safety, and emergency procedures.

2. On-the-job training: We provide on-the-job training to our employees to ensure they are well-versed with our organization's specific techniques, procedures, and equipment.
3. Safety Audits and Inspections: We conduct regular safety audits and inspections to ensure that our employees follow proper safety procedures and that our equipment is in good working condition.
4. Regular safety drills: We conduct regular safety drills to ensure that our employees are prepared for emergencies and know how to react to them.

Violations of federal or state labor and employment laws

Have there been any recent violations of federal or state labor and employment laws by your organization? ○ Yes ◉ No ○ Unsure

If Yes, please describe in detail.

Labor standards

Does your company incorporate strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate? ◉ Yes ○ No

If Yes, please describe.

As noted elsewhere, 123NET is an Equal Opportunity employer, actively committed to compliance with federal, state and local labor and employment laws. Although 123NET does not have union workers nor any collective bargaining agreements in place, we have a demonstrated track record of providing competitive wage benefits to our employees. 123NET is fully committed to ensuring pay at or above the prevailing rate as applicable to this Project. 123NET has a proven track record of delivery on large fiber infrastructure projects and an unparalleled commitment to Michigan and deep local projects, including a commitment to its workforce. 123NET considers the “backbone” of its Internet backbone to be its employees, and our commitment to our workforce will be no different on this Project. 123NET’s relationship with the County includes a commitment to hiring local workers. 123NET’s proposal has clear and unequivocal community support from the County as evidenced by 123NET’s selection through the County’s competitive RFP process, the signed LOI with the County, and 123NET’s close working partnership with the County and County residents, businesses and institutions.

Hiring Policy

For this project, will additional labor force needs be met by hiring staff directly with your organization or contracted through another entity?

☑ Directly with company

☑ Contracted through another agency

If direct hire, please estimate the total number of new, directly hired staff needed to complete this project. 23

If this project will be completed using contracted labor, describe your policies and practices that ensure contractors and subcontractors meet high labor standards.

123NET is an Equal Opportunity employer, actively committed to compliance with federal, state and local labor and employment laws. 123NET does not have union workers nor any collective bargaining agreements in place. However, 123NET provides competitive wage benefits and training to its employees. For this project, 123NET may use contracted labor and is committed to hiring local workforce where possible and as available. 123NET

will require all contractors and subcontractors to comply with any grant guidelines and safety and employment law practices.

123NET will be outsourcing some construction and will be adding roughly 23 employees to its labor force.

Prioritization efforts to hire local workers

Describe any prioritization efforts to hire local workers and/or workers from historically disadvantaged communities for this project.

123NET is a Michigan-based organization, and all employees will be hired locally to complete and support this project.

Community and Economic Impact

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Community Support for this project

Demonstration of interest/impact/support from communities **(If you need to upload additional support letters, click on 'Save' and the system will add an additional five lines.)**

Name of Community / Organization	Support Letters
Grand Haven Township	414_0_123NET_OttawaCounty_GrandHavenTownship_LetterofSupport.pdf
Olive Towhnship	414_1_123NET_OttawaCounty_OliveTownship_LetterofSupport.pdf
Tallmadge Charter Township	414_2_123NET_OttawaCounty_Tallmadge_LetterofSupport.pdf
Ottawa County Letter of Intent	414_3_123NET_OttawaCounty_LetterofIntent.pdf

Please provide a description of the community support for this project to accompany relevant attachments. Community support can be expressed through public-private partnerships, letters of support, memorandums of understanding, community broadband plans, or other relevant and appropriate documents.

123NET and Ottawa County have formed a partnership to provide broadband services as part of the "County-wide Broadband Plan." The attached letters of support from Grand Haven Township, Olive Township, and Tallmadge Charter Township demonstrate their endorsement of the broadband expansion plans of Ottawa County and 123NET.

Community Interest

Demonstration of customer interest

Name of Attachment	Customer Interest
Letters of Support	394_0_123NET_OttawaCounty_ResidentialSupport.pdf

Please provide a brief statement to accompany the demonstration of customer interest you have attached to this application. This description should include the method used for gauging customer interest and the results.

We have collected letters of support from residents, emphasizing the urgent need for this project to bridge the digital divide and provide dependable internet access to some of the most underserved communities in the state.

Community Anchor Institutions (CAI) served

Please list the specific community anchor institutions (CAIs) to be served by the proposed project. Attach evidence of support for the project from impacted CAIs (if applicable). **(If you need to upload additional support letters, click on 'Save' and the system will add an additional five lines.)**

CAI Name	Address	Type of CAI	Letter of Support
Ottawa County Sheriff's Office	12220 Fillmore St. West Olive	Other (Law Enforcement)	458_0_123NET_OttawaCounty_SheriffsOffice_

			LetterofSupport.pdf
Ottawa Area ISD	12220 Fillmore St. West Olive	School	458_1_123NET_OttawaCounty_OttawaCountyBroadband_LetterofSupport.pdf
Grand Valley State University	12220 Fillmore Street West Olive	School	458_2_123NET_OttawaCounty_GrandValley.pdf

SPIN Information

Evidence of application for a SPIN (if applicable) **If the proposed project includes connections to schools or libraries, please ensure you have entered your SPIN at the beginning of this application. For applicants without a SPIN please provide evidence of your application for a SPIN.**

Name of Evidence	Evidence of Application for SPIN

If the proposed project includes connections to schools or libraries, please provide your SPIN or evidence of application for a SPIN from the FCC Universal Service Administrative Company (USAC) and demonstration of your knowledge of E-rate and working with the FCC/USAC.

Need for improved broadband service for businesses

Evidence of interest, impact, or support from businesses. **(If you need to upload additional Evidence of Interest, click on 'Save' and the system will add an additional five lines.)**

Name of Attachment	Evidence of interest
Letter of Support Farm Bureau	398_0_123NET_OttawaCounty_FarmBureau_LetterofSupport.pdf

Please provide a brief description of the businesses needing improved broadband service in the proposed project area and the level of improvement needed. Attach statements or evidence regarding the benefits from the proposed connectivity solution and how it will impact those businesses.

The proposed project area needs improved broadband service to support the growing needs of local businesses. These businesses include small and medium-sized enterprises such as retail stores, restaurants, professional services, and more significant industries such as healthcare, education, and agriculture.

The level of improvement needed varies among businesses. For example, small retail stores may only require basic internet connectivity for point-of-sale systems and online ordering. In contrast, larger industries such as healthcare require high-speed, reliable internet connectivity for telemedicine and electronic medical records.

The proposed connectivity solution will provide faster and more reliable internet service to businesses in the area, allowing them to improve their operations and expand their capabilities. For example, faster internet speeds will enable businesses to process transactions more quickly, improving customer service and increasing revenue. Reliable internet connectivity will also enable businesses to access new technologies and applications, such as cloud-based services and e-commerce platforms, which can improve efficiency and reduce costs.

In agriculture, the proposed connectivity solution will also benefit farmers, ranchers, and growers. High-speed internet access will enable farmers to access precision agriculture tools such as drones and sensors, allowing them to gather data, monitor crop health, and make better decisions about planting, fertilizing, and harvesting. This can help farmers optimize yields, reduce costs, and improve the overall efficiency of their operations. Additionally, high-speed internet will enable farmers to access new markets, such as online platforms for selling

their product.

Direct job creation

Evidence of job creation

459__123NET_OttawaCounty_community_impact_study.pdf

Describe and account for any direct job creation in the proposed service area related to this project, if funded. Provide supplemental evidence if available. Job creation here means those jobs created in the community as a result of new internet connectivity being deployed, not any jobs created to deploy the proposed network.

Studies have shown positive impacts of broadband on local economies including accelerated distribution of information, fostering development of new products and processes, and facilitating the introduction of new work practices, entrepreneurial activities, and improved job matching.

"Increasing access and usage of broadband infrastructure in rural areas (and the amenities, digital skills, online education, and job search opportunities that come with it) lead to higher property values, increased job and population growth, higher rates of new business formation, and lower unemployment rates, according to researchers at the Federal Reserve Bank of Richmond." Brookings, The Benefits & Costs of Broadband Expansion (2021).

Training and Awareness

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Proposed digital literacy training events, materials

Please describe any proposed digital literacy training events, materials, and/or resources that will be provided to residents or businesses impacted by the proposed connectivity. Include the number and type of events, including commitments from any partners included in the digital literacy training and the anticipated outcomes from related activities. The description must provide clear detail and contain measurable metrics for the proposed programs or partnerships.

To provide residents and businesses with access to new internet connectivity, the following materials will be available:

1. User guides: Simple and easy-to-follow guides on how to set up and use the new internet service.
2. Tutorial videos: Short and informative videos demonstrating the installation process, connecting devices to the network, and using various features of the service.
3. Online resources: A dedicated website or portal containing FAQs, troubleshooting tips, and other relevant information about the service.
4. Community workshops: Hands-on workshops or classes for residents and businesses to learn about the new internet connectivity, digital literacy skills, and how to effectively use the service.
5. Marketing materials: Brochures, flyers, and posters to educate the community about the new service and its benefits.
6. Personalized support: A dedicated support team to answer questions and provide assistance to residents and businesses as they transition to the new service.

Please upload e evidence of training partnership, materials, etc. — 508__123NET_Ottawa County_Evidence of Training.pdf

Materials and Method(s) to be used

Please describe the materials and method(s) to be used for providing residents and businesses with information promoting the use of an internet connection for improving quality of life, access to resources, economic opportunity, etc., in the proposed service area. Partnerships with local CAIs that build awareness for enriching online opportunities for residents and businesses are highly encouraged.

Examples of these opportunities include, but are not limited to, telehealth applications, access to government services, e-learning, job and career readiness programs, public safety information, cybersecurity training, etc. This description must provide clear detail and contain measurable metrics.

123NET is planning to campaign on social media to bring awareness to the residents and businesses in Ottawa County. Additionally, a list of addresses will be used to send mailers to inform the community and bring awareness to the options that are available on a business-to-business and business-to-consumer level. Individuals who have submitted letters of support and registered on the support page will be added to a communications list to keep them updated on all developments related to the project. The project page is: https://www.123.net/ottawa-county/

Evidence of awareness activities — 511__123NET_OttawaCounty_EvidenceofAwareness.pdf

Commitment to improving the adoption rate of broadband services

Describe how the project commits to improving the adoption rate of broadband services, including, but not limited to, special service rates, internet-enabled devices that meet the needs of the user, and digital skills training.

123NET will increase the adoption rate of broadband services is by making broadband services more affordable and accessible to a broader range of people, particularly those in rural or underserved areas such as most of Ottawa County. 123NET is dedicated to offering high-speed fiber internet in Michigan and takes pride in participating in the Affordable Connectivity Program (ACP). The ACP is a Federal Program that aids eligible residents and households in paying for internet connectivity. This project will allow eligible customers to receive a discount of up to $30 per month on their residential internet service.

Another approach will be to educate the public on the benefits of broadband, such as increased productivity, improved education opportunities, and access to a wealth of online resources. Additionally, 123NET has an interest in partnering with local communities and government agencies to provide technical support and training that can help bridge the digital divide and encourage wider adoption of broadband services. By taking a multi-faceted approach and addressing the various barriers to adoption, the adoption rate of broadband services can be significantly improved, bringing the benefits of the digital age to more people and communities.

Promotion of customer take rate

Explain how you plan to promote customer take rate, including marketing activities, outreach plan, and other actions to reach the identified serviceable units within the project area. Provide the anticipated take rate and describe the basis for the estimate.

To maximize the customer take rate, 123NET has devised the following strategies:

1. Marketing Activities: Utilizing various media channels, such as television, radio, print, and online, to advertise and inform potential customers of the benefits of their services.

2. Outreach Plan: Reaching all serviceable addresses and units within the project area via door-to-door campaigns, community events, and informational sessions. This will target all demographics, including all businesses and households that can benefit from high-speed internet.

3. Public Relations: A public relations strategy to increase visibility and credibility for the project, which will include press releases, speaking engagements, and social media campaigns.

4. Incentives: Offering potential customers incentives to encourage sign up, such as free months and a residential referral program that gives free months of service for referrals.

5. Estimate Basis: Anticipated take rate estimated on historical data, market research, and target market analysis, as well as market research and analysis of other underserved and underserved areas and existing demand for high-speed internet within the county. 123NET estimates a take rate of 50%.

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****AMENDED****

Realizing Opportunity with Broadband Infrastructure Networks Grant Agreement

Michigan High-Speed Internet Office,
Department of Labor and Economic Opportunity

***AMENDED TO MODIFY GRANT AMOUNT, MATCH AMOUNT, PROJECT TOTAL, LOCATIONS AND FUNDS COMMITTED TO GRANTEE**

General Information	
Grantee Name* **Name must match the name associated with its unique entity identifier*	123NET
EGrAMS Application Number	230155 – Ottawa County
Grantee's Unique Entity Identifier (UEI)	G64CCRAC1F28
Federal Award Identification Number (FAIN)	CPFFN0190
Grantee's SIGMA Vendor ID	CV0042980
Federal Award Date (of award to pass-through entity by the Federal Agency)	03/11/2022
Period of Agreement Start Date	5/1/2024
Period of Agreement End Date	12/31/2026
Amount of Federal Funds Obligated By this action by the pass-through entity to Grantee.	$8,836,466.96
Total Amount of Federal Funds Obligated to the Grantee by the pass-through entity including the current obligation	$37,486,324.02
Total Amount of the Federal Award committed to the grantee by the pass-through entity.	$419,673.72
Federal Award Project Description** ***Required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)*	ROBIN is a high-speed internet last mile and middle mile infrastructure competitive grant program with $238 Million in project funds from the US Treasury as part of the Coronavirus Capital Projects Fund. ROBIN provides funds to internet service providers and public-private partnerships for the expansion of broadband infrastructure to unserved areas.
Name of Federal Awarding Agency	U.S. Department of the Treasury
Name of Pass-through Entity	Michigan High-Speed Internet Office

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	(MIHI), Department of Labor and Economic Opportunity, State of Michigan
Contact Information for Awarding Official of Pass-through Entity	Jennifer Duffey, Compliance and Reporting Manager, MIHI 517-375-+1112 duffeyj1@Michigan.gov
Assistance Listing Number (ALN) *(formerly CFDA #):*	21.029
Indirect Cost Rate of Federal Award *(Including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).*	4.12%

Project Description and Purpose

Per section 359 of Michigan Public Act 53 of 2022, the Michigan High-Speed Internet (MIHI) Office within the Department of Labor and Economic Opportunity (LEO) must administer a statewide broadband service grant program, commonly known as the Realizing Opportunity with Broadband Infrastructure Networks (ROBIN) Grant Program. Through last mile and middle mile projects, infrastructure grants must only be allocated for projects that support the provision of broadband service in unserved areas and must be issued based on a competitive process. The process must be based on technology neutral and scalable network standards, and result in awards to applicants proposing projects based on objective and efficient procedures.

Grantee Relationship

For the purposes of federal requirements and reporting, ROBIN grantees are classified as Coronavirus Capital Projects Fund subrecipients.

Statement of Work

1. Grantee agrees to undertake, perform, and complete the services, to all proposed service locations as described in their ROBIN grant application, no later than December 31, 2026 (Appendix I).
2. Any change to the Statement of Work, by either the Grantee or Department, requires a formal amendment.
3. Project Description: Grantee is proposing a broadband infrastructure network project that will connect 2,456 locations. The grantee is proposing to offer speeds no less than 100/100 Mbps.

Funding Source and Agreement Amount

MIHI agrees to provide the Grantee with grant funding subject to the terms and conditions, and limitations set forth herein.

1. Including State funds and required Grantee match, the total amount of this Agreement is $14,752,037.68.
2. MIHI, under the terms of this Agreement, will provide funding not to exceed $8,836,466.96.
3. The Grantee, under the terms of this Agreement, will provide 40.1% match not to

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exceed $5,915,570.72.

4. The grant award is valid contingent upon the availability of funds. If MIHI's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason this grant may be reduced or cancelled.

Program Budget

Any single or cumulative change in the budget of 20% or more of the grant amount, by either the Grantee or MIHI, requires a formal Amendment. The Department reserves all rights to reallocate or reprogram funds based on budget savings. Match is required to be used proportionally during the grant performance period and reported as such unless a match waiver is approved by MIHI.

Distribution of Grant Funds

1. Grantee will submit invoices and proof of payment (e.g., check stubs, bank statements, etc.) to MIHI quarterly following the successful execution of a grant agreement.
2. MIHI will only disburse payments under this Agreement through electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService
3. If Grantee does not register, the Department is not liable for failure to provide payment.
4. All grants are funded on a reimbursement-only basis (award funds are provided as a reimbursement to the grantee for eligible expenditures from the previous reporting period and documented and with proof of payment).
5. Reimbursement may be delayed should the grantee fail to provide all required reports and other documentation or is not in compliance with the Agreement conditions and requirements.
6. Grant closeout will require certification from a professional engineer that the project has been completed; that the design and installation conform to all applicable federal, state, and local requirements and standard engineering practice; and that the installed infrastructure will provide the broadband service stated in the application.
7. The final 15% of grant funds will be withheld by MIHI until certification of project completion has been received as indicated above.

Use of Funds Restrictions

Unless otherwise permitted by Treasury, Capital Projects Fund grant funds may not be used for the following purposes:

1. Acquisition of spectrum licenses;
2. Operating expenses, other than grant administration costs;
3. Short-term operating leases;
4. Payment of interest or principal on outstanding debt instruments, or other debt service costs incurred prior to execution of the Grant Agreement;
5. Fees or issuance costs associated with the issuance of new debt;
6. Satisfaction of any obligation arising under or pursuant to a settlement

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agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding; or

7. To support or oppose collective bargaining. This does not affect the ability to use funds to comply with 41 C.F.R. 60-1.4.
8. General infrastructure projects, such as highways, bridges, transit systems, and ports, are ineligible under the Capital Projects Fund program. General construction and improvement of hospitals and traditional schools are not presumed to be eligible, although, there may be opportunities for such projects to receive funding under the Capital Projects Fund program if they meet the project eligibility criteria. Such projects will be reviewed on a case-by-case basis.

Recordkeeping Requirements

Grantee must maintain records and financial documents until at least December 31, 2031, which is five years after the expenditure deadline for the Capital Projects Fund. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Grantee must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

Single Audit Requirements

Grantee's that expend more than $750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantee's may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Civil Rights Compliance

Recipients of federal financial assistance from the Treasury, including ROBIN program grantee's, are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect

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and review information from recipients and grantees to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients and grantee's submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

Termination/Recovery of Funds

Any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement be found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the grantee shall be returned to the State of Michigan within 120 calendar days of receipt of any notice of recoupment.

Capital Projects Funds provided by the State of Michigan must adhere to the U.S. Department of the Treasury's Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures, and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), the State of Michigan reserves the right to monitor the grantee and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the grantee. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment. If at any time a grantee owes money to the State of Michigan, or any agency thereof, for any reason, and the grantee is delinquent on such funds, all funding from the ROBIN program will cease until the owed funds and any penalties are resolved.

Protective Personally Identifiable Information (PII) and the Privacy Act

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the grantee is required to take reasonable measures to safeguard protected personally identifiable information and other information the U.S. Department of the Treasury or State of Michigan designates as sensitive or the grantee considers sensitive consistent with applicable federal, state, local, or tribal laws regarding privacy and responsibility over confidentiality.

Debarment and Suspension

The grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

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1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement 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) or private 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the subrecipient's present responsibilities.

Allowable Costs

As outlined in the Uniform Guidance at 2 C.F.R. 200, Subpart E, regarding Cost Principles, allowable costs are based on the premise that a grantee is responsible for the effective administration of federal awards, application of sound management practices, and administration of federal funds in a manner consistent with the program objectives and terms and conditions of the award. Any costs reimbursed with program funds must be reasonable and allocable, as described in 2 C.F.R Part 200.404 and Part 200.405, respectively. The costs related to the project are only allowed to be charged to the grant if they are necessary and reasonable for the performance of the grant program award. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both, as described in 2 C.F.R. 200.403. Direct costs are those that are identified specifically as costs of implementing the program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the grant award such as the cost of facilities or administrative functions like a director's office contract support, materials, and supplies for a project. If a grantee has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the subrecipient may use its current NICRA. Alternatively, if the grantee does not have a NICRA, the grantee may elect to use the de minimis rate of ten percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

Cost principles, procurement practices and fixed amount subawards (per U.S. Treasury CPF Supplementary Broadband Guidance, issued May 17, 2023)

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ISPs that receive fixed amount subawards and ISPs that are treated as contractors are not required to comply with the cost principles and procurement practices of the Uniform Guidance.

In general, the Uniform Guidance provides that grantees must follow the procurement rules and cost principles in determining which costs incurred by grantees may be covered using the award. These requirements apply to non-federal entities as well as for-profit grantees.

The Uniform Guidance permits agencies to provide an exception from the cost principles and procurement requirements in the case of fixed amount subawards (See 2 CFR 200.1, 200.201(b), and 200.333). Typically, fixed amount subawards may only be issued with the prior written approval of the federal awarding agency and only in an amount up to the $250,000 Simplified Acquisition Threshold. Treasury, with the approval of the Office of Management and Budget, has provided that recipients may issue fixed amount subawards for broadband infrastructure projects without further Treasury approval regardless of whether the value of the subaward exceeds $250,000 and that subrecipients are not required to apply the cost principles and procurement requirements of the Uniform Guidance to ISPs receiving such fixed amount subawards.

Treasury further clarifies that a subaward that otherwise meets the requirements of 2 CFR 200.201(b) may be considered a fixed amount subaward even if: 1) the recipient uses its discretion to impose a cost-sharing or match requirement on the subrecipient; or 2) the recipient requires ISPs to submit evidence of costs. More specifically, subawards that provide for a maximum payment amount that is calculated based on a reasonable estimate of actual cost (see 2 CFR 200.201(b)(1)) will be considered fixed amount subawards even if the subaward agreement also provides that payments to the ISP subrecipient will be limited to actual costs after review of evidence of costs. Pursuant to section 200.201(b)(3) of the Uniform Guidance, the subrecipient must certify in writing to the recipient at the end of the federal award that the project or activity funded under the fixed amount subaward was completed. Accordingly, an ISP receiving a fixed amount subaward must certify to the recipient that the broadband project reached completion by the end of the period of performance, December 31, 2026.

<u>Program Income (per U.S. Treasury CPF Supplementary Broadband Guidance, issued May 17, 2023)</u>

The default rule of the Uniform Guidance is that program income must be deducted from the award amount unless the awarding agency provides otherwise. The definition for program income can be found in 2 CFR 200.1, and the treatment of program income is discussed in 2 CFR 200.307. Treasury has provided the following guidance for broadband projects:

Income generated by grantee ISPs from subawards will not be considered program income and ISPs may use such income without restriction.
Treasury clarifies that income from indefeasible rights of use (IRUs) and leases relating

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to broadband infrastructure will not be considered program income.

Capital Expenditures

As with all other uses of funds under the CPF program, the Uniform Guidance at 2 C.F.R. 200 generally applies to capital expenditures unless stated otherwise. Importantly, this includes 2 C.F.R. 200 Subpart D on post-federal award requirements, including property standards pertaining to insurance coverage, real property, and equipment; procurement standards; grantee monitoring and management; and record retention and access.

Ownership of Infrastructure (per U.S. Treasury CPF Supplementary Broadband Guidance, issued May 17, 2023)

The Uniform Guidance sets forth property standards for property acquired or improved under a federal award. Treasury is providing that the following requirements will apply to broadband infrastructure installed under fixed amount subawards.

Instead of applying the full Uniform Guidance provisions, Treasury is providing that the following requirements will apply in the case of property associated with a broadband infrastructure project funded with the CPF and completed by December 31, 2026. In this case, the federal interest in CPF broadband infrastructure will last until December 31, 2034 (Federal Interest Period).

Title to real property or equipment acquired or improved under the award (i.e., the broadband infrastructure installed pursuant to the grantee's subaward or contract with the recipient) (Project Property) vests in the grantee, subject to the condition that, for the duration of the Federal Interest Period, the grantee and any successors or transferees:

1. Must use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below,
2. Must continue to provide internet service to the service areas and at the standard initially agreed upon by the recipient and grantee,
3. Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services,
4. Must comply with the requirements of section 200.310 (Insurance), which may be satisfied by adequate self-insurance,
5. Must comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest,
6. Must maintain records of real property that include an indication of the applicable

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federal interest,

7. May dispose of Project Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property,
8. May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest, and
9. Must notify the State of Michigan/MIHI and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the ISP or its affiliates.

Pursuant to 2 CFR 200.316 and in recognition that these broadband programs are being executed for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the ISP must hold Project Property in trust for the beneficiaries of the CPF broadband infrastructure project.

ISPs may encumber Project Property if Treasury receives a shared first lien position in the Project Property such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the property that is equal to Treasury's percentage contribution to the project costs. For example, in the case in which Treasury had contributed 50 percent of the project costs, Treasury would receive 50 percent of the fair market value of the Project Property when liquidated. Treasury will post standard forms of liens, covenants, and intercreditor agreements to implement this arrangement. Treasury will not otherwise require ISPs following these requirements to record liens or other notices of record.

An ISP must comply with 2 CFR 200.312, to the extent any federally owned real property or equipment is used by the ISP.

An ISP not complying with the requirements provided in this guidance must request disposition instructions from Treasury pursuant to 2 CFR 200.311(c) or 200.313(e), as applicable.

Except as provided above, the property standards set forth in 2 CFR 200.311 and 200.313 - 315 shall not apply. Recipients may impose additional conditions at their discretion but may not grant exceptions from these requirements without the consent of Treasury.

<u>Labor Agreements and Standards:</u>

Recipients and subrecipients(grantee's) of federal funds will be required to comply with

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federal labor standards, including but not limited to:

1. Labor Standards Provisions of 29 C.F.R. 5
2. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. 3701- 3708)
3. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-219)
4. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

For projects over $5 million (based on expected total cost), the grantee may provide a certification that all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in-construction law. If such certification is not provided, a grantee must provide a project employment and local impact report.

A grantee may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the grantee does not provide such certification, the grantee must provide a project workforce continuity plan.

It is important that investments utilizing Coronavirus Capital Projects Funds be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Grantees are encouraged to ensure that projects incorporate strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Among other requirements contained in 2 C.F.R. 200, Appendix II, all contracts made by the MIHI Office in excess of $100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Contract Work Hours and Safety Standards

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non–federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

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required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Eligible CPF expenditures under this project

Pursuant to statute, the ROBIN Grant Program for statewide broadband shall be administered by the Department through the MIHI Office to applicants for broadband infrastructure grants. Projects that deploy last mile and middle mile broadband service to unserved locations are eligible.

The ROBIN Grant Program can pay up to eighty-five percent (85%) of the eligible costs for a qualifying project. “Costs” means the cost of the acquisition and installation of middle mile and last mile infrastructure that support eligible broadband service delivery to eligible locations. The MIHI Office in partnership with the U.S. Department of the Treasury will make the final determinations of eligible costs. Eligible costs may include, but are not limited to:

1. Pre-project but post-award, development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, and needs assessments; permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews.
2. Costs of repair, rehabilitation, construction, improvement, and acquisition of real property, equipment (e.g., devices and office equipment), and facilities (e.g., telecommunications equipment, including infrastructure for backhaul, middle, and last mile networks).
3. Cost of long-term leases (for terms greater than one year) of facilities required to provide eligible broadband service, including indefeasible right-of-use (IRU) agreements and capital leases.
4. Personnel costs including salaries and fringe benefits for staff and consultants required for carrying out a project (e.g., project managers, program directors, subject matter experts, equity consultants, grant administrators, financial analysts, accountants, and attorneys).
5. Ancillary costs necessary to operationalize and put the capital assets to full use, including costs to increase broadband adoption and improve digital literacy.
6. Costs associated with monitoring of and reporting on projects in compliance with MIHI Office and U.S. Department of the Treasury reporting requirements, including award closeout costs.
7. Costs associated with collecting and measuring performance data and conducting activities needed to establish and maintain a performance

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management and evaluation regime.

Ineligible CPF expenditures under this project

Ineligible project costs may include, but are not limited to:

1. Indirect or operational expenses that exceed ten percent (10%) of the total project cost or $2,000,000, whichever is less;
2. Costs associated with completing or filing an application for the grant;
3. Expenses related to the provision of telephone or video services which are not necessary for the delivery of broadband services; and,
4. Any expense incurred prior to the formal acceptance and execution of a grant agreement.

The MIHI Office in partnership with the U.S. Department of the Treasury will make the final determinations of ineligible costs.

Period of Performance
This project will be administered from 4/1/2024 through 12/31/2026.

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Stefania Stoenica, Chief Financial Officer, 123NET

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Publications
Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CPFFN0190 awarded to The State of Michigan by the U.S. Department of the Treasury."

Reporting Requirements
All recipients/grantee's of federal funds must complete financial, performance, and compliance reporting as required the Grant Agreement, 2 CFR 200.328, 2 CFR 200.329, and as outlined in Part 2 of the Coronavirus Capital Projects Fund Compliance and Reporting Guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.

Grantee's must report against project and expenditure requirements each quarter. Performance reports will be due annually. The program lead will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program.

Standard Provisions: Program Requirements

Funds were added under section 604 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus Capital Projects Fund. The State of Michigan was awarded $250 million under the Capital Projects Fund on March 11, 2022.

Assistance Listing Number (ALN) (formerly CFDA #): 21.029
FAIN #: CPFFN0190
2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards generally apply to this funding.

Each grantee must register with the Federal System for Award Management (SAM) by the time of award disbursement. The SAM website is https://sam.gov/content/home. The direct hyperlink for SAM.gov registration is https://sam.gov/content/entity-registration

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Each grantee must complete the 'MISS DIG 811 Safe Excavation Practices' online training. The MISS DIG 811 website is: https://missdig811.skillbuilder.co/

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds

The U.S. Department of Treasury has indicated in the Guidance for the Coronavirus Capital Projects Fund that the CPF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.

The CPF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). The U.S. Treasury Supplementary Broadband Guidance, issued on May 17, 2023, classifies grantee's as subrecipients who must follow the provisions of the Uniform Guidance relating to subrecipients, subject to clarifications and additional guidance on property, program income, cost principles, procurement, audit, and monitoring requirements.

In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of CPF funds, and CPF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 2023).

2 CFR 35.9 Compliance with Applicable Laws
Grantee's must comply with all other applicable federal statutes, regulations, and executive orders, and a grantee shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

200.214 Suspension and debarment.
Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain

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parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

2 CFR 200.303 Internal Controls

The non-federal entity must:

1. Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award.
2. Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
3. Evaluate and monitor the non-federal entity's compliance with statutes, regulations, and the terms and conditions of federal awards.
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. Take reasonable measures to safeguard protected personally identifiable information.

Audits

This Section applies to Grantee and any subcontractors that perform services in connection with this Agreement.

1. Statutory Records Maintenance, Inspection, Examination, and Audit

    a. The State or its designee may audit Grantee to verify compliance with this Agreement. Grantee, including any of its subcontractors, must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Agreement through the Term and any extension thereof and for five years after the latter of termination, expiration, or final payment under this Agreement ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

    b. Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where activities under the Agreement are being performed, and examine, copy, and audit all records related to this Agreement. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent requests for reimbursement until the amount is paid or refunded.

2. Department Monitoring Reviews

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a. The Department may conduct on-site monitoring visit(s) and/or audit(s) of Grantee, including any of its subcontractors, any time during the Term with limited notification, to determine if Grantee is complying with the requirements of this Agreement. All records and personnel related to the Agreement must be made available during any visit, including subcontractors, if requested. The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Grantee and its subcontractors shall work cooperatively with the evaluation team and in such a manner that enables the program to be fully reviewed and assessed, and produce all records and documentation requested to verify compliance with the grant requirements. The Department may require the completion of an audit before final payment.

2 CFR 200.331 – 200.333 Subrecipient (Grantee) Monitoring and Management

Subawards are not authorized with this funding.

2 CFR 200.501 – Audit Requirements

1. Audit required. A non-federal entity that expends $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
2. Single audit. A non-federal entity that expends $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
3. Program-specific audit election. When an auditee expends federal awards under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient (grantee), approves in advance a program-specific audit.
4. Exemption when federal awards expended are less than $750,000. A non-federal entity that expends less than $750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
5. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
6. Subrecipients and contractors. An auditee may simultaneously be a recipient, a

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subrecipient (grantee), and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not federal awards. Section § 200.331 sets forth the considerations in determining whether payments constitute a federal award or a payment for goods or services provided as a contractor.

7. Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with federal statutes, regulations, and the terms and conditions of federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with federal statutes, regulations, and the terms and conditions of federal awards.
8. For-profit grantee. Since this part does not apply to for-profit grantee's, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit grantees. The agreement with the for-profit grantee must describe applicable compliance requirements and the for-profit grantee's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit grantees may include pre-award audits, monitoring during the agreement, and post-award audits. See also § 200.332.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

2 CFR 200.508 – Auditee Responsibilities

The auditee must:

1. Procure or otherwise arrange for the audit, if required.
2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards.
3. Promptly follow up and take corrective action on the audit findings.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

Clarification of Audit and Monitoring Requirements (per U.S. Treasury CPF Supplementary Broadband Guidance, issued May 17, 2023)

Under the Uniform Guidance, all non-federal entity subrecipients (grantees) are subject to the audit requirements in Subpart F, including ISPs. Non-federal entity grantees are required to submit single audits or program-specific audits to the Federal Audit Clearinghouse (FAC), the government-wide repository for audits of financial assistance

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programs.

For-profit grantees are not subject to Subpart F but are subject to the terms and conditions in the award between a federal awarding agency and a recipient, and, pursuant to 2 CFR 200.501(h), recipients have an obligation to ensure compliance by for-profit grantees. Under that provision, methods to ensure compliance for federal awards made to for-profit grantees may include pre-award audits, monitoring during the agreement, and post-award audits.

This provision may be satisfied by the submission of an audit or other documentation that covers multiple subawards and multiple federal programs. For-profit grantees may use the Schedule of Expenditures of Federal Awards (SEFA) as a framework for how to organize expenditure data across programs.

Repayment for ineligible CPF expenditures or under spending

Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that a grantee receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the State of Michigan may withhold payment of state funds, in part or in whole, payable from any state appropriation.

All grantees are subject to future audits and must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the grantee's records and financial statements to ensure compliance with federal statutes, regulations and the terms and conditions of the grant award.

CPF Record Retention Requirements

Subrecipients (Grantees) of Capital Projects Fund payments shall maintain and make available to the State of Michigan and/or the U.S. Department of the Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)).

Records shall be maintained at least until December 31, 2031, which is five years after the expenditure deadline for the Capital Projects Fund. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Capital Projects Fund payments from prime recipients.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

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1. General ledger and subsidiary ledgers used to account for (a) the receipt of Capital Projects Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
2. Budget records;
3. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
4. Receipts of purchases made related to addressing the COVID-19 public health emergency or its negative economic impacts;
5. Contracts and subcontracts entered into using Capital Projects Fund payments and all documents related to such contracts;
6. Grant agreements and grant subaward agreements entered into using Capital Projects Fund payments and all documents related to such awards;
7. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients/grantees.
8. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards/grantees;
9. All internal and external email/electronic communications related to use of Capital Projects Fund payments; and
10. All investigative files and inquiry reports involving Capital Projects Fund payments.

Reporting Requirements:

123NET will complete and submit quarterly reports and annual performance reviews from April 1, 2024 to December 31, 2026.

Please note, grantees will not be required to report to U.S. Treasury directly. As the primary recipient of Capital Projects Funds, the State of Michigan will be required to submit the Quarterly Project and Expenditure Report and the Recovery Plan Performance Report. However, to comply with federal reporting requirements, subrecipients of Capital Projects Funds (grantees), will be required to submit certain information, as defined below, to State of Michigan reporting entities.

The program lead will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category.

Reporting Timeline

Programs using CPF are required to report on a quarterly basis on expenditures and programmatic data.

Reporting Templates
Reporting templates will be provided by the MIHI Office.

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As of April 4, 2022, the Federal Government will use a Unique Entity Identifier (UEI) created in SAM.gov as the official subrecipient identifier. All subrecipients/grantees will be required to maintain an active registration on SAM.gov and provide a UEI as part of reporting requirements.

Required Performance Indicators and Project Data Reporting

See Part 2 in the Coronavirus Capital Projects Fund Compliance and Reporting Guidance for the full requirements pertaining to Quarterly Performance and Expenditure Reports as well as Annual Performance Reports.

Programmatic Indicators for Quarterly Performance and Expenditure Report

The Recipient must provide project-level data for the following measures:

Project Use Code 1A – Broadband Infrastructure Projects:

- Project technology type(s) (Planned/Actual)
  - Fiber
  - Coaxial cable
  - Terrestrial fixed wireless
  - Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
  - Total number of locations served, broken out by speeds:
    - Pre-CPF Investment:
      - Number receiving less than 25/3 Mbps
      - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
    - Post-CPF Investment (Planned/Actual):
      - Number receiving minimum 100/100 Mbps
      - Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
  - Total number of funded locations served, broken out by type (Planned/Actual):
    - Residential
      - Total housing units
    - Business
    - Community anchor institution
- Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service
- Confirmation that the provider is participating in the FCC's Accordable Connectivity Program (ACP) (Actual)

For each location served by a project, the recipient must collect from the grantee and submit the following information to Treasury using a predetermined file format that will be provided by Treasury on the CPF website:

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- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location type
  - Residential
    - If Residential, number of housing units
  - Business
  - Community anchor institution
- Speed tier at the location of pre-CPF investment
  - Below 25/3 Mbps
  - 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-CPF investment
  - Maximum download speed offered
  - Maximum download speed delivered
  - Maximum upload speed offered
  - Maximum upload speed delivered
  - Latency

Quarterly Project and Expenditure Report Timeline

Report Timelines			
Report	Report Type	Period Covered	Due Date
8	P&E Q2	April 1, 2024 – June 30, 2024	July 10, 2024
P2	Performance	July 1, 2023 – June 30, 2024	July 10, 2024
9	P&E Q3	July 1, 2024 – September 30, 2024	October 10, 2024
10	P&E Q4	October 1, 2024 – December 31, 2024	January 10, 2025
11	P&E Q1	January 1, 2025 – March 31, 2025	April 10, 2025
12	P&E Q2	April 1, 2025 – June 30, 2025	July 10, 2025
P3	Performance	July 1, 2024 – June 30, 2025	July 10, 2025
13	P&E Q3	July 1, 2025 – September 30, 2025	October 10, 2025
14	P&E Q4	October 1, 2025 – December 31, 2025	January 10, 2026
15	P&E Q1	January 1, 2026 – March 31, 2026	April 10, 2026
16	P&E Q2	April 1, 2026 – June 30, 2026	July 10, 2026
P4	Performance	July 1, 2025 – June 30, 2026	July 10, 2026
17	P&E Q3	July 1, 2026 – September 30, 2026	October 10, 2026
18	P&E Q4	October 1, 2026 – December 31, 2026	March 10, 2027
P5	Performance	July 1, 2026 – December 31, 2026	March 10, 2027

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All funds must be incurred by September 30, 2026. The Final Financial Status Report must be submitted with the Grant Closing Certification and Outcome Metric Report by September 30, 2026.

Entire Agreement

This Agreement, including all attachments which are expressly incorporated herein, constitutes the sole and entire agreement of the parties and supersedes all prior and contemporaneous agreements, whether written or oral, concerning its subject matter. If there is a conflict between documents, the order of precedence is: 1) first, the Agreement, excluding all Attachments; and 2) second, the Attachments expressly incorporated into the Agreement.

Grantee Name of Authorized Official Dan Irvin	Title of Authorized Official CEO
Signature DocuSigned by: DB8075915B5F4EC...	Date 4/30/2024
Department Name of Authorized Official Gregory Rivet	Title of Authorized Official LEO, Chief Administrative Office
Signature E-SIGNED by Gregory Rivet on 2024-05-22 08:55:26 EDT	Date 2024-05-22 08:55:26 UTC

Action Request

Electronic Submission – Resolution #: 2356

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 7/2/2024

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: BECKY HUTTENGA

Agenda Item: BROWNFIELD PLAN AMENDMENT FOR PROSPECT FLATS, LLC

Suggested Motion:

To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Prospect Flats LLC located in the City of Hudsonville.

Summary of Request:

Prospect Flats LLC submitted an application for a Brownfield Plan Amendment (the Amendment) to the Ottawa County Brownfield Redevelopment Authority (OCBRA). The project proposes to construct 41 new residential housing rental units comprised of two buildings in the City of Hudsonville. Of those units, the applicant commits to maintaining five at an affordable rent rate targeted to 90% Area Median Income (AMI) earning residents for the duration of the Amendment. The project is sited at the corner of 32nd Avenue Prospect Street, a high priority site for redevelopment for the City of Hudsonville. Hudsonville City Commission passed a resolution of support for the Amendment on May 14, 2024. On May 16, the OCBRA unanimously passed a motion recommending approval of the Amendment by the Ottawa County Board of Commissioners. A public hearing to receive comments on the Amendment was held on June 25.

The Amendment requests approval to capture a maximum of $2,389,098 in State and local taxes over a maximum of 17 years, as allowed under the Brownfield Redevelopment Financing Act. The captured taxes will be used to reimburse Terra Station Ventures LLC for eligible costs as defined by Act 381, including potential rent loss related to the affordable housing units that created a financing gap for the developer. This reimbursement amount will not exceed $1,939,116. The remaining capture will be used to reimburse the OCBRA for administrative costs, deposited into the State Brownfield Revolving Fund as required by the Act, and deposited into the Local Brownfield Revolving Fund.

If approved by the Ottawa County Board of Commissioners, the Amendment will then be submitted to the State of Michigan for final approval.

Financial Information:

Total Cost: **N/A**	General Fund Cost: **N/A**	Included in Budget: **N/A**

If not included in Budget, recommended funding source:
N/A

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *6/27/2024 1:36:11 PM*

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners, held at the Fillmore Complex in the Township of Olive, Michigan on July 9, 2024 at 9:00 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 Ottawa County Board of Commissioners established the Ottawa County Brownfield Redevelopment Authority on June 10, 2008, pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996 ("Act 381") in order to redevelop one specific site; and

WHEREAS, on June 23, 2009 the Ottawa County Brownfield Redevelopment Authority was amended in order to provide for the administration of projects at any location in the County where the local unit of government does not have a brownfield authority and supports the project; and

WHEREAS, pursuant to Act 381, a proposed amendment to the Ottawa County Brownfield Plan, included as Exhibit A (the "Amendment") outlining a mixed-use redevelopment project (the "Project") by Prospect Flats, LLC (the "Developer"), at 5459, 5469, 5479, & 5489 32nd Street and 3233 Prospect Street, Hudsonville, Michigan (the "Property"); and

WHEREAS, under Act 381, the Property is considered "Housing Property" and is

therefore considered "Eligible Property"; and

WHEREAS, the Amendment includes the use of Tax Increment Financing ("TIF") to capture taxes for a term not to exceed seventeen (17) years from the State of Michigan, Ottawa County, Ottawa Area Intermediate School District, and the City of Hudsonville as detailed in Table 1 of the Amendment; and

WHEREAS, the total amount of TIF captured and reimbursed for the Project will not exceed $2,389,098 over the term of the Amendment and will be distributed as follows, as authorized and/or required by Act 381: $1,939,116 to reimburse Developer for eligible activities, $203,286 to be deposited into the State Brownfield Revolving Fund, $38,141 to reimburse the Ottawa County Brownfield Redevelopment Authority for administrative expenses, and the remaining $208,555 to be deposited in the Local Brownfield Revolving Fund; and

WHEREAS, the Amendment complies with all requirements set forth in Act 381; and

WHEREAS, the Amendment will provide for the redevelopment of an underutilized site into market rate and income qualified housing stock in the City of Hudsonville and Ottawa County; and

WHEREAS, on May 1, 2024 the Hudsonville Downtown Development Authority approved a pass-through agreement with the Ottawa County Brownfield Redevelopment Authority; and

WHEREAS, on May 14, 2024, the City of Hudsonville City Commission (the "City") adopted a resolution in support of the Amendment; and

WHEREAS, on May 16, 2024, the Ottawa County Brownfield Redevelopment Authority recommended that the County approve the Amendment, including specified area median income requirements; and

WHEREAS, on July 9, 2024, the Ottawa County Board of Commissioners will hold a public hearing regarding the Amendment.

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners approves the Amendment to the Ottawa County Brownfield Plan recommended by the Ottawa County Brownfield Redevelopment Authority and approved by the City for the following reasons:

1. The Amendment constitutes a public purpose

2. The Amendment meets all requirements of Section 13 and 13b of Act 381

3. The proposed method of financing the costs of the eligible activities as identified in the Amendment is feasible and the Authority has the ability to arrange the financing

4. The costs of the eligible activities proposed in the Amendment are reasonable and necessary to carry out the purpose of Act 381

5. The amount of captured taxable value included in the Amendment is reasonable; and

BE IT FURTHER RESOLVED that Ottawa County approves the use of Tax Increment Financing for the Project and Property, consistent with the provisions of the Amendment and Act 381; and

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

YEAS: Commissioners _____

_____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

_____
Chairperson, Ottawa County
Board of Commissioners

_____
Ottawa County Clerk/Register

Act 381 Brownfield Plan

Prospect Flats
Hudsonville, Michigan

Ottawa County Brownfield Redevelopment Authority

Project No. 240522
April 26, 2024

fishbeck
Engineers | Architects | Scientists | Constructors

fishbeck
Engineers | Architects | Scientists | Constructors

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Act 381 Brownfield Plan

Prospect Flats
5429, 5469, 5479, & 5489 32nd Ave. and 3233 Prospect St.
Hudsonville, Michigan 49426

Prepared For:
Ottawa County Brownfield Redevelopment Authority
West Olive, Michigan

April 26, 2024
Project No. 240522

Supported by the Governing body of the local jurisdiction on: _____
Recommended for Approval by the Brownfield Redevelopment Authority on: _____
Adopted by the County Board of Commissioners on: _____

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Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax increment revenues. No further environmental costs are anticipated. Eligible activities include Phase I ESA, Phase II ESA, BEA activities, pre-demolition survey, building demolition, site demolition, and asbestos abatement. 4
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Attachment C: Housing Support Documents
Attachment D: MSHDA Total Housing Subsidy (THS) Calculation
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1.0 Introduction

The Ottawa County Brownfield Redevelopment Authority (Authority or OCBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 enables the OCBRA to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan (Plan) permits the use of TIF to reimburse Prospect Flats, LLC (Developer) for the cost of eligible activities required to redevelop 5459, 5469, 5479, & 5489 32nd Street and 3233 Prospect Street, Hudsonville, Ottawa County, Michigan (Eligible Property, Site, or Property) – see Site Location Map (Figure 1). Copies of Plan resolutions are provided in Attachment A.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer plans to redevelop the Site for residential purposes. The proposed redevelopment, Prospect Flats, will include two new 3 story residential apartment buildings with a total of 22 1-bedroom and 19 2-bedroom housing units (the Project). The 1 bedroom units will range from 600-750 sq ft in size and the 2 bedroom will range in size from 870 to 1,000 square feet. The total capital investment for the Project is expected to be $7,940,000. Construction is expected to start on September 1, 2024, with a completion date of May 15, 2025. The expected lease out time is from May 2025 to Jan 2026. The proposed site plan is included in Attachment B.

The Project focuses on providing affordable housing for individuals and families earning up to 120% of Ottawa County's Area Median Income (AMI) and serves an important public purpose in Ottawa County and the City of Hudsonville. It will expand the tax base, result in significant capital investment into the community, and most importantly, create new housing opportunities in a community where quality year-round housing is needed.

1.2 Eligible Property Information

Parcel ID Nos: 70-14-32-227-022, 70-14-32-227-021, 70-14-32-227-017, 70-14-32-227-039, & 70-14-32-227-040
Address: 5459, 5469, 5479, & 5489 32nd Street and 3233 Prospect Street, Hudsonville, Michigan 49426
Size: Approximately 1.45 acres

Basis of Eligibility

The property qualifies as "Eligible Property" under Act 381, on the basis of meeting the definition of a "Housing Property." Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The Project will have two residential buildings with a total of 41 residential units. Of the 41 total units, 5 of the units will be capped with controlled rents for affordable housing during the life of the Brownfield Plan. Two one-bedroom units and three two-bedroom units will be targeted towards individuals and families earning 90% of the AMI. All five units will be capped at MSHDA approved rates for 90% AMI of Ottawa County for the life of the plan (estimated at 16 years).

Pursuant to Section 2(o)(ii) of Act 381, the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan." The Project meets these criteria based on the following:

- A recent study completed by the Upjohn Institute (Upjohn) for Ottawa County, revealed that since 2009, the number of new homes being built in Ottawa County has jumped from around 30 to more than 120. New housing stock will provide housing opportunities that don't require major repairs to maintain safe living conditions. The Project meets this need.

- The demand for residential units among all income levels is vast for Ottawa County at over 3,000 over the next five years, as outlined in the Ottawa County Housing Needs Assessment dated May 7, 2019. The Project meets this need.
- Job Growth Data: Both seasonal and year-round employment have grown in the last three years. According to the Bureau of Labor Statistics, jobs in Ottawa County jumped by nearly 4,800 from 2021 to 2022, and almost 6,000 the previous year. Growth over a 10-year period was about 15%, from 111,300 jobs in 2013 to 131,099 jobs in 2023. Ottawa County is back to pre-pandemic job levels, and the number of jobs has increased three years in a row and on average over the past 10 years.

Jobs and Labor Force Growth 2018–2022
(Bureau of Labor Statistics, annual reports)

Jobs in 2022	131,099
Jobs in 2021	126,300
Jobs in 2020	120,000
Jobs in 2019	128,600
Jobs in 2018	125,900

Relevant housing data from the sources above is provided in Attachment C. MSHDA's Total Housing Subsidy Site-Specific Calculation demonstrating Project congruence with meeting specific housing needs is provided in Attachment D.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the revitalization of underutilized land within the City of Hudsonville's DDA boundaries for new affordable housing that meets community needs. New local and state tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan and a MSHDA Act 381 Work Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs. Eligible activities must benefit "income qualified households," defined in Act 381 Section 2(z) as "a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income."

The total cost of eligible activities, including contingencies, is anticipated to be $1,939,116, described below in Section 2.2 and summarized in the below table. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be $208,555.

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities	**$17,200**	**2024-2025**
Phase I & II Environmental Site Assessment	$10,700	
Baseline Environmental Assessment Activities	$5,000	
Pre-Demolition Survey	$1,500	

Building Demolition	**$90,000**	**2024-2025**
Building Demolition	$90,000	
Site Demolition	**$45,000**	**2024-2025**
Site Demolition	$45,000	
Asbestos Abatement	**$4,000**	**2024-2025**
Asbestos Abatement	$4,000	
EGLE Eligible Activities Subtotal	**$156,200**	
Contingency (15%)*	**$20,850**	
Interest (0%)	**$0**	
EGLE Eligible Activities Total Costs	**$177,050**	

*Contingency is calculated on Building Demolition, Site Demolition, and Asbestos Abatement.

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Infrastructure Improvements to Support Housing	**$325,075**	**2024 –2025**
Sidewalks	$19,575	
Curb and Gutter	$7,500	
Landscaping	$15,000	
Streets, Roads	$10,000	
Urban Storm Water Management Systems	$80,000	
Water Main	$90,000	
Storm Sewer	$20,000	
Sanitary Sewer	$60,000	
Soft Costs	$23,000	
Site Preparation	**$227,000**	**2024 –2025**
Clearing and Grubbing	$15,000	
Compaction and Sub-Base Preparation	$90,000	
Cut and Fill Operations	$60,000	
Temporary Construction Access and/or Roads	$5,000	
Geotechnical Engineering	$10,000	
Grading/Land Balancing	$20,000	
Temporary Erosion Control	$1,500	
Temporary Site Control	$5,000	
Surveying and Staking	$6,500	
Soft Costs	$14,000	
Development of Housing Financing Gap	**$1,107,180**	
Development of Housing Financing Gap	$1,107,180	

MSHDA Eligible Activities Subtotal	**$1,659,255**	
Contingency (15%)*	**$82,811**	
Interest (0%)	**$0**	
Brownfield Plan/Act 381 Work Plan Preparation and Implementation	**$20,000**	
MSHDA Eligible Activities Total Costs	**$1,762,066**	

*Contingency is calculated on Infrastructure Improvements to Support Housing and Site Preparation.

2.2 Summary of Eligible Activities

2.2.1 EGLE Eligible Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax increment revenues. No further environmental costs are anticipated. Eligible activities include Phase I ESA, Phase II ESA, BEA activities, pre-demolition survey, building demolition, site demolition, and asbestos abatement.

2.2.2 Housing Development Activities

Housing development activities consist of infrastructure improvements and site preparation activities to support the development along with financing gap support. This includes associated soft costs and contingency (15%) related to the infrastructure improvements and site preparation activities. No contingency was calculated for the Housing Financing Gap. A MSHDA Act 381 Work Plan will be pursued, and, upon approval, these costs will be reimbursed with school and non-school tax increment revenues.

2.2.3 Brownfield Plan/Work Plan Preparation/Implementation

Preparation and implementation of the Brownfield Plan and Act 381 Work Plan.

2.2.4 Authority Expenses

Eligible administrative costs incurred by the Authority are included in this plan as an eligible expense at a flat fee of 5% of local tax capture. These expenses will be reimbursed with local tax increment revenues only.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 taxable value of $134,138. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Plan captures real property tax increment revenues and assumes a 2% annual increase in the taxable value of the Eligible Property.

Project activities will commence in 2024. Completion of construction is expected in May 2025. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2025.

In addition to TIF, A Public Act 210 Commercial Rehabilitation Act Tax Abatement is being pursued for this redevelopment.

After the completion of the Project, the projected taxable value is estimated at $3,500,000. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1). The plan also includes a flat fee of 5% of the local tax increment for administrative and operating expenses of the Authority. Once eligible expenses are reimbursed, the Authority may capture up to one full year of the tax increment and deposit the revenues into an LBRF provided the amount does not exceed the total cost of eligible activities. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 2.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Plan will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and OCBRA. TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan. No interest expenses will be reimbursed.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2025. It is anticipated that Developer reimbursement will be completed in 2054. Following Developer reimbursement, the OCBRA may capture tax increment revenue for one year, or an amount equivalent to reimbursed Developer costs (whichever occurs sooner), for deposit into the LBRF. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Property is in the City of Hudsonville, Ottawa County, Michigan, and consists of 5 parcels that total approximately 1.45 acres. The parcel ID numbers for the Property are below. A Site Map is attached as Figure 2. The legal descriptions are as follows:

Parcel ID 70-14-32-227-039

PART LOT 54 COM AT NE COR OF LOT 53, TH W 267 FT, N 112.3 FT, E 115 FT, TH SE'LY 92 FT TO A PT 64.1 FT N & 72.5 FT W OF BEG, TH E 72.5 FT, TH S 64.1 FT To BEG. OHLMAN'S ASSESSOR'S PLAT NO 1

Parcel ID 70-14-32-227-022

LOT 51 OHLMAN'S ASSESSOR'S PLAT NO 1

Parcel ID 70-14-32-227-021

LOT 52 OHLMAN'S ASSESSOR'S PLAT NO 1

Parcel ID 70-14-32-227-017

LOT 53 OHLMAN'S ASSESSOR'S PLAT NO 1

Parcel ID 70-14-32-227-040

PART LOT 54 COM AT NW COR OF LOT 53, TH S 186 FT TO SW COR OF LOT 53, W 100 FT, N 186 FT, TH E 100 FT TO BEG. OHLMAN'S ASSESSOR'S PLAT NO 1

The Property qualifies as Eligible Property under Act 381 on the basis of meeting the definition of a "Housing Property."

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property, thus no residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

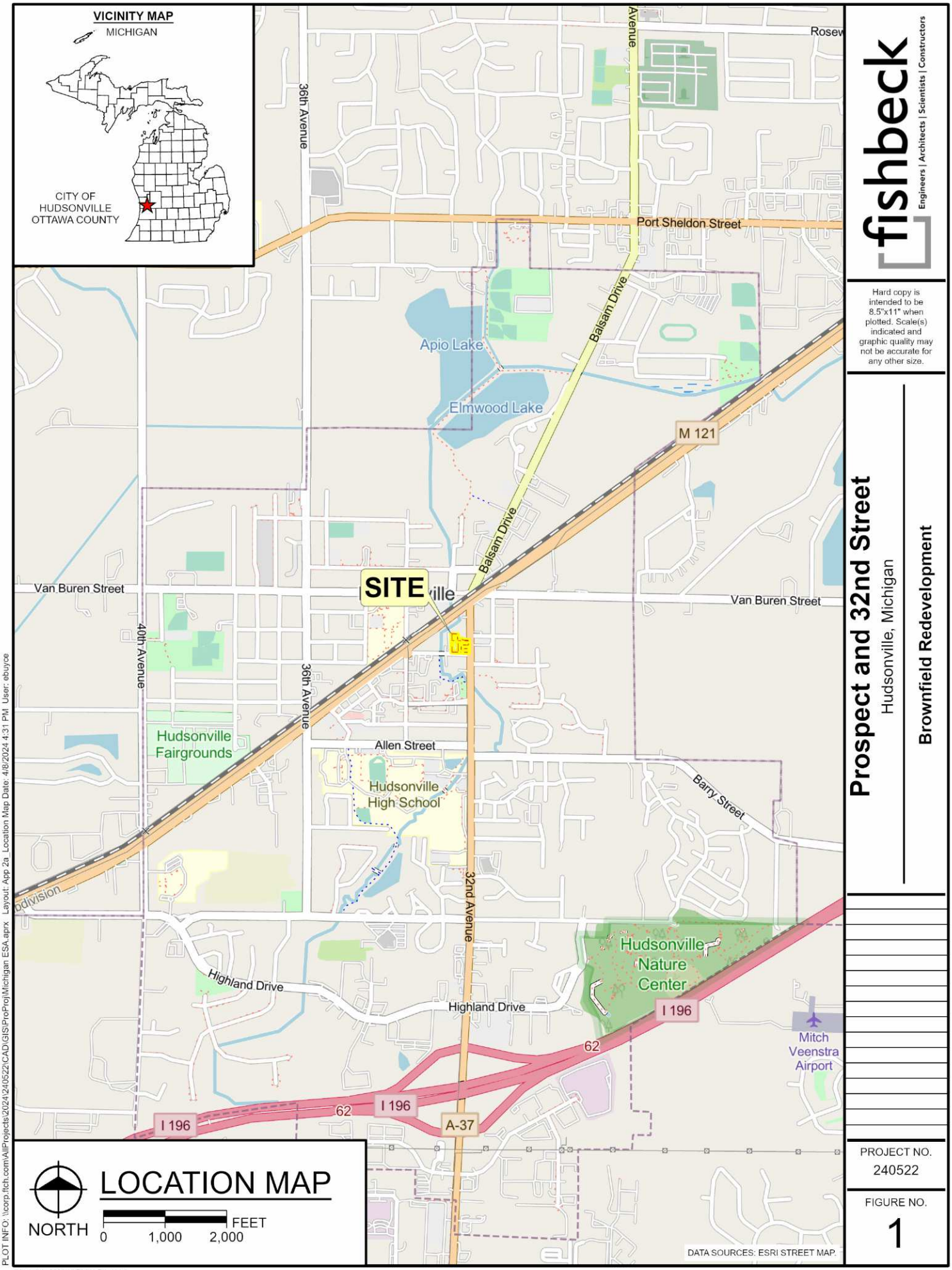
No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

This Plan helps to offset the cost of eligible activities associated with the redevelopment of the Property using TIF. The resulting Project will increase affordable housing opportunities, increase the tax base of the City and DDA, and transition vacant/underutilized land to a new viable use in accordance with local planning efforts.

Figure 1

Location Map



fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Prospect and 32nd Street
Hudsonville, Michigan

Brownfield Redevelopment

PROJECT NO.
240522

FIGURE NO.
1

PLOT INFO: \\corp.ftch.com\AllProjects\2024\240522\CAD\GIS\ProProj\Michigan ESA.aprx Layout: App 2a_Location Map Date: 4/8/2024 4:31 PM User: ebuyce

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Figure 2

Site Map

SITE MAP

NORTH

0 50 100 FEET

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Prospect and 32nd Street
Hudsonville, Michigan

Brownfield Redevelopment

PROJECT NO.
240522

FIGURE NO.
2

PLOT INFO: \\corp.ftch.com\AllProjects\2024\240522\CAD\GIS\ProProj\Michigan ESA.aprx Layout: App 2b_Site Map Date: 4/8/2024 4:31 PM User: ebuyce

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Table 1

Total Captured Incremental Taxes Estimates

Table 1: Tax Increment Revenue Capture Estimates
Prospect Flats, LLC
Hudsonville, MI

Estimated Taxable Value (TV) Increase Rate: 2%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
*Base Taxable Value	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	$ 134,138	
Estimated New TV	$ 3,500,000	$ 3,570,000	$ 3,641,400	$ 3,714,228	$ 3,788,513	$ 3,864,283	$ 3,941,568	$ 4,020,400	$ 4,100,808	$ 4,182,824	$ 4,266,480	$ 4,351,810	$ 4,438,846	$ 4,527,623	$ 4,618,176	$ 4,710,539	$ 4,804,750	
Incremental Difference (New TV - Base TV)	**$ 3,365,862**	**$ 3,435,862**	**$ 3,507,262**	**$ 3,580,090**	**$ 3,654,375**	**$ 3,730,145**	**$ 3,807,430**	**$ 3,886,262**	**$ 3,966,670**	**$ 4,048,686**	**$ 4,132,342**	**$ 4,217,672**	**$ 4,304,708**	**$ 4,393,485**	**$ 4,484,038**	**$ 4,576,401**	**$ 4,670,612**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 20,195	$ 20,615	$ 21,044	$ 21,481	$ 21,926	$ 22,381	$ 22,845	$ 23,318	$ 23,800	$ 24,292	$ 24,794	$ 25,306	$ 25,828	$ 26,361	$ 26,904	$ 27,458	$ 28,024	$ 406,571
School Operating Tax	18.0000	$ 60,586	$ 61,846	$ 63,131	$ 64,442	$ 65,779	$ 67,143	$ 68,534	$ 69,953	$ 71,400	$ 72,876	$ 74,382	$ 75,918	$ 77,485	$ 79,083	$ 80,713	$ 82,375	$ 84,071	$ 1,219,714
School Total	**24.0000**	**$ 80,781**	**$ 82,461**	**$ 84,174**	**$ 85,922**	**$ 87,705**	**$ 89,523**	**$ 91,378**	**$ 93,270**	**$ 95,200**	**$ 97,168**	**$ 99,176**	**$ 101,224**	**$ 103,313**	**$ 105,444**	**$ 107,617**	**$ 109,834**	**$ 112,095**	**$ 1,626,286**
Local Capture	Millage Rate																	
Ottawa Co E-911	0.4195	$ 1,412	$ 1,441	$ 1,471	$ 1,502	$ 1,533	$ 1,565	$ 1,597	$ 1,630	$ 1,664	$ 1,698	$ 1,734	$ 1,769	$ 1,806	$ 1,843	$ 1,881	$ 1,920	$ 1,959	$ 28,426
Ottawa Co Parks	0.3163	$ 1,065	$ 1,087	$ 1,109	$ 1,132	$ 1,156	$ 1,180	$ 1,204	$ 1,229	$ 1,255	$ 1,281	$ 1,307	$ 1,334	$ 1,362	$ 1,390	$ 1,418	$ 1,448	$ 1,477	$ 21,433
Ottawa Co Roads	0.4767	$ 1,605	$ 1,638	$ 1,672	$ 1,707	$ 1,742	$ 1,778	$ 1,815	$ 1,853	$ 1,891	$ 1,930	$ 1,970	$ 2,011	$ 2,052	$ 2,094	$ 2,138	$ 2,182	$ 2,226	$ 32,302
OC Mental Health	0.2859	$ 962	$ 982	$ 1,003	$ 1,024	$ 1,045	$ 1,066	$ 1,089	$ 1,111	$ 1,134	$ 1,158	$ 1,181	$ 1,206	$ 1,231	$ 1,256	$ 1,282	$ 1,308	$ 1,335	$ 19,373
Hud City Oper	11.2303	$ 37,800	$ 38,586	$ 39,388	$ 40,205	$ 41,040	$ 41,891	$ 42,759	$ 43,644	$ 44,547	$ 45,468	$ 46,407	$ 47,366	$ 48,343	$ 49,340	$ 50,357	$ 51,394	$ 52,452	$ 760,986
Hudsonville DDA	1.0000	$ 3,366	$ 3,436	$ 3,507	$ 3,580	$ 3,654	$ 3,730	$ 3,807	$ 3,886	$ 3,967	$ 4,049	$ 4,132	$ 4,218	$ 4,305	$ 4,393	$ 4,484	$ 4,576	$ 4,671	$ 67,762
School Building	1.0000	$ 3,366	$ 3,436	$ 3,507	$ 3,580	$ 3,654	$ 3,730	$ 3,807	$ 3,886	$ 3,967	$ 4,049	$ 4,132	$ 4,218	$ 4,305	$ 4,393	$ 4,484	$ 4,576	$ 4,671	$ 67,762
Ottawa Area ISD	6.1546	$ 20,716	$ 21,146	$ 21,586	$ 22,034	$ 22,491	$ 22,958	$ 23,433	$ 23,918	$ 24,413	$ 24,918	$ 25,433	$ 25,958	$ 26,494	$ 27,040	$ 27,597	$ 28,166	$ 28,746	$ 417,047
Ottawa Co Oper	3.9000	$ 13,127	$ 13,400	$ 13,678	$ 13,962	$ 14,252	$ 14,548	$ 14,849	$ 15,156	$ 15,470	$ 15,790	$ 16,116	$ 16,449	$ 16,788	$ 17,135	$ 17,488	$ 17,848	$ 18,215	$ 264,271
Local Total	**24.7833**	**$ 83,417**	**$ 85,152**	**$ 86,922**	**$ 88,726**	**$ 90,567**	**$ 92,445**	**$ 94,361**	**$ 96,314**	**$ 98,307**	**$ 100,340**	**$ 102,413**	**$ 104,528**	**$ 106,685**	**$ 108,885**	**$ 111,129**	**$ 113,418**	**$ 115,753**	**$ 1,679,364**
Non-Capturable Millages	Millage Rate																	
School Debt	7.0000	$ 23,561	$ 24,051	$ 24,551	$ 25,061	$ 25,581	$ 26,111	$ 26,652	$ 27,204	$ 27,767	$ 28,341	$ 28,926	$ 29,524	$ 30,133	$ 30,754	$ 31,388	$ 32,035	$ 32,694	$ 474,333
Total Non-Capturable Taxes	**7.0000**	**$ 23,561**	**$ 24,051**	**$ 24,551**	**$ 25,061**	**$ 25,581**	**$ 26,111**	**$ 26,652**	**$ 27,204**	**$ 27,767**	**$ 28,341**	**$ 28,926**	**$ 29,524**	**$ 30,133**	**$ 30,754**	**$ 31,388**	**$ 32,035**	**$ 32,694**	**$ 507,700**
Total Tax Increment Revenue (TIR) Available for Capture		$ 164,198	$ 167,613	$ 171,096	$ 174,649	$ 178,272	$ 181,969	$ 185,739	$ 189,585	$ 193,507	$ 197,508	$ 201,589	$ 205,752	$ 209,998	$ 214,329	$ 218,746	$ 223,252	$ 227,848	$ 3,305,649

Footnotes:
2023 Summer and Winter Millages utilized.
PA 210 Abatement Years

Table 2

Estimated Reimbursement Schedule

Table 2: Tax Increment Revenue Reimbursement Allocation
Prospect Flats, LLC
Hudsonville, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**49.2%**	$ 1,324,917	$ -	$ 1,324,917
Local	**50.8%**	$ 614,199	$ -	$ 614,199
TOTAL				
MSHDA	90.9%	$ 1,762,066	$ -	$ 1,762,066
EGLE	9.1%	$ 177,050	$ -	$ 177,050

Estimated Total Years of Plan:	17

Estimated Capture	$ 3,305,649
BF Plan Implementation/Administrative Fees	$ 38,141
State Brownfield Redevelopment Fund	$ 203,286
Local Brownfield Revolving Fund	$ 208,555

Year of Plan		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTAL
Total State Incremental Revenue		$ 80,781	$ 82,461	$ 84,174	$ 85,922	$ 87,705	$ 89,523	$ 91,378	$ 93,270	$ 95,200	$ 97,168	$ 99,176	$ 101,224	$ 103,313	$ 105,444	$ 107,617	$ 109,834	$ 112,095	$ 1,626,286
State Brownfield Redevelopment Fund (50% of SET)		$ (10,098)	$ (10,308)	$ (10,522)	$ (10,740)	$ (10,963)	$ (11,190)	$ (11,422)	$ (11,659)	$ (11,900)	$ (12,146)	$ (12,397)	$ (12,653)	$ (12,914)	$ (13,180)	$ (13,452)	$ (13,729)	$ (14,012)	$ (203,286)
State TIR Available for Reimbursement		**$ 70,683**	**$ 72,153**	**$ 73,653**	**$ 75,182**	**$ 76,742**	**$ 78,333**	**$ 79,956**	**$ 81,611**	**$ 83,300**	**$ 85,022**	**$ 86,779**	**$ 88,571**	**$ 90,399**	**$ 92,263**	**$ 94,165**	**$ 96,104**	**$ 98,083**	**$ 1,423,000**
Total Local Incremental Revenue		$ 83,417	$ 85,152	$ 86,922	$ 88,726	$ 90,567	$ 92,445	$ 94,361	$ 96,314	$ 98,307	$ 100,340	$ 102,413	$ 104,528	$ 106,685	$ 108,885	$ 111,129	$ 113,418	$ 115,753	$ 1,679,364
PA 210 Abatement		$ (83,417)	$ (85,152)	$ (86,922)	$ (88,726)	$ (90,567)	$ (92,445)	$ (94,361)	$ (96,314)	$ (98,307)	$ (100,340)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
BF Plan Implementation Costs (5%)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,121)	$ (5,226)	$ (5,334)	$ (5,444)	$ (5,556)	$ (5,671)	$ (5,788)	$ (38,141)
Local TIR Available for Reimbursement		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 97,292**	**$ 99,301**	**$ 101,351**	**$ 103,441**	**$ 105,573**	**$ 107,747**	**$ 109,966**	**$ 724,671**
Total State & Local TIR Available		**$ 70,683**	**$ 72,153**	**$ 73,653**	**$ 75,182**	**$ 76,742**	**$ 78,333**	**$ 79,956**	**$ 81,611**	**$ 83,300**	**$ 85,022**	**$ 184,072**	**$ 187,873**	**$ 191,750**	**$ 195,704**	**$ 199,738**	**$ 203,852**	**$ 208,048**	**$ 2,147,671**
Prospect Flats, LLC	Beginning Balance																		
Prospect Flats, LLC Reimbursement Balance	***$ 1,939,116***	***$ 1,868,433***	***$ 1,796,280***	***$ 1,722,627***	***$ 1,647,445***	***$ 1,570,704***	***$ 1,492,370***	***$ 1,412,414***	***$ 1,330,803***	***$ 1,247,503***	***$ 1,162,480***	***$ 978,409***	***$ 790,536***	***$ 598,787***	***$ 403,083***	***$ 203,345***	***$ (0)***	***$ -***	
MSHDA Housing TIF Costs	*$ 1,762,066*	*$ 1,762,066*	*$ 1,697,744*	*$ 1,632,085*	*$ 1,565,061*	*$ 1,496,646*	*$ 1,426,811*	*$ 1,355,528*	*$ 1,282,768*	*$ 1,208,501*	*$ 1,132,698*	*$ 1,055,328*	*$ 887,823*	*$ 716,858*	*$ 542,366*	*$ 364,276*	*$ 182,515*	*$ -*	
State Tax Reimbursement		$ 64,322	$ 65,659	$ 67,024	$ 68,416	$ 69,835	$ 71,283	$ 72,760	$ 74,266	$ 75,803	$ 77,370	$ 78,969	$ 80,600	$ 82,263	$ 83,960	$ 85,690	$ 87,455		$ 1,205,675
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 88,536	$ 90,364	$ 92,229	$ 94,131	$ 96,071	$ 95,060		$ 556,391
Total MSHDA Reimbursement Balance		*$ 1,697,744*	*$ 1,632,085*	*$ 1,565,061*	*$ 1,496,646*	*$ 1,426,811*	*$ 1,355,528*	*$ 1,282,768*	*$ 1,208,501*	*$ 1,132,698*	*$ 1,055,328*	*$ 887,823*	*$ 716,858*	*$ 542,366*	*$ 364,276*	*$ 182,515*	*$ -*	*$ -*	*$ 1,762,066*
Pre-Approved EGLE Environmental Costs	*$ 177,050*	*$ 177,050*	*$ 170,689*	*$ 164,195*	*$ 157,566*	*$ 150,800*	*$ 143,893*	*$ 136,843*	*$ 129,647*	*$ 122,302*	*$ 114,805*	*$ 107,153*	*$ 90,586*	*$ 73,678*	*$ 56,420*	*$ 38,807*	*$ 20,831*	*$ -*	
State Tax Reimbursement		$ 6,361	$ 6,494	$ 6,629	$ 6,766	$ 6,907	$ 7,050	$ 7,196	$ 7,345	$ 7,497	$ 7,652	$ 7,810	$ 7,971	$ 8,136	$ 8,304	$ 8,475	$ 8,649		$ 119,243
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,756	$ 8,937	$ 9,122	$ 9,310	$ 9,502	$ 12,181	$ -	$ 57,807
Total EGLE Reimbursement Balance		*$ 170,689*	*$ 164,195*	*$ 157,566*	*$ 150,800*	*$ 143,893*	*$ 136,843*	*$ 129,647*	*$ 122,302*	*$ 114,805*	*$ 107,153*	*$ 90,586*	*$ 73,678*	*$ 56,420*	*$ 38,807*	*$ 20,831*	*$ -*	*$ -*	*$ 177,050*
Total Annual Prospect Flats, LLC Reimbursement		*$ 70,683*	*$ 72,153*	*$ 73,653*	*$ 75,182*	*$ 76,742*	*$ 78,333*	*$ 79,956*	*$ 81,611*	*$ 83,300*	*$ 85,022*	*$ 184,072*	*$ 187,873*	*$ 191,750*	*$ 195,704*	*$ 199,738*	*$ 203,345*	*$ -*	*$ 1,939,116*
LOCAL BROWNFIELD REVOLVING FUNI																			
LBRF Deposits *		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 507**	**$ 208,555**	**$ 208,555**
State Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 98,083*	*$ 98,083*
Local Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 507*	*$ 109,966*	*$ 110,472*
Total LBRF Capture		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 507*	*$ 208,048*	*$ 208,555*

* Up to 1 full year of LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
PA 210 Abatement Years

Attachment A

Brownfield Plan Resolution(s) and Notices to Taxing Jurisdictions

CITY OF HUDSONVILLE
OTTAWA COUNTY, MICHIGAN

RESOLUTION NO. 24-1793

CONCURRENCE RESOLUTION TO REQUEST OTTAWA COUNTY AND OTTAWA COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY SUPPORT FOR A PROPOSED BROWNFIELD REDEVELOPMENT PROJECT WITHIN THE CITY OF HUDSONVILLE AND CONSENT TO BROWNFIELD REDEVELOPMENT PLAN AND MATTERS RELATED THERETO

Commissioner Groot, supported by Commissioner Nyitray, moved the adoption of the following resolution:

WHEREAS, Prospect Flats, LLC (the "Developer") has proposed to redevelop approximately 1.45 acres of property within the City located at the northwest corner of 32nd Avenue and Prospect Street in downtown Hudsonville (the "Property") into a new multifamily development consisting of two new three-story buildings with 41 new residential units, utility and infrastructure improvements, and a public bike share (collectively, the "Project"); and

WHEREAS, the projected capital investment for the Project is approximately $ 7,940,000; and

WHEREAS, the Developer has proposed to undertake the Project with assistance under Michigan's Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"); and

WHEREAS, it is understood that the Property is considered a "facility" under Section 2010(s) of 1994 Public Act 451, as amended, and a "Housing Property" under the provisions of Act 381; and

WHEREAS, Act 381 authorizes a municipality to establish a brownfield redevelopment authority and utilize the provisions of Act 381 to fund the cost of eligible activities for eligible properties using tax increment revenues pursuant to an approved brownfield redevelopment plan or, in the alternative, authorizes a county that has established a brownfield redevelopment authority to undertake a brownfield redevelopment project under Act 381 with the consent and support of the municipality; and

WHEREAS, the County of Ottawa has previously established a brownfield redevelopment authority (the "County Authority") in accordance with Act 381; and

WHEREAS, the County Authority, in cooperation with the Developer, are requested to undertake "eligible activities" as defined in Act 381 with respect to the Project and the Property; and

WHEREAS, the eligible activities are set forth in a proposed brownfield plan for the Property (the "Plan") in the form on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Commission hereby determines that it is in the best interest of the City to, by adoption of this resolution, request that the County, acting through the County Authority, consider and undertake to support the proposed Project as more particularly described in the Plan.

2. The City Commission hereby consents to the Project under the provisions of Act 381; provided, however, that:

   a. notwithstanding the City's request to the County and consent to the Project and Plan as set forth in this resolution, the City hereby reserves its right, pursuant to Act 381, to establish a City brownfield authority at a later late and authorize such an authority to undertake other brownfield projects (other than for this Project and Property) within the City, if the City Commission determines to do so; and

   b. The Developer shall apply for and obtain all other permits and approvals for the Project in accordance with State law and City ordinances and this Resolution shall not be construed as, or constitute approval of, the Project under such other City ordinances.

3. The City Commission hereby concurs in the proposed Plan for the Property.

4. To the extent deemed necessary or as required by Act 381, the City Manager is hereby authorized and directed to provide a letter of support or consent with respect to the Project and/or Plan, in addition to providing this Resolution to the County Authority.

5. The City Clerk is hereby authorized and directed to provide a certified copy of this Resolution to the Ottawa County Clerk and the County Authority, as needed.

AYES: Commissioners: Groot, Nyitray, Bolhuis, Brandsen, DeVree, Kamp, Mayor Northrup

NAYS: Commissioners: None

ABSTAIN: Commissioners: None

RESOLUTION DECLARED ADOPTED.

Dated: May 14, 2024

Jill Gruppen, Clerk
City of Hudsonville

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

I, the undersigned, the duly qualified and acting Clerk of the City of Hudsonville, Ottawa County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City at a regular meeting on May 14, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1986, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on the 16th day of May, 2024.

Jill Gruppen, Clerk
City of Hudsonville

NOTICE TO ALL TAXING JURISDICTIONS:
THE OTTAWA COUNTY BOARD OF COMMISSIONERS WILL REVIEW AND POTENTIALLY APPROVE A BROWNFIELD PLAN AMENDMENT SUBMITTED FOR THE PROSPECT FLATS REDEVELOPMENT PROJECT FOR PROPERTY LOCATED AT 5429, 5469, 5479, AND 5489 32ND AVE AND 3233 PROSPECT STREET IN THE CITY OF HUDSONVILLE, MICHIGAN
PARCEL ID NUMBERS 70-14-32-227-039, 70-14-32-227-040, 70-14-32-227-017, 70-14-32-227-021, AND 70-14-32-227-022

The Ottawa County Board of Commissioners has established a Brownfield Redevelopment Authority (the "Authority") in accordance with Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended. MCL 125.2651 et. seq. (the "Act").

The Act permits the use of Tax Increment Financing ("TIF") in order to provide the Authority with the means of financing the redevelopment of contaminated, blighted, functionally obsolete, and/or other eligible properties per the Act. TIF allows the Authority to capture tax revenues attributable to increases in the Taxable Value of the property. The Brownfield Plan Amendment as submitted for the Prospect Flats Redevelopment project proposes to capture tax increment revenues.

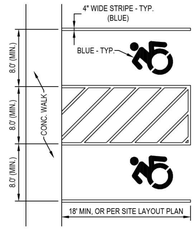
A public hearing will be held before the Ottawa County Board of Commissioners in the Board Room of the Ottawa County Administration Building at 12220 Fillmore Street, West Olive, MI 49460 on **Tuesday, June 25, 2024 at 6:30 p.m**. in accordance with the Act. All aspects of the Brownfield Plan Amendment are open for discussion at the hearing. All citizens of Ottawa County have the right to be heard and shall have an opportunity to provide comments orally or in writing. Please forward all written comments to the Ottawa County Department of Strategic Impact at 12220 Fillmore Street, Room 260, West Olive, Michigan 49460 or electronically at plan@miottawa.org

A copy of the Brownfield Plan Amendment, which includes maps, plats, and a breakdown of the TIF, is attached. Please direct all inquiries to Paul Sachs, Ottawa County Department of Strategic Impact Director at (616) 738-4852.

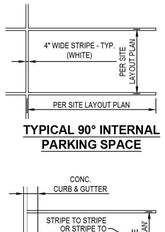
Dated: June 11, 2024.
.

Attachment B

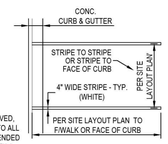
Proposed Site Plan



TYPICAL 8'-0" WIDE ADA VAN PARKING SPACE



TYPICAL 90° INTERNAL PARKING SPACE

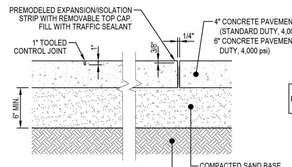


TYPICAL 90° PERIMETER PARKING SPACE

NOTE:
APPLY TWO COATS OF VOC COMPLIANT, M.D.O.T. APPROVED, UNDILUTED SOLVENT BASED, OR LATEX TRAFFIC PAINT TO ALL PAVEMENT MARKINGS. USE MANUFACTURERS RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF THINNER, WITH A MAXIMUM OF 100 SFT PER GALLON, OR MINIMUM 15 MILS WET FILM THICKNESS, AND 7.5 MILS DRY FILM THICKNESS PER COAT, WITH MINIMUM 30 DAYS BETWEEN APPLICATIONS. SECOND COAT MUST NOT BE APPLIED EARLIER THAN 7 DAYS BEFORE OCCUPANCY.

PARKING SPACE MARKING DETAILS

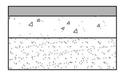
N.T.S.



NOTE:
1. LIGHT BROOM FINISH
2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
3. PANEL SIZE SHALL NOT EXCEED 8 FEET
4. PANELS SHALL BE KEPT AS SQUARE AS POSSIBLE WITH THE LENGTH NEVER EXCEEDING 1.25X THE WIDTH
5. AIR ENTRAINMENT - 7% ± 1%
6. SLUMP 4"±1"

CONCRETE PAVEMENT DETAIL

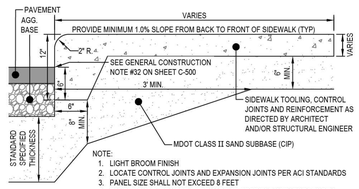
N.T.S.



NOTE:
1. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION
2. HMA MIXTURE TO BE TIER I OR TIER II
3. BINDER GRADE TO BE A MINIMUM OF PG 58-28

STANDARD DUTY BITUMINOUS PAVEMENT CROSS SECTION DETAIL

N.T.S.



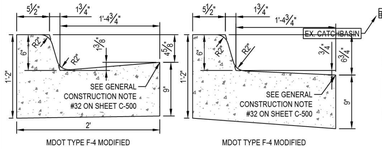
NOTE:
1. LIGHT BROOM FINISH
2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
3. PANEL SIZE SHALL NOT EXCEED 8 FEET
4. PANELS SHALL BE KEPT AS SQUARE AS POSSIBLE WITH THE LENGTH NEVER EXCEEDING 1.25X THE WIDTH
5. AIR ENTRAINMENT - 7% ± 1%
6. SLUMP 4"±1"

INTEGRAL CURB AND WALK DETAIL

N.T.S.

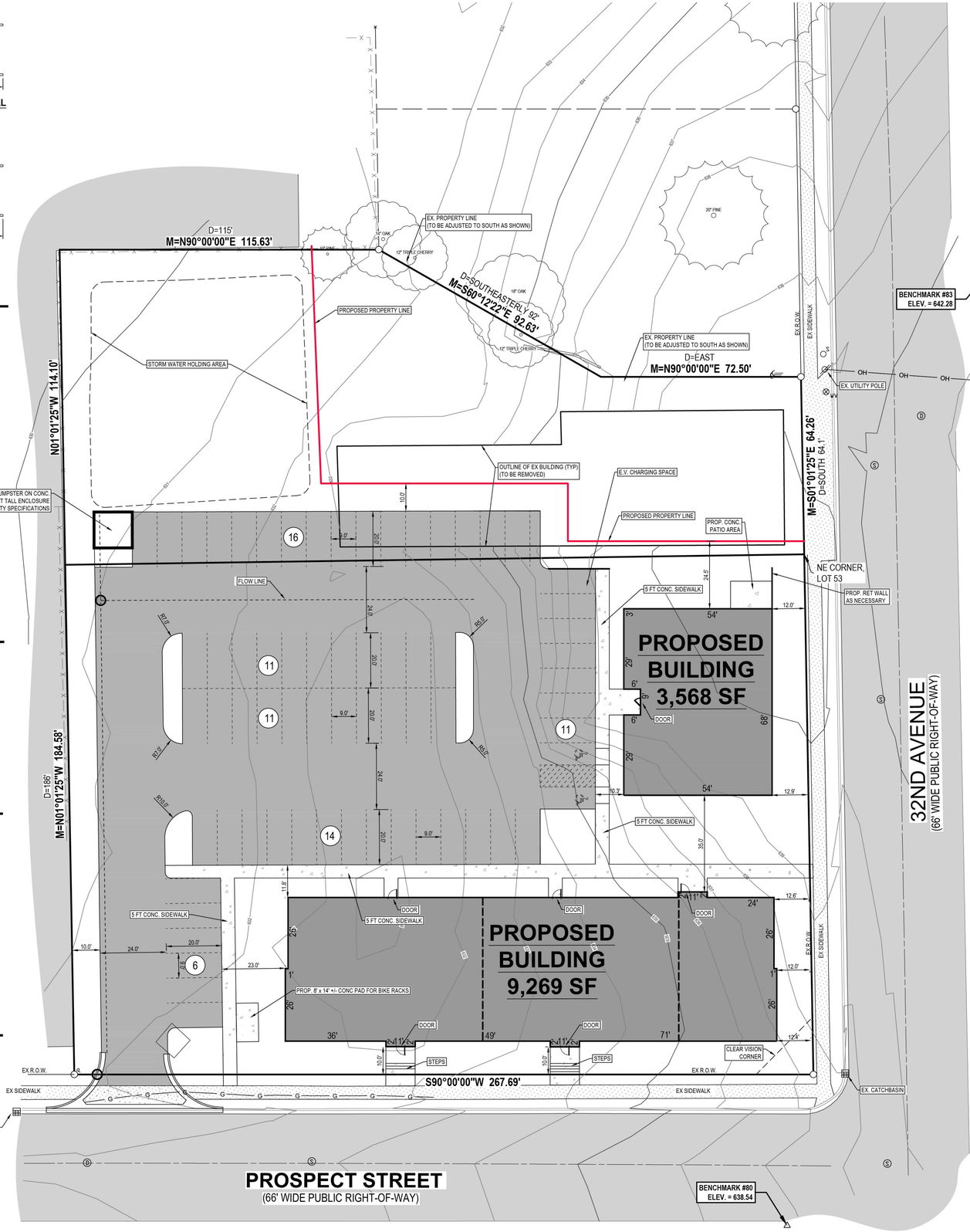
GRADING NOTES:
1. ESTABLISH PERMANENT BENCH MARK ON-SITE PRIOR TO GRADING.
2. PROPOSED SPOT GRADES ARE TO EDGE OF METAL/TOP OF PAVEMENT UNLESS OTHERWISE NOTED. THE VERTICAL DIFFERENCE BETWEEN PAVEMENT GRADES AND TOP OF CURB GRADES VARY FOR FLOW AND SPILL CURB (SEE DETAIL THIS SHEET).
3. PROPOSED ADA ROUTE SHALL MEET THE STANDARDS SET FORTH IN THE MOST RECENT EDITION OF ADA STANDARDS FOR ACCESSIBLE DESIGN - APPENDIX A TO PART 1191, AS AMENDED.
4. SEE PLANS FOR LOCATIONS OF SPILL VS FLOW CURB.

NOTES:
1. LIGHT BROOM FINISH
2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
3. AIR ENTRAINMENT - 7% ± 1%
4. SLUMP 4"±1"



24" CONCRETE CURB AND GUTTER DETAIL

N.T.S.



BENCHMARKS

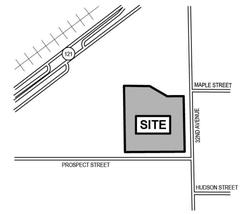
BENCHMARK #80 ELEV. = 638.54 (NAVD88)
Set benchmark on the Southeast upper flange bolt under the "M" in "MADE" on the hydrant located 22'± South of the centerline of Prospect Street and 44'± West of the centerline of 32nd Avenue.

BENCHMARK #83 ELEV. = 642.28 (NAVD88)
Set benchmark on the Southeast upper flange bolt under the "M" in "MADE" on the hydrant located 36'± East of the centerline of 32nd Avenue and 18'± North of the centerline of Maple Street.

811 Know what's **below.** **CALL** before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "(PLAN)" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



LOCATION MAP

NOT TO SCALE

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE
- PROPOSED BUILDING

SCALE: 1" = 20'

GENERAL NOTES

1) ZONING OF PROPERTY: TNC = TOWN/NEIGHBORHOOD CENTER
TNC ZONING REQUIREMENTS
MINIMUM LOT AREA = NOT APPLICABLE
MINIMUM LOT WIDTH = NOT APPLICABLE
MAXIMUM BUILDING HEIGHT= VARIES DEPENDING ON BUILDING TYPE
MAXIMUM LOT COVERAGE FOR BUILDING = NOT APPLICABLE
MINIMUM ALLOWED BUILDING SETBACKS:
FRONT YARD = BETWEEN 5 FT AND 25 FT OFF R.O.W. IS REQUIRED.
SIDE YARD = 10 FT.
REAR YARD = 10 FT (VARIES DEPENDING ON BUILDING TYPE).
2) SUMMARY OF LAND USE:
A) PROPERTY AREA FOR 5459, 5469, 5479, AND 5489 32ND AVENUE AND FOR 3233 PROSPECT = APPROX. 74,580 SF (1.71 AC)(EXCLUDING R.O.W.)
PROPERTY AREA OF COMBINED PROPERTIES/PROJECT AREA = 63,205 SF +/- (1.45 ACRES)
B) FOOTPRINT AREA OF PROPOSED NEW BUILDINGS = 12,837 SF
C) BUILDING HEIGHT = REFER TO ARCHITECTURAL DRAWINGS
D) BUILDING LOT COVERAGE = 20.3% +/-
E) EXISTING GROSS PAVEMENT/CONCRETE AREA = 27,500 SF +/- (TO BE REMOVED)
F) GROSS NEW PAVEMENT/CONCRETE AREA = 27,100 SF +/-
G) NET INCREASE IN HARD SURFACE AREA = 39,937 SF - 27,500 SF = 12,437 SF +/-
H) THE NEW BUILDINGS WILL BE USED FOR RESIDENTIAL.
A TOTAL OF 41 UNITS ARE PROPOSED.
22 OF THE UNITS WILL HAVE 1 BEDROOM.
19 OF THE UNITS WILL HAVE 2 BEDROOMS.
I) ZONING OF SURROUNDING PARCELS:
TO THE NORTH = TNC
TO THE WEST = MIXED USE
TO THE SOUTH = MIXED USE TO SOUTHWEST; TNC TO THE SOUTHEAST
TO THE EAST = PUBLIC / QUASI PUBLIC B
3) PARKING REQUIREMENTS:
A) MINIMUM REQUIRED PARKING SPACE PER CITY = 9' x 20' (24 FT AISLES)
B) TYPICAL BARRIER FREE SPACE = 8' x 20' (8 FT AISLES)
C) NUMBER OF SPACES REQUIRED = 71 (BASED ON 1.5 SPACES PER 1 BEDROOM UNITS AND 2 SPACES PER 2 BEDROOM UNITS)
D) NUMBER OF PARKING SPACES PROVIDED = 66
E) PARKING SETBACK = 20 FT FRONT YARD
= 10 FT SIDE AND REAR YARD (ABUTTING RESIDENTIAL)
4) BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS, THE 100 YEAR FLOODPLAIN IS CLOSE TO THE SITE BUT NOT ON THE SITE.
PER FEMA'S STUDY, THE 100 YEAR FLOODPLAIN ELEVTION IS APPROXIMATELY 629.7.
5) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING.
THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
6) UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
7) ALL LIGHTING SHALL BE SHIELDED FROM ALL ADJACENT PROPERTIES.
LIGHTING FIXTURES SHALL BE FULL CUT OFF AND SHALL COMPLY WITH THE CITY OF HUDSONVILLE ZONING ORDINANCE.
8) THE PERMANENT PARCEL NUMBERS FOR THE SITE ARE:
70-14-32-227-022 (5459 32ND AVENUE)
70-14-32-227-021 (5469 32ND AVENUE)
70-14-32-227-017 (5479 32ND AVENUE)
70-14-32-227-039 (5489 32ND AVENUE)
70-14-32-227-040 (3233 PROSPECT STREET)
9) THE PROPOSED BUILDINGS WILL BE OBTAIN SEWER AND WATER SERVICE THROUGH THE PUBLIC WATER/SANITARY SERVICES THAT ARE AVAILABLE IN THE AREA.
10) ANY NEW SIGNS SHALL FOLLOW THE STANDARDS AND SPECIFICATIONS OF ARTICTLE 5 OF THE CITY OF HUDSONVILLE ZONING ORDINANCE.
11) BASED ON THE SOIL SURVEY MAP, THE SITE SOIL IS PRIMARILY SHOALS LOAM, TEKENINK-SPINKS LOAMY SANDS, AND SPINKS-FERN COMPLEX.
12) THE FOLLOING UTILITY SPECIFICATIONS SHALL BE USED FOR PUBLIC UTILITIES, UNLESS OTHERWISE STATED:
WATERMAIN - DUCTILE IRON CLASS 52
HYDRANTS - EJIW PER CITY OF HUDSONVILLE
SANITARY SEWER - PVC TRUSS PIPE D-2680 SOLVENT WELD
MANHOLES - ASTM C-478 RUBBER JOINT
CASTINGS - EJIW 1120
STORM SEWERS - C-76 RCP CLASS III
FULL SAND BACKFILL ON ALL PIPE UNDER ROADWAY AND PARKING AREAS
13) A KEY BOX SHALL BE PROVIDED IN A LOCATION THAT MEETS THE FIRE CHIEF'S APPROVAL. CONTRACTOR AND OWNER SHALL COORDINATE LOCATION WITH FIRE CHIEF.
14) EACH BUILDING ON THE PROPERTY SHALL BE PROVIDED A LEGIBLE ADDRESS. THE OWNER AND CONTRACTOR SHALL COORDINATE THIS WITH THE FIRE CHIEF TO DETERMINE THE BEST WAY TO PROVIDE THIS.
THE INTENT IS FOR THIS TO ASSIST EMERGENCY SERVICES TO BETTER LOCATE EMERGENCIES.
15) AS A PART OF THE PROJECT, THE PROPERTIES SHALL BE COMBINED.

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:
MOXIE Real Estate + Development
Attention: Trevor Petroelje

5020 E Beltline Avenue NE, Suite 201F
Grand Rapids, MI 49525
Phone: 616.813.9879

REVISIONS:

Title: Preliminary Plan
Drawn: SW Checked:SW Date: 03/01/24

PROSPECT FLATS

Site Layout Plan

5459, 5469, 5479, and 5489 32nd Avenue; and 3233 Prospect Street
PART OF THE NORTHWEST 1/3 OF SECTION 32, T6N, R13W,
CITY OF HUDSONVILLE, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
STEVEN L. WITTE
ENGINEER
No. 46769
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
23201776

SHEET NO:
C-205

SHEET: 2 OF 5

23201776-CP1.dwg SW 3/20/24 10:35

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Attachment C

Housing Support Documents

Housing Next Housing Needs Assessment, Ottawa County Update 2021

Bowen National Research

https://www.housingnext.org/_files/ugd/8dbec7_932f7ff01ac54ed4bab4251d7ce5ac4f.pdf

Attachment D

MSHDA Total Housing Subsidy (THS) Calculation

Attachment D - Housing TIF Financing Gap Cap Calculation

Project: Prospect Flats, Hudsonville, Ottawa County, Michigan

FORMULA	AMI	Type	Control Rent*	-	Project Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
MSHDA Rent Table	90%**	1 bedroom	$2,788	-	$1,595	=	$1,193	x	2	x	12	x	17	=	$486,744	$243,372
MSHDA Rent Table	90%**	2 bedroom	$3,150	-	$1,895	=	$1,255	x	3	x	12	x	17	=	$768,060	$256,020
		Maximum TOTAL Housing Subsidy							5		12		17		$1,254,804	$250,961
		Developer Request TOTAl Housing Subsidy							5		12		15		$1,107,180	$221,436

*MSHDA Housing TIF Program Control Rents as posted December 1, 2024.

** 90% AMI rates locked for life of plan (17 years)

Attachment E

Development and Reimbursement Agreement

Action Request

Electronic Submission – Resolution #: 2355

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 7/2/2024

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: BECKY HUTTENGA

Agenda Item: BROWNFIELD PLAN AMENDMENT FOR WINSOR PLACE

Suggested Motion:

To recommend and forward to the Board of Commissioners a resolution approving the Brownfield Plan Amendment for Winsor Place located in the Village of Spring Lake.

Summary of Request:

106 S Buchanan SL LLC submitted an application for a Brownfield Plan Amendment (the Amendment) to the Ottawa County Brownfield Redevelopment Authority (OCBRA). The project, referred to as Winsor Place, proposes to invest over $10M to construct one mixed use building at 106 S Buchanan in the Village of Spring Lake. The redevelopment of the property will result in 2,684 square feet of retail space and along with 41 residential rental units. Of those units, the applicant commits to maintaining five at an affordable rent rate targeted to 85%-95% Area Median Income (AMI) earning residents for the duration of the Amendment. On May 16, the OCBRA unanimously passed a motion recommending approval of the Amendment by the Ottawa County Board of Commissioners. The Village of Spring Lake passed a resolution of support for the Amendment on May 20, 2024. A public hearing to receive comments on the Amendment was held on June 25.

The Amendment requests approval to capture a maximum of $1,910,071 in State and local taxes over a maximum of 18 years, as allowed under the Brownfield Redevelopment Financing Act (Act 381). The captured taxes will be used to reimburse 106 S Buchanan SL LLC for eligible costs as defined by Act 381, including potential rent loss related to the affordable housing units that created a financing gap for the developer. This reimbursement amount will not exceed $1,274,620. The remaining capture will be used to reimburse the OCBRA for administrative costs, deposited into the State Brownfield Revolving Fund as required by the Act, and deposited into the Local Brownfield Revolving Fund.

If approved by the Ottawa County Board of Commissioners, the Amendment will then be submitted to the State of Michigan for final approval.

Financial Information:

Total Cost: **N/A**	General Fund Cost: **N/A**	Included in Budget: **N/A**

If not included in Budget, recommended funding source:
N/A

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *6/27/2024 1:36:15 PM*

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners, held at the Fillmore Complex in the Township of Olive, Michigan on July 9, 2024 at 9:00 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 Ottawa County Board of Commissioners established the Ottawa County Brownfield Redevelopment Authority on June 10, 2008, pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996 ("Act 381") in order to redevelop one specific site; and

WHEREAS, on June 23, 2009 the Ottawa County Brownfield Redevelopment Authority was amended in order to provide for the administration of projects at any location in the County where the local unit of government does not have a brownfield authority and supports the project; and

WHEREAS, pursuant to Act 381, a proposed amendment to the Ottawa County Brownfield Plan, included as Exhibit A (the "Amendment") outlining a mixed-use redevelopment project (the "Project") by 106 S. Buchanan, LLC (the "Developer") at 106 South Buchanan Street in Spring Lake, Michigan (the "Property"); and

WHEREAS, the Property is considered a "facility" as defined under Section 20101(s) of

1994 Public Act 451, as amended, due to the presence of barium, total chromium, lead, and zinc detected in the soil, and PFOA and PFOS detected in groundwater at concentrations that exceed EGLE's generic residential clean-up criteria.; and

WHEREAS, the Property is also considered "Housing Property" under Act 381; and

WHEREAS, due to the Property being considered a "facility" and "Housing Property" under Act 381, the Property is therefore considered "Eligible Property" under Act 381; and

WHEREAS, the Amendment includes the use of Tax Increment Financing ("TIF") to capture taxes for a term not to exceed eighteen (18) years from the State of Michigan, Ottawa County, Ottawa Area Intermediate School District, Spring Lake Township, and the Village of Spring Lake as detailed in Table 1 of the Amendment; and

WHEREAS, the total amount of TIF captured and reimbursed for the Project will not exceed $1,910,071 over the term of the Amendment and will be distributed as follows, as authorized and/or required by Act 381: $1,274,620 to reimburse Developer for eligible activities, $136,366 to be deposited into the State Brownfield Revolving Fund, $51,566 to reimburse the Ottawa County Brownfield Redevelopment Authority for administrative expenses, and the remaining $224,925 to be deposited in the Local Brownfield Revolving Fund; and

WHEREAS, the Amendment complies with all requirements set forth in Act 381; and

WHEREAS, the Amendment will provide for the redevelopment of a contaminated site, construction of market rate and income qualified housing stock, and job creation in the Village of Spring Lake and Ottawa County; and

WHEREAS, on May 9, 2024, the Spring Lake Village Downtown Development Authority approved a pass-through agreement with the Ottawa County Brownfield Redevelopment Authority; and

WHEREAS, on May 16, 2024, the Ottawa County Brownfield Redevelopment Authority recommended that the County approve the Amendment, including specified area median income requirements; and

WHEREAS, on May 20, 2024, the Village of Spring Lake Village Council (the "Village") adopted a resolution in support of the Amendment, as approved by the OCBRA.

WHEREAS, on July 9, 2024, the Ottawa County Board of Commissioners will hold a public hearing regarding the Amendment.

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners approves the Amendment to the Ottawa County Brownfield Plan recommended by the Ottawa County Brownfield Redevelopment Authority and approved by the Village for the following reasons:

1. The Amendment constitutes a public purpose

2. The Amendment meets all requirements of Section 13 and 13b of Act 381

3. The proposed method of financing the costs of the eligible activities as identified in the Amendment is feasible and the Authority has the ability to arrange the financing

4. The costs of the eligible activities proposed in the Amendment are reasonable and necessary to carry out the purpose of Act 381

5. The amount of captured taxable value included in the Amendment is reasonable; and

BE IT FURTHER RESOLVED that Ottawa County approves the use of Tax Increment Financing for the Project and Property, consistent with the provisions of the Amendment and Act 381; and

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

YEAS: Commissioners _____

_____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

_____ _____

Chairperson, Ottawa County Board of Commissioners

Ottawa County Clerk/Register

Exhibit A

BROWNFIELD PLAN FOR THE 106 S. BUCHANAN, SL LLC, PROJECT AT 106 S BUCHANAN ST., SPRING LAKE, MICHIGAN

Prepared for:

Ottawa County Brownfield Redevelopment Authority
12220 Fillmore Street, Room 260
West Olive, Michigan 49460

Prepared with the assistance of:

Warner Norcross + Judd LLP
150 Ottawa Ave NW, Suite 1500
Grand Rapids, MI 49503-2487

April 29, 2024

Recommended for approval by the Ottawa County Brownfield Redevelopment Authority on May 16, 2024

Resolution of Concurrence/Support by the Spring Lake Village Council on May 20, 2024

Resolution of Support by the Ottawa County Commission on July 9, 2024

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B. Summary of Eligible Activities

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N. Other Material that the Authority or Governing Body Considers Pertinent

EXHIBITS

Figure 1	Map of the Property
Table 1	TIF Table
Attachment A	Legal Descriptions of the Eligible Property in the Plan
Attachment B	Confirmation of Facility Status

1. Summary of Project

Pursuant to this Redevelopment Project Brownfield Plan (the "**Plan**"), 106 S. Buchanan, SL LLC (the "**Developer**") is proposing to redevelop the 0.96-acre property at the corner of S. Buchanan and E. Exchange Streets (the "**Property**") into a new three-story 35,685 square feet mixed-use building with first floor commercial retail space fronting S. Buchanan Street, residential townhomes facing E. Exchange Street that includes a total of forty-one (41) residential units (the "**Project**").

The Project's first floor will include integrated covered parking (12 spaces), a lower lobby and property manager's office, mechanical room, approximately 2,684 square feet of commercial retail space, one (1) one-bedroom residential unit, the lower-level entrances for five (5) two-bedroom two-story residential townhome units, as well as bike storage totaling 8,349 square feet.

The second floor of the Project will consist of the second floors of the five (5) two-bedroom townhomes, five (5) studio apartments, and ten (10) one-bedroom apartments totaling 13,657 square feet.

The third floor of the Project will consist of five (5) studio apartments, fourteen (14) one-bedroom apartments, and one (1) one-bedroom apartment totaling 13,657 square feet.

Developer is seeking to utilize the new Housing TIF program and intends to designate approximately twelve percent (12%) of the units (5 units – (2) studios at 85% AMI & (3) 1-bed at 95% AMI) for tenants earning 85 & 95% area median income for a period of fifteen (15) years. The Project will facilitate the development of housing projected to be rented to households earning between 85% and 95% of the area median income, of which there is a demand for 545 units by 2027 as identified by the Ottawa County Housing Needs Assessment, linked below:

https://www.housingnext.org/_files/ugd/8dbec7_ac4d908414d247cfbb970393682c7c5e.pdf

The Project is expected to commence in July/August 2024 and be completed in the following 12-15 months. Total capital investment is estimated at approximately $10.25 million.

2. Basis of Eligibility

The Property, which is listed and legally described in Attachment A, is considered a "facility" as defined under Section 20101(s) of 1994 Public Act 451, as amended, due to the presence of barium, total chromium, lead, and zinc were detected in the soil; and PFOA and PFOS were detected in groundwater at concentrations that exceed EGLE's generic residential clean-up criteria. The Property is also considered "Housing Property" under the Act. Therefore, the Property is considered "Eligible Property" under Act 381 of 1996, as amended. Attachment B includes a summary of the identified environmental conditions.

See Figure 1 for a map of the Property.

3. Required Elements of Brownfield Plan

A. A description of costs intended to be paid for with tax increment revenues. (MCLA 125.2663(2)(a))

Developer will seek tax increment financing ("**TIF**") from available local taxes and state school taxes, as applicable, for eligible activities conducted on the Property, including department specific activities, housing development activities, infrastructure improvements for housing property, and brownfield plan preparation, development, and implementation. The table below presents estimated costs of the eligible activities for the Project that qualify for TIF reimbursement.

ELIGIBLE ACTIVITIES	
TASK	**COST ESTIMATE**
1. Department Specific Activities	$20,000
2. Housing Development Activities – Financing Gap Support	$1,018,800
3. Infrastructure Improvements for Housing Property	$155,820
Eligible Activity Subtotal	$1,194,620
4. Brownfield Plan/Work Plan Preparation, and Development	$30,000
5. Brownfield Plan /Work Plan Implementation	$50,000
TOTAL	**$1,274,620**

B. A brief summary of the eligible activities that are proposed for each eligible property. (MCLA 125.2663(2)(b))

"Eligible Activities" are defined in Act 381 of 1996, as amended (the "Act") as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in non-qualified local governmental units such as the Village of Spring Lake and a project includes housing property located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan, the Act includes the following additional activities under the definition of "eligible activities": (A) housing development activities; (B) infrastructure improvements that are necessary for housing property and support housing development activities; and (C) site preparation that is not a response activity and that supports housing development activities. The cost of eligible activities is estimated in the table above and includes the following:

i. Department Specific Activities. Costs associated with due diligence for acquisition of the Property, including Phase I, Baseline Environmental Assessment, and due care plan preparation costs.

ii. Housing Development Activities. Housing development activities include potential rent loss subsidy and financing gap support associated with construction of housing property.

iii. Infrastructure Improvements for Housing Property. Road and utility improvements in support of housing property and housing development activities..

iv. Brownfield Plan/Work Plan Preparation, and Development. Costs incurred to prepare and develop this Plan, as required under the Act.

v. Brownfield Plan/Work Plan Implementation. Costs incurred to administer and implement this Plan, as required under the Act.

C. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))

An estimate of real property tax capture for tax increment financing is attached as Table 1.

D. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))

The Developer will initially pay for the cost of the Eligible Activities included in this Plan and they will seek reimbursement through available tax increment revenue during the term of the Plan.

E. The maximum amount of the note or bonded indebtedness to be incurred, if any. (MCLA 125.2663(2)(e))

Bonds will not be issued for the Project.

F. The proposed beginning date and duration of capture of tax increment revenues, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCLA 125.2663(2)(f) and MCLA 125.2663b(16))

The duration of the Plan for the Project is estimated to be eighteen (18) years. It is estimated that redevelopment of the Property will be completed over the next 12-15 months and that it will take up to fifteen (15) years to recapture the Eligible Activities through tax increment revenues, plus up to 2 full years of capture for the Local Brownfield Revolving Fund (the "**LBRF**"), if available. The attainable housing units will be maintained for a 15yr term based on the reimbursement term of the Plan. Therefore, the first year of tax increment capture will be 2025 and the Plan will remain in place until the Developer is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

G. An estimate of the future tax revenues of all taxing jurisdictions in which the Property is located to be generated during the term of the Plan. (MCLA 125.2663(2)(g))

An estimate of real property tax capture is attached as Table 1.

H. A legal description of each parcel of eligible property to which the Plan applies, a map showing the locations and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property and a statement of whether personal property is included as part of the eligible property. (MCLA 125.2663(2)(h))

i. See legal description and site map of the Properties in Figure 1.

ii. Eligible Property Status. The Property is a "facility" and is considered a "Housing Property" under the Act.

iii. Personal Property. New personal property added to the Property is included as part of the Eligible Property, to the extent that it is taxable.

I. Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCLA 125.2663(2)(i))

The Property does not currently have anyone residing on it. Therefore, the Project will not result in any displacement of individuals. This Section is inapplicable as the Plan will not displace anyone.

J. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCLA 125.2663(2)(j))

This Section is inapplicable as the Plan will not displace anyone.

K. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and other reimbursement of expenses, if any. (MCLA 125.2663(2)(k))

This Section is inapplicable as the Plan will not displace anyone.

L. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCLA 125.2663(2)(l))

This Section is inapplicable as the Plan will not displace anyone.

M. Other material that the Authority or the City Council considers pertinent. (MCLA 125.2663(2)(m))

The Project will provide new much-needed attainable and market rate housing, as well as providing long-term increased property tax base to Spring Lake and Ottawa County. Given the available retail space and assuming similar performance in comparison to other projects the development team has completed, the Developer anticipates estimated job creation of at least six (6) commercial/retail FTEs with average wages of $17/hr.

FIGURE 1

Location of the Eligible Property

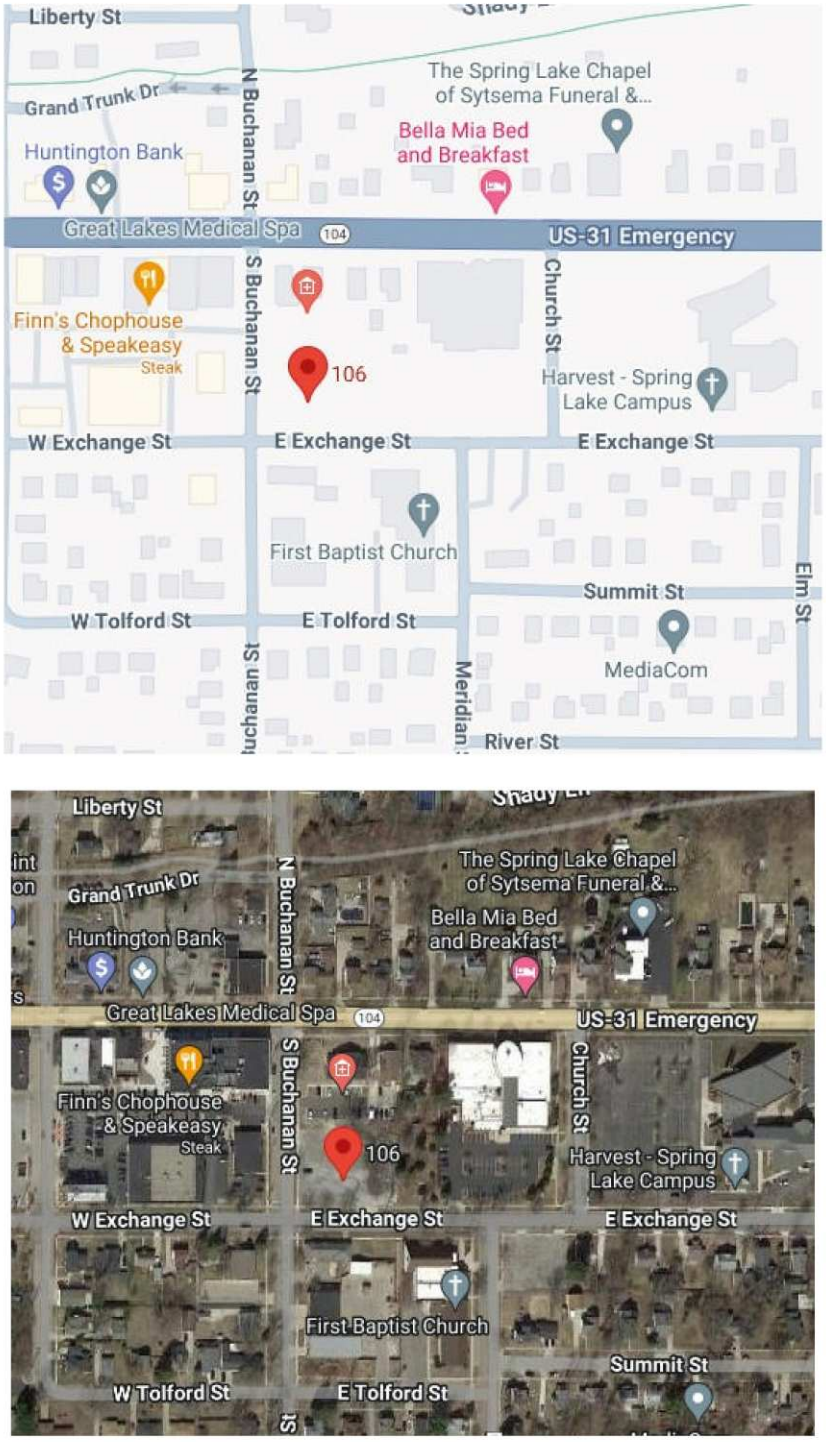

Figure 1

379-006
379-004
102
383-023
123
383-022
225
452-023
106
383-020
382-017
111
382-018
303
020
210
386-005
118
386-003
233
009
120

Preliminary Site Plan

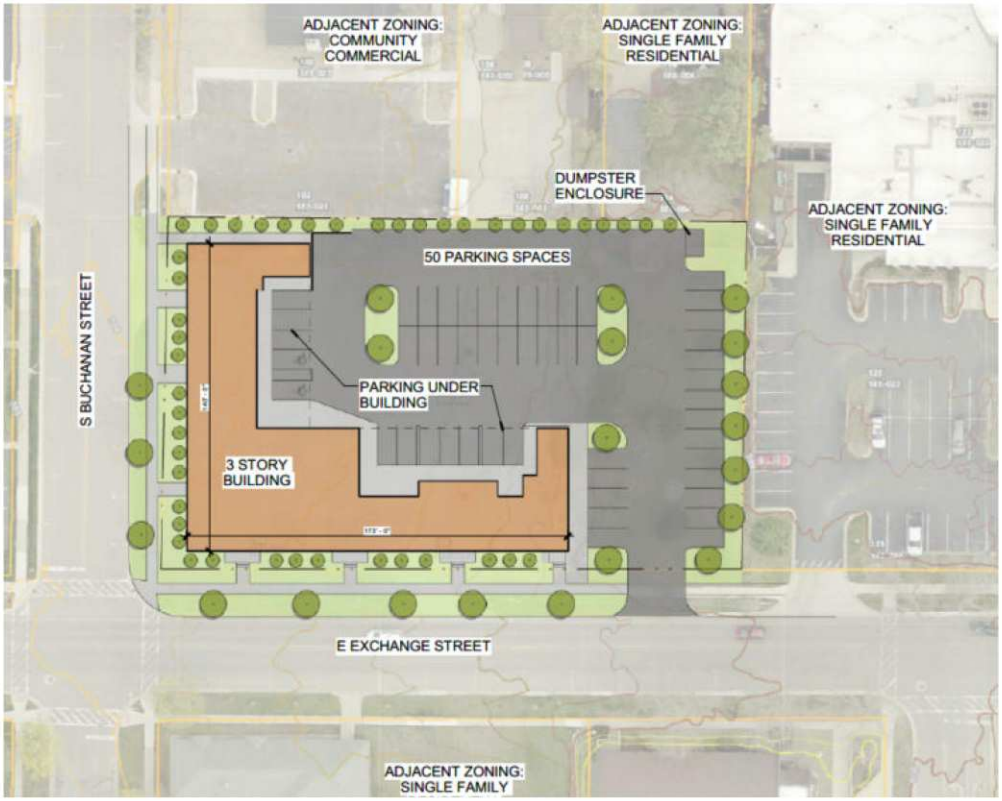

TABLE 1

TIF Table

Tax Increment Revenue Capture Estimates
106 S. Buchanan Street
Spring Lake, Michigan
April 29, 2024

Estimated Taxable Value (TV) Increase Rate:	2.00%	Commercial Rehabilitation Act Abatement										
Plan Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV	$ -	$ 1,000,000	$ 2,783,000	$ 2,838,660	$ 2,895,433	$ 2,953,342	$ 3,012,409	$ 3,072,657	$ 3,134,110	$ 3,196,792	$ 3,260,728	$ 3,325,943
Incremental Difference (New TV - Base TV)	**$ -**	**$ 1,000,000**	**$ 2,783,000**	**$ 2,838,660**	**$ 2,895,433**	**$ 2,953,342**	**$ 3,012,409**	**$ 3,072,657**	**$ 3,134,110**	**$ 3,196,792**	**$ 3,260,728**	**$ 3,325,943**
School Capture	Millage Rate											
State Education Tax	6.0000	$ -	$ 6,000	$ 16,698	$ 17,032	$ 17,373	$ 17,720	$ 18,074	$ 18,436	$ 18,805	$ 19,181	$ 19,564	$ 19,956
School Operating	17.7584	$ -	$ 17,758	$ 49,422	$ 50,410	$ 51,418	$ 52,447	$ 53,496	$ 54,565	$ 55,657	$ 56,770	$ 57,905	$ 59,063
School Total	**23.7584**	**$ -**	**$ 23,758**	**$ 66,120**	**$ 67,442**	**$ 68,791**	**$ 70,167**	**$ 71,570**	**$ 73,001**	**$ 74,461**	**$ 75,951**	**$ 77,470**	**$ 79,019**
Local Capture	Millage Rate											
SLV Operating	9.7300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,361
Ottawa County Oper	3.9000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,971
County E-911	0.4243	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,411
Ottawa County ISD	6.2245	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,702
Ottawa County Parks	0.3199	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,064
Ottawa County Roads	0.4822	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,604
OC Mental Health	0.2892	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 962
SL Twp Operating	0.7500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,494
SL Twp Ag CNC	0.2386	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 794
SL Twp Museum	0.2350	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 781
SL Twp Bike Path	0.4550	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,513
Harb Transit Bus	0.6000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,996
SL Dist Lib-Oper	1.4300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,756
Local Total	**25.0787**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 83,410**
Non-Capturable Millages	Millage Rate											
SLV Debt Retirement	0.6300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,095
Fire District	1.1500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,825
School Debt	7.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,282
Total Non-Capturable Taxes	**8.7800**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 29,202**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 23,758	$ 66,120	$ 67,442	$ 68,791	$ 70,167	$ 71,570	$ 73,001	$ 74,461	$ 75,951	$ 77,470	$ 162,429

Footnotes:
Projected TV and 2% inflation thereafter
Assumes millage rates remain the same
Assumes 10yr Commercial Rehab Act abatement
Land TIF is captured but is nominal and above reflects improvements increase

Tax Increment Revenue Capture Estimates
106 S. Buchanan Street
Spring Lake, Michigan
April 29, 2024

Estimated Taxable Value (TV) Increase Rate:

Plan Year	13	14	15	16	17	18	TOTAL
Calendar Year	2036	2037	2038	2039	2040	2041	
Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV	$ 3,392,461	$ 3,460,311	$ 3,529,517	$ 3,600,107	$ 3,672,109	$ 3,745,552	$ 3,745,552
Incremental Difference (New TV - Base TV)	**$ 3,392,461**	**$ 3,460,311**	**$ 3,529,517**	**$ 3,600,107**	**$ 3,672,109**	**$ 3,745,552**	**$ 3,745,552**
School Capture	Millage Rate						
State Education Tax	6.0000	$ 20,355	$ 20,762	$ 21,177	$ 21,601	$ 22,033	$ 22,473	$ 317,239
School Operating	17.7584	$ 60,245	$ 61,450	$ 62,679	$ 63,932	$ 65,211	$ 66,515	$ 938,942
School Total	**23.7584**	**$ 80,599**	**$ 82,211**	**$ 83,856**	**$ 85,533**	**$ 87,243**	**$ 88,988**	**$ 1,256,181**
Local Capture	Millage Rate						
SLV Operating	9.7300	$ 33,009	$ 33,669	$ 34,342	$ 35,029	$ 35,730	$ 36,444	$ 240,584
Ottawa County Oper	3.9000	$ 13,231	$ 13,495	$ 13,765	$ 14,040	$ 14,321	$ 14,608	$ 96,431
County E-911	0.4243	$ 1,439	$ 1,468	$ 1,498	$ 1,528	$ 1,558	$ 1,589	$ 10,491
Ottawa County ISD	6.2245	$ 21,116	$ 21,539	$ 21,969	$ 22,409	$ 22,857	$ 23,314	$ 153,907
Ottawa County Parks	0.3199	$ 1,085	$ 1,107	$ 1,129	$ 1,152	$ 1,175	$ 1,198	$ 7,910
Ottawa County Roads	0.4822	$ 1,636	$ 1,669	$ 1,702	$ 1,736	$ 1,771	$ 1,806	$ 11,923
OC Mental Health	0.2892	$ 981	$ 1,001	$ 1,021	$ 1,041	$ 1,062	$ 1,083	$ 7,151
SL Twp Operating	0.7500	$ 2,544	$ 2,595	$ 2,647	$ 2,700	$ 2,754	$ 2,809	$ 18,544
SL Twp Ag CNC	0.2386	$ 809	$ 826	$ 842	$ 859	$ 876	$ 894	$ 5,900
SL Twp Museum	0.2350	$ 797	$ 813	$ 829	$ 846	$ 863	$ 880	$ 5,810
SL Twp Bike Path	0.4550	$ 1,544	$ 1,574	$ 1,606	$ 1,638	$ 1,671	$ 1,704	$ 11,250
Harb Transit Bus	0.6000	$ 2,035	$ 2,076	$ 2,118	$ 2,160	$ 2,203	$ 2,247	$ 14,836
SL Dist Lib-Oper	1.4300	$ 4,851	$ 4,948	$ 5,047	$ 5,148	$ 5,251	$ 5,356	$ 35,358
Local Total	**25.0787**	**$ 85,078**	**$ 86,780**	**$ 88,516**	**$ 90,286**	**$ 92,092**	**$ 93,933**	**$ 620,095**
Non-Capturable Millages	Millage Rate						
SLV Debt Retirement	0.6300	$ 2,137	$ 2,180	$ 2,224	$ 2,268	$ 2,313	$ 2,360	$ 15,577
Fire District	1.1500	$ 3,901	$ 3,979	$ 4,059	$ 4,140	$ 4,223	$ 4,307	$ 28,435
School Debt	7.0000	$ 23,747	$ 24,222	$ 24,707	$ 25,201	$ 25,705	$ 26,219	$ 173,082
Total Non-Capturable Taxes	**8.7800**	**$ 29,786**	**$ 30,382**	**$ 30,989**	**$ 31,609**	**$ 32,241**	**$ 32,886**	**$ 217,094**
Total Tax Increment Revenue (TIR) Available for Capture		$ 165,678	$ 168,991	$ 172,371	$ 175,819	$ 179,335	$ 182,922	$ 1,876,276

Footnotes:
Projected TV and 2% inflation thereafter
Assumes millage rates remain the same
Assumes 10yr Commercial Rehab Act abatement
Land TIF is captured but is nominal and above reflects improvements increase

Tax Increment Financing Reimbursement Table
106 S. Buchanan Street
Spring Lake, Michigan
April 29, 2024

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**71.7%**	**$ 914,514**		$ 914,514
Local	**28.3%**	**$ 360,106**	$ -	$ 360,106
TOTAL				**$ 1,274,620**
EGLE		$ 23,000	$ -	$ 23,000
MSHDA		$ 1,251,620	$ -	$ 1,251,620

Estimated Total Years of Plan: 18

Estimated Capt	$ 1,700,044
Administrative	$ 51,566
SBRF	$ 136,366
LBRF	$ 224,925

		Commercial Rehab Abatement Period										
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total State Incremental Revenue	$ -	$ 23,758	$ 66,120	$ 67,442	$ 68,791	$ 70,167	$ 71,570	$ 73,001	$ 74,461	$ 75,951	$ 77,470	$ 79,019
State Brownfield Revolving Fund (50% of SET)	$ -	$ (3,000)	$ (8,349)	$ (8,516)	$ (8,686)	$ (8,860)	$ (9,037)	$ (9,218)	$ (9,402)	$ (9,590)	$ (9,782)	$ (9,978)
State TIR Available for Reimbursement	**$ -**	**$ 20,758**	**$ 57,771**	**$ 58,926**	**$ 60,105**	**$ 61,307**	**$ 62,533**	**$ 63,783**	**$ 65,059**	**$ 66,360**	**$ 67,687**	**$ 69,041**
Total Local Incremental Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 83,410
BRA Administrative Fee - 5%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (8,121)
Local TIR Available for Reimbursement	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 75,289**
Total State & Local TIR Available	**$ -**	**$ 20,758**	**$ 57,771**	**$ 58,926**	**$ 60,105**	**$ 61,307**	**$ 62,533**	**$ 63,783**	**$ 65,059**	**$ 66,360**	**$ 67,687**	**$ 144,330**

DEVELOPER	Beginning Balance											
DEVELOPER Reimbursement Balance	***$ 1,274,620***	***$ 1,274,620***	***$ 1,253,862***	***$ 1,196,091***	***$ 1,137,165***	***$ 1,077,060***	***$ 1,015,754***	***$ 953,221***	***$ 889,437***	***$ 824,378***	***$ 758,018***	***$ 690,331***	***$ 546,001***
MSHDA Housing Activities Costs	*$ 1,251,620*	*$ 1,251,620*	*$ 1,251,620*	*$ 1,231,236*	*$ 1,174,508*	*$ 1,116,645*	*$ 1,057,625*	*$ 997,425*	*$ 936,020*	*$ 873,388*	*$ 809,503*	*$ 744,340*	*$ 677,874*
State Tax Reimbursement		$ -	$ 20,384	$ 56,728	$ 57,863	$ 59,020	$ 60,200	$ 61,404	$ 62,632	$ 63,885	$ 65,163	$ 66,466	$ 67,795
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 73,930
Total MSHDA Reimbursement Balance		*$ 1,251,620*	*$ 1,231,236*	*$ 1,174,508*	*$ 1,116,645*	*$ 1,057,625*	*$ 997,425*	*$ 936,020*	*$ 873,388*	*$ 809,503*	*$ 744,340*	*$ 677,874*	*$ 536,148*
EGLE Environmental Costs	*$ 23,000*	*$ 23,000*	*$ 23,000*	*$ 22,625*	*$ 21,583*	*$ 20,520*	*$ 19,435*	*$ 18,329*	*$ 17,200*	*$ 16,050*	*$ 14,876*	*$ 13,678*	*$ 12,457*
State Tax Reimbursement		$ -	$ 375	$ 1,042	$ 1,063	$ 1,085	$ 1,106	$ 1,128	$ 1,151	$ 1,174	$ 1,197	$ 1,221	$ 1,246
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,359
Total EGLE Reimbursement Balance		*$ 23,000*	*$ 22,625*	*$ 21,583*	*$ 20,520*	*$ 19,435*	*$ 18,329*	*$ 17,200*	*$ 16,050*	*$ 14,876*	*$ 13,678*	*$ 12,457*	*$ 9,852*
Local Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local Only Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement		*$ -*	*$ 20,758*	*$ 57,771*	*$ 58,926*	*$ 60,105*	*$ 61,307*	*$ 62,533*	*$ 63,783*	*$ 65,059*	*$ 66,360*	*$ 67,687*	*$ 144,330*

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture												

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

(1) Assumes taxable value increases based on proposed build out, plus 2% annual increases for inflation thereafter.
(2) Assumes Millage Rates remain constant.
(3) 10yr Commercial Rehab Act Abatement

Tax Increment Financing Reimbursement Table
106 S. Buchanan Street
Spring Lake, Michigan
April 29, 2024

	2036	2037	2038	2039	2040	2041	TOTAL
Total State Incremental Revenue	$ 80,599	$ 82,211	$ 83,856	$ 85,533	$ -	$ -	$ 1,079,949
State Brownfield Revolving Fund (50% of SET)	$ (10,177)	$ (10,381)	$ (10,589)	$ (10,800)	$ -	$ -	$ (136,366)
State TIR Available for Reimbursement	**$ 70,422**	**$ 71,831**	**$ 73,267**	**$ 74,732**	**$ -**	**$ -**	**$ 943,583**
Total Local Incremental Revenue	$ 85,078	$ 86,780	$ 88,516	$ 90,286	$ 92,092	$ 93,933	$ 620,095
BRA Administrative Fee - 5%	$ (8,284)	$ (8,450)	$ (8,619)	$ (8,791)	$ (4,605)	$ (4,697)	$ (51,566)
Local TIR Available for Reimbursement	**$ 76,795**	**$ 78,330**	**$ 79,897**	**$ 81,495**	**$ 87,487**	**$ 89,237**	**$ 568,530**
Total State & Local TIR Available	**$ 147,217**	**$ 150,161**	**$ 153,164**	**$ 156,227**	**$ 87,487**	**$ 89,237**	**$ 1,512,112**
DEVELOPER							
DEVELOPER Reimbursement Balance	***$ 398,784***	***$ 248,623***	***$ 95,459***	***$ -***	***$ -***	***$ -***	***$ -***
MSHDA Housing Activities Costs	*$ 536,148*	*$ 391,588*	*$ 244,137*	*$ 93,736*	*$ -*	*$ -*	
State Tax Reimbursement	$ 69,151	$ 70,534	$ 71,945	$ 44,839	$ -	$ -	$ 898,012
Local Tax Reimbursement	$ 75,409	$ 76,917	$ 78,455	$ 48,897	$ -	$ -	$ 353,608
Total MSHDA Reimbursement Balance	*$ 391,588*	*$ 244,137*	*$ 93,736*	*$ -*	*$ -*	*$ -*	
EGLE Environmental Costs	*$ 9,852*	*$ 7,196*	*$ 4,486*	*$ 1,723*	*$ -*	*$ -*	
State Tax Reimbursement	$ 1,271	$ 1,296	$ 1,322	$ 824	$ -	$ -	$ 16,502
Local Tax Reimbursement	$ 1,386	$ 1,413	$ 1,442	$ 899	$ -	$ -	$ 6,498
Total EGLE Reimbursement Balance	*$ 7,196*	*$ 4,486*	*$ 1,723*	*$ -*	*$ -*	*$ -*	
Local Only Costs	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local Only Reimbursement Balance	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
Total Annual Developer Reimbursement	*$ 147,217*	*$ 150,161*	*$ 153,164*	*$ 95,459*	*$ -*	*$ -*	
LOCAL BROWNFIELD REVOLVING FUND							
LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ 48,202**	**$ 87,487**	**$ 89,237**	**$ 224,925**
State Tax Capture	*$ -*	*$ -*	*$ -*	*$ 16,502*	*$ -*	*$ -*	*$ 16,502*
Local Tax Capture	*$ -*	*$ -*	*$ -*	*$ 31,699*	*$ 87,487*	*$ 89,237*	*$ 208,423*
Total LBRF Capture							

* Up to five years of capture for LBRF Deposits afte

Footnotes:

(1) Assumes taxable value increases based on propo
(2) Assumes Millage Rates remain constant.
(3) 10yr Commercial Rehab Act Abatement

Attachment A

Legal Description of the Eligible Property

Property Address: 106 S. Buchanan St, Spring Lake, MI 49456

Parcel ID #: 70-03-15-383-020

Legal Description: LOTS 3, 4, 5 & 8 BRYANT'S ADD, ALSO BLL

Attachment B

Confirmation of Facility Status

Phase II Environmental Site Assessment

106 South Buchanan Street
Spring Lake, Michigan

Ottawa County Brownfield Redevelopment Authority
West Olive, Michigan

And

Midwest Construction

Project No. 210567

December 21, 2021

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1515 Arboretum Drive, SE
Grand Rapics, Michigan 49546

616.575.3824 | fishbeck.com

Phase II Environmental Site Assessment

106 South Buchanan Street
Village of Spring Lake, Ottawa County, Michigan
Parcel Number 70-03-15-383-020

Prepared For:
Ottawa County Brownfield Redevelopment Authority
West Olive, Michigan

And

Midwest Construction
Zeeland, Michigan

December 21, 2021
Project No. 210567

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Appendix 1 Boring/Temporary Well Logs
Appendix 2 Laboratory Reports
Appendix 3 Data Validation

List of Abbreviations/Acronyms

AMSD	approximate minimum search distance
ASTM	American Standards for Testing and Materials
BEA	Baseline Environmental Assessment
bgs	below ground surface
CESQG	Conditionally Exempt Small-Quantity Generator
DPW	Department of Public Works
DU	decision unit
ECHO	Enforcement & Compliance History Information
EGLE	Michigan Department of Environment, Great Lakes, and Energy
EM	electromagnetic
ESA	Environmental Site Assessment
facility	Any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located.
FINDS	Facility Index System/Facility Registry System

GPR	ground penetrating radar
GPS	Global Positioning System
GRCC	Generic Residential Cleanup Criteria
MEK	methyl ethyl ketone
msl	mean sea level
PA	Public Act
Part 201	Part 201 (Environmental Remediation) of the Natural Resources and Environmental Protection Act, 1994 of Public Act 451, as amended (NREPA)
PID	photoionization detector
PNA	polynuclear aromatic hydrocarbons
ppm	part(s) per million
PVC	polyvinyl criteria
RCRA	Resource Conservation and Recovery Act
REC	recognized environmental condition
RIASL	Recommended Interim Action Screening Levels
RSD	relative standard deviation
SDBL	statewide default background level
SVOC	semivolatile organic compound
TOV	total organic vapors
TSRIASL	Time Sensitive Recommended Interim Action Screening Levels
µg/Kg	microgram per kilogram
µg/L	microgram per liter
UST	underground storage tank
VOC	volatile organic compound
WDS	Waste Data System

1.0 Introduction

Fishbeck conducted a Phase II ESA on the property located at 106 South Buchanan Street, Village of Spring Lake, Ottawa County, Michigan (the Site). A Location Map and a Site Map are provided as Figures 1 and 2, respectively.

Fishbeck conducted a Phase I ESA (dated May 25, 2021) on the Site. The Site consists of a gravel parking lot with a total area of approximately 0.97 acre. The Site is located within a primarily commercial area.

The Site was originally developed with a fire station on the west side of the Site and a public school on the east side of the Site prior to 1883. The fire station was demolished by 1899. The school remained present until sometime between 1958 and 1962, when it became vacant. A building occupied by Spring Lake Fire Department and Spring Lake Township offices was constructed in 1964, which was demolished in 2016 and has been used as a gravel parking lot since.

During the course of this investigation, Fishbeck encountered evidence of the following RECs in connection with the Site:

- Class B firefighting foam (that likely contained PFAs) was stored and used on the Site historically associated with the former fire station. The use of storage or PFAs containing foam which may have been released to the subsurface represents evidence of a REC.
- Coal was identified as a heating source of the former school building in the 1800's. The potential for residual coal and/or coal fly ash to exist within the southern portion of the Site represents evidence of a REC.

Fishbeck submitted a Sampling and Analysis Plan (SAP) to the USEPA for review and approval. The SAP documented proposed sampling locations, and laboratory analyses to address the RECs identified in the Phase I ESA and included a Health and Safety Plan (HASP). The SAP was approved by USEPA on August 4, 2021. The Phase II ESA is discussed in the sections below.

2.0 Investigation Methods

2.1 Soil and Groundwater Sampling

On August 26, 2021, Fishbeck oversaw the completion of ten (10) soil borings (MC-SB-GP-1 through MC-SB-GP-10), and installation of two (2) temporary monitoring wells (MC-GW-TMW-1 and MC-GW-TMW-2). The soil boring and temporary monitoring well locations are shown on Figure 3.

Fishbeck subcontracted Rosendall Well Drilling of Grand Rapids, Michigan, to provide drilling services at the Site. The soil borings were installed using a direct-push rig (Geoprobe® 7822DT) and macro-cores equipped with single-use acetate liners. A continuous core of soil was collected at each soil boring location, and the soils were described by a Fishbeck geologist. The soils were field screened for the presence of total organic vapors using a PID. Soil samples were collected from each soil boring (i.e., SB) from the interval corresponding to the highest PID reading in the soils or where visual evidence indicated the greatest potential for contamination. A Sampling Rationale Table is included in Table 1.

The temporary monitoring wells (i.e., TMW) were constructed using 1-inch-diameter PVC casings and 1-inch-diameter 5-foot-long PVC screens. The bottom of each screen was generally installed approximately 2 to 3 feet below the water table. Borehole logs that include well construction details are presented in Appendix 1. The temporary wells were sampled using a peristaltic pump equipped with disposable tubing, following EGLE-approved low-flow methods.

The soil and groundwater samples were collected directly into laboratory-prepared bottles, stored on ice in an insulated cooler, sealed, and transported under chain-of-custody documentation to ALS Group USA, of Holland,

Michigan, for laboratory analysis of the polynuclear aromatic hydrocarbons (PNAs), Michigan 10 Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc) and/or perfluoroalkyl substances (PFAS).

To meet the data quality objectives in the QAPP, duplicate samples, matrix-spike/matrix-spike-duplicate samples, equipment blank, and a trip blank were collected. These additional samples are recommended to evaluate the precision and accuracy of the reported data.

3.0 Investigation Results

3.1 Soil and Groundwater

Soils encountered consisted primarily of sand with varying amounts of silt to the maximum depth explored. Fill material which included brick, glass, and concrete was observed at SB-01 (surface to 3 feet bgs), SB-2 (0.5 to 5 feet bgs), SB-3 (0.5-2 feet bgs), SB-04 (0.5 to 3 feet bgs), SB-05 (0.5 to 5 feet bgs), and SB-06 (0.5 to 6 feet bgs) Groundwater was encountered at approximately 13.5 feet bgs across the Site. Soil boring logs are provided in Appendix 1.

The soil and groundwater analytical results were compared to applicable EGLE Part 201 GRCC and are provided in Tables 2 and 3, respectively. The analytical results exceeding Part 201 GRCC are shown on Figure 4. Copies of the laboratory reports are provided as Appendix 3.

3.1.1 Soil Analytical Results

The analytical results identified the following exceedance of Part 201 GRCC in soil:

- MC-SB-GP-2 Duplicate (2-3 feet) – Zinc
- MC-SB-GP-3 (1-3 feet) – Lead and Zinc
- MC-SB-GP-5 (4-5 feet) – Barium, total chromium, lead, and zinc

The remaining samples were either not detected or were detected at concentrations below Part 201 GRCC.

3.1.2 Groundwater Analytical Results

The analytical results identified the following exceedance of Part 201 GRCC in groundwater:

- MC-GW-TMW-1 – Perfluorooctanoic acid (PFOA)
- MC-GW-TMW-2 – Perfluorooctane sulfonic acid (PFOS)

The remaining samples were either not detected or were detected at concentrations below Part 201 GRCC.

4.0 Data Validation and Assessment

Validation of the soil and groundwater monitoring data was performed as required by the QAPP, the analytical tables were adjusted to add "j" flags where necessary. The completeness objective for the task was met and sufficient data was available to support decision-making. The data validation is provided in Appendix 3.

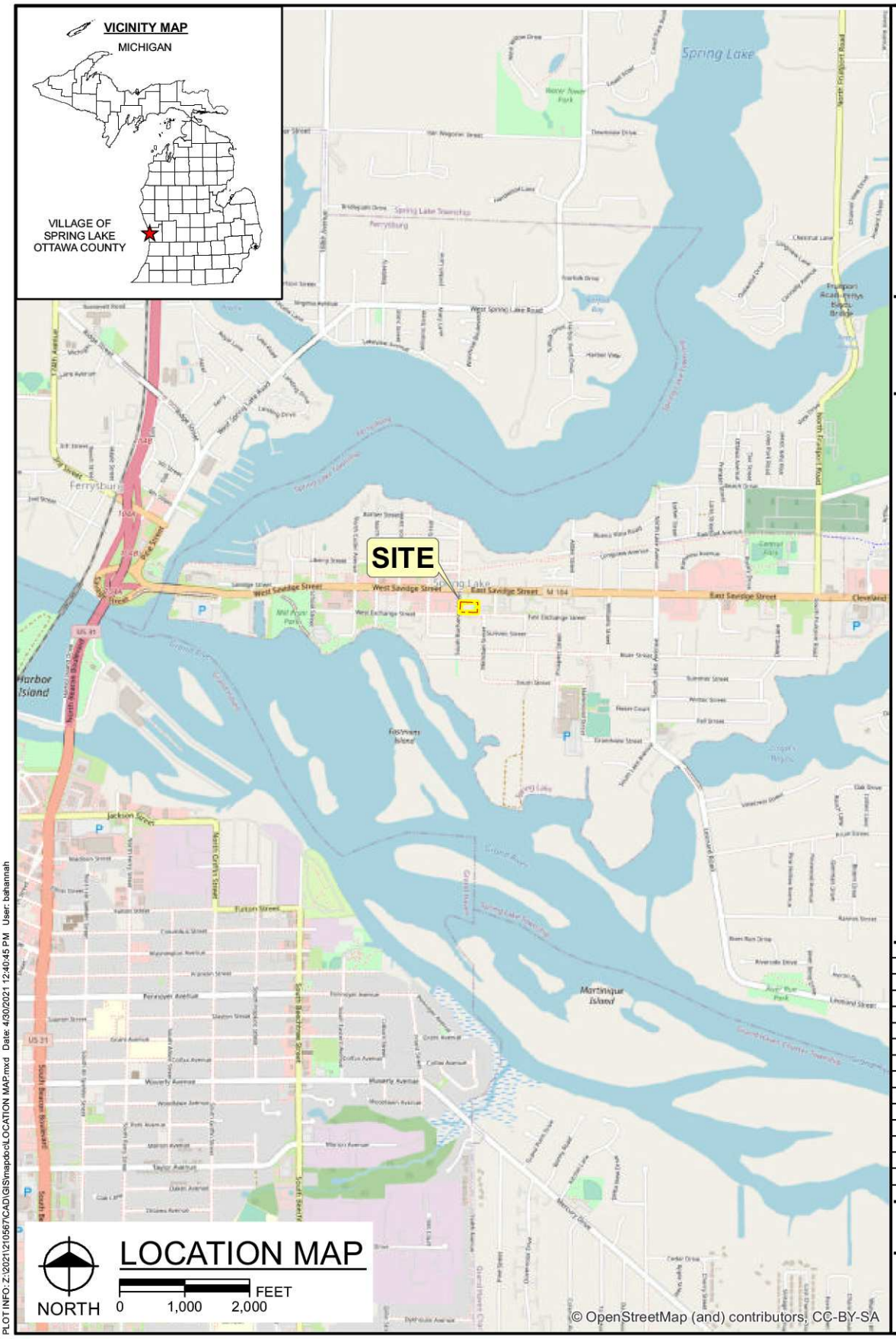
5.0 Summary and Conclusions

Fishbeck conducted a Phase II ESA in August 2021 at the property located at 106 South Buchanan Street, Spring Lake, Ottawa County, Michigan (the Site). The Phase II ESA was completed to evaluate the RECs identified in a May 2021 Phase I ESA conducted by Fishbeck. The Phase I ESA identified the following RECs in connection with the Site:

- Class B firefighting foam (that likely contained PFAs) was stored and used on the Site historically associated with the former fire station. The use of storage or PFAs containing foam which may have been released to the subsurface represents evidence of a REC.
- Coal was identified as a heating source of the former school building in the 1800's. The potential for residual coal and/or coal fly ash to exist within the southern portion of the Site represents evidence of a REC.

Phase II ESA activities conducted to investigate the RECs included the completion of ten (10) soil borings and installation of two (2) temporary monitoring wells. Barium, total chromium, lead, and zinc were detected in soil; and PFOA and PFOS were detected in groundwater at concentrations exceeding Part 201 GRCC. There were no other PNAs, metals, or PFAS detected above Part 201 GRCC. Therefore, based on the presence of barium, total chromium, lead, and zinc in soil, and PFOA and PFOS in groundwater at concentrations exceeding Part 201 GRCC, the Site is considered a *facility*, and the completion of a Baseline Environmental Assessment (BEA) for the Site is warranted.

Figures



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Ottawa County BRA
106 S Buchanan St, Spring Lake, Ottawa County, MI
Phase II
Environmental Site Assessment

PROJECT NO.
210567

FIGURE NO.
1

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Phase II

Environmental Site Assessment

PROJECT NO.
210567

FIGURE NO.
2

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PROJECT NO.
210567

FIGURE NO.
3

PLOT INFO: \\corp.fch.com\AllProjects\2021\210567\CAD\GIS\mapdoc\FIG03_Sample Location Map.mxd Date: 11/15/2021 2:59:58 PM User: abryan

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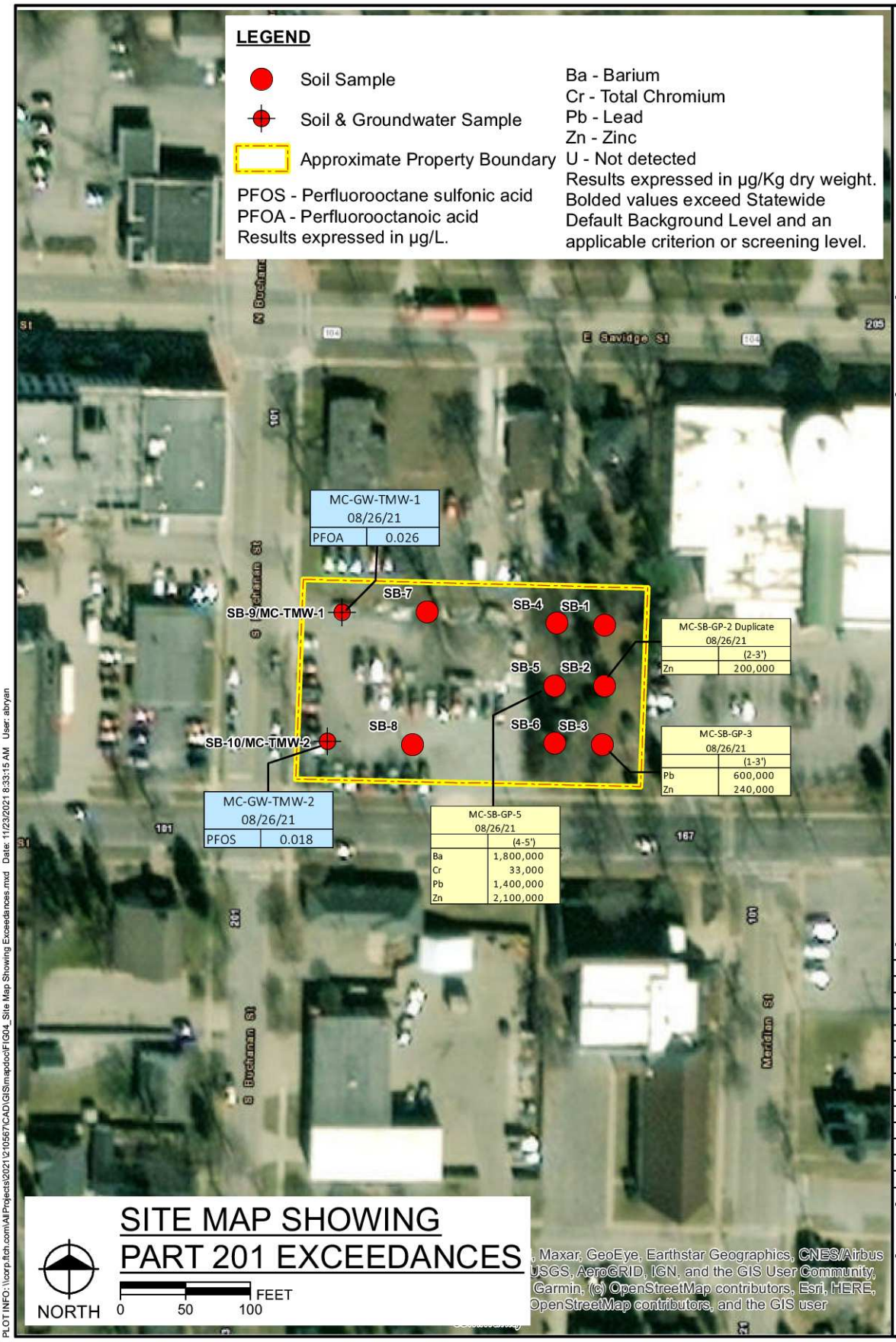

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106 S Buchanan St, Spring Lake, Ottawa County, MI
Phase II
Environmental Site Assessment

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210567

FIGURE NO.
4

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Tables

Table 1 - Sampling Rationale
Phase II ESA - 106 Buchanan Street, Spring Lake, MI
November 2021

Sample ID	Sample Location/REC	Rationale	Sample Depth (ft) / Screened Interval (ft)	Soil Analytical			Groundwater Analytical
				PFAS	PNAs	MI 10 Meals	PFAS
MC-SB-GP-1	Eastern portion of the Site	Determine if contamination exists related to past use of coal for heating at the Site.	5		1	1	
MC-SB-GP-2	Eastern portion of the Site	Determine if contamination exists related to past use of coal for heating at the Site.	2-3		1	1	
MC-SB-GP-3	Eastern portion of the Site	Determine if contamination exists related to past use of coal for heating at the Site.	1-3		1	1	
MC-SB-GP-4	Eastern portion of the Site	Determine if contamination exists related to past use of coal for heating at the Site.	1-3		1	1	
MC-SB-GP-5	Eastern portion of the Site	Determine if contamination exists related to past use of coal for heating at the Site.	4-5		1	1	
MC-SB-GP-6	Eastern portion of the Site	Determine if contamination exists related to past use of coal for heating at the Site.	4-5		1	1	
MC-SB-GP-7	Western portion of the Site	Determine if soil contamination exists at the Site related to past fire fighting activities.	5	1			
MC-SB-GP-8	Western portion of the Site	Determine if soil contamination exists at the Site related to past fire fighting activities.	5	1			
MC-GW-SB-9/TMW-1	Western portion of the Site	Determine if groundwater contamination exists at the Site related to past fire fighting activities.	12-17				1
MC-GW-SB-10/TMW-2	Western portion of the Site	Determine if groundwater contamination exists at the Site related to past fire fighting activities.	12-17				1

Notes:
PNAs - polynuclear aromatic hydrocarbons (Method 8270)
MI 10 Metals- arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc
PFAs - perfluoroalkyl substances

Table 2 - Soil Data Summary - Validated
Phase II Environmental Site Assessment
Ottawa County BRA, 106 S. Buchanan St., Spring Lake, Ottawa County, MI
December 2021

Sample Location:		MC-SB-GP-1	MC-SB-GP-2	MC-SB-GP-2	MC-SB-GP-3	MC-SB-GP-4	MC-SB-GP-5	MC-SB-GP-6	MC-SB-GP-7	MC-SB-GP-8	MC-SB-GP-8	*Statewide Default Background Levels* [1]	*Drinking Water Protection Criteria* [1]	*GSIP Criteria* [1]	*Soil Volatilization to Indoor Air Inhalation Criteria* [1]	*Infinite Source VSIC* [1]	*Finite VSIC for 5 Meter Source Thickness* [1]	*Finite VSIC for 2 Meter Source Thickness* [1]	*Particulate Soil Inhalation Criteria* [1]	*Direct Contact Criteria* [1]	*Soil Saturation Concentration SL* [1]	*Soil VIAP SL* [2]
Depth Interval (ft):		(5)	(2-3)	(2-3)	(1-3)	(1-3)	(4-5)	(4-5)	(5)	(5)	(5)											
Investigative/Field Duplicate/QC:		Investigative	Investigative	Duplicate	Investigative	Investigative	Investigative	Investigative	Investigative	Investigative	Duplicate											
Laboratory ID:		210824O6-01	210824O6-02	210824O6-03	210824O6-04	210824O6-05	210824O6-06	210824O6-07	210824O6-08	210824O6-09	210824O6-10											
Collection Date:		08/26/21	08/26/21	08/26/21	08/26/21	08/26/21	08/26/21	08/26/21	08/26/21	08/26/21	08/26/21											
Polynuclear Aromatic Compounds	***CAS Number***																					
2-Methylnaphthalene	91-57-6	4.1 U	7.9 U	6.7 U	4.4 U	4.3 U	35	9.3 U	--	--	--	*NA*	*57,000*	*4,200*	*2.70E+06*	*1.50E+06*	*1.50E+06*	*1.50E+06*	*6.70E+08*	*8.10E+06*	*NA*	*1,700*
Acenaphthene	83-32-9	4.1 U	7.9 U	6.7 U	4.4 U	4.3 U	32	9.3 U	--	--	--	*NA*	*3.00E+05*	*8,700*	*1.90E+08*	*8.10E+07*	*8.10E+07*	*8.10E+07*	*1.40E+10*	*4.10E+07*	*NA*	*2.00E+05*
Acenaphthylene	208-96-8	4.4	570	550	5.1	4.3 U	62	9.3 U	--	--	--	*NA*	*5,900*	*ID*	*1.60E+06*	*2.20E+06*	*2.20E+06*	*2.20E+06*	*2.30E+09*	*1.60E+06*	*NA*	*DATA*
Anthracene	120-12-7	4.1 U	250	340	4.4 U	11	160	9.3 U	--	--	--	*NA*	*41,000*	*ID*	*1.00E+09*	*1.40E+09*	*1.40E+09*	*1.40E+09*	*6.70E+10*	*2.30E+08*	*NA*	*1.30E+07*
Benzo(a)anthracene	56-55-3	40	4,000	4,600	18	22	160	9.3 U	--	--	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*NLV*	*20,000*	*NA*	*1.60E+05 (MM)*
Benzo(a)pyrene	50-32-8	40	3,000	3,200	24	21	170	7.7 J	--	--	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*1.50E+05*	*2,000*	*NA*	*NA*
Benzo(b)fluoranthene	205-99-2	60	4,300	4,600	31	36	240	8.8 J	--	--	--	*NA*	*NLL*	*NLL*	*ID*	*ID*	*ID*	*ID*	*ID*	*20,000*	*NA*	*NA*
Benzo(g,h,i)perylene	191-24-2	20	1,700	1,600	13	11	98	9.3 U	--	--	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*8.00E+08*	*2.50E+06*	*NA*	*NA*
Benzo(k)fluoranthene	207-08-9	24	1,600	1,500	11	15	88	9.3 U	--	--	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*2.00E+05*	*NA*	*NA*
Chrysene	218-01-9	42	3,700	3,800	23	29	190	9.3 U	--	--	--	*NA*	*NLL*	*NLL*	*ID*	*ID*	*ID*	*ID*	*ID*	*2.00E+06*	*NA*	*NA*
Dibenzo(a,h)anthracene	53-70-3	4.4	460	440	4.4 U	4.3 U	18	9.3 U	--	--	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*2,000*	*NA*	*NA*
Fluoranthene	206-44-0	76	6,500	6,400	32	59	430	10	--	--	--	*NA*	*7.30E+05*	*5,500*	*1.00E+09*	*7.40E+08*	*7.40E+08*	*7.40E+08*	*9.30E+09*	*4.60E+07*	*NA*	*NA*
Fluorene	86-73-7	4.1 U	20	22	4.4 U	4.3 U	65	9.3 U	--	--	--	*NA*	*3.90E+05*	*5,300*	*5.80E+08*	*1.30E+08*	*1.30E+08*	*1.30E+08*	*9.30E+09*	*2.70E+07*	*NA*	*4.70E+05*
Indeno(1,2,3-cd)pyrene	193-39-5	31	2,300	2,100	19	18	120	9.3 U	--	--	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*20,000*	*NA*	*NA*
Naphthalene	91-20-3	4.1 U	7.9 U	6.7 U	4.4 U	4.3 U	42	9.3 U	--	--	--	*NA*	*35,000*	*730*	*2.50E+05*	*3.00E+05*	*3.00E+05*	*3.00E+05*	*2.00E+08*	*1.60E+07*	*NA*	*67 (M*)*
Phenanthrene	85-01-8	9.4	510	710	4.4 U	41	1,000	9.3 U	--	--	--	*NA*	*56,000*	*2,100*	*2.80E+06*	*1.60E+05*	*1.60E+05*	*1.60E+05*	*6.70E+06*	*1.60E+06*	*NA*	*1,700*
Pyrene	129-00-0	60	4,600	5,100	29	46	450	9.3 U	--	--	--	*NA*	*4.80E+05*	*ID*	*1.00E+09 (D)*	*6.50E+08*	*6.50E+08*	*6.50E+08*	*6.70E+09*	*2.90E+07*	*NA*	*2.50E+07*
Metals, Total	***CAS Number***																					
Arsenic (B)	7440-38-2	1,800 J	3,500	3,000	2,100	1,200	2,400	1,600	--	--	--	*5,800*	*4,600*	*4,600*	*NLV*	*NLV*	*NLV*	*NLV*	*7.20E+05*	*7,600*	*NA*	*NA*
Barium (B)	7440-39-3	100,000	68,000	58,000	29,000	25,000	**1,800,000**	32,000	--	--	--	*75,000*	*1.30E+06*	*4.40E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*3.30E+08*	*3.70E+07*	*NA*	*NA*
Cadmium (B)	7440-43-9	110 J	91 J	250	250	49 J	1,700	180 U	--	--	--	*1,200*	*6,000*	*3,600 (G,X)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.70E+06*	*5.50E+05*	*NA*	*NA*
Chromium, Total (B, H)	7440-47-3	4,000 J	14,000	12,000	4,400	2,400	**33,000**	5,200	--	--	--	*18,000 (total)*	*30,000*	*3,300*	*NLV*	*NLV*	*NLV*	*NLV*	*2.60E+05*	*2.50E+06*	*NA*	*NA*
Copper (B)	7440-50-8	6,000 J	11,000	25,000	38,000	2,600	3,400	3,100	--	--	--	*32,000*	*5.80E+06*	*75,000 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.00E+07*	*NA*	*NA*
Lead (B)	7439-92-1	340,000	30,000	67,000	**600,000**	23,000	**1,400,000**	19,000	--	--	--	*21,000*	*7.00E+05*	*5.10E+06 (G,X)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.00E+08*	*4.00E+05*	*NA*	*NA*
Mercury (Total) (B)	7439-97-6	14 J	42	56	48	44	23 U	20 U	--	--	--	*130*	*1,700*	*50 (M); 1.2*	*48,000*	*52,000*	*52,000*	*52,000*	*2.00E+07*	*1.60E+05*	*NA*	*22 (M*)*
Selenium (B)	7782-49-2	420 UJ	450 U	410 U	420 U	390 U	440 U	460 U	--	--	--	*410*	*4,000*	*400*	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.60E+06*	*NA*	*NA*
Silver (B)	7440-22-4	420 UJ	450 U	410 U	420 U	390 U	440 U	460 U	--	--	--	*1,000*	*4,500*	*100 (M); 27*	*NLV*	*NLV*	*NLV*	*NLV*	*6.70E+06*	*2.50E+06*	*NA*	*NA*
Zinc (B)	7440-66-6	45,000	77,000	**200,000**	**240,000**	12,000	**2,100,000**	18,000	--	--	--	*47,000*	*2.40E+06*	*1.70E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*1.70E+08*	*NA*	*NA*
Poly- and Perfluoroalkyl Substances (PFAS)	***CAS Number***																					
4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	919005-14-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
4:2 Fluorotelomer sulfonic acid (4:2 FTS)	757124-72-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
6:2 Fluorotelomer sulfonic acid (6:2 FTS)	27619-97-2	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
8:2 Fluorotelomer sulfonic acid (8:2 FTS)	39108-34-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
9-Chlorohexadecafluoro-3-oxanone-1-sulfonic acid (9Cl-PF3ONS)	756426-58-1	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	763051-92-9	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Hexafluoropropylene oxide dimer acid (HFPO-DA)(GenX)	13252-13-6	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
N-Ethyl perfluorooctane sulfonamido acetic acid (N-EtFOSAA)	2991-50-6	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
N-Methyl perfluorooctane sulfonamido acetic acid (N-MeFOSAA)	2355-31-9	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorobutane sulfonic acid (PFBS)	375-73-5	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorobutanoic acid (PFBA)	375-22-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorodecane sulfonic acid (PFDS)	335-77-3	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorodecanoic acid (PFDA)	335-76-2	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorododecanoic acid (PFDoDA)	307-55-1	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluoroheptane sulfonic acid (PFHpS)	375-92-8	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluoroheptanoic acid (PFHpA)	375-85-9	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorohexane sulfonic acid (PFHxS)	355-46-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorohexanoic acid (PFHxA)	307-24-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorononane sulfonic acid (PFNS)	98789-57-2	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorononanoic acid (PFNA)	375-95-1	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorooctane sulfonamide (PFOSA)	754-91-6	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorooctane sulfonic acid (PFOS) (DD)	1763-23-1	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	*NA*	*NA*	*240 (X)*	*NA*	*NA*	*NA*	*NA*	*NA*	*NA*	*NA*	*NA*
Perfluorooctanoic acid (PFOA) (DD)	335-67-1	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	*NA*	*NA*	*1.00E+07 (X)*	*NA*	*NA*	*NA*	*NA*	*NA*	*NA*	*NA*	*TX*
Perfluoropentanoic acid (PFPeA)	2706-90-3	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluoropentane sulfonic acid (PFPeS)	2706-91-4	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorotetradecanoic acid (PFTeDA)	376-06-7	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluorotridecanoic acid (PFTrDA)	72629-94-8	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Perfluoroundecanoic acid (PFUnDA)	2058-94-8	--	--	--	--	--	--	--	1.0 U	1.0 U	1.0 U	--	--	--	--	--	--	--	--	--	--	--
Solids, Total (%)	--	*96.0*	*92.2*	*90.7*	*94.1*	*94.7*	*87.0*	*90.1*	*97.0*	*97.6*	*97.1*	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight.
Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

Data Qualifiers:
J Estimated value
U Not detected above the given limit

Footnotes/Abbreviations:
[1] *Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).*
[2] *EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.*
(D) Calculated criterion exceeds 100 percent; hence it is reduced to 100 percent or 1.00E+09 parts per billion (ppb).
(M*) The VIAP SL may be be ow TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(X) Criterion is not protective for SW used as a drinking water (DW) source.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
SL screening level
TX The Remediation and Redevelopment Division Toxicology Unit has not identified an inhalation toxicity value for the hazardous substance at the date of publication of these values.
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Table 3 - Groundwater Data Summary - Validated
Phase II Environmental Site Assessment
Ottawa County BRA, 106 S. Buchanan St., Spring Lake, Ottawa County, MI
August 2021

Monitoring Location: / *Field Duplicate:* / *Laboratory ID:* / *Collection Date:*		MC-GW-TMW-1 21082408-01 08/26/21	MC-GW-TMW-2 21082408-02 08/26/21	MC-GW-TMW-2 Duplicate 21082408-03 08/26/21	QCEB 21082408-04 08/26/21	QCSBEB 21082408-05 08/26/21	*Residential DWC [1]*	*GSI Criteria [1]*	*Residential Groundwater VIAIC [1]*	*Water Solubility [1]*	*Flammability and Explosivity SL [1]*	*Residential GW-Shallow VIAP SL [2]*	*Residential GW-Not in Contact VIAP SL [2]*
Polynuclear Aromatic Compounds	***CAS Number***												
2-Methylnaphthalene	91-57-6	--	--	--	--	5.0 U	*260*	*19*	*25,000 (S)*	*24,600*	*ID*	*66*	*2,000*
Acenaphthene	83-32-9	--	--	--	--	1.0 U	*1,300*	*38*	*4,200 (S)*	*4,240*	*ID*	*3,900 (S)*	*3,900 (S)*
Acenaphthylene	208-96-8	--	--	--	--	1.0 U	*52*	*ID*	*3,900 (S)*	*3,930*	*ID*	*65*	*65 (CC*)*
Anthracene	120-12-7	--	--	--	--	1.0 U	*43 (S)*	*ID*	*43 (S)*	*43.4*	*ID*	*43 (S)*	*43 (S)*
Benzo(a)anthracene	56-55-3	--	--	--	--	1.0 U	*2.1*	*ID*	*NLV*	*9.4*	*ID*	*9.4 (S,MM)*	*9.4 (S,MM)*
Benzo(a)pyrene	50-32-8	--	--	--	--	1.0 U	*5.0 (A)*	*ID*	*NLV*	*1.62*	*ID*	*NA*	*NA*
Benzo(b)fluoranthene	205-99-2	--	--	--	--	1.0 U	*1.5 (S,AA)*	*ID*	*ID*	*1.5*	*ID*	*NA*	*NA*
Benzo(g,h,i)perylene	191-24-2	--	--	--	--	1.0 U	*1.0 (M); 0.26 (S)*	*ID*	*NLV*	*0.26*	*ID*	*NA*	*NA*
Benzo(k)fluoranthene	207-08-9	--	--	--	--	1.0 U	*1.0 (M); 0.80 (S)*	*NA*	*NLV*	*0.80*	*ID*	*NA*	*NA*
Chrysene	218-01-9	--	--	--	--	1.0 U	*1.6 (S)*	*ID*	*ID*	*1.6*	*ID*	*NA*	*NA*
Dibenzo(a,h)anthracene	53-70-3	--	--	--	--	2.0 U	*2.0 (M); 0.21*	*ID*	*NLV*	*2.49*	*ID*	*NA*	*NA*
Fluoranthene	206-44-0	--	--	--	--	1.0 U	*210 (S)*	*1.6*	*210 (S)*	*206*	*ID*	*NA*	*NA*
Fluorene	86-73-7	--	--	--	--	1.0 U	*880*	*12*	*2,000 (S)*	*1,980*	*ID*	*1,700 (S)*	*1,700 (S)*
Indeno(1,2,3-cd)pyrene	193-39-5	--	--	--	--	2.0 U	*2.0 (M); 0.022 (S)*	*ID*	*NLV*	*0.022*	*ID*	*NA*	*NA*
Naphthalene	91-20-3	--	--	--	--	1.0 U	*520*	*11*	*31,000 (S)*	*31,000*	*NA*	*4.2 (M*)*	*130*
Phenanthrene	85-01-8	--	--	--	--	1.0 U	*52*	*2.0 (M); 1.7*	*1,000 (S)*	*1,000*	*ID*	*9.5*	*290*
Pyrene	129-00-0	--	--	--	--	1.0 U	*140 (S)*	*ID*	*140 (S)*	*135*	*ID*	*140 (S)*	*140 (S)*
Metals, Total	***CAS Number***												
Arsenic (B)	7440-38-2	--	--	--	--	5.0 U	*10 (A)*	*10*	*NLV*	*NA*	*ID*	*NA*	*NA*
Barium (B)	7440-39-3	--	--	--	--	5.0 U	*2,000 (A)*	*674 (G)*	*NLV*	*NA*	*ID*	*NA*	*NA*
Cadmium (B)	7440-43-9	--	--	--	--	1.0 U	*5.0 (A)*	*3.0 (G,X)*	*NLV*	*NA*	*ID*	*NA*	*NA*
Chromium, Total (B, H)	7440-47-3	--	--	--	--	5.0 U	--	--	--	--	--	--	--
Copper (B)	7440-50-8	--	--	--	--	4.0 U	*1,000/1,400 (E)*	*13 (G)*	*NLV*	*NA*	*ID*	*NA*	*NA*
Lead (B)	7439-92-1	--	--	--	--	3.0 U	*4.0 (L)*	*34 (G,X)*	*NLV*	*NA*	*ID*	*NA*	*NA*
Mercury (B)	7439-97-6	--	--	--	--	0.20 U	*2.0 (A)*	*0.0013*	*56 (S)*	*56*	*ID*	*0.088*	*2.5*
Selenium (B)	7782-49-2	--	--	--	--	5.0 U	*50 (A)*	*5.0*	*NLV*	*NA*	*ID*	*NA*	*NA*
Silver (B)	7440-22-4	--	--	--	--	0.84 U	*34*	*0.20 (M); 0.060*	*NLV*	*NA*	*ID*	*NA*	*NA*
Zinc (B)	7440-66-6	--	--	--	--	10 U	*2,400*	*167 (G)*	*NLV*	*NA*	*ID*	*NA*	*NA*
Poly- and Perfluoroalkyl Substances (PFAS)	***CAS Number***												
4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	919005-14-4	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
4:2 Fluorotelomer sulfonic acid (4:2 FTS)	757124-72-4	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
6:2 Fluorotelomer sulfonic acid (6:2 FTS)	27619-97-2	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
8:2 Fluorotelomer sulfonic acid (8:2 FTS)	39108-34-4	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
9-Chlorohexadecafluoro-3-oxanone-1-sulfonic acid (9Cl-PF3ONS)	756426-58-1	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	763051-92-9	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Hexafluoropropylene oxide dimer acid (HFPO-DA)(GenX)	13252-13-6	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	*0.37 (A)*	*NA*	*ID*	*NA*	*NA*	--	--
N-Ethyl perfluorooctane sulfonamido acetic acid (N-EtFOSAA)	2991-50-6	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
N-Methyl perfluorooctane sulfonamido acetic acid (N-MeFOSAA)	2355-31-9	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorobutane sulfonic acid (PFBS)	375-73-5	0.0019 J	0.0021 J	0.0020 J	0.0047 U	0.0048 U	*0.42 (A)*	*NA*	*ID*	*NA*	*NA*	--	--
Perfluorobutanoic acid (PFBA)	375-22-4	0.018	0.0039 J	0.0039 J	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorodecane sulfonic acid (PFDS)	335-77-3	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorodecanoic acid (PFDA)	335-76-2	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorododecanoic acid (PFDoDA)	307-55-1	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluoroheptane sulfonic acid (PFHpS)	375-92-8	0.0015 J	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluoroheptanoic acid (PFHpA)	375-85-9	0.0072	0.0021 J	0.0022 J	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorohexane sulfonic acid (PFHxS)	355-46-4	0.0027 J	0.0080	0.0093	0.0047 U	0.0048 U	*0.051 (A)*	*NA*	*ID*	*NA*	*NA*	--	--
Perfluorohexanoic acid (PFHxA)	307-24-4	0.015	0.0049 U	0.0048 U	0.0015 J	0.0014 J	*400 (A)*	*NA*	*ID*	*NA*	*NA*	--	--
Perfluorononane sulfonic acid (PFNS)	68259-12-1	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorononanoic acid (PFNA)	375-95-1	0.00089 J	0.0049 U	0.0048 U	0.0047 U	0.0048 U	*0.006 (A)*	*NA*	*ID*	*NA*	*NA*	--	--
Perfluorooctane sulfonamide (PFOSA)	754-91-6	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorooctane sulfonic acid (PFOS) (DD)	1763-23-1	0.012	**0.018**	**0.019**	0.0019 U	0.0019 U	*0.016 (A)*	*0.012 (X)*	*NLV*	*3.1*	*NA*	*NA*	*NA*
Perfluorooctanoic acid (PFOA) (DD)	335-67-1	**0.026**	0.0053	0.0053	0.0019 U	0.0019 U	*0.008 (A)*	*12 (X)*	*ID*	*9.5OE+06*	*NA*	*TX*	*TX*
Perfluoropentane sulfonic acid (PFPeS)	2706-91-4	0.0048 U	0.00078 J	0.0013 J	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluoropentanoic acid (PFPeA)	2706-90-3	0.012	0.0049 U	0.0012 J	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorotetradecanoic acid (PFTeDA)	376-06-7	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluorotridecanoic acid (PFTrDA)	72629-94-8	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--
Perfluoroundecanoic acid (PFUnDA)	2058-94-8	0.0048 U	0.0049 U	0.0048 U	0.0047 U	0.0048 U	--	--	--	--	--	--	--

Table 3 - Groundwater Data Summary - Validated
Phase II Environmental Site Assessment
Ottawa County BRA, 106 S. Buchanan St., Spring Lake, Ottawa County, MI
August 2021

Monitoring Location: / *Field Duplicate:* / *Laboratory ID:* / *Collection Date:*		MC-GW-TMW-1 21082408-01 08/26/21	MC-GW-TMW-2 21082408-02 08/26/21	MC-GW-TMW-2 Duplicate 21082408-03 08/26/21	QCEB 21082408-04 08/26/21	QCSBEB 21082408-05 08/26/21	*Residential DWC [1]*	*GSI Criteria [1]*	*Residential Groundwater VIAIC [1]*	*Water Solubility [1]*	*Flammability and Explosivity SL [1]*	*Residential GW-Shallow VIAP SL [2]*	*Residential GW-Not in Contact VIAP SL [2]*
Field Parameters	***CAS Number***												
Dissolved Oxygen (DO) (mg/L)	--	3.8	2.7	--	--	--	*ID*	*(EE)*	*ID*	*NA*	*NA*	--	--
Eh (mV)	--	300	290	--	--	--	--	--	--	--	--	--	--
pH (SU)	--	7.1	7.5	--	--	--	*6.5 to 8.5 (E)*	*6.5 to 9.0*	*ID*	*NA*	*NA*	--	--
Specific Conductance (µmhos/cm)	--	820	850	--	--	--	--	--	--	--	--	--	--
Temperature (°C)	--	17.2	17.7	--	--	--	--	--	--	--	--	--	--
Turbidity (NTU)	--	20	16	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/L.
Bolded values exceed an applicable criterion and/or screening level.

Data Qualifiers:
J Estimated value
U Not detected above the given limit

Footnotes/Abbreviations:
[1] Part 201 Groundwater Generic Cleanup Criteria and Screening Levels, December 21, 2020.
[2] EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.
(A) Criterion is the state of Michigan drinking water (DW) standard.
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(E) Aesthetic drinking water (DW) value. Notice of aesthetic impact may be employed as an institutional control if concentration exceeds the aesthetic DWC but not the health-based DW value (second value, if provided).
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total Chromium only; compare to hexavalent Chromium criteria. If both trivalent Chromium and hexavalent Chromium are present, the total concentration of both cannot exceed the DW criterion of 100 µg/L.
(L) Concentrations up to the State action level of 15 µg/L may still allow for DW use if soil concentrations are below 400 mg/Kg.
(M) Calculated criterion is below the analytical target detection limit (TDL), therefore, the criterion defaults to the TDL (first value is criterion, second value is the risk based or solubility value).
(M*) The VIAP SL may be below target detection limits (TDL). In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(S) Criterion defaults to the hazardous substance-specific water solubility limit.
(X) Criterion is not protective for SW used as a DW source.
(AA) Use 10,000 µg/L where GW enters a structure through the use of a water well, sump or other device. Use 28,000 µg/L for all other uses.
(CC*) Insufficient chemical-physical input parameters have been identified to allow the development of a VIAP SL using standard equations. The VIAP SL for GW is developed based solely on the approach that the department uses for shallow GW. If GW detections are present, soil vapor may be the most appropriate media to evaluate risk.
(EE) Cold receiving waters ≥7,000 µg/L; Warm receiving waters ≥5,000 µg/L; Since a low level of DO can be harmful to aquatic life, the criterion represents a minimum level that on-site samples must exceed. Criteria are not applicable if GW Carbonaceous Biochemical Oxygen Demand (CBOD) is less than 10,000 µg/L and GW ammonia concentration is less than 2,000 µg/L.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
DWC drinking water criterion
GSI groundwater surface water interface
ID Insufficient data to develop criterion.
NA not available
NLV Not likely to volatilize under most conditions.
SL screening level
TX The Remediation and Redevelopment Division Toxicology Unit has not identified an inhalation toxicity value for the hazardous substance at the date of publication of these values.
VIAIC volatilization to indoor air inhalation criteria
VIAP volatilization to indoor air pathway

Action Request

Electronic Submission – Contract # 2351

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 7/2/2024

Vendor/3rd Party: WEATHERPROOFING TECHNOLOGIES, INC.

Requesting Department: FACILITIES MAINTENANCE

Submitted By: CAMERON BRICKER

Agenda Item: ROOFTOP REPAIR AND SAFETY CONTRACT

Suggested Motion:

To approve and forward to the Board of Commissioners a contract for roof repair and installation of safety features at 3 County buildings for a total of $131,999.10.

Summary of Request:

This contract includes the following: (1) Fulton St (CMH) parking lot guard rail installation ($10,353.59), (2) DHHS James St roof railing and safety ladder (46,733.23), (3) Administration roof repair and safety grates on the skylights ($74,912.28).

Financial Information:

Total Cost: $131,999.10	General Fund Cost: $131,999.10	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: *6/27/2024 1:34:55 PM*

Committee/Governing/Advisory Board Approval Date: 7/2/2024

Ottawa County

OTTAWA COUNTY
CONTRACT FOR ROOFING REPAIR AND SAFETY SERVICES

This CONTRACT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County'') acting by and through its duly elected Board of Commissioners, (hereinafter the ''Board"), and Weatherproofing Technologies Inc (hereinafter, “Contractor”), with a principal place of business at 3735 Green Rd, Beachwood, OH 44122.

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 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 County 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. Indemnification: Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Contractor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.

17. Insurance: Contractor agrees to provide proof of the following insurance coverages, as more fully set forth in Exhibit B, entitled Vendor Insurance Requirements: Workers' Compensation; Employers' Liability; Commercial General Liability; Umbrella/Excess Liability; and, if applicable, Automobile, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least $1,000,000 per occurrence or claim and $2,000,000 aggregate. These coverages shall protect the Contractor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided.

18. 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: Weatherproofing Technologies Inc
Attn: Trent Brisboe
3735 Green Rd
Beachwood, OH 44122
Email: tbrisboe@tremcoinc.com

If to Ottawa County: Ottawa County Facilities Maintenance
Attn: Abby Moser
12220 Fillmore St.
West Olive, MI 49460
Email: amoser@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

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

WEATHERPROOFING TECHNOLOGIES INC

By: Krista Gnatt/ss 5-28-2024

Signature

Date

Krista Gnatt

Printed Name

President

Title

Exhibit A

PROPOSAL PREPARED FOR:

County of Ottawa Safety Proposal

Fulton St Bldg., DHHS Bldg., & Admin Bldg.

Prepared For:

Ms. Abby Moser

Prepared By:

Trent Brisboe

WEATHERPROOFING TECHNOLOGIES, INC.
3735 Green Road, Beachwood, OH 44122
| 800.852.6013 | tremcoroofing.com

May 15, 2024

Ms. Abby Moser
County of Ottawa
12220 Fillmore St.
West Olive, MI 49460

Dear Ms. Moser:

Weatherproofing Technologies, Inc. is pleased to present our proposal for the rooftop repair project for the County of Ottawa. The scopes of work and the associated Line-Item Proposals are based upon the OMNIA contract in the state of Michigan.

Project Description
Ottawa County Fulton St. Bldg.
Parking Lot Guardrail Install

1) Proper safety measures will be set up and used while in the work area for the duration of the project.
2) On the north side of the parking lot where CS Erickson's parking lot meets WTI will install a new 75-foot Fibergrate safety railing system in the parking lot.
3) Prior to demobilizing, the contractor will clean up any debris from the area.

Project Description
Ottawa County DHHS Bldg.
Railing & Two Ladder Install

1) Proper safety measures will be set up and used while in the work area for the duration of the project.
2) Subcontractor C&I will install new safety equipment across the building:
    a) On the north roof installation of 10 feet of Fibergrate safety railing system along the west edge.
    b) On the north roof installation of 20 feet of Fibergrate safety railing system along the north edge with an auto swing gate.
    c) Install a 175-inch (~14 foot 7 inches) ladder in line with the auto swing gate mounting the ladder into the structural blocking behind the brick façade.
    d) Install a 2nd ladder mounting it to the brick exterior and steel I-beam through the existing EIFS exterior. The ladder will include a walk-through kit, locking door, and auto swing gate. Additionally, 10' of railing will be installed on each side of the ladder.
3) Prior to demobilizing, the contractor will clean up any debris from the area.

Project Description
Ottawa County Admin Bldg.
Roof Repair and Safety Install

WEATHERPROOFING TECHNOLOGIES, INC.
3735 Green Road, Beachwood, OH 44122
| 800.852.6013 | tremcoroofing.com

1) Proper safety measures will be set up and used while in the work area for the duration of the project.
2) WTI will cut, relax, and repair approximately 200 square feet of tented/loose wall flashing at the base of the large skylight at the entryway.
3) Technicians will walk the entire roof inspecting for membrane holes (6 identified during roof walk) and roof/drain deficiencies.
    a) All deficiencies will be addressed when identified, findings and actions will be reported.
4) WTI will install new safety equipment across the building as directed:
    a) Two new Fibergrate safety gates will be installed at two roof hatches.
    b) Six safety cages will be installed at 6 skylights in total.
    c) A 50-foot Fibergrate safety railing system along the U-shaped open area.
5) Prior to demobilizing, the contractor will clean up any debris from the area.

(Pricing is inclusive of all equipment needed to complete the project)

PROJECT INVESTMENT:

County of Ottawa	Project Investment
Fulton St. Bldg. Parking Lot Guardrail Safety Install (Includes material & Labor)	$10,353.59
DHHS Bldg. Railing & Ladder Safety Install (Includes material & Labor)	$46,733.23
Admin Bldg. Roof Repair and Safety Install (Includes material & Labor)	$74,912.28
Total Project Investment	$131,999.10

The above scope of work was prepared based on the following roof areas:

Please note:

- This price is valid for 60 days. After this time, project conditions are subject to reassessment.
- Due to industry wide shortages, we are currently experiencing longer than usual lead times on polyisocyanurate, fasteners & any products that contain fiberglass. This may result in a delayed project start and completion date.
- This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

WEATHERPROOFING TECHNOLOGIES, INC.
3735 Green Road, Beachwood, OH 44122
| 800.852.6013 | tremcoroofing.com

Please feel free to contact me if you have any questions.

Respectfully Submitted,

Trent Brisboe
Trent Brisboe
Tremco Field Advisor
(269) 953-3180
TBrisboe@tremcoinc.com

OMNIA PARTNERS

TREMCO ROOFING & BUILDING MAINTENANCE

WEATHERPROOFING TECHNOLOGIES, INC.
CPN CONTRACT # R230404-319378

Effective Date: 11/01/2023

CONFIDENTIAL

Name	**OTTAWA COUNTY**
Description	**FULTON STREET RAILING**
Quote #	**5061458**
Date	**4.2.24**

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
VA211	Installer	Hour	$ 172.14	16	$ 2,754.24
VA208	Building/Construction Manager	Hour	$ 201.26	8	$ 1,610.08
VA123	Multiplier - Construction Distributor Material for Repair Work	Multiplier	1.15	$ 4,722.80	$ 5,431.22
FREIGHT PREPAID & ADD:					$ 558.05
			TOTAL PROJECT COST		**$ 10,353.59**

*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #R230404.

OMNIA PARTNERS

TREMCO ROOFING & BUILDING MAINTENANCE

WEATHERPROOFING TECHNOLOGIES, INC.
CPN CONTRACT # R230404-319377

Effective Date: 11/01/2023

CONFIDENTIAL

Name	**OTTAWA COUNTY**
Description	**DHHS ROOFTOP SAFETY**
Quote #	**5061507**
Date	**4.5.24, 5.13.24**

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
FG5001020	FG ROUND TUBE VEFR 1.9" x 0.2" GRAY	EA	$ 274.00	3	$ 822.00
FG5041002	FG SLIMLINE POST ASSEMBLY GRAY	EA	$ 1,149.00	9	$ 10,341.00
FG5041202	FG F POST ASSEMBLY GRAY	EA	$ 964.00	6	$ 5,784.00
FG5045012	FG RETURN ASSEMBLY GRAY	EA	$ 62.00	6	$ 372.00
FG504701	FG RAIL SPLICE ASSEMBLY	EA	$ 63.00	5	$ 315.00
FG505302.1	FG 30" SAFETY GATE GRAY KIT	EA	$ 622.00	1	$ 622.00
FG447716.1	FG 16' LADDER & WALL MOUNT VEFR GRYUVCTG	EA	$ 1,678.00	1	$ 1,678.00
FG448400	FG BOTTOM WALL MOUNT KIT ISOFR DKGRY	EA	$ 158.00	3	$ 474.00
FG448902	FG 24" WALK-THRU KIT 3'-6" HIGH VEFR GRY	EA	$ 446.00	1	$ 446.00
FG4445160	FG 16' LADDER VEFR YLW W/UV COATING	EA	$ 1,212.00	1	$ 1,212.00
FG448700	FG FLOOR MOUNT KIT ISOFR DKGRY	EA	$ 56.00	1	$ 56.00
FG505360.1	FG 36" SAFETY GATE YELLOW KIT	EA	$ 622.00	1	$ 622.00
FG5041010	FG A POST ASSEMBLY YELLOW	EA	$ 1,025.00	4	$ 4,100.00
FG5001010	FG ROUND TUBE VEFR 1.9"x0.2" YLW	EA	$ 274.00	2	$ 548.00
FG448901.1	FG 24" WALK-THRU KIT 3'-6" HIGH VEFR YLW	EA	$ 446.00	1	$ 446.00
FG5045010	FG RETURN ASSEMBLY YELLOW	EA	$ 62.00	4	$ 248.00
FG5042010	FG B POST ASSEMBLY YELLOW	EA	$ 761.00	4	$ 3,044.00
FGCUSTOM	FG CUSTOM EXTENDED WALL MOUNT KIT	EA	$ 296.00	1	$ 296.00
FGCUSTOM	FG CUSTOM P/N 4489600	EA	$ 615.00	1	$ 615.00
48a	Additional and occasional services Roofing supplies Discount off Retail Price List **(NON-DISCOUNTABLE)**	%	13.3%		
56	Labor Rate for Roofer	Hour	$ 159.40	48	$ 7,651.20
48d	Multiplier/factor to be applied to the R.S. Means costs.	%	93.0%	$ 3,615.98	$ 3,362.86
FREIGHT PREPAID & ADD:					$ 3,491.98
57b	Performance and payment bond - bonding rate (percent of project)	%	0.40%	$46,547.04	$ 186.19
				TOTAL PROJECT COST	**$ 46,733.23**

*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #R230404.

OMNIA PARTNERS

TREMCO ROOFING & BUILDING MAINTENANCE

WEATHERPROOFING TECHNOLOGIES, INC.
CPN CONTRACT # R230404-319376

Effective Date: 11/01/2023

CONFIDENTIAL

Name	**OTTAWA COUNTY**
Description	**ADMIN BUILDING SKYLIGHTS**
Quote #	**5061504**
Date	**4.10.24**

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
BW501046	SKYLIGHT GUARD SQ 49.50" X 49.50" X 11"	EA	$ 676.00	4	$ 2,704.00
FG5001020	FG ROUND TUBE VEFR 1.9" x 0.2" GRAY	EA	$ 274.00	13	$ 3,562.00
FG5041002	FG SLIMLINE POST ASSEMBLY GRAY	EA	$ 1,149.00	31	$ 35,619.00
FG5041202	FG F POST ASSEMBLY GRAY	EA	$ 964.00	2	$ 1,928.00
FG5045012	FG RETURN ASSEMBLY GRAY	EA	$ 62.00	2	$ 124.00
FG504701	FG RAIL SPLICE ASSEMBLY	EA	$ 63.00	7	$ 441.00
FG504801	FG 90 DEG. SPLICE ASSEMBLY	EA	$ 60.00	10	$ 600.00
FG5041212	FG HATCH GUARD 30-36"X30-54"/GATE GRYFRP	EA	$ 3,184.00	2	$ 6,368.00
48a	Additional and occasional services Roofing supplies Discount off Retail Price List **(NON-DISCOUNTABLE)**	%	13.3%		
0690911EU06	EPDM SEMI-CURED COVER TAPE 6"X100' 2/CS	CS	$ 1,019.59	1	$ 1,019.59
876454 309	TREMSEAL PRO BLACK - 30 CTG/CS	CS	$ 405.76	2	$ 811.51
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	%	13.3%		
56	Labor Rate for Roofer	Hour	$ 159.40	64	$ 10,201.60
VA123	Multiplier - Construction Distributor Material for Repair Work	Multiplier	1.15	$ 5,958.18	$ 6,851.91
FREIGHT PREPAID & ADD:					$ 4,681.67
				TOTAL PROJECT COST	**$ 74,912.28**

*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #R230404.

County of Ottawa

Fiscal Service-Purchasing

Exhibit B

12220 Fillmore Street• Room 331 • West Olive, MI, 49460

(616) 738-4844
Fax (616) 738-4897

VENDOR INSURANCE REQUIREMENTS/ REQUEST

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY	
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion.
The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE (if applicable)	
Residual Liability Limit	$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

PROFESSIONAL LIABILITY (if applicable)	
Limit of Liability	$2,500,000 Aggregate Limit

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	
Workers' Compensation Limits	Michigan Statutory
Employers' Liability Limits	$500,000 Each Accident
	$500,000 Each Employee
	$500,000 Aggregate Injury by Disease

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

Additional Insured Endorsement to the Commercial General Liability policy **must accompany the certificate,** OR the **certificate must state** that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897

Region 4 Education Service Center (ESC)

Contract # R230404

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

with

Weatherproofing Technologies Inc.

Effective: November 1,2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies Inc effective November 1, 2023:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Weatherproofing Technologies Inc.
Address	3735 Green Rd.
City/State/Zip	Beachwood, OH 44122
Telephone No.	(216) 292-5064
Email Address	JKMilliken@tremcoinc.com
Printed Name	JK Milliken
Title	President
Authorized signature	JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. R230404

Initial Contract Term 11/1/2023 to 10/31/2026

Carmen T Moreno
Region 4 ESC Authorized Board Member

10/24/2023
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

ROOFING PRODUCTS, SERVICES AND JOB-ORDER SERVICES PROPOSAL

POINT OF CONTACT

Weatherproofing Technologies, Inc.

Craig Nelson
VP WTI GC Strategy

216-496-0209
cnelson@wtiservices.com

SUBMITTED TO

OMNIA PARTNERS
REGION 4 EDUCATION SERVICE CENTER
for Roofing Products, Services and JOC Services

Solicitation Number 23-04

JUNE 27, 2023

This proposal includes data that shall not be disclosed outside OMNIA and their members and shall not be duplicated, used, or disclosed - in whole or in part - for any purposes other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the (customer) shall have the right to duplicate, use, or disclose that data to the extent provided in the resulting contract. This restriction does not limit the (customer's) right to use information contained in this data if it is obtained from another source without restriction. This data is also confidential information and trade secrets subject to 5 U.S.C. sec. 552(b)(4) and 18 U.S.C. sec. 1905.

TREMCO
Construction Products Group

wti

WTI is part of Tremco Construction Products Group

COVER LETTER

6/23/2023

RE: Solicitation No. 23-04—Region 4 Education Service Center for Roofing Products, Services, and JOC Services

Weatherproofing Technologies Inc. ("WTI") and its affiliate Tremco CPG, Inc. (Tremco) are pleased to present our Region 4 ESC RFP Response. Our comprehensive response represents our approach and demonstrated success in providing the types of services requested in the RFP. We believe as evidenced from our many years of working under Region 4 ESC, OMNIA Partners contacts it is very clear we can provide the services and products required by OMNIA members. Managing facilities can be complex. Procuring comprehensive and cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. OMNIA members want and need to procure high-quality, cost-effective, and comprehensive building envelope solutions without sacrificing transparency, which WTI can provide under the contract.

WTI brings 62 years of experience in delivering superior solutions to both basic and complicated exterior building, roofing, fall protection, parking garage, waterproofing, indoor air quality, HVAC restoration, paving, and flooring projects. While our affiliate company, Tremco, has been providing roofing and building envelope materials and services for more than 95 years.

Coupled with an extensive Tremco CPG portfolio, WTI and Tremco is the industry leader in providing roofing and building enclosure solutions. The Tremco portfolio includes Tremco Roofing and Building Maintenance, WTI, Tremco Commercial Sealants & Waterproofing, Dryvit Systems (insulated exterior finish system), Nudura (insulated concrete wall system), Prebuck LLC, (pre-engineered wall system), and Willseal (durable expansion joint systems). In tandem with WTI's full-service design build GC capabilities, these manufacturing resources, along with WTI Pure Air (HVAC analysis and restoration, disinfecting and sanitizing services), CanAm (building envelope sealing) and sister company, Stonhard (sustainable and high performance flooring) give OMNIA members a unique, single point of contact for all their building envelope, flooring and paving needs. In addition, WTI's National Cooperative Contractor Network provides OMNIA members with another way to compliantly procure solutions through a network of highly qualified, local, best-in-class pre-qualified contractors.

WTI, Tremco and our In-Network Contractors have provided cost-effective solutions to increase performance while reducing costs for numerous public agencies, many of which are OMNIA members, across North America, both large and small. This has resulted in many long term partnerships. This continues to be our goal and has been demonstrated through our long history with successfully performing on Region 4 ESC contracts since 2004.

In an effort to continue to provide the best value to OMNIA's membership, we have increased our material only discount, lowered our RS Means coefficient, and added additional value add line items to further enhance contract usability by OMNIA members nationwide. As part of our bid submission, we have provided bid bonds for the State of Texas and the State of Michigan in hard copy. The State of Texas bond is per the RFP requirements. The State of Michigan bond is provided to meet Michigan's bidding requirements.

Please feel free to contact us with any questions or comments. Thank you for consideration of our proposal submission.

Sincerely,

Craig A. Nelson
VP WTI GC Strategy
Weatherproofing Technologies Inc. and Tremco
216-496-0209 cnelson@wtiservices.com

The following web-links are provided to take you to valuable and helpful information and resources about our products and services, in depth information about our company where you can learn about our corporate governance and philosophy, as well as useful resources that can help you begin the process of restoring your buildings before your projects begin. We believe that the more our customers and project partners understand about our process, products, and services the more successful a project will be.

The images on the right are interactive hyperlinks, simply hover over the image and click. This will take you to our website so you can quickly find the information you need when you need it.

PRODUCT CATALOGUE SHEETS

Tremco Construction Products Group (CPG) has made 1000s of product sheets available for our customers. To make it easier for our customers to find information on specific products we have conveniently made them available on-line through our website.

COMPANY GOVERNANCE—THE VALUE OF 168 ONLINE

The Value of 168 is the corporate philosophy set forth by the company's founder Frank C. Sullivan. It is a unique form of corporate governance that signifies RPM's, WTI's parent company, enduring commitment to conduct business by doing the right things, the right way for the right reasons—on behalf of its associates, customers and shareholders.

WARRANTY INFORMATION—THE POWER OF ONE

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building. Additional information on our Warranty program.

QUALITY CONTROL—ISO 9001:2015

Both Tremco CPG Inc. and WTI (Weatherproofing Technologies, Inc.) are ISO 9001:2015 certified organizations. This is the highest level of quality certification that can be achieved in this class. Press the hyperlink to learn more and get a copy of our certifications.

ISO
9001:2015

TREMCO QUALITY CONTROL CUSTOMER SATISFACTION PROGRAM

Tremco partnered with ASU to implement a quality control program that assists Tremco to better serve our customers by tracking and documenting the performance information of all the warranted projects. To learn more about the program and see our ***ASU Performance Summary*** press the hyperlink.

BUILDING SCIENCE LIBRARY

Open to the construction and design industry, our Building Science Laboratory in Cleveland, Ohio conducts full wall assembly testing for air and moisture infiltration, thermal conductivity, as well as building material compatibility. With safety and sustainability in mind, we push the limits of building envelope testing beyond industry standards to help ensure buildings withstand real-world environmental conditions.

BUILDING DESIGN VISUALIZER

Customize the look of your building or parking garage and explore the products to bring it to life with our on-line building design app. You can choose a preloaded scene or upload your own. Create an account to save and access previous projects.

OFF-SITE CONSTRUCTION

Build better buildings, faster with off-site construction. Tremco CPG offers a complete line of products for your building envelope. Don't Waste Time Sourcing Materials from Multiple Manufacturers. We have everything you need to construct a proven building envelope in a factory setting.

RESTORATION GUIDES FOR COMMON BUILDING EXTERIOR ISSUES

The web-link will take you to our library of guides that help you identify and resolve typical building issues. All our guides are downloadable for easy reference.

NEED TO FIND A REP

To find reps for your next project we offer a on-line find-your-rep app. Once you're on our site, just click on the state you would like to find a rep. Each name is interactive—providing you with contact information and their location.

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Weatherproofing Technologies, Inc.

Contact Person J.K. Milliken, President

Signature JK Milliken/ss

Date June 22, 2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A) **8**

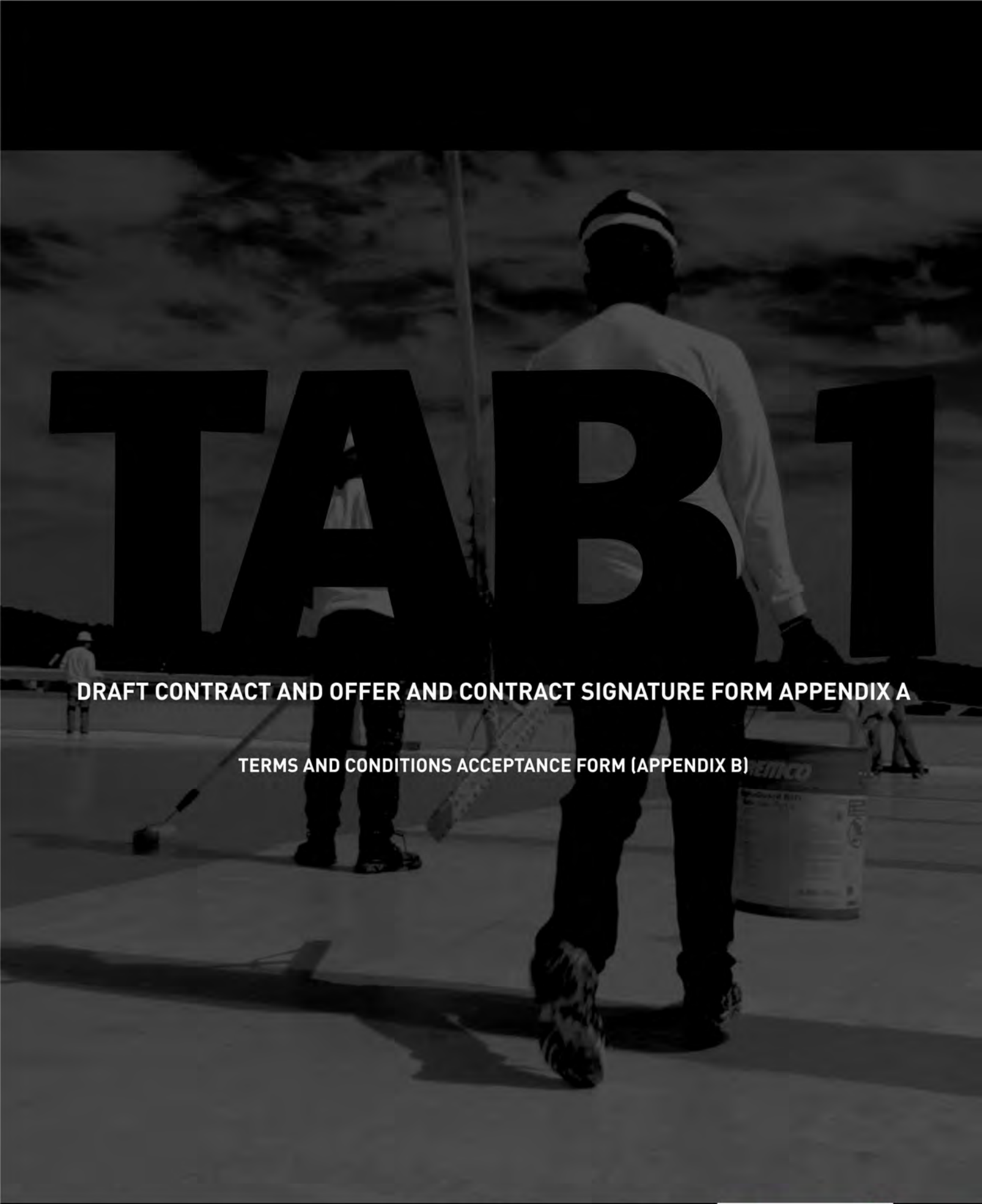
TAB 2 PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS (Includes answers to section 2. a) **17**

TAB 3 PERFORMANCE CAPABILITY (Includes answers to section 2. b) **22**

TAB 4 QUALIFICATIONS AND EXPERIENCE (Includes answers to section 2. c) **137**

TAB 5 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C) (Includes answers to section 2. d) **166**

TAB 6 VALUE ADDED SERVICES **173**



TAB 1

DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM APPENDIX A

TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

Page

Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having

Page

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

Page

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

Page

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

Page

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Page

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Weatherproofing Technologies Inc.

Address: 3735 Green Rd.

City/State/Zip: Beachwood, OH 44122

Telephone No.: (216) 292-5064

Email Address: JKMilliken@tremcoinc.com

Printed Name: JK Milliken

Title: President

Authorized signature: JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

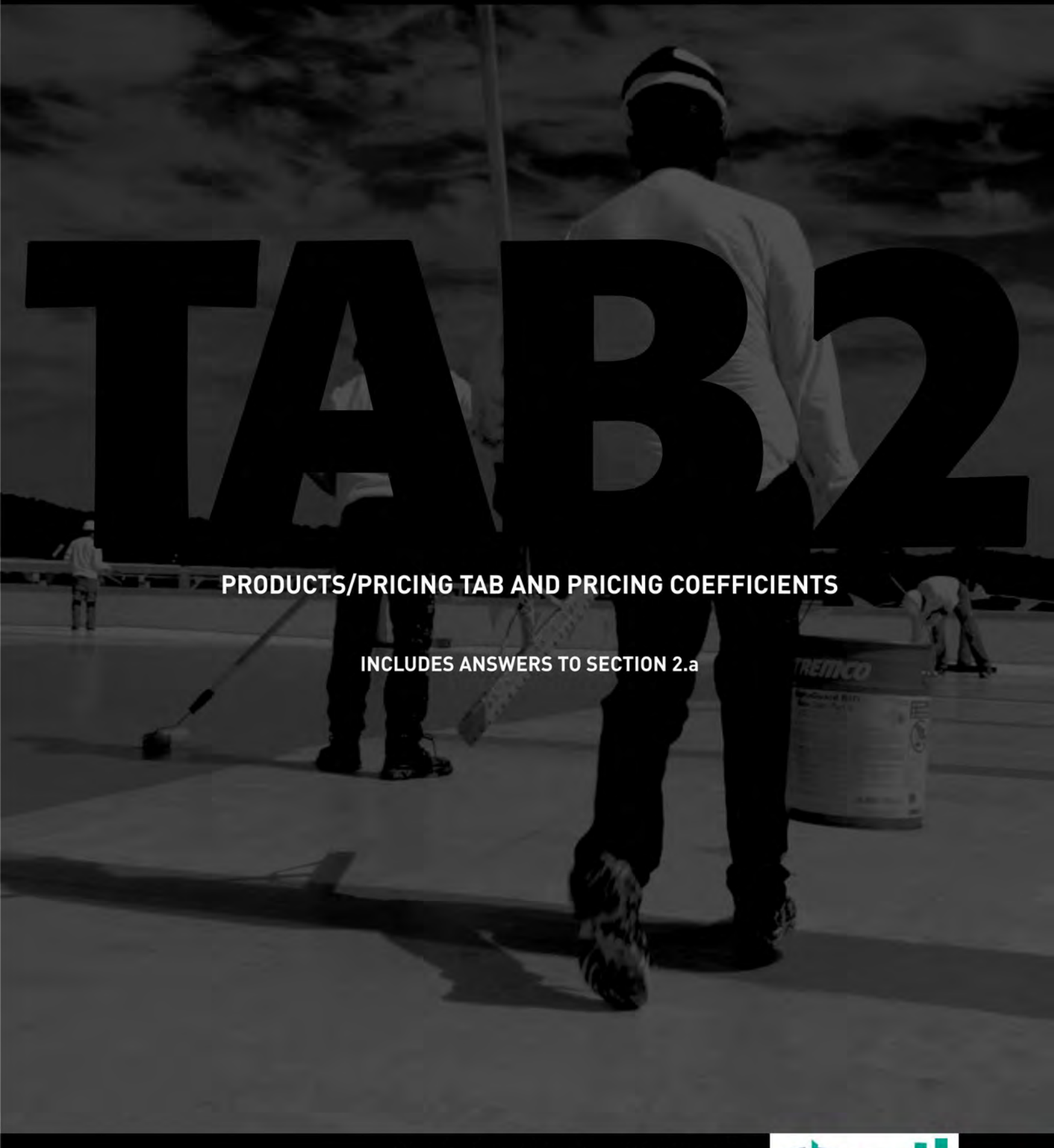
(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below, **along with an electronic copy to the email addresses listed below.** WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted



TAB 2

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

INCLUDES ANSWERS TO SECTION 2.a

i. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.

WTI is offering our full line of products and services under this contract. Tremco's current price book is offered with a [redacted] discount. This [redacted] discount will remain firm throughout an awarded contract. However, depending on market conditions as we have seen over the last several years with unexpected supply chain and labor issues, this pricing may need to be adjusted periodically. Any change in pricing will be supported by economic price adjustment justification. WTI is also offering full turnkey solutions with pricing provided in the line-item pricing format along with additional value-added line items and individual state coefficients. In addition, pricing will be supplemented by the most current on line RS Means Construction Cost Data utilizing the coefficient for each state. The proposed coefficients will remain the same for the first 12 months of the contract.

WTI is proposing for all states a discount coefficient for standard hours of [redacted] and for non-standard hours a positive coefficient of [redacted]. The markup percentage on non-pre-priced items is [redacted].

ii. Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.

WTI has completed the line-item pricing and provided a coefficient for each state beginning on the following pages. The proposed coefficients will remain the same for the first 12 months of the contract.

Full copies of the following pricing is available to OMNIA Members upon request.

- Line-item Pricing, including Value-Add Line Items and State Multipliers
- Coefficients with the RS Means Construction Cost Index Catalog for all deliverables and in all markets
- Tremco Material Price Book

TREMCO™

Roofing & Building Maintenance

U.S. Roofing

OMNIA Price List

Dated: November 1, 2023

Discount Information

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period**
Tremco	All Tremco Materials * Excluding Materials listed below			
	Metal *			
	Insulation *			
	Fastener*			
	Vegetative Roofing *			
	Specialty Aggregate *			
	Safety Systems *			

** Additional warranties over 20 years available

http://tremcoroofing.com/products/product-technical-documents/

Tremco Incorporated - All Rights Reserved

iii. Is pricing available for all products and services?

Yes. Tremco's material price book, the completed line-item pricing and the ability to use RS Means will be used to produce pricing for all roofing, building envelope and JOC projects.

iv. Provide pricing for warranties on all products and services.

Projects performed under the contract, will all receive WTI's standard two-year installation/labor warranty, exceeding the minimum standard one-year labor warranty, with the exception of Stonhard projects which will receive the standard one-year warranty. Standard warranties are included in the cost for each project. In addition, we offer a wide range of additional warranties, samples of which are included in Tab 6—Value Add. Pricing for any additional or optional warranties will be on based on the products and services selected for each specific project and will be provided upon request utilizing the RS Means Construction Cost Data.

v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large projects, single ship to location, growth, annual spend, guaranteed quantity, etc.

WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

vi. Describe how customers verify they are receiving Contract pricing.

All pricing will be based upon the design and complexity of the individual project scope. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members.

WTI will utilize product pricing and line item pricing approved and in effect under the contract at the time of proposal creation. The customer can verify this directly with WTI or contact OMNIA for verification. RS Means pricing will utilize the most recent online version of RS Means Construction Cost Data (including any city cost index adjustments) utilizing the coefficients submitted with this response. All RS Means proposals or line-item proposal containing RS Means, will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work.

vii. Describe payment methods offered.

The method of payments that WTI accepts are credit cards, ACH, or check.

viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

[redacted]

Our [redacted] discount on material only orders will remain constant throughout the term of the contract.

ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

All new product introductions will align with Tremco's pricing policies and will match the discount structure as submitted herein. In addition, WTI will also use the current online RS Means Construction Cost Data if necessary to price new products and service offerings. In the rare event that a product is not covered by RS Means, source pricing will be requested from the vendor and the non-pre-priced item mark-up will be applied.

x. Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.

WTI's full Quality Control Management Program is available to OMNIA members upon request.

wti

Quality Management/ Control Program

This document includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this response. Copyright © 2020 Weatherproofing Technologies, Inc.

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xi. Provide any additional information relevant to this section.

Special Offers/Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

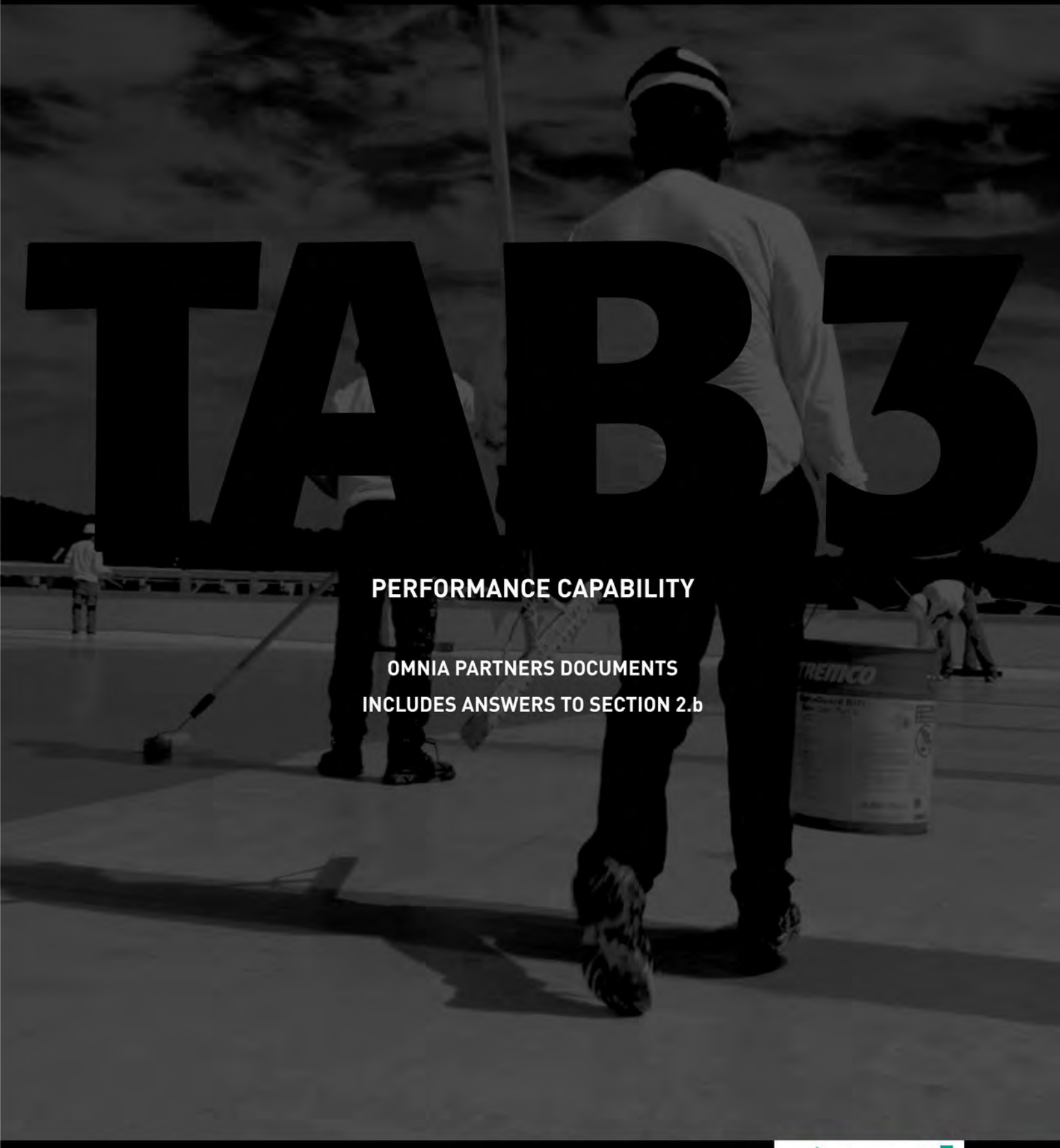
WTI will offer special offers/promotions if available.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WTI confirms that our pricing is submitted as not to exceed pricing. The pricing submitted is the guaranteed maximum pricing. Given the many variances and unique conditions presented on each project, WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

Federal Funding Pricing. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

WTI has extensive experience performing on federally funded projects while complying with federal requirements, including FEMA Special Conditions. Our proposed pricing does not include cost plus, a percentage of cost, or pricing based on time and materials for federally funded projects. All pricing is based on the pricing submitted under this contract as well as RS Means Construction Cost Data.



TAB 3

PERFORMANCE CAPABILITY

OMNIA PARTNERS DOCUMENTS

INCLUDES ANSWERS TO SECTION 2.b

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

WTI's detailed response to question i. is outlined throughout this section. Regarding volume tracking and reporting, WTI currently tracks all OMNIA projects per contract and will continue to do so in the same manner if awarded a new contract. WTI will provide OMNIA with a separate electronic accounting report for this contract monthly in the format prescribed by OMNIA in the "Contract Sales Report" by the 10th of the following month.

APPENDIX D, EXHIBIT A, SECTION 3.1

A. Brief history and description of Supplier to include experience providing similar products and services.

NEARLY A CENTURY OF SERVICE

Weatherproofing Technologies, Inc. (WTI), established in 1962, along with its affiliated company, Tremco, established in 1928, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope services and products, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group has annual sales of over [redacted] owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International, a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets. RPM, founded in 1947, owns over two dozen operating companies manufacturing popular brand products such as Rust-Oleum®, Carboline®, DAP®, Dryvit®, and Zinsser®. RPM International maintains more than 11,000 employees worldwide, generating over $7 billion in annual sales.

PERFORMANCE CAPABILITY

WTI and Tremco represents one of the largest organizations in the building envelope industry with nearly [redacted] field advisors, [redacted] technical personnel, and more than [redacted] certified subcontractors. Domestically, these resources combine to provide industry leading products and services to customers throughout the United States and Canada. WTI and Tremco personnel are amongst the most highly trained and experienced in the nation.

ISO 9001:2015 & 14001:2015 CERTIFIED

WTI, along with its affiliated company Tremco, is ISO 9001:2015 and 14001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers.

Specific and Relevant Experience Overview

WTI has an outstanding history of performing on cooperative contracts and JOC projects. We understand the intricacies of managing multiple, simultaneous projects as evidenced by our typical schedule of performing up to [redacted] projects concurrently throughout the United States. In the past five years alone, we have managed anywhere from [redacted] to [redacted] subcontractors throughout the performance of simultaneous projects on many JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end-users.

To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract. We have the knowledge, technical expertise, and personnel necessary to complete simultaneous projects throughout the United States.

Additionally, we offer relevant experience and extensive knowledge on Region 4 ESC contracts, benefiting OMNIA members with competitive pricing, reduced response times, familiarity with local building codes and regulations,

and familiarity with many current OMNIA members. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties, and other government entities anywhere in the U.S.

WTI's resources ensure that OMNIA members have the flexibility to select the services that meet their project needs with the assurance that all our products and services are of highest quality and competitively priced. OMNIA members can also be assured, since Tremco is the manufacturer we have the ability to meet OMNIA members required project deadlines. Our experience and resources allow us to be very adept at working around and through any supply chain issues that may crop up through the course of the contract.

WTI has a unique familiarity working with Region 4 ESC that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed ten contracts for Region 4 ESC. We will capitalize on our experience, resources, and relationships to provide Region 4 ESC and OMNIA members with the same superior level of products and services expected from WTI during the past 18 years.

WTI has a long history of work experience with local architects and engineers who have experience working with participating public agencies, and also understand the expectations and deliverables required of this type of contract. We will always encourage and work with our customers and their existing vendors whenever possible to help continue and grow those local relationships.

Throughout the past 18 years, we have performed a significant amount of work, more than $369 million from 2017-2023 alone, on over 800 projects for Region 4 ESC while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible products and services to meet or exceed our clients' expectations.

B. Total number and location of salespersons employed by Supplier.

WTI, along with our affiliate company, Tremco, has more than 700 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and provide services nationwide to meet the needs of our customer base.

C. Number and location of support centers (if applicable) and location of corporate office.

WTI has sales personnel and offices located throughout the nation capable of supporting this contract. The location and key contacts for each of these offices are provided below. Additionally, WTI's centrally-located headquarters in Beachwood, Ohio will support this contract along with site offices located nationwide.

Corporate Office

Beachwood, OH 216-766-5623 jkrivos@tremcoinc.com

Eastern Division Office

Flemington, NJ 800-628-7501 kperez@tremcoinc.com

Western Division Office

Vernon, CA 908-619-7891 kperez@treomcoinc.com

D. Annual sales for the three previous fiscal years.

2021	[redacted]
2022	
2023	

a. Submit FEIN and Dunn & Bradstreet report.

340930570

A full copy of WTI's Dunn & Bradsheet report is available to OMNIA members upon request.

E. Describe any green or environmental initiatives or policies.

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

Our parent company, RPM, as a global company has set the standard for our commitment to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability commitment springs from our core values and is comprised of a inward focus on our internal footprint and an outward look on our handprint—the actual impact of our products, services, and processes have on our environment.

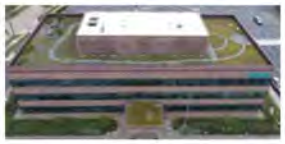
WTI and Tremco is very proud of our many products, services, and processes that drive sustainability for our customers by helping them to reduce their environmental impact. As we look to shape the future responsibly, we are always integrating new concepts, rethinking business models, and collaborating with leading edge partners to continually improve our products and services.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.

Tremco CPG Corporate Headquarters Case Study



PRESS THE ABOVE HYPERLINK TO GO OUR CORPORATE HEADQUARTERS CASE STUDY

A few years ago we decided to lead by example and completely renovated our corporate headquarters. Like most circa 1970s buildings our headquarters was significantly under-performing and energy inefficient. Through an extensive renovation we transformed it into a sustainable showcase. To read the case study press the hyperlink.

Concern for the environment is a key component to WTI's operating philosophy. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

We are committed to staying at the forefront of the roofing and building envelope industry through sustainable building, green products, and quality business practices. WTI will deliver added value to participating OMNIA members by working hand-in-hand with them to provide environmentally preferred product and service options within their budgets and schedules.

WTI's philosophy on sustainability starts from the top level of our organization and filters down into everything we do. With corporate focus committed to responsible environmental practices, we strive to incorporate environmentally friendly solutions in our business practices as well as products and construction approaches. Collaborative leadership efforts are driven by our President, J.K. Milliken, who promotes sustainability.

Construction Best Practices

WTI and our subcontractors will abide by the following construction best practices on all projects awarded by OMNIA members.

Tremco Corporate Headquarters Roof

- On-site sorting of materials
- Recycling of non-hazardous material
- Chain-of-custody documentation for off-site recycling
- Reusing materials as applicable
- Verifying that materials are certified for LEED credit on LEED projects

Sustainable Features

Following is a sample of the services and products WTI offers related to sustainable renovations. We will offer OMNIA members the ability to implement these sustainability options for awards under this contract.

Sustainable systems

- Restoration of roofs whenever possible instead of replacement preventing tons of debris going to landfills.
- Vegetated roofs featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette.
- The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in a white adhesive.
- A white, reflective, single-ply system installed beneath a rooftop PV system for roof restorations.
- A thin-film rooftop PV system is used to generate electricity for the building for roof restorations.
- Dryvit Outsulation exterior wall systems. Dryvit wall systems provide energy-efficient, insulated façades that are applied directly to the existing wall surface, eliminating the time and potential waste of removing the façade.
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to the wall.
- New sidewalks with decorative concrete from Increte Systems can be supported by gravel from an existing roof.
- Solar panels for decreased carbon footprint and reduced energy bills.

- HVAC restoration through WTI/PureAir. Heating and cooling represent one of the largest operating expenses as well as one of the largest environmental impacting building systems. Replacing can be extremely cost prohibitive and force a building owner to not address current problems. WTI/PureAir provides an alternative solution that allows the building owner to address current HVAC issues and bring their building into a much better environmentally friendly position.

Additional examples of our commitment to sustainable practices are summarized below.

- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Donation of sustainable building materials for the University of Maryland's 1st place performance in the Department of Energy's Solar Decathlon 2011
- Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability

Solar—Renewable Energy With Financial and Environmental Paybacks

In addition to the environmental benefits associated with renewable energy, there are often financial incentives for installing solar panel/photovoltaic (PV) systems, which may include rebates from the local power provider, as well as state and federal tax credits. We understand the technical, environmental, and financial aspects of a solar installation and can guide you through the process from project inception to completion. Photovoltaic systems are easily adaptable to existing or new structures. WTI can ensure the roofing is constructed to accommodate the many different types of support stations for solar panels today. Solar solutions will be priced utilizing the most current online edition of the Construction Cost Data as well as the Facilities Maintenance & Repair Costs Catalog and Commercial Construction & Renovation Costs Catalog.

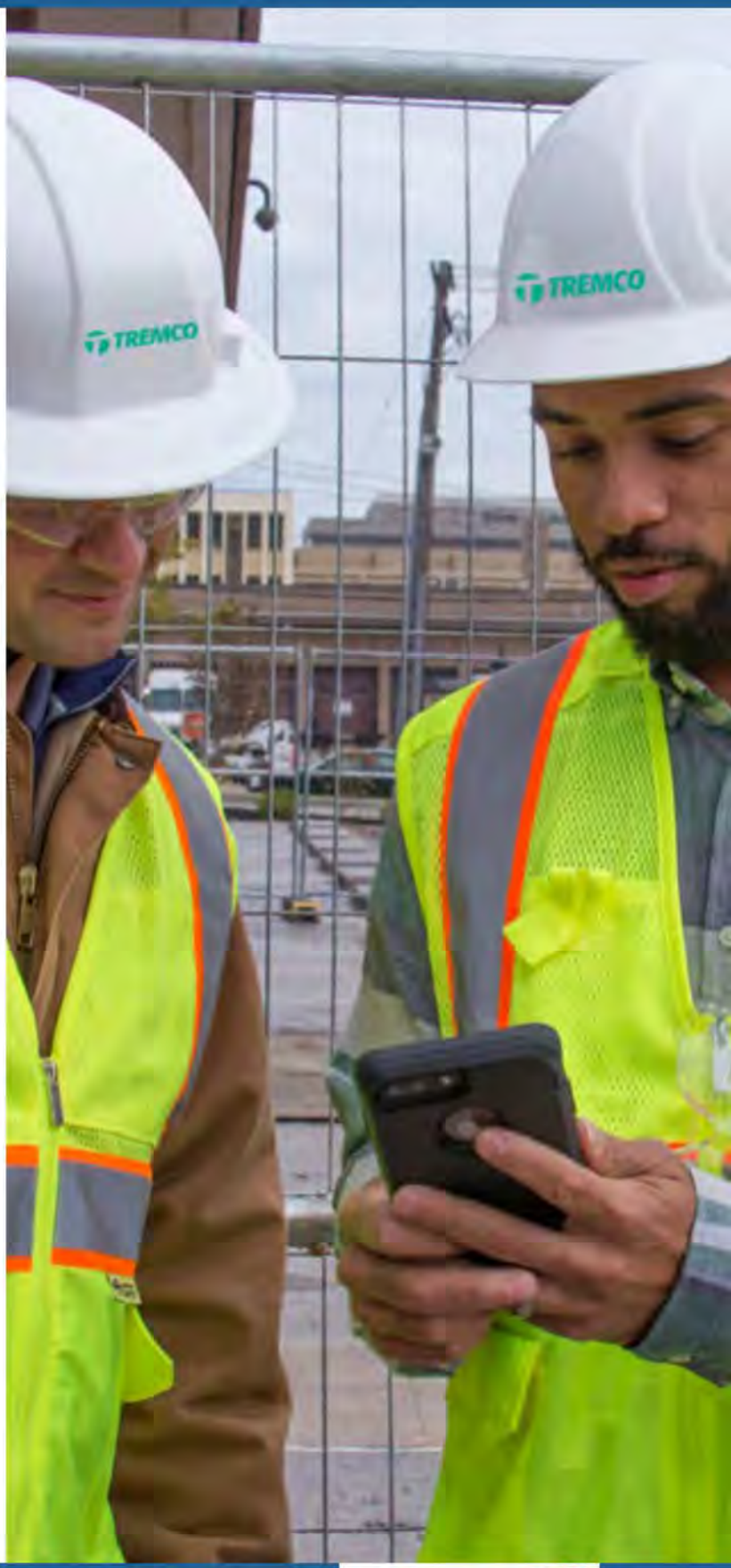
F. Describe any diversity programs or partners supplier does business with and how

Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WTI focuses on developing contractor relationships in public and commercial sectors through fulfillment of economic inclusion mandates with highly skilled certificated contractors. These target specialty contractor opportunities include Minority, Small, Veteran, and Women owned Business Certifications of roofers, masons, architects, general contractors and heating, ventilation and air conditioning (HVAC) as well as High Performance Building System (HPBS) engineering firms.

WTI has a successfully participated in Mentor-Protégé Programs with both the General Services Administration (GSA) and Veterans Administration and continually identify additional opportunities to team with qualified contractors. Our commitment to excellence includes a contractor training program which provides cutting-edge product, service and safety education continuously throughout the year. We are committed to supporting national economic development goals and local economies.

We have an active certified contractor pool that varies in breadth of capabilities. WTI sponsors and participates in outreach events and construction advisory panels on contractor inclusion. Among them, Society of American Military Engineers (SAME), National Defense Industrial Association (NDIA), National Veteran Conferences and other roofing/construction/energy industry seminars. We encourage all our project leaders to provide our customers with technical and procurement solutions that satisfy any of their socio-economic initiatives without compromising the quality of performance, products or services.



Rising Stars Program

Tremco Commercial Product Group received $50,000 from the Massachusetts Clean Energy Center as part of their Minority- and Women-Owned Business Enterprises Support Implementation and Planning Grants and Equity Workforce Training Grants. The 25 organization recipients will "not only address the need to grow Massachusetts' clean energy workforce, but they will also prioritize diversity, equity, and inclusion efforts across the full spectrum of economic opportunity, which will yield both an increasingly diverse bench of highly trained new workers and a wider array of thriving minority and women-owned business enterprises to help lead climate-critical work."

Launched in August of 2020, Our Rising Stars Program aims to cultivate a strong, well-rounded workforce in the construction industry through supporting youth in vocational programs, as well as minority- and women-owned businesses. Our programs offer hands-on education with subject matter experts to develop diverse skillsets, increase access to resources, and ultimately drive success for those emerging in the industry.

The Rising Stars Program empowers the next generation of underrepresented youth to find opportunities for sustainable careers in the construction industry. Our program has now expanded to New York and New Jersey, with near future locations in North Carolina, Connecticut, and Nevada.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☑ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☑ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☑ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WTI has over [redacted] certified contractors that we work with throughout the United States that include minority-owned standards. We do not maintain this type of information on our subcontractors. WTI works with public agency minority goals on a project-by-project basis.

I. Describe how supplier differentiates itself from its competitors.

Managing facilities can be complex. Procuring comprehensive, cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. Members want and need to procure cost effective, comprehensive building envelope solutions without sacrificing quality, performance, or transparency. With decades of experience, WTI understands the unique procurement challenges of public entities charged with meeting not only budget and quality goals, but also state-specific transparency requirements. That's why we offer OMNIA members our comprehensive roofing and building envelope solutions offering. The Tremco Construction Products Group companies together form the industry's only provider of comprehensive systems and services for all six sides of the building enclosure. WTI's whole building approach through the Power of One can provide weatherproofing peace of mind delivered under one warranty. With proven roofing and building envelope capabilities across the country, WTI is uniquely qualified to meet the needs of public market facility managers and business managers charged with improving both building performance and return-on-investment. Among our differentiators are the following.

1	WTI and Tremco have a history of performance with Region 4 ESC. We have to date been awarded ten Region 4 ESC contracts. As a result, we offer Region 4 ESC and OMNIA members refined roofing project policies and procedures along with the ability to simultaneously deliver multiple projects. Our established relationships with Region 4 ESC and participating OMNIA members are evident in a track record of more than [redacted] in products and services to date. The selection of WTI for the Roofing Products, Services and Job-Order-Contracting Services contract will eliminate a learning curve and continue to expand existing relationships with participating Public Agencies.
2	WTI offers exceptional technical expertise, with a track record of over [redacted] of roofing, building envelope, weatherization and rooftop safety system installations for public customers.
3	WTI provides turnkey solutions, from world-class roofing and building envelope diagnostics through comprehensive roof management programs from a single source.
4	All facets of discovery, programming, design, construction and commissioning.
5	Proven and experienced contractors and subcontractors.
6	Guaranteed maximum pricing to eliminate surprises.
7	Performance-based quality construction services.

8	WTI is organized to deliver outstanding service. With more than [redacted] technical personnel deployed across the country, we can effectively manage thousands of roofing and facility projects simultaneously. More than [redacted] construction managers supervise technical staff, along with program managers who ensure contract compliance, consistency, on-time delivery and outstanding customer service. Together, WTI's management team oversees diagnostics, maintenance, repairs, construction, leak response and our OLI® (on-line information system) data department.
9	WTI offers Region 4 ESC and OMNIA Partners and its members world-class experience. We are currently implementing large roof asset management programs throughout the US, Canada, Europe and Asia, with more than [redacted] square feet (SF) of roofing managed with our OLI® system software. Additionally, more than [redacted] SF of roofing falls under the protection of our Tremco ManagedAssets™ (TMA) program, which includes maintenance during the roofs' annual or bi-annual inspections.
10	WTI's three-level service offering allows OMNIA members the opportunity to select the level of service that best meets their needs while capitalizing on the preferential pricing of a nationwide contract. Whether selecting our flagship, turn-key general contracting solution, or our National Cooperative Contractor Network for direct access to qualifying local contractors, or purchasing materials only, participating agencies receive superior products and service.
11	WTI has extensive experience managing regional and national roofing and building envelope contracts within the public sector. We have completed or are currently performing on many JOC type contracts. Further, WTI has proven experience simultaneously managing multiple contracts with multiple subcontractors. Our experience with JOC type contracts and roofing projects is directly transferable to OMNIA members in the form of established policies and procedures based upon our past relationship with OMNIA Partners and its members as well as other cooperative contracts we have.
12	WTI has a [redacted] aggregate bonding capacity.
13	WTI and Tremco both hold a UL ISO 9001:2015 certification demonstrating the implementation of Quality Management Systems.
14	WTI offers one of the most comprehensive warranty packages in the roofing industry. We offer many types of warranties that fit the needs of any project. We also offer long-term warranties on roof restoration projects. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance is also an available option.
15	WTI works collaboratively with contractors to ensure the installation meets expectations for quality, safety and efficiency while utilizing best-in-class contractors who have the ability and financial stability to deliver exceptional projects. WTI offers extensive training courses to its certified contractors.

16	Tremco is a leading manufacturer of quality roofing and weatherproofing products with a comprehensive product line covering every roofing environment. Tremco demonstrates a commitment to Research and Development (R&D) and offers a proven history of industry-leading product innovation to solve our customers' biggest problems. For instance, Tremco Roofing's portfolio of unique roof restoration solutions is so comprehensive they provide exceptional value to public customers an alternative sustainable solution to costly roofing replacement.
17	Tremco coast-to-coast sales organization is among the industry's most experienced and highly trained. With more than [redacted] sales personnel across the country, Tremco has been meeting the needs of public market customers since 1928. Today's sales personnel have deep relationships within the public market, which may shorten OMNIA's/Region 4 ESC's new business development sales cycle.
18	As a member of the RPM family of companies, WTI and Tremco provide customers with access to leading, world-class building products, extensive technical expertise and the financial stability of an industry leader. RPM owns more than 50 operating companies that are world leaders in specialty coatings serving both industrial and consumer markets. Among its products are such popular brand names as Carboline®, DAP®, Dryvit®, Rust-Oleum® and Zinsser®. RPM has been in business for 75 years and has more than 14,000 employees worldwide, generating more than $7 billion in sales annually.
19	Safety is job one with WTI and Tremco. Every one of our roofing and building-envelope projects, no matter how large or how small, begins with a thorough understanding of potential job-site hazards, safe work procedures, product characteristics, equipment operation, conditions and specific customer requirements. These are submitted to the owner through a WTI site-specific Safety Plan.
20	WTI and Tremco utilize the Arizona State University Performance Based Studies Research Group for the independent data collection on its products, services, representatives and our customers' overall service experience. Survey results from the past six years, representing [redacted] SF of roofing products and services, show an overall customer satisfaction of 9.1 out of 10. Additionally, our customers awarded a 9.5 out of 10 in satisfaction of their Tremco representative and 9.3 out of 10 in satisfaction of the roofing system. WTI and Tremco are proud of these results and use them to understand what we are doing right, so we can continue to deliver on our strengths. We also use our customer satisfaction results to highlight opportunities to drive continuous improvement in our products, systems delivery and service quality. We aim to maintain our high level of customer satisfaction and loyalty, as the primary focus of every project.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete any project in accordance with contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

WTI is not a publicly held corporation but is a subsidiary of RPM International Inc., a publicly held Fortune 500 corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

No officers of WTI have ever been convicted of a felony

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against WTI.

APPENDIX D, EXHIBIT A, SECTION 3.2

A. Describe the full Line of Products and Services Offered by Supplier

Range of Products and Services Offered

WTI provides an extensive range of Tremco CPG roofing and building envelope solutions for all six sides of a building. In fact, we are the only company to offer high-performance total enclosure solutions for all six sides of a building in the marketplace today as well as the services associated with implementing project solutions.

- Water Resistant Roofing
- Roofing and Roof Restoration Systems
- Outsulation Facade Systems
- HVAC Systems Restoration
- Seamless Flooring Solutions
- Roof Tiles and Shingles*

- Masonry*
- Metal Work*
- Standing Seam Metal Roof System*
- Air Barrier Solutions
- Safety Solutions
- Roof Repair and Maintenance Services
- Asset Management
- General Contracting
- Patch and Repair
- Roof Inspections/Diagnostics/Analysis
- Warranties
- Roof Maintenance (QA Premium) customized to meet specific system needs

*WTI offers these services with products provided by other manufacturers.

Architecture and Engineering (A/E) Partners

To ensure the overall success of the contract, WTI will also utilize the services of two highly qualified firms, O&S Associates (O&S). Note: In compliance with state rules and regulations, we are not offering A/E services in the State of Texas or in any other state where they are prohibited.

O&S

Superb architectural and engineering building-systems services including the following.

- Structural analysis and design
- Architectural design
- Mechanical/electrical engineering
- Lighting and security design
- Parking consulting
- Restoration engineering
- Feasibility studies
- Cost estimating
- Design-build projects

O&S also provides a wide scope of renovation consulting services including exterior facade rehabilitation, exterior building plazas, roofing replacement, structural modifications and others. Their firm employs a "Five-Steps to Project Success" process to manage their design requirements. This process begins with condition assessment and concludes with construction administration and closeout documentation. O&S is led by Mr. V.P. Samy, PE, who founded O&S in 1996. Under his guidance, O&S has successfully performed high-profile and complex projects for visible clients throughout the US.

B. Describe How Supplier Proposes to Distribute the Products/Service Nationwide. Include any States Where Products and Services will not be Offered Under the Master Agreement, Including U.S. Territories and Outlying Areas.

As an affiliate company of Tremco, WTI provides national services to all states. WTI has staff and contractor partners located in all states and will provide products and services to all U.S. territories and outlying areas under the Master Agreement. In addition, WTI is a licensed contractor in all states and U.S. territories where required.

C. Describe How Participating Agencies Ensure They Will Receive the Master Agreement Pricing; Include all Distribution Channels such as Direct Ordering, Retail or In-Store Locations, Through Distributors, etc. Describe How Participating Agencies Verify and Audit Pricing to Ensure its Compliance with the Master Agreement.

All estimates/proposals will be based on the approved product and line item pricing in effect and the most current online RS Means Pricing Construction Cost Index (including any cost index adjustments) utilizing the discount coefficients submitted with this response. All pricing will be based upon the design and scope complexity of each individual projects. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members. The pricing, in total, will not exceed the product and line item pricing and/or the current RS Means pricing with the coefficients submitted by WTI. As part of this process, all proposals will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work. Participating Agencies can verify this directly with WTI or contact OMNIA for verification. Products will be ordered through Tremco directly. Line-item pricing will be delivered through WTI..

D. Identify all other Companies that will be Involved in Processing, Handling or Shipping the Products/Service to the End User.

In addition to WTI's services, Tremco and affiliated companies will be involved in the processing, handling and/or shipping of products and services to end users.

E. Provide the Number, Size and Location of Supplier's Distribution Facilities, Warehouses and Retail Network as applicable.

Eastern Division Sales Office Tremco 8 Main Street Flemington, New Jersey 08822	Western Division Sales Office Tremco 3060 East 44th Street Vernon, California 90058
Republic Powdered Metals 3735 Green Road Beachwood, Ohio 44122 USA	Roofing & Building Maintenance Division 3361 E. 80th Street Cleveland, Ohio 44127
Tremco 3060 E. 44th Street Vernon, California 90058	Republic Powdered Metals (Manufacturing) P.O. Box 724 Medina, Ohio 44258

Republic Single Ply Systems (Manufacturing)
11016 Granite St.
Charlotte, North Carolina 28273

Consolidated Coatings Corp. (Manufacturing)
P.O. Box 10
Brunswick, Ohio 44212

Tremco Sealant & Weatherproofing Division
(Manufacturing Facility)
1451 Jacobson Avenue
Ashland, Ohio 44805

Mameco Mfg. Div. (Sealants)
4475 E. 175th Street
Cleveland, Ohio 44128

Paramount Mfg. Div. (Sealants)
2600 Paramount Drive
Spearfish, South Dakota 57783

Euclid Chemical Company (Concrete Add-mixtures)
19218 Redwood Rd.
Cleveland, Ohio 44110

Euclid Chemical Company
Warehouse/Mfg. Facilities:
18900 Cochran Rd.
Cleveland, Ohio 44110

Euclid Chemical Company
539 Buffalo Shoals Rd.
Statesville, North Carolina 28677

Euclid Chemical Company
5 Joanna Ct.
East Brunswick, New Jersey 08816

Euclid Chemical Company
1117 Industrial Dr.
Clinton, Mississippi 39056

Tremco CPG—Dryvit Systems
354 South Acacia Street
Woodlake, CA 93286

Tremco CPG—Dryvit Systems
4827 Milgen Road
Columbus, GA 31907

Tremco CPG—Dryvit Systems
5850 South 116th Street, West
Sand Springs, OK 74063

Tremco CPG—Nudura
27 Hooper Road, #10
Barrie, ON L4N9S3

Stonhard
1000 E. Park Ave.
Maple Shade, NJ 08052

APPENDIX D, EXHIBIT A, SECTION 3.3

A. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Immediately Implement the Master Agreement as Supplier's Primary Go to Market Strategy for Public Agencies to Supplier's Teams Nationwide, to Include, but Not Limited to:

OVERVIEW

In addition to a press release to relevant audiences, marketing the contract award will be a continuation of marketing initiatives already underway as a result of our current OMNIA contracts and past OMNIA/National IPA/TCPN contracts. Because we have invested heavily in promoting our current OMNIA contracts to all public markets, we expect to continue to expand our marketing investment and implement additional tactics.

Based on our history with Region 4 ESC, WTI thoroughly understands how to go to market to promote this contract. As both the manufacturer and service provider of roofing and weatherproofing solutions, WTI and Tremco are uniquely positioned to offer a comprehensive approach to meeting the facility needs of participating agencies. Expanding upon a very successful and established cooperative strategy program, WTI will continue to enhance its marketing presence and sales training capabilities through various marketing efforts as outlined below.

Our initiatives within the first 90 days of the contract award will be continuing our successful and highly targeted marketing program. Our program is intended to generate qualified leads from high-potential public customers. We have the ability to customize marketing to meet local opportunities and which will be developed collaboratively with OMNIA's marketing team. Tactics may include advertising, media relations/publicity, trade shows/conferences, customer educational seminars, roadshows, and personalized direct marketing.

PERFORMANCE CAPABILITY

i. Executive Leadership Endorsement and Sponsorship of the Award as the Public Sector Go-To-Market Strategy Within First Ten Days

If awarded, this contract as well as our other OMNIA contracts will have the full support of our executive leadership as an important go-to-market strategy.

ii. Training and Education of Supplier's National Sales Force with Participation from the Supplier's Executive Leadership, Along with the OMNIA Partners, Public Sector Team Within First 90 Days

Developing all WTI and Tremco employees to be as knowledgeable as possible in servicing all customers is of the upmost importance to our Executive Leadership. Educational sessions and information on the contract will be provided within 90 days of award and continued throughout the duration of the contract.

Given our long history of being awarded Region 4 ESC contracts, our sales force is very well versed in the use of OMNIA contracts. This has been demonstrated through the growth of our past and current contracts. We will continue to conduct refresher training as well as training sessions for new sales representatives and personnel within WTI and Tremco. In addition, we will continue to train In-Network Contractors on the use of the contract and provide guidance and marketing support on how to promote the contract to their public customers.

Continuous outreach and training of WTI and Tremco Sales Representatives remains a top priority for our program. In addition to extensive technical training required of all sales representatives, WTI and Tremco also holds national and regional sales meetings which include sessions on the benefits of Cooperative Purchasing and our OMNIA contracts. By working closely with Sales Representatives who have successfully used past OMNIA contracts, we are able to leverage representative success stories to continually expand awareness and appreciation for our OMNIA contracts.

How does the contract work in my state?
The WTI JOC contract available through OMNIA Partners, Public Sector, is a competitively solicited contract by lead agency Region 4 Education Service Center in Houston, Texas. This contract allows contract holders to extend services offered into all states (excluding AZ). Although most state procurement code allows for the use of cooperative contracts, each state code has its own specific language. OMNIA Partners, Public Sector, can provide the du diligence in soliciting and awarding this contract.

Do I need to be a participant of OMNIA Partners, Public Sector to use JOC contract?
Yes. If not already a participant, public entities are invited to register to particip OMNIA Partners, Public Sector by calling 866.875.3299 or visiting omniapartners. publicsector. There is no cost to participate.

What are the benefits of the JOC program through OMNIA Partners, Public Sector?

- Saves time and money because the contract has ALREADY been competitively solicited and publicly awarded.
- All prices have been adjusted for your geographic area and are verifiable through RS Means.
- All costs are determined up front before committing funds.
- The contract functions as an extension of your internal team, freeing you to focus on your core business.
- Enables you to more rapidly respond to your internal customers' facility n
- The contract supports local businesses/subcontractors who have been evaluated on compliance, capability and experience.
- You'll enjoy increased value and quality control over all project facets from materials through installation.
- A large variety of roofing systems and warranties are available from a single source.
- You will significantly reduce or virtually eliminate change orders.

Sales Associates Training

Cooperative Contracts is an standing agenda item on WTI and Tremco sales associates training which is conducted at our corporate headquarters. We use this training to educate newly trained representatives on the value of promoting sales through cooperative contracts.

Sales Representatives Training

We continue to provide training to all sales representatives throughout every region to provide updated information and refresh them on the benefits and value of promoting sales through a cooperative contract.

Contractor Network Training

WTI and Tremco has conducted numerous training sessions for strategic contractors who are members of our Contractor Network. These sessions educate our *in-network contractors* on the benefits of marketing our OMNIA contracts to their existing and prospective public market customers. We will continue to offer training as new strategic contractors enter the Contractor Network.

Design Community

WTI and Tremco engage with the design community on a daily basis with the goal of ensuring they have the technical knowledge required to specify our product and service solutions, and how our solutions may serve the needs of their public customers.

WTI and Tremco AIA Accredited Cooperative Presentation

Our focus on training within the design community includes an AIA-accredited seminar on the value of cooperative purchasing. Hundreds of architects across the country are reached through WTI and Tremco's ongoing seminar program.

Additionally, WTI offers AIA CES seminars which are presented by our sales representatives. These seminars are available in a variety of formats to accommodate both large and small groups. We have more than two hundred Technical Field Advisors to conduct trainings throughout the United States. Their qualifications include roofing experience, OMNIA/Region 4 ESC contract experience, expert knowledge of roofing and waterproofing products, and roofing industry standards and practices, as well as training on contract compliance, legal compliance, product attributes, and sustainability. Technical Field Advisors schedule training as necessary and based on requests.

Webinars

We also provide seminars featuring educational topics which include roof asset management, cooperative contract purchasing, indoor air quality, and sustainability. Our goal is to continue to enhance our seminar programs so that we increase customer attendance, as past seminars have generated significant interest.

B. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Market the Master Agreement to Current Participating Public Agencies, Existing Public Agency Customers of Supplier, as Well as to Prospective Public Agencies Nationwide Immediately Upon Award, to Include, but not Limited to:

With a wide variety of resources at our disposal, we can tailor each of our marketing plans and schedules as needed. Outlined below is our estimated 90-day plan which will continue throughout the duration of the OMNIA contract. The following marketing plan may be adjusted to meet imminent needs and/or strategic deadlines. We will collaborate with OMNIA to assure that the schedule, materials, and platforms meet the contract needs.

i. Creation and Distribution of a Co-Branded Press Release to Trade Publications

The contract award will be announced through co-branded press releases distributed through various social media and trade outlets such as LinkedIn, Twitter, and Facebook. We will also issue an internal announcement to Tremco/WTI personnel communicating the new OMNIA award, the competitive advantage it offers WTI, and how the agreement benefits our Public Sector Agencies.

ii. Announcement, Master Agreement Details and Contact Information Published on the Supplier's Website Within First 90 Days

We will include the addition of this new contract on our WTI/OMNIA landing page at www.tremcoroofing.com announcing the new contract. The OMNIA page will also contain a summary of all awarded contracts and information on the benefits of utilizing an OMNIA contract and a link to OMNIA. In addition, the contract information will be added to Tremco/WTI's dedicated cooperative contract website at www.yourroofexperts.com/omnia-partners/.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- Continuation of marketing initiatives already underway as a result of our current OMNIA contracts.
- Continue to develop/modify existing co-branded literature to promote the contract.
- Equip Sales Representatives with the contract announcement and marketing materials to personally distribute to current and prospective customers within the public sector advising them of WTI's and Tremco's full offering available through the contract.

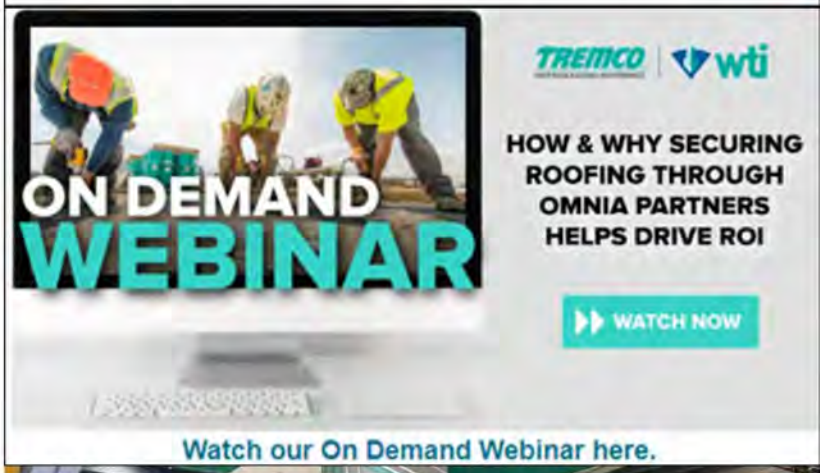
iv. Commitment to Attendance and Participation with OMNIA Partners, Public Sector at National (i.e. NIGP Annual Forum, NPI Conference, etc.), Regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Supplier-Specific Trade Shows, Conferences and Meetings Throughout the Term of the Master Agreement

Trade Show/Conferences/Summits/Etc. Support (throughout the contract).

WTI and Tremco participates in a number of national and regional/local trade shows, for example:

- National Institute of Governmental Purchasing (NIGP)
- National Association of Education Procurement (NAEP) and regional events
- National APPA and regional events
- Numerous state and regional events
- OMNIA Regional Summits
- Tremco sponsored regional Education and Training events

Because attendance at these events is critical to building awareness of our OMNIA contracts, we will continue sponsoring events supporting these organizations. In addition, we will continue to pursue speaking engagements at all relevant events to educate attendees on industry best practices and the value of utilizing cooperative contracts in the public market.



Watch our On Demand Webinar here.

Building upon recent sponsorships, our presentations are customized to meet OMNIA members interest, with a focus on solutions that deliver financial and procurement benefits. We will include product demos as appropriate.

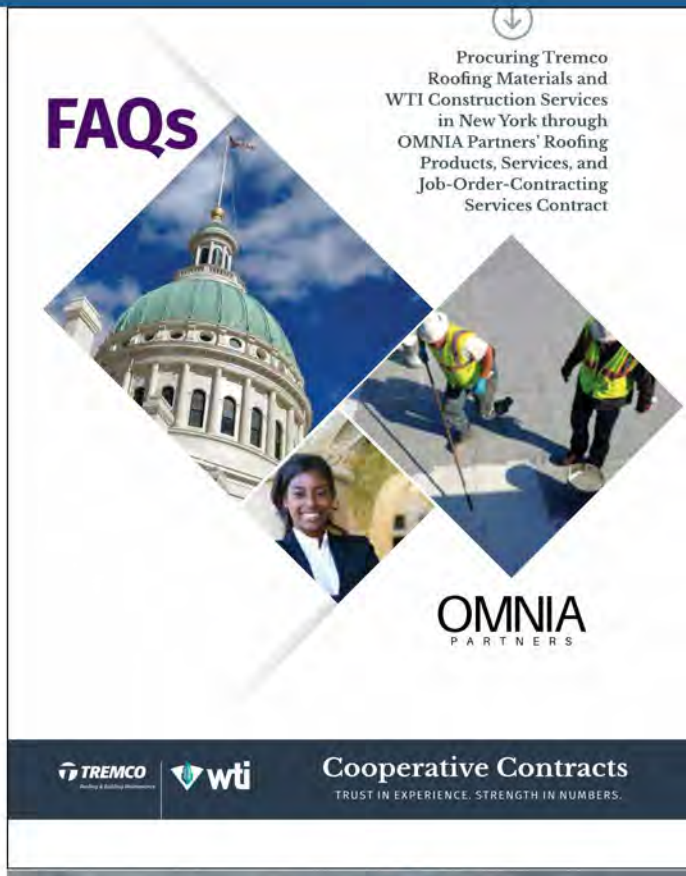
Recent topics have included:

- Achieve Improved and Efficient Facilities While Reducing Capital Outlay
- ROI Asset Management Approach to Drastically Change Roof Funding Priorities and Improve Finances
- Restoration to Extend the Useful Life of Roof Assets
- Facilities Savings Strategies
- ESSER Funding
- Safety and OSHA Compliance
- Financial Benefits to HVAC/Indoor Air Quality Remediation

Participation in OMNIA and supplier specific trade shows, conferences and meetings is an important tactic. Regional trade shows, conferences, and Lunch and Learns are coordinated directly with local sales representatives to ensure our team members that are closest to the customer and market opportunity are engaged. Topics addressed at trade shows and other customer-related engagements are customized to meet local needs and priorities, including those topics of most concern to facility owners. For instance, "Lunch and Learns" feature specific state procurement requirements for contract use, building issues that are typical for the environment, as well as technologies to extend the life of roof assets.

v. Commitment to Attend, Exhibit and Participate at the NIGP Annual Forum in an Area Reserved by OMNIA Partners, Public Sector for Partner Suppliers. Booth Space will be Purchased and Staffed by Supplier. In addition, Supplier Commits to Provide Reasonable Assistance to the Overall Promotion and Marketing Efforts for the NIGP Annual Forum, as Directed by OMNIA Partners, Public Sector

We plan to participate in the NIGP Annual Forum on a yearly basis. Our level of commitment is based on financial resources available to support all initiatives which includes custom



marketing, supporting OMNIA events, Lunch and Learns, and targeted sales representative and Contractor Network training. WTI and Tremco will continue to support outreach efforts such as NIGP as a partner vendor to OMNIA.

vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

We will strategically advertise in regional trade publications including local association opportunities. This advertising will expand on creative marketing pieces to capture the attention of OMNIA members. Messaging will be consistent and highlight our relationship with OMNIA.

vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

Ongoing Marketing Initiatives (throughout duration of the contract)

Our marketing efforts will continue to focus on the advantages of procuring under the OMNIA contract. This will be accomplished through:

- Promotional campaigns for lead generation
- Case stories demonstrating WTI customer success through the OMNIA contract (as permitted by public customers)
- Promotion of white papers demonstrating WTI's technical and business expertise
- Develop and release presentation materials and webinars for consistent messaging/branding across the sales team

WTI will implement an ongoing integrated campaign for the contract period to generate qualified leads and support our direct sales teams. Our launch strategy will be designed to ensure our personnel are trained and fully engaged with OMNIA members.

Co-branded Materials

Our co-branded literature has been produced to promote our extensive solutions available through our OMNIA contracts.

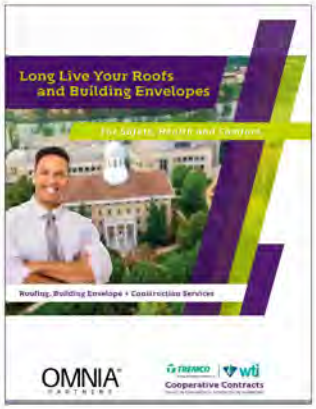
PERFORMANCE CAPABILITY

Additional literature and sales tools will be created as needed to continually drive awareness, support our sales representative customer relationships, and generate qualified leads.

- Our Tremco/WTI/OMNA capabilities brochure is a flagship piece that is widely distributed to prospects in print and digital format
- Our OMNIA contract for Comprehensive Exterior Surfacing Products, Services, and Paving Solutions is highlighted in a dedicated brochure.
- The benefits of our Job Order Contracting contract are explained in a JOC-specific marketing brochure.
- State -specific fliers are produced to further support local sales representative initiatives.
- Our National Cooperative Contractor Network flier to owners features the benefits this procurement solution offers to both public procurement and public facility management professionals. In addition to our direct distribution to prospective public agencies, this flier is also made available to In-Network contractors for use with their customers.
- Produced as our initial contractor recruitment tool, an additional National Cooperative Contractor Network flier, geared toward contractors, presents the benefits and competitive advantage the program makes available to qualified contractors who join the Network. This flier will continue to be distributed to targeted contractors.
- Leading In-Network Contractors are further supported with customized co-branded literature promoting their company, WTI and Tremco, and OMNIA,

Case Studies

Tremco has and will continue to produce case stories in a variety of formats depending upon the nature of the customer experience. In keeping with our strategy of both Creative Engagement and Personal Communications, whenever possible these stories put people upfront while promoting the use of the OMNIA contract. However, due to the sensitive nature of the public customer approval



Press the hyperlinked image above to go to our Primary OMNIA brochure

Press the hyperlinked image above to go to our Exterior Surfacing brochure

Press the hyperlinked image above to go to our Exterior Surfacing brochure

Press the hyperlinked image above to go to our Texas State Case Study

Press the hyperlinked image above to go to our Florida State Case Study

Press the hyperlinked image above to go to our Contractor Network Flier

process to be part of focused case stories, we will also create some generic case stories that highlight the OMNIA contract as well as the project executed.

Marketing Roofing and Building Envelope Solutions

WTI and Tremco will continue to produce informational pieces on our extensive capabilities in servicing OMNIA members. We will continue to produce pieces that provide educational value, which is part of our marketing strategy deployed in support of our OMNIA's contracts. We believe this strategy is especially important in sustaining current customer relationships.

Our educational focus includes both technical and business information to help customers manage their roofing and building envelope assets. WTI and Tremco continue to invest in promotional literature featuring our unique solutions, such as our restoration and roof management literature.

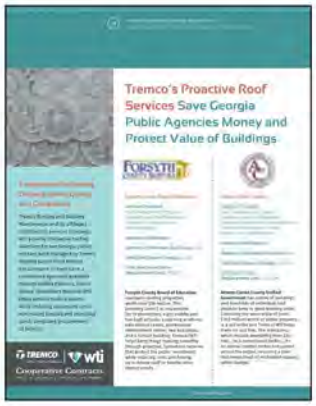
Due to the COVID-19 pandemic, we had to postpone implementing some of our unique and creative marketing campaigns such as our pie campaign and animal cracker campaign. These campaigns not only satisfied the appetite of many, it focused attention on Tremco and our offerings under our past OMNIA contract. We will continue to explore such creative opportunities which are personalized to include a message from our local sales representative and will include the OMNIA logo and messaging.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

In support of our cooperative strategy, we will provide a fast and simple online destination for prospects and customers to access all related sales literature. This includes information on our corporate website as well as on our dedicated Cooperative Purchasing microsite at https://yourroofexperts.com/omnia-partners/.

Press the hyperlinked image above to go to our Montgomery County Case Study

Press the hyperlinked image above to go to our Yuba Community College Case Study



Press the hyperlinked image above to go to our Public Agencies Case Study

Press the hyperlinked image above to go to our Roof Management Brochure

Press the hyperlinked image above to go to our Restoration Brochure

Press the hyperlinked image above to go to our OMNIA Public Sector Home Page

- OMNIA Partners, Public Sector standard logo—As a current awardee of three OMNIA contracts, we already have a landing page for OMNIA containing the logo
- Copy of original Request for Proposal—We provide a link to access our OMNIA contract awards
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier—We provide a link to access our OMNIA contract awards
- Summary of Products and Pricing—Although we follow the pricing submitted and approved by Region 4 ESC, based on the fact that each project scope of work is different, we do not post online catalogs which is more conducive to a commodity type of a sale
- Marketing Materials—We provide access to pertinent marketing materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page—We provide a link to access OMNIA's website and registration
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector—We have an avenue to receive information requests through YourRoofExperts.com

WTI and Tremco will continually refresh our web pages as we launch new literature, case stories, webinars, and marketing pieces we believe our targeted procurement and facility management personnel will find most helpful, while simultaneously promoting our value proposition and our OMNIA contracts. In addition, OMNIA's section on www.yourroofexperts.com houses important information on our OMNIA contracts and provides an opportunity for public agencies to request a consultation.

Social Media Outreach

WTI and Tremco will announce our OMNIA contract award via Twitter and LinkedIn. Social media will remain in our media mix to promote our solutions throughout the term of the contract. We will focus on seasonal solutions to keep content fresh and timely.

WTI and Tremco promote on YouTube and LinkedIn a variety of videos on various topics intended for OMNIA members and contractors, such as our Cool Roof Video presenting how a roof ages and the financial benefits of restoration versus replacement. Our YouTube channel and LinkedIn postings also feature case stories, product demonstrations, and application tips. In addition, webinar and training events will be promoted through social media outlets.

Marketing Strategy Development

The above marketing tactics support our marketing strategy with the following objectives:

- Focusing on targeted high-worth public sector accounts in collaboration with our sales team and OMNIA resources and other sales personnel
- Promoting how our unique and extensive and single-source capabilities benefit OMNIA members
- Demonstrating WTI and Tremco are leaders in the public sector market through examples of past performance
- Demonstrating OMNIA's benefits and capabilities to build further awareness and help build OMNIA's membership.

WTI's past and current contracts have been successfully implemented because of our commitment to a proactive, highly targeted and integrated approach to new business development. Our senior and key personnel will continue to be responsible for servicing participating agencies under the contract, including performing outreach and timely follow-up to participating agencies.

As demonstrated throughout this section, our direct sales team will continue to leverage a variety of sales and marketing initiatives including, but not limited to, customized sales tools, targeted promotions, Lunch & Learns, trade association public speaking and trade show participation, targeted advertising, social media, one-on-one meetings, etc. In addition, WTI will utilize the expertise of OMNIA's marketing team and logo for marketing materials to clearly identify our association with OMNIA.

C. Describe How Supplier Will Transition any Existing Public Agency Customers' Accounts to the Master Agreement Available Nationally Through OMNIA Partners, Public Sector. Include a List of Current Cooperative Contracts (Regional and National) Supplier Holds and Describe How the Master Agreement will be Positioned Among the Other Cooperative Agreements.

Current list of Cooperative Contracts:

- OMNIA Roofing Products, Services and Job-Order-Contracting
- OMNIA Job Order Contracting
- OMNIA Exterior Surfacing Products, Services, and Paving Solutions
- AEPA Roofing and Building Envelope Services
- E&I Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services
- CMAS Roofing and Building Envelope Services
- MHEC Facility Maintenance and Energy: Assessment and Software

WTI and Tremco has been on cooperative contracts and/or JOC IDIQ type contracts since 1995 and have performed on 1,000's of projects utilizing these contracts. Tremco has and will continue to aggressively market our OMNIA contracts which is evident by our sales growth from our 2013 contract through our current contracts. While many public agencies value our OMNIA contracts, certain agencies and jurisdictions require the use of a different contract. We will continue to promote the use of our OMNIA contracts where applicable in compliance with state statutes.

D. Acknowledge Supplier Agrees to Provide its Logo(s) to OMNIA Partners, Public Sector and Agrees to Provide Permission for Reproduction of Such Logo in Marketing Communications and Promotions. Acknowledge that Use of OMNIA Partners, Public Sector Logo Will Require Permission for Reproduction, as Well.

WTI agrees to provide its logo and gives permission for reproduction in marketing communications and promotions. In addition, we will work with OMNIA's marketing resources to obtain approval on all co branded marketing.

E. Confirm Supplier will be Proactive in Direct Sales of Supplier's Goods and Services to Public Agencies Nationwide and the Timely Follow Up to Leads Established by OMNIA Partners, Public Sector. All Sales Materials are to Use the OMNIA Partners, Public Sector Logo. At a Minimum, the Supplier's Sales Initiatives Should Communicate:

i. Master Agreement was Competitively Solicited and Publicly Awarded by a Principal Procurement Agency
ii. Best Government Pricing
iii. No Cost to Participate
iv. Non-Exclusive

WTI agrees to provide proactive direct sales of its goods and services to public agencies and perform timely follow-up to OMNIA and any leads provided. At a minimum we will communicate the Master Agreement was competitively solicited and publicly awarded, that WTI provides market competitive pricing which considers any site-specific savings available to the participating agency, there is no cost to the members to use the contract, and it is non-exclusive.

F. Confirm Supplier Will Train its National Sales Force on the Master Agreement. At a Minimum, Sales Training Should Include:

i. Key Features of Master Agreement
ii. Working Knowledge of the Solicitation Process
iii. Awareness of the Range of Public Agencies that can Utilize the Master Agreement Through OMNIA Partners, Public Sector
iv. Knowledge of Benefits of the Use of Cooperative Contracts

We confirm that our training and educational support of our national sales force with participation from our executive leadership, along with OMNIA, includes the items noted in i. through iv. above. As mentioned previously, our long history with successfully performing on Region 4 ESC/OMNIA/National IPA/TCPN contracts enhances our ability to transition from our current contract to a newly awarded contract.

G. Provide the Name, Title, Email and Phone Number for the Person(s), Who Will Be Responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

	NAME	TITLE	E-MAIL	PHONE
Executive Support				
Marketing				
Sales				
Sales Support				
Financial Reporting				
Accounts Payable				
Contracts				

Key Contacts Table

H. Describe in Detail How Supplier's National Sales Force is Structured, Including Contact Information for the Highest-Level Executive in Charge of the Sales Team.

WTI and Tremco's sales force is structured regionally, with Regional Managers operating across nine divisions nationwide. Each region includes several dozen sales team members and business development managers who work collaboratively on projects that include material sales as well as general services and contracting. In addition, our representatives are supported by team members who support other Tremco CPG entities who work collaboratively to provide a robust offering to provide solutions best suited to each participating agency's needs.

The highest-level executive in support of the sales team is JK Milliken, President of Tremco.

Email: [redacted]
Phone: 216-292-5000 800-852-6013

I. Explain in Detail How the Sales Teams Will Work with the OMNIA Partners, Public Sector Team to Implement, Grow and Service the National Program.

Brand Strategy

Tremco continues to refresh its cooperatives brand strategy targeting the public market across the US in promoting our unique portfolio of integrated products and services developed to extend the life of roofs and building envelopes. We engage an outside marketing firm with extensive past experience with both WTI and Tremco as well as the cooperative market segment to create differentiating materials and manage the daily execution of our brand strategy. This firm works closely with both Tremco's corporate management, internal marketing team, and field sales organization to ensure marketing tactics reflect both our national and regional goals.

Differentiation to build greater awareness and appreciation for our truly unique value proposition through OMNIA/ Region 4 ESC serves as the foundation of our continuing brand strategy. WTI and Tremco have a long record of success based upon our ability to create and maintain strong, lasting relationships as we customize product and service solutions that are in the best interest of our public agency customers.

Tremco's cooperative brand strategy reflects not only this proven performance but our continuing commitment to meeting the needs of people and organizations throughout our sales cycle. Our audiences include the management staff with fiscal responsibility for their building assets, managers tasked with maintaining building operations, procurement officials, and the building occupants who depend upon them all to provide safe, comfortable, and affordable facilities.

WTI and Tremco has a dedicated brand strategy for our cooperative contracts market segment.

Marketing Objectives

Developed to reflect this brand strategy, our marketing program goals, which we are actively promote, as listed below, take an integrated approach for consistent branding so we may effectively leverage resources and maximize new business opportunities.

- Position WTI and Tremco as a leading provider of roofing and building envelope solutions to Public Agencies with the distinct ability to simplify and streamline procurement through our OMNIA contract.
- Enable Tremco sales representatives to clearly and consistently articulate our value proposition to ensure all prospects understand the breadth and depth of our total capabilities available through our OMNIA contract.
- Generate qualified leads for targeted states through highly focused marketing activities in collaboration with OMNIA Partners, WTI, and Tremco's field sales organization.
- Assist and enable Members of the National Cooperative Contractors Network to promote the OMNIA contracts to their local public entities.

Marketing Activities

Tremco takes an integrated approach to market our OMNIA contracts by syncing the following tactics to the customer life-cycle.

- Advertising and publicity to build broad market awareness across the country
- Outbound campaigns to generate qualified leads for WTI and National Cooperative Contractor Network solutions available through OMNIA/Region 4 ESC
- Direct sales tools to drive consistent, critical messaging during one-on-one and group presentations and meetings.
- Web and social media marketing to maximize reach and prospect convenience.

I. Explain in Detail How Supplier Will Manage the Overall National Program Throughout the Term of the Master Agreement, Including Ongoing Coordination of Marketing and Sales Efforts, Timely New Participating Public Agency Account Set-Up, Timely Contract Administration, etc.

WTI has successfully implemented and performed similar construction and roofing products and services on multiple contract awards for more than ten different types of cooperatives. We will continue to customize our proven framework to develop a client-specific approach for contract implementation. Our customized approach includes marketing, customer relationship development, specification development, project deliverables, job-order acceptance and performance, emergency response, account management (including invoicing), timely completion and close out of projects, and executive support of our public market strategy. Depending upon individual cooperative needs, we can incorporate other services to best meet participating agency needs. WTI has an established framework and a nationwide presence, so we can easily adapt to individual cooperative and member requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through co-branded marketing efforts to cooperative

Members. As discussed in our marketing rollout plan, this typically includes a combination of press releases, social media announcements, direct/email mailings, advertisements, participation in trade shows, social media, and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. OMNIA members can also see evidence of our cooperative successes in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 97% of respondent customers said they would purchase our roofing systems again. To see this in greater detail use the "Tremco Quality Control Customer Satisfaction Program" hyperlink button on the first links page at the beginning of this proposal.

J. State the Amount of Supplier's Public Agency Sales for the Previous Fiscal Year. Provide a List of Supplier's Top Ten Public Agency Customers, the Total Purchases for Each for the Previous Fiscal Year Along with a Key Contact for Each.

WTI and Tremco's Public Agency Sales in FY2022 were approximately [redacted] for both cooperative and traditional sales. WTI has taken an exception to providing the list of top ten public agency customers as this information is considered privileged and we do not have permission from our customers to divulge it.

K. Describe Supplier's Information Systems Capabilities and Limitations Regarding Order Management Through Receipt of Payment, Including Description of Multiple Platforms That May be Used for Any of These Functions.

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractor. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billing requirements of the participating agency contract documents specify otherwise, and those requirements will supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents on a net-30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less ten percent (10%) or specified retainage

Retainage will be held until the DO has received a final inspection and has been accepted by the participating agency. WTI will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, OMNIA Partners, Public Agencies and the DO is fully

performed (including proper delivery of waivers of lien and other documentation required by the contract documents). A final certificate for payment will be issued by a participating Public Agency for the work and WTI will receive final payment from the participating Public Agency.

L. Provide the Contract Sales (as Defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier Will Guarantee Each Year Under the Master Agreement for the Initial Three Years of the Master Agreement ("Guaranteed Contract Sales").

YEAR ONE*	YEAR TWO*	YEAR THREE*

*These are projected figures, WTI does not guarantee sales.

Due to the fact the contract start date of November overlaps with our current #R180903 contract which expires February 29, 2024, sales will continue under #R180903 creating a transition year between #R180903 and #R23-04 in year one. There will be residual sales under #R180903 from proposed work but not awarded and from maintenance and warranty contracts that are multi-year agreements.

i. To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, including agency-specific contract preferences, agency procurement policy, administrative and legislative procurement policy. The intent of our response, and contract, is to continue to provide OMNIA members a vehicle for which they can easily and compliantly procure needed roofing and building envelope solutions. Based on the needs of servicing OMNIA members, WTI will aggressively promote this contract with the intent of producing sales under this contract as we have under our Current Roofing Products, Services and Job-Order-Contracting contract that is reaching its expiration. However, due to the speculative and unique nature of the services we provide, including legislative and administrative code challenges, we do not have the ability to guarantee sales.

M. Even Though it is Anticipated Many Public Agencies will be able to Utilize the Master Agreement Without Further Formal Solicitation, there Maybe Circumstances Where Public Agencies Will Issue their Own Solicitations. The Following Options are Available When Responding to a Solicitation for Products Covered Under the Master Agreement.

i. Respond with Master Agreement Pricing (Contract Sales Reported to OMNIA Partners, Public Sector).
ii. If Competitive Conditions Require Pricing Lower Than the Standard Master Agreement Not-To-Exceed Pricing, Supplier May Respond with Lower Pricing Through the Master Agreement. If Supplier is Awarded the Contract, the Sales are Reported as Contract Sales to OMNIA Partners, Public Sector Under the Master Agreement.

iii. Respond with Pricing Higher Than Master Agreement Only in the Unlikely Event that the Public Agency Refuses to Utilize Master Agreement (Contract Sales are Not Reported to OMNIA Partners, Public Sector).

iv. If Alternative or Multiple Proposals are Permitted, Respond with Pricing Higher than Master Agreement, and Include Master Agreement as the Alternate or Additional Proposal.

Detail Supplier's Strategies Under these Options When Responding to a Solicitation.

As mentioned previously, there are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products. Tremco/WTI will, if electing to respond to such solicitations, will respond as we do in our normal course of our traditional business outside of our OMNIA contracts.

ii. The Successful Offeror will be Required to Sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement Prior to Contract Award. Offerors Should have Any Reviews Required to Sign the Document Prior to Submitting a Response. Offeror's Response Should Include any Proposed Exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

WTI has reviewed Appendix D, Exhibit B, OMNIA Partners Administration Agreement and included exceptions/proposed modifications on Appendix B, Terms and Conditions Acceptance Form, as required.

iii. Include Completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see the completed Exhibit B, Exhibit C, Appendix D, Exhibit F, and Exhibit G on the following pages.

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for

the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

~~Weatherproofing Technologies~~
~~3735 Green St.~~
~~Beachwood, OH 44122~~
~~Att.: Jane Krivos~~

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of

this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
J K Milliken/ss	
Signature	Signature
J.K. Milliken	Sarah Vavra
Name	Name
President	Sr. Vice President, Public Sector Contracting
Title	Title
6/14/2023	
Date	Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
J K Milliken/ss	
Authorized Signature	Signature
J.K. Milliken	Sarah E. Vavra
Name	Name
President, Weatherproofing Technologies Inc.	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
6/14/2023	
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name] Weatherproofing Technologies Inc.

J K Milliken/ss
Signature

J.K. Milliken
Name

President
Title

6/14/2023
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Public Agency expends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Public Agency expends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Public Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JKM Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Public Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Public Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Public Agency.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public Agency for any contract resulting from this procurement process,

offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Public Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Public Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

Offeror's Name: Weatherproofing Technologies Inc.
Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44122
Phone Number: 800-852-6013
Fax Number: N/A

Printed Name and Title of Authorized Representative: J.K. Milliken, President
Email Address: jmilliken@tremcoinc.com
Signature of Authorized Representative: JK Milliken/ss
Date: 6/14/2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Public Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JKM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44121

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jmilliken@tremcoinc.com

Signature of Authorized Representative: JK Milliken/ss Date:
6/14/2023

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Weatherproofing Technologies Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

JK Milliken/ss

Signature of Contractor's Authorized Official

6/14/2023

Name and Title of Contractor's Authorized Official

J.K. Milliken, President

Date

6/14/2023

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code:
3735 Green Rd., Beachwood, OH 44122

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jkmilliken@tremcoinc.com

Signature of Authorized Representative: J K Milliken/ss

Date: 6/14/2023

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Weatherproofing Technologies Inc.

Organization Address: 3735 Green Rd., Beachwood, OH 44122

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	J.K. Milliken,	Title:	President
Signature:	JK Milliken/ss	Date:	6/14/2023

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, J.K. Milliken residing in
(name of affiant)
_____
(name of municipality)
in the County of Cuyahoga and State of
_____of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of
(title or position) (name of firm)
Weatherproofing Technologies Inc. the bidder making this Proposal for the bid entitled Region 4 ESC 23-04, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Weatherproofing Technologies Inc. relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Weatherproofing Technologies Inc.

Subscribed and sworn to

before me this day

Signature J.K. Milliken

June 15, 2023

(Type or print name of affiant under signature)

Justin Ray
Notary public of Ohio

My Commission expires 12-28-27

(Seal)

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Weatherproofing Technologies Inc.

Street: 3735 Green Rd

City, State, Zip Code: Beachwood, OH 44122

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

J K Milliken/ss — President

6/14/2023

Date ***Authorized Signature and Title***

Certification 49300

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2021** to **15-AUG-2024**

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

JK Milliken/ss

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Weatherproofing Technologies Inc.		
Address:	3735 Green Rd.		
City:	Beachwood	State: OH	Zip: 44122

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

J K Milliken/ss	J.K. Milliken,	President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15 day of June, 23

(Notary Public)

My Commission expires

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

(Affiant)

J.K. Milliken, President

(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

J.K. Milliken,	JK Milliken/ss
Printed Name of Authorized Agent	*Signature of Authorized Agent*
President	6/14/2023
Title	*Date*
Weatherproofing Technologies Inc.	
Company Name	

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: J.K. Milliken, Title: President

Signature: JK Milliken/ss Date: 6/14/2023

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:**

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

J K Milliken/ss — 6/14/2023

Signature — Date

J.K. Milliken, President

Print Name and Title

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WEATHERPROOFING TECHNOLOGIES, INC.

Trade Name:

Address: 3735 GREEN RD
BEACHWOOD, OH 44122-5705

Certificate Number: 0839364

Effective Date:

Date of Issuance: March 13, 2023

For Office Use Only:

20230313151614646

Certificate Number
606189

Registration Date: 02/06/2022
Expiration Date: 02/05/2024

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Weatherproofing Technologies, Inc.

2022

Responsible Representative(s):
Thomas Cummings, President
Craig Nelson, Vice-President

Responsible Representative(s):
Jaime Kathryn Brink, Vice-President
Jaime Brink, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

iv. Describe How Offeror Responds to Emergency Service Requests.

WTI understands the importance of providing responsive service. As such, we offer service 24 hours a day, seven days per week, 365 days per year (24/7/365). In the event of an emergency situation, OMNIA members can contact 877-587-3626 with their assigned account number. The call will then be dispatched to our key personnel for response. Response time is established with the account to define emergency (two- to four-hour response), standard (24- to 48-hour response), etc. The dispatch for each location includes up to four points-of-contact (POCs), as shown below, to ensure effective response.

1	WTI Technician 1
2	WTI Technician 2
3	WTI Contractor
4	WTI Technical Advisor

Upon dispatch, the appropriate Technical Advisor will be notified of the issue for follow through. The Technical Advisor ensures that the request was completed and verifies WTI's and Tremco's financial responsibility.

Each member will be provided a process and an account number upon completion of a project or purchase of a warranty. The process will include an 800 number for 24/7 response at no additional cost to the member. As part of the warranty, WTI will provide 24 hours a day/seven days a week Emergency Leak Response at no additional cost. Regardless of whether the leak is related to defective materials, wear and tear or storm-related damage (within the terms of the warranty), the dispatch center logs the call for priority treatment, assuring a fast, efficient response. We will perform all emergency roof system leak repairs required in accordance with our Leak Response Program and warranty terms. The leak will be repaired immediately unless weather or other conditions prevent such work, in which case the repair schedule will be coordinated with the member to be accomplished at the next available time period.

Proposals for standard orders are typically processed in one to three days while proposals for emergency orders are typically provided within 72 hours of notification, depending upon the scope and geographic location of the project. These times may vary depending upon unforeseen conditions and/or remote locations; however, our processes and procedures are designed to accommodate these time frames.

Our key personnel have experience responding to several emergency project situations. In these instances, working with the customer to respond to such conditions is our first priority. We also rely on long-standing relationships with contractors who also respect this level of service and are available on-site 24/7. Through our Construction Managers and Superintendents, we also have the knowledge and software tools to effectively estimate damage-control costs in a matter of hours. OMNIA members can expect no less than 24/7 on-call service from WTI on the service agreement. WTI is also available during natural disasters such as fires, floods and winter storms to assist with disaster response, offering members with priority service. For emergency/disaster response, we use an Emergency Service Agreement/Disaster Response form to expedite typical purchase order procedures. We follow up our emergency-response services with the required documentation for the client.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs.

Our response times, including emergency leak response, will remain constant across all regions, however, adjustments to these response times will be made regarding remote geographical locations. In these instances, response times will be clearly communicated regarding safety, reasonable time frames and availability and mobility of personnel and equipment. Our ability to service all regions at the same level is made possible through our diverse personnel resources located across the United States and is supplemented by our extensive contractor database.

v. Describe Offeror's Ability to Meet Service and Warranty Needs.

WTI and Tremco benefit OMNIA members by offering an all-encompassing service and product portfolio complete with manufacturer warranties from a single source. WTI provides one of the most comprehensive warranty packages in the roofing industry. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance. Tremco offers several product and service warranty options to participating Public Sector Agencies to match their roofing needs as detailed below. With each of the Tremco warranties, OMNIA members will receive a 1-800 leak response service. Please note that several of the warranties listed below are available in multi-year terms, based on customer needs and/or requirements.

- Quality Assurance (QA) Warranty
- QA Plus
- QA Premium Warranty
- Vegetative Warranty
- Plain and Simple Warranty
- One-Year Tremco Performance Warranty (TPW)
- Material Warranty
- Warranty extension and renewals are available for OMNIA members.

Sample Warranties

Sample warranties are available to OMNIA Members upon request.

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building

Your property is a major investment, and its building envelope is a critical component. OMNIA members get one chance to get it right—or spend many years and a lot of money trying to fix it.

Made up of hundreds, even thousands, of components, a building's "envelope" protects interior spaces and occupants from the outside world. That includes shielding against the elements, excessive noise, and providing resistance to other external disturbances.

Why cobble together an envelope with materials from dozens of different suppliers when you can choose a Tremco Construction Products Group (CPG) building envelope, designed and tested to work as one continuous system and warranted together in a single document?

Systems & Services Covered Under a Single Warranty

- Air & Vapor Barriers
- Cladding
- Glazing Systems
- Insulated Concrete Forms
- Sealants & Adhesives
- Traffic Coatings
- Waterproofing

THE MORE TREMCO CPG COMPONENTS, THE MORE PROTECTION

Most individual building component warranties are limited to the dollar value of the material purchased. With a Tremco CPG warranty, the more OMNIA members single-source from the group, the greater the dollar value of coverage available should OMNIA members have an issue. That's because a Tremco CPG warranty is worth the aggregate value of all the components purchased from the group—providing a much larger pool should a member have a warranted issue on any one component.

vi. Describe Offeror's Customer Service/Problem Resolution Process. Include Hours of Operation, Number of Services, etc.

WTI's U.S. Customer Service Department consists of three Customer Service Centers as outlined in the below table.

Customer service centers and hours of operations.

Location	Phone/Fax	Hours of Operation
WTI Corporate Office 3735 Green Road Beachwood, OH 44122	Ph: (216) 292-5000 (800) 852-6013 Fx: (216) 292-5038	8:30 am – 5:00 pm (EDT)
Western Division Office 3060 East 44th Street Vernon, CA 90058	Ph: (213) 587-3014 Fx: (213) 585-6592	8:30 am – 5:00 pm (PDT)
Eastern Division Office 8 Main Street Flemington, NJ 08822	Ph: (800) 628-751 (908) 782-1927 Fx: (908) 782-1898	8:30 am – 5:00 pm (EDT)

Because of the number and location of these service centers, WTI can handle the customer's needs anywhere in the nation. If additional hours of operation are desired, WTI's Corporate Customer Service Manager, will consider accommodating the customer's needs by altering the staffing within the department to provide a superior level of customer service.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, OMNIA members can contact the 800-5-TREMCO phone number 24/7/365 with their assigned account number. The call will then be dispatched for response. As previously mentioned, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!

WTI and Tremco Field Representation covers all 50 states

vii. Describe Offeror's Invoicing Process. Include Payment Terms and Acceptable Methods of Payments.

Payment terms are net 30 days. We can accept Purchase Order, credit cards, ACH or check.

SAP has the ability to track member purchases, products and services, billing, accounts payable and other accounting functions. Through SAP, WTI can provide customized billing and reporting to OMNIA as a whole, as well as to individual participating members. This includes management reports, consolidated billing by location, time and attendance reports for participating Members. WTI currently uses SAP on our existing contracts that integrates manufacturing, finance, planning, implementation and operations to:

- Improve customer relations and response times
- Improve performance without sacrificing quality
- Streamline manufacturing planning and execution
- Increase sales
- Reduce inefficiencies
- Improve customer service and marketing efforts
- Support finance expenditures and resources
- Streamline supply-chain planning and execution
- Monitor compliance
- Improve best business practices

viii. Describe Offeror's Contract Implementation/Customer Transition Plan.

WTI has successfully implemented and performed similar construction and roofing and building envelope products and services on multiple contract awards for more many different types of cooperatives. Prior to award of a cooperative contract, we customize our proven framework to develop a client-specific approach for implementation. Our customized approach includes marketing, project acceptance and performance, emergency response, account management (including invoicing) and executive support. Depending on individual member needs, we can incorporate other services to best meet member needs. WTI has an established framework and a nationwide presence, we can easily adapt to individual cooperative requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through branded marketing efforts to cooperative Members. As previously discussed, this typically includes a combination of press releases, social-media announcements, direct mailings, advertisements, participation in trade shows and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. This is evidenced in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 98% of respondent customers said they would purchase our roofing systems again.

ix. Describe the financial condition of Offeror.

WTI is a building envelope industry leader and is in very good financial condition. We are an affiliate member of the Tremco CPG, Inc. line-up of companies that make up the largest division of RPM International, our Fortune 500 parent company. WTI continues to see steady growth in the market and has a very healthy pipe-line of work.

For additional information press here to go to RPM International's 10K & annual report filings

x. Provide a Website Link in Order to Review Website Ease of Use, Availability, and Capabilities Related to Ordering, Returns and Reporting. Describe the Website's Capabilities and Functionality.

Due to the nature of our business, WTI currently does not have an on-line catalog/ordering website. These construction projects are independently specified and built for each building component's current condition and structure. This requires field consulting/engineering services to design and offer the best solutions or multiple solutions for each building component. Online catalogs do not accommodate this type of built construction. WTI will provide representatives to cover and support all projects and does not provide an on-line catalog option.

Our Sales Representatives meet with customers to review and analyze individual facility roofing needs and propose the right solutions and products. This one-on-one sales approach allows our Sale Representatives to gain a full understanding of the needs of each Public Sector Agency and provide on the spot assessments of the areas of work. This approach ultimately saves time and cost in back and forth of online ordering and allows our teams to provide the services and products the customer needs the first time.

Tremco will allow for material only orders sold direct to end user, if needed, to be returned within 30 days of project completion. Depending on the products' condition, the estimated time frame to complete this return process is up to 30 days.

- Returns must be products in good condition and authorized by Tremco prior to return shipment. The following exceptions apply:
  - Exception: Due to warehouse limitations, there are no returns on Tremco Insulation products or TremLock™ Custom Metal Edge.
  - Exception: Fastener supplier does not accept returns on Insulation Fastener Discs and limits fastener returns to 3 months from shipment.
  - Exception: POWERply™ SA Base Sheet and POWERply™ SA FR returns are limited to three months from shipment.
  - Exception: THERMastic®, THERMastic® 50, and POWERply™ Modified Hot Melt Adhesive cannot be remelted or worked off, so returns of these four products are limited to pallets which are determined by a Tremco Representative to be in excellent condition.
- Tremco reserves the right to refuse a return of a product sold and shipped more than one year ago.
- Material must be returned in the account name under which it originally shipped.
- Return freight charges are the responsibility of the customer.

xi. Describe the Offerer's Safety Record.

Safety Record

Our industry can be a very dangerous one, where one wrong move can have long lasting and sometimes devastating effects on a family and our communities. This is why we require every employee to go through our OSHA safety training course. The results of our commitment to people shows as we have one of the best safety records in the industry, especially for a company of our size. The chart below illustrates WTI's commitment to safety as we have one of the best safety records in the industry. This is even more impressive when OMNIA members take into consideration that we are also one of the largest roofing and building envelope companies in the industry.

	wti Corporate & Field Market Safety Qualifications Metric TREMCO		
	2020	**2021**	**2022**
EMR (Insurance Experience Modification Rate)	.70	.65	.60
No. of Employees	1221	1311	1472
Hours Worked	2,114,385	2,374,237	2,655,983
No. of Fatalities	0	0	0
No. of Recordable Incidents	14	18	25
Total Recordable Incident Rate (per 100 full-time employees)	1.32	1.52	2.33 **Industry Avg.—3.4**
No. of Lost Time Incidents	0	4	0
Lost Time Incident Rate (per 100 full-time employees)	0	.34	0 Industry Avg.—1.4

xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.

WTI has been providing performance bonds on projects for over 30 years in partnership with our insurance provider, Liberty Mutual Insurance. As we provide bonding on projects in all 50 states, WTI is experienced and knowledgeable about providing bonding for members' projects in accordance with all states' laws and statutory bonding requirements. We have enclosed a letter from our surety agent evidencing our bonding capacity of [redacted] aggregate and [redacted] for a single project, which reflect ample capacity for any project awarded under the OMNIA 23-04 resultant contract agreement. Further, we are able to provide surety letters as needed for any affiliates of Region 4 ESC that may request evidence of our ability to bond projects. Our bonding process begins at the estimating level where costs and thresholds are identified based upon project size and location in order to accurately and immediately identify bonding needs before the proposal phase starts. This process provides a quality-auditable process, which is ISO 9001:2015 certified. As project volume dictates, WTI will be able to confidently manage additional capacity to provide quality services to OMNIA members.

xiii. **Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.**

It's not a cliché that an organization's greatest obligation is to provide a safe working environment. But that commitment takes on even more importance when a job's responsibilities include the kind of potential risk you can find on a roof.

As the market leader in providing roofing solutions and services, WTI fully recognizes what is at stake in construction and renovation projects. We never leave the safety and security of employees, installation teams and other on-site trades to chance. Job site safety grounded in proper training is without question our highest priority.

That is why every one of our roofing and building envelope projects, no matter the size, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements.

That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI has developed a comprehensive set of safety resources, with a strong emphasis on field safety training, job site audits, and extensive use of systems and communication tools.

PERFORMANCE CAPABILITY

Each of our field advisors have received safety training, to help them manage the trouble-free delivery of our products and services. All of WTI's technical field and general contracting management personnel have received at least their OSHA 10-hour safety card—a powerful statement when you consider that is the largest field team in our industry.

In addition, WTI ensures we continue providing this knowledge with a core of over 20 Authorized OSHA Outreach Trainers with extensive roofing craft experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements. A team of safety experts is also available in the field to answer questions or concerns that may arise.

Tremco Roofing and WTI consistently perform better than the industry averages for Roofing and Construction Services as measured by the commonly used Total Recordable Injury Rate (TRIR) and Experience Modification Rate (EMR) standards.

Safety Training and Expertise

- Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and
- Extend on-the-job safety knowledge
- Over [redacted] Field Sales Advisors have received six weeks of intensive roofing,
- Technical, project management and field safety training
- Over [redacted] WTI employees with current 10-hour cards – within 3 years of issue
- Ongoing training updates—over [redacted] OSHA 10-hour cards issued since 2007
- Over [redacted] WTI employees with OSHA 30-hour cards
- Over [redacted] WTI employees trained in First Aid/CPR
- Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

WTI Safety Program

Each of the following components meet or exceed OSHA standards for the construction industry.

POLICIES AND PROCEDURES	• WTI Safety Policies • Hazard Communication Program
FIELD SAFETY	• Start Safe Checklist • Fall Protection • Hazardous Energy Control/Lock Out, Tag Out Program • Confined Space Entry Program • Fire Prevention & Protection • Personnel Protective Equipment (PPE) and Hygiene Requirements • Respiratory Protection • Hot Work (involving flames, sparks or heat) • Hearing Protection/Noise • Scaffolding Safety • Hand & Power Tools
ENVIRONMENTAL CONTROLS	• Environmental Controls (i.e., ventilation, lighting) • Waste Disposal • Vehicle Safety
EMPLOYEE TRAINING/ COMPETENT PERSONS	• OSHA [redacted] trainers • OSHA 10 hour certification • Job site inspections • Alcohol, Drug & Substance Policies and Screenings • Product Related Health Information • Tool Box 5-Minute Safety Talks for On-Site Training • Medical & First Aid Safety Training and Expertise
SAFETY TRAINING AND EXPERTISE	• Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and extend on-the-job safety knowledge • Over [redacted] Field Sales Advisors have received six weeks of intensive roofing, technical, project management and field safety training • Over [redacted] WTI employees with current 10 hour cards – within 3 years of issue • Ongoing training updates - over [redacted] OSHA 10 hour cards issued since 2007 • Over [redacted] WTI employees with OSHA 30 hour cards • Over [redacted] WTI employees trained in First Aid/CPR • Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

Safety Data Sheets (SDS)

Access to our product Safety Data Sheets is available on each jobsite. Each SDS meets and/or exceeds US – OSHA, European Union and Canadian WHMIS. Safety Data Sheets are also available by product. Just use the product sheet web-link in the front of this proposal.

Site Specific Safety Plans

The WTI staff regularly develops plans that specify the minimum health, safety, and emergency response requirements to be followed by WTI and Tremco personnel and our subcontractors during the construction activities of a particular project. These plans include a detailed Job Hazard Analysis, designation of EHS responsibilities, a description of our products and necessary protective measures, and any additional information that the customer or general contractor may require.

Sub-Contractor Safety Program Guidelines

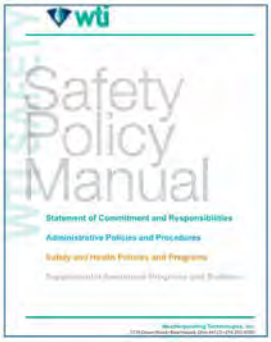
The NRCA Contractor Safety Program or its equivalent is the template for contractors and subcontractors to develop documents. Each subcontractor/installation team can use this comprehensive industry-wide program developed under an OSHA Harwood Grant to customize the safety program to meet their specific needs.

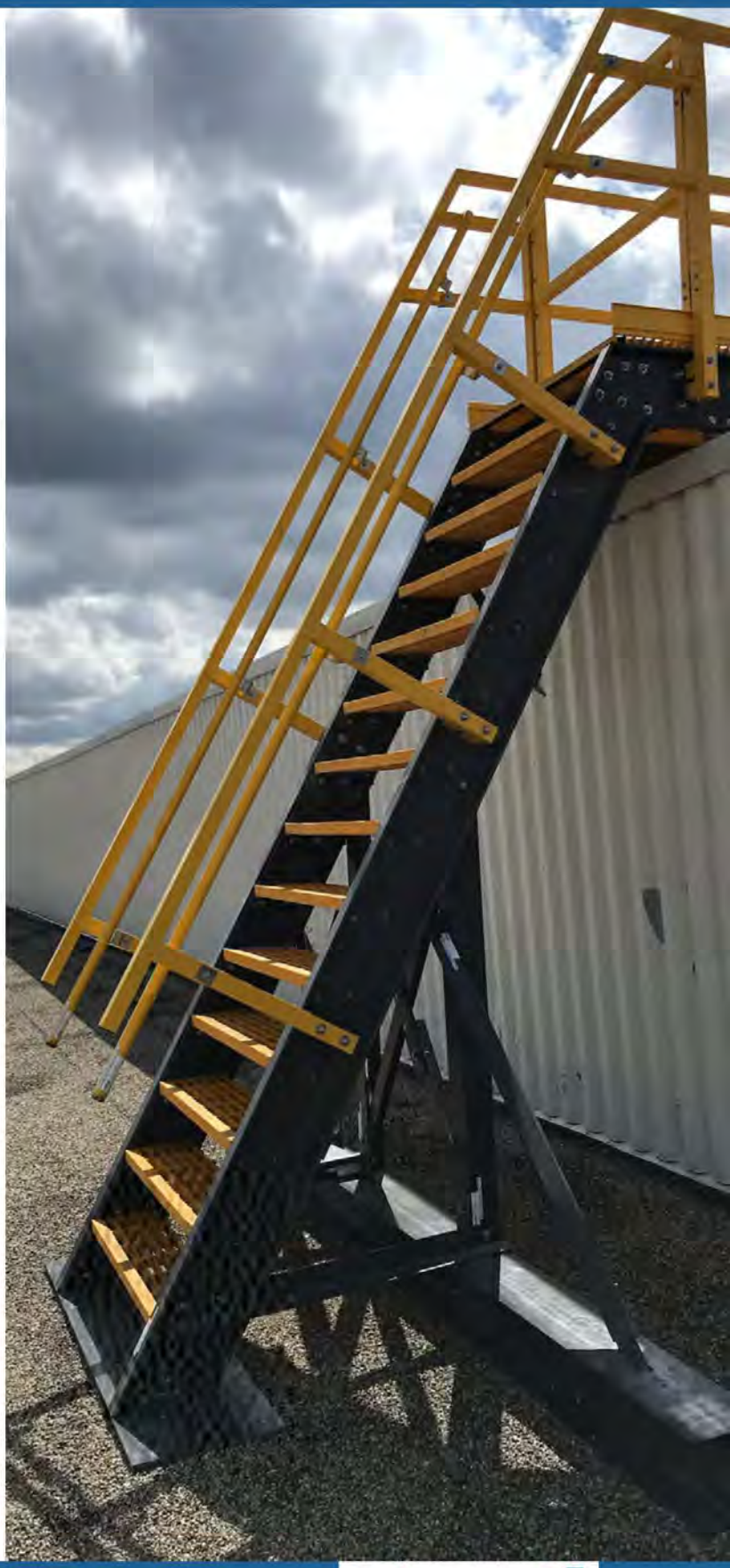
Environmental Health & Safety (EHS) Department

WTI provides a fully staffed EHS Department committed to safety—from project inception to final walk-through. A complete list of staff contact numbers is available from the corporate office to ensure ready access to all business and emergency numbers at WTI.

Full Safety Plan

A full copy of our Safety Policy Manual is available to OMNIA members upon request..





TAB 4

QUALIFICATIONS AND EXPERIENCE

REFERENCES

INCLUDES ANSWERS TO SECTION 2.c

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Tremco, originally established in 1928, along with its affiliated company, Weatherproofing Technologies, Inc. (WTI) established in 1962, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope, product sales, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group, has annual sales of over [redacted], owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International Inc., a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets generating nearly $7 billion in annual sales. RPM has been in business for 75 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest quality products and services possible in the field of roofing, sealants and coatings.

WTI, along with its affiliated company Tremco, is ISO 9001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers. We constantly look to improve our management process within our strategic planning processes through the input of our leadership, employees, and customers. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than [redacted] pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved

in the installation of Tremco products, but they are also approved to install products from other manufacturers.

WTI has expanded its service capabilities to become a full-service general contractor to all of our customers. WTI's general-contracting services include HVAC/ mechanical projects, indoor air quality solutions, asphalt paving, concrete, tile and terrazzo rehabilitation/ restoration, exterior building wall cladding systems and restoration, window systems repair and sealants, photovoltaic (PV) systems, insulated concrete forms, masonry, in addition to roofing restoration, maintenance and building envelope services. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources.

ii. Describe Offeror's reputation in the marketplace.

UNMATCHED EXPERTISE AND EXPERIENCE

WTI and Tremco service customers across all markets including retail, healthcare, educational, and local, state and federal government as well as complex industrial and manufacturing companies. OMNIA members will have peace of mind knowing that their interests will be managed by a team of experienced professionals. We deliver quality assurance with each product through trained professionals who are qualified to perform roofing and building envelope services.

We are the only building envelope services company that helps maintain all six sides of the building. From start to finish we can provide solutions for every building envelope need. From building and safety assessments through complete GC services for boots on the ground work, OMNIA members can have the peace of mind that your building assets are safe and will be well looked after for years to come.

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of all aspects of roofing and building envelope materials and services. Tremco is uniquely positioned

to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001:2015. A sampling of relevant credentials, memberships and affiliations are provided below.

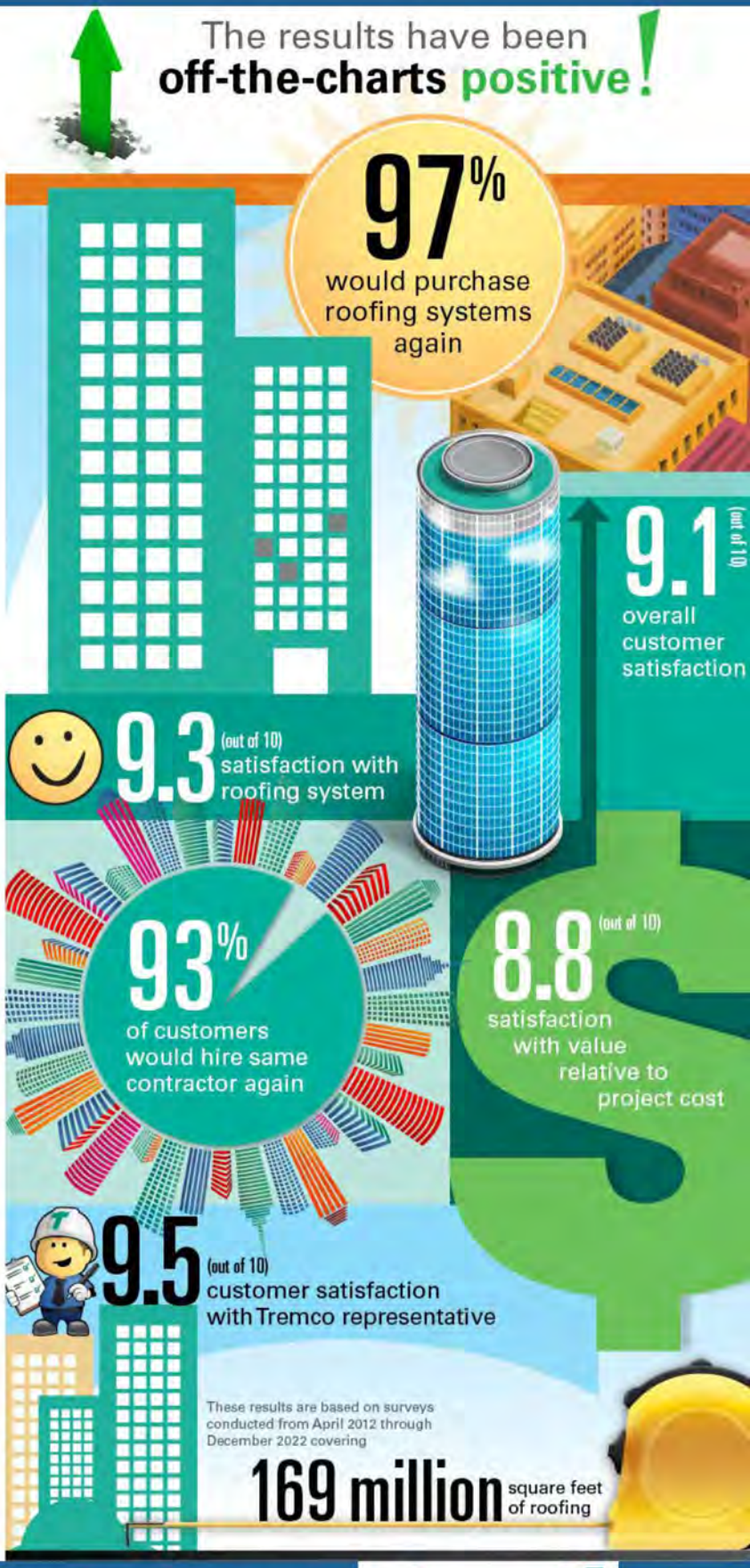
- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work

- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years. The infographic to the right shows the results from a recent survey, highlighting that 97 percent of clients would purchase from us again.

iii. Describe Offeror's reputation of products and services in the marketplace.

Tremco has unified the industry's leading building and maintenance products into one total enclosure system that allows our customers to build, restore, and maintain faster, safer, smarter and more efficiently. Our products and services are marketed to distributors, contractors and end-users spanning approximately 130 countries and territories. Tremco is known in the marketplace for offering six-sided solutions that deliver high-quality performance at the lowest possible life-cycle costs, helping to ensure peace-of-mind through long-term warranties and maintenance programs. This is accomplished through the Tremco CPG family consisting of Tremco Roofing and Building Maintenance, Weatherproofing Technologies, Inc., Dryvit Brands, Nudura brands, Willseal, Prebuck LL, Tremco Barrier Solutions, Inc., WTI/Pure Air Services, and Canam Building Envelope Specialists offerings.



OUR BUILDING ENVELOPE SERVICES

TremCare

WTI is presently managing more than [redacted] square feet of roofing across all market sectors throughout the US, Canada and Europe, using our OLI® system software. Over [redacted] square feet of our asset management programs include maintenance during their annual or bi-annual inspections.

OLI®

Our web-based On-Line Information System provides instantly obtain detailed building envelope inspection and maintenance data. OMNIA members can instantly access everything they need to know about their roofs to cost effectively manage their investments including detailed building envelope inspection and maintenance data, photos, repair recommendations, and so much more information that will improve budgeting for future building envelope needs—they decide what they want and how they want it reported. Managing even the most complex building envelope inventories is simplified with 24/7 access to detailed post-inspection information about every roof in their inventory formatted for effective analysis. Expert roof inspectors from WTI thoroughly analyze their roofs and compile historical data as well as construction and condition information to formulate an accurate picture of the state of their roofs. Whatever they need to know about their building envelope investment including a wealth of condition information, including photos; service activity; warranty and contractor information; leak history; roof construction specifics such as the type of surfacing and membrane; and so much more are right at their fingertips.

Building envelope repair

WTI can assist with maintenance issues by providing dedicated, professional crews to handle them, at terms that meet budget. Comprehensive up-front estimates, quality assurance of all materials, and dedicated personnel to handle patch and repair work to meet schedule and budget.

QUALIFICATIONS AND EXPERIENCE

Our crews can perform a variety of building envelope maintenance services and emergency and non-emergency leak repairs. Other services include flashing repair, drain and curb installations, roof cleaning and maintenance, joint sealing and air barrier. In addition, we provide indoor air quality disinfecting and sanitization solutions, as well as vertical and horizontal concrete structure repair solutions, including parking garages, walkways and decks.

Safety

Every one of our building envelope projects, no matter how large or how small, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements. That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI and Tremco have developed a comprehensive set of safety resources, with a strong emphasis on field safety training and job site audits.

All of our field advisors receive safety training, so they can manage the trouble-free delivery of our products and services. All WTI employees receive at least their OSHA 10-hour safety card. In addition, WTI ensures we continue providing this knowledge with a core of 24 Authorized OSHA Outreach Trainers with extensive building envelope experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements.

Roof component laboratory testing

TRACE (Tremco Roof Analysis Core Evaluation) offers building owners a detailed, cost-effective way to determine the composition, construction and condition of any built-up roof system. Using ASTM testing methods, our experienced lab technicians perform [redacted] tests that reveal important facts about roof composition and condition. All analyses are done at Tremco's state-of-the-

art research center, which is NVLAP (National Voluntary Laboratory Accreditation Program) accredited for bulk asbestos analysis using polarized light microscopy (NVLAP Code 200887-0). TRACE automatically includes a Tremco ACT® (Asbestos Core Testing).

Infrared moisture analysis

A visual inspection, while valuable as a guide, cannot accurately pinpoint moisture below the roof surface. A Thermocore infrared moisture analysis provides detailed thermal map of how and where hidden moisture is located. A sensitive infrared scanner is used at night to detect temperature differentials across the roof; areas over wet insulation appears warmer than surrounding areas. OMNIA members will get the data they need to make the best decisions within budget.

WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the building envelope and protect the value of the building. We understand that before the right roofing decision can be made, it is critical to know what is right for each particular roof. This requires technical information about current conditions—its membrane type and bitumen—because these technicalities can make a drastic difference in the cost of any planned roof work.

Small roofing problems can easily snowball into large, expensive issues. Our TremCare® maintenance program helps prevent premature deterioration and keeps roofing assets in top working order. With WTI's trained roofing technicians performing regularly scheduled inspections, housekeeping and maintenance, problems are uncovered and corrected early to prevent. Available for any kind of roofing system, TremCare® programs are carefully prepared and customized to suit all buildings and budgets.

Protection Under One Roof

TremCare® gives OMNIA members the ability to choose the roofing maintenance and protection program that's right for them. And with OLI®, our On-

Line Information system, we even support businesses that do not want the advantages of a TremCare® maintenance program.

Used either on its own or as the central component of TremCare® Gold and Platinum, OLI® represents the latest in web-based information management systems. OLI® can manage any combination of drawings, photos, service activity reports, budgets, warranties, lifespan projections and much more. Data is available 24/7 in a secure, password-protected area of our website.

Some customers want us only to repair leaks and not to provide other maintenance activities. These customers can take advantage of our 24-hour-a-day leak line through the Tremsource® program.

Asset Management

If OMNIA members want to manage their own roofing assets, WTI will conduct an extensive inventory of the condition of all roofs to establish immediate needs and then enter the data into OLI® for their use.

TremCare® GOLD

Since general rooftop housekeeping and preventive maintenance are equally important, WTI experts will plan and prioritize both after thoroughly inspecting the roofs. Detecting and repairing problems early saves money, reduces downtime and damage to the roof, and prevents premature deterioration. TremCare® Gold offers the following services:

- Housekeeping: WTI will remove incidental debris (leaves, branches, paper, etc.) from the roof, drains and gutters during scheduled, periodic housekeeping operations.
- Preventive Maintenance: WTI will maintain roofs in their present condition by making minor repairs to the membrane and flashing systems. Preventive maintenance is not designed to restore neglected roofs to new condition.

- 24-Hour Emergency Leak Response: OMNIA members can report leaks 24 hours a day, seven days a week, on our dedicated, toll-free hotline. The hotline logs the call for priority treatment, ensuring a fast, efficient response every time.

TremCare® PLATINUM

In addition to the services of TremCare® Gold, TremCare® Platinum takes both the worry and the costs out of leaks. Quite simply, the repairs are on us if the roof leaks.

Previously neglected roofs may require repairs or upgrades before TremCare® Platinum can be instituted. Eliminating additional costs for on-site visits to repair leaks also simplifies maintenance budgets. TremCare® Platinum is intended for non-Tremco roofing systems or Tremco roofs that are out of warranty.

Other Services

Thermocore® Roof Moisture Analysis

Provides a detailed thermal map of hidden moisture. The data can be used to focus repairs on the roof's problem areas, saving money on repair work.

TRACE® and ACT®

Can answer questions about a roof's make-up. The Tremco Roof Analysis Core Evaluation (TRACE) provides rigorous lab data on the construction, composition and condition of any built-up roofing system. ACT (Asbestos Core Testing) helps to accurately determine the exact percentage and type of asbestos found in each ply and the adhesive or mastic. ACT is included as part of a TRACE analysis.

Moisture probes are used to verify wet areas, and the results of the infrared survey are confirmed by taking core samples. Some physical testing is necessary to measure the quantity of moisture at the core site and details of the roof construction. All roof cores and moisture probes are immediately repaired with Tremco materials to ensure waterproofing continuity.

Leak Response

Water leaking into the building is not only a nuisance, it can also cause significant damage to the building and danger to visitors. WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the roof and protect the value of the building.

Roof and building assets experience abuse every day from weather, movement, modifications and traffic. As roofs age, minor problems may occur such as tears and splits in the roof membrane, and cracks and deterioration of the walls. Although these defects may not be severe, if not repaired promptly they can become major problems and lead to a large capital expense.

WTI can provide professional crews to handle these maintenance issues. Offering timely service, superior workmanship and quality materials, our dedicated repair crews are available on either a contract or time-and-materials basis to meet budgetary needs.

- Advantages Of Utilizing WTI's Maintenance Crews
- Comprehensive up-front estimates
- Quality assurance of all materials and labor
- Dedicated personnel to handle patch and repair work
- Timely scheduling of work

Our crews perform a variety of roofing and building maintenance services

Flashing Repairs and Installation

The most common reason for premature roof failure is flashing problems. Our crews will repair or replace failing flashings with reinforcement membranes designed to be compatible with your roof system.

Drain and Curb Installations

Ponding water may also cause roof deterioration. Installation of new drains may alleviate this problem.

Emergency and Non-emergency Leak Repairs

Our crews are available to quickly repair any leaks, minimizing damage to an owner's building and assets.

Annual Roof Cleaning and Maintenance

Since most manufacturers recommend that roof systems receive regular inspections and maintenance, we are available to periodically inspect and clean all roof components.

Joint Sealing

Extreme weather changes, and the daily contraction and expansion associated with them, along with age and other problems can create cracks or open joints in your parapet walls and concrete surfaces. This can allow water to infiltrate your roof and building. Our crews can make these repairs before damage becomes a problem.

The system provides

- 24/7, 365 toll-free phone reporting leaks
- OLI® access for reporting leaks
- Customized call roster for proper dispatching

On-line leak tracking system (within OLI®) that provides

- Time and date of leak call reported
- Repair start date
- Repair completion date
- Cause of leak
- Before and after photos
- Printable report
- Additional scopes of work (if required)

SKYBEAM™

Collect and Analyze Building Data from Your Roofs and Facades Quickly, Thoroughly and Cost Effectively

OMNIA members need to know if their roofs and facades are in good shape, or damaged by problems like ponding water; holes, gaps and cracks; torn membranes; soaked insulation; spalling concrete. Are they airtight, or leaking energy? Are they safe? Building owners need to really know their condition in

order to plan well. But mapping roofs and facades, difficult at best, is prohibitive if buildings are hundreds of feet tall, cover acres or are part of a campus. There was no good way to do this until now. Until SkyBEAM™ from WTI.

The Future Of Facility Mapping Takes Off

The groundbreaking SkyBEAM™ (Building Envelope Asset Mapping) system is an unmanned aerial vehicle (UAV) with interchangeable, high-resolution still and infrared (IR, or thermal) cameras that help our customers understand the exact condition of their facilities before any work begins, and afterwards to ensure that the project was properly completed.

SkyBEAM™ gathers building data quickly, thoroughly and safely. One of our tens of thousands of licensed* UAV pilots in the US and Canada will program SkyBEAM™ to fly to a specific height, do the mapping and return. SkyBEAM™ can map tall buildings without scaffolding, identifying problems that would have been virtually impossible to find before. It can map buildings with millions of square feet of roofing in a few hours, yet is cost effective enough to use with much smaller facilities.

Pinpointing Building Energy Issues

SkyBEAM™'s infrared camera detects heat variations around the roof, which often result from wet insulation retaining heat longer than dry insulation. These variations usually mean that the building is losing energy. Thermal mapping is most effective at night when the sun is not heating the building. The SkyBEAM™ pilot flies the roof in a programmed pattern, taking numerous thermal photographs that are combined into a single large image (an orthomosaic) showing the location of irregularities that require verification. Technicians can then safely verify these areas during the day for removal, replacement or further analysis. Nobody sets foot on the roof in the dark to map it.

Exceptional Reporting Clearly Shows the Building's Condition

SkyBEAM™'s detailed reporting separates it from other UAV systems and is one of its great benefits, providing actionable data to use in making building decisions.

Report Offerings Include

SkyBEAM™ Birdseye	Detailed high-resolution photos taken from straight above the roof show its condition before and after a project.
SkyBEAM™ Insights	Detailed high-resolution photos and an analysis of any damage or areas of concern, exact roof measurements and an orthomosaic image. Optional 3D modeling can be added.
SkyBEAM™ Exterior	Exterior photographs and an interactive 3D model show the façade's condition.
SkyBEAM™ IR	Roof thermal images are compiled into a comprehensive, interactive, easy to understand report that clearly and accurately shows problem areas.

All data resides in our OLI® OnLine Information system for easy access.

Nothing Else is Like SkyBEAM™

SkyBEAM™ gives accurate visual evidence about your buildings' condition, especially difficult-to-map areas. It helps to improve facility maintenance planning and budgeting, is the safest way to conduct nighttime thermal mapping, and helps technicians maximize their time as they easily locate and repair rooftop damage.

With tens of thousands of licensed pilots, the use of artificial intelligence to capture a wide range of information about facility assets and provide detailed reports, and a history that includes being the first FAA-approved UAV for nighttime commercial use, SkyBEAM™ is one more example of how Tremco Roofing's innovations can help OMNIA members.

QUALIFICATIONS AND EXPERIENCE

GENERAL CONTRACTING

With decades of experience delivering professional construction and construction management services to building owners throughout the United States, WTI understands the complex issues faced by facility managers today. Aged infrastructures, budget and time constraints, rising energy costs and rapidly evolving sustainable solutions combine to challenge high performance building goals. Only a professional construction firm with deep technical expertise and broad project management experience can deliver the breadth of services needed by building owners today.

WE OFFER OUR CUSTOMERS A COMPLETE LINE OF HIGH-PERFORMANCE ENVELOPE SOLUTIONS

- Fluid applied
- Coatings
- Built-Up
- Modified Bitumen
- Metal
- Single Ply
- Vegetated
- Photovoltaic
- Exterior Sealants
- Exterior Wall Solutions for Brick, Block, Concrete, EIFS

WTI specializes in integrated repair, restoration and retrofit services designed to help our customers improve building performance while reducing life-cycle costs. As a subsidiary of Tremco Incorporated, WTI general contracting capabilities have grown over the years from expert roof management programs to whole building solutions.

Integrated Building Repair and Restoration Services

Because buildings are complex systems, WTI's approach to facility repairs and renovation is based upon a thorough understanding of the relationship between building components. Changing one component may have repercussions throughout the building. That's why we take a holistic approach to building restoration and start with a thorough understanding of the owner's long-term goals for the building.

QUALIFICATIONS AND EXPERIENCE

The Key to Time-Saving, Quality, and Cost-Effective Roofing Projects

Maintaining the quality and control of your building envelope projects can be challenging, if not impossible, in the face of your daily responsibilities. Construction Management Services from WTI takes managing roofing projects off your plate, and puts experts in charge of the intensive, time-consuming, daily demands of administration, budgeting, scheduling, quality control and on-site supervision.

When it comes to safeguarding your building envelope investment, relying on warranties is not enough. The best protection is a properly managed project, helping building repairs to last longer and effectively lower costs per square foot per year over their extended life.

Areas of Expertise

- Roof repair, restoration, and replacement
- Facade repair and restoration
- Sustainable technologies & renewable energy solutions
- Whole building retrofits
- HVAC system upgrades
- Parking structure repair and restoration
- Asphalt paving, repair and replacement
- Interior renovation
- Facility asset management programs
- Air barrier solutions

WTI and Tremco have demonstrated their commitment to building envelope excellence by helping thousands of customers in numerous industries, maximizing their investment in their building envelope, and providing peace of mind that their building assets are performing at peak efficiency.

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years.

MY T.E.A.M.

Cost Controlled Building Life-cycle Management Maximize building durability, property value and aesthetics.

My T.E.A.M. is a flexible data-driven program designed to prioritize owner needs while cost effectively managing all aspects of building ownership.Tremco's TEAM approach will diminish building owner and facility manager risk by helping to prioritize critical repairs, reduce or eliminate accidents and surprises, while staying on schedule and controlling costs.

25% Labor savings vs. traditional methods

15% Savings on engineering services

28% Savings on materials

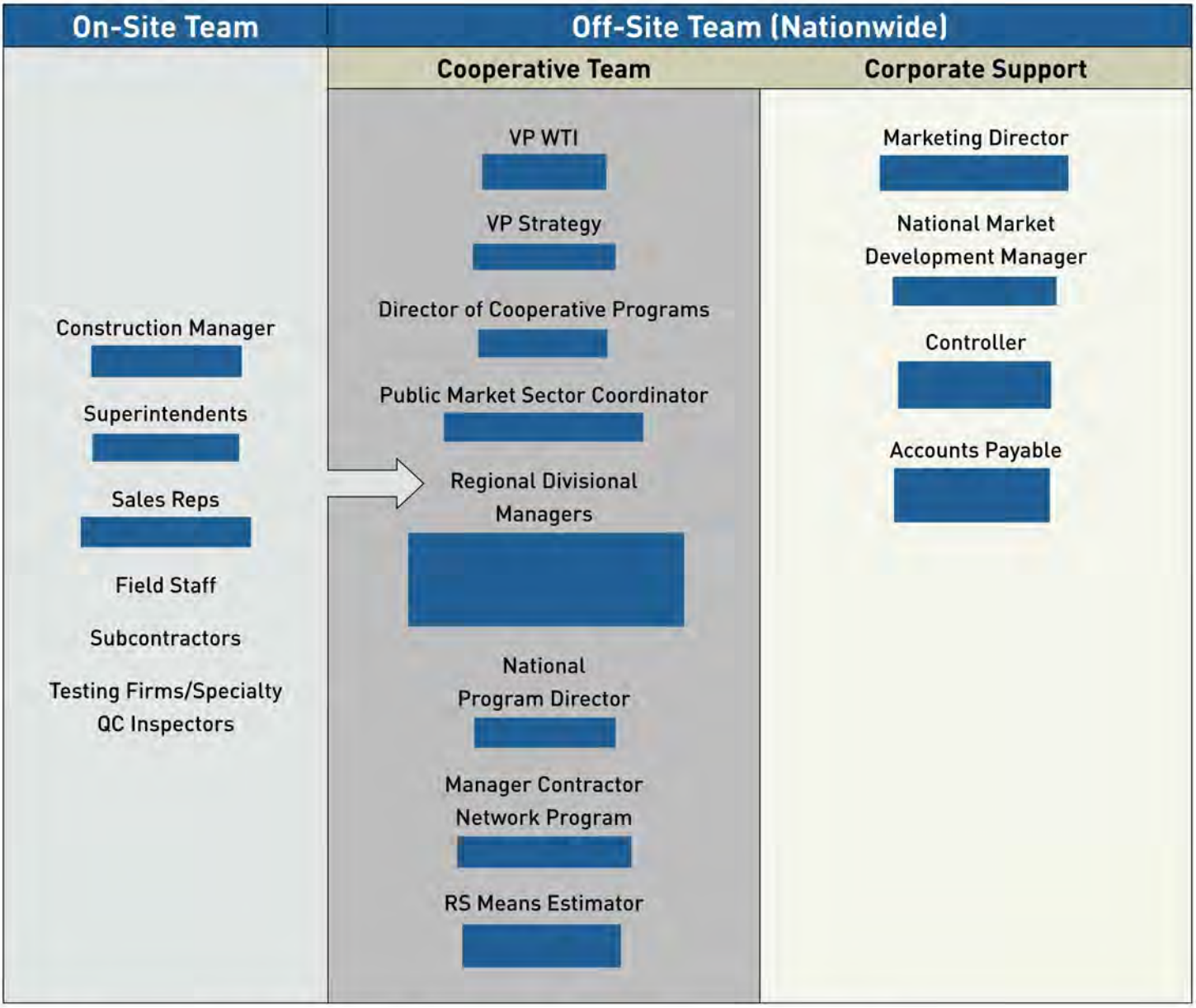
A Team Approach to Assets Management

Visual Assessment of Building Enclosure
3rd party Engineering Assessment
Consultant Network
Database of Enclosure Metrics (know what you have)
MyOLI Current Status (Green, Amber, and Red)
Thermocore® roof moisture analysis*
Trace® (Tremco Roof Analysis Core Evaluation)*
ACT® (Asbestos Core Testing)*
Multi-year budget planning
Sustainability Metrics*
Industry Best Practices sharing
GC/CM services and contract management capabilities
Procurement Contracts
Material Sourcing (performance, testing, availability)
Approved Contractor Network
System Warranties (with extension options)
TremCare Ongoing Maintenance Services
Pure AIR® Indoor Air Quality Testing and Equipment
Enclosure Testing and Energy Consulting

*as needed

iv. Describe the experience and qualification of key employees

With more than 60 years of experience, WTI is licensed in virtually every state in the nation to perform as a general contractor as well as provide roofing and building envelope services. The organization chart for the Roofing Products, Services and Job-Order-Contracting (JOC) Services contract below identifies the key positions responsible for contract implementation, marketing, and performing job orders. This organizational structure has performed for Region 4 ESC for more than 19 years and over 11 cooperative contracts, demonstrating our ability to meet the needs of public agencies nationwide.



Copies of resumes for key team members are available to OMNIA members upon request.

v. Describe Offeror's experience working with the government sector.

WTI and Tremco has an extensive and long history working with the government sector at every level: local, state, and federal. WTI and Tremco support our government sector customers with the construction industry's most comprehensive offering of roofing solutions and services, and building envelope expertise, to help keep facilities sound and watertight long into the future.

We have helped thousands of government sector customers achieve their building asset goals, many of them through our long association with OMNIA Partners.

WTI and Tremco has successfully teamed with Region 4 ESC and OMNIA to offer a cooperative contract that meets the diverse needs of public agency facility management, construction managers, maintenance staff and procurement officials.

We recognize that identifying the problem and defining the technical solution for government sector entities only solves part of the problem. WTI understands that government sector customers need to procure products and services as quickly and economically as possible, without sacrificing quality, performance, or transparency. WTI's proven history in the public sector demonstrates our ability to service this important market.

Types of Government Sector Customer

- K-12 Schools
- Higher Education
- State Vocational Schools
- State Agencies
- Cities/Municipalities
- Counties
- Housing Authorities
- Airports
- Water Districts
- Hospitals

We have worked with public agencies across the country for decades and understand their operational needs and budget challenges. And because their goals are our goals, we continually advance our own capabilities to offer a suite of solutions as customizable as they are turnkey.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete service public agencies in accordance with OMNIA contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References are available to OMNIA members upon request.

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships -Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

WTI and Tremco's Small and Minority Business alliances are designed to meet both roofing and weatherproofing needs as well as socio-economic goals. With a network of 8(a), Service Disabled Veteran-Owned, HUBZone and other roofing and general construction contractors, we provide a full range of services to our customers that meet not only "Best Value" requirements but also mandates regarding disadvantaged and underutilized small businesses.

Drawing on decades of extensive experience providing turnkey roofing, building envelope and facility management solutions to customers in government, education, healthcare and many other industries, we work to enhance business opportunities in those sectors for small and minority businesses. Whenever possible, the small and minority businesses we work with are based near project sites in order to minimize mobilization and demobilization costs. We also leverage our partners' knowledge of local working conditions, regulatory requirements and the availability of local suppliers. The program allows us to share our extensive experience and technical expertise with each small/minority business contractor, thereby ensuring the same quality workmanship that all Tremco Roofing contractors deliver.

WTI and Tremco has the unique ability to integrate quality assurance plans within each contract in order to measure the quantity, quality and timeliness of all products and services delivered. Most importantly, our combined capabilities provide a full array of services to meet the diverse needs of our government and public sector customers.

With 90+ years of experience supporting small business subcontractors, we consistently select subcontractors capable of executing the work to ensure every customer's satisfaction. Regarding this need to exceed our customer's expectations, we monitor the subcontractor's schedule on multiple job orders to eliminate risk of overloading. This initiative allows us to firmly manage subcontractors while maintaining costs and schedule. Tremco's success with women-owned, minority-owned and small business enterprises derives from treating subcontractors fairly and ensuring timely payment for services rendered.

WTI and Tremco clearly demonstrate an unwavering commitment to our entire current and fast-growing list of future subcontractors and small business partners. More specifically, the opportunities presented with this contract would help us grow our strategic small business partner alliances. WTI and Tremco are committed to making a good faith effort to ensure project management and judicious treatment of subcontractors. As such, we will make every attempt—both formally and informally—to establish and maintain an ongoing dialogue with these key contributors. Our intent is to build

strong working relationships, which are invaluable when a particular project requires a special, accelerated time frame or an extraordinary level of teamwork to meet a performance objective.

Tremco's criteria for selection of subcontractors is based on standards established by the NRCA. NRCA suggests that the contractor be a professional roofing contractor which meets or exceeds certain qualifications. Tremco has developed a Certified Contractor Program to exceed NRCA-suggested requirements as outlined below.

NRCA Requirement	Tremco Requirement
A Permanent Place of Business	
Knowledge of Roofing Systems	
Insured and Committed to Safety	
Licensed and Bonded	
Financial Stability	
Application Expertise	
Warranty	
Completed Projects	
Provisions for On-Site Supervision	
Professional Maintenance Program	

Tremco has two levels for subcontractor certification—Approved and Certified.

Approved	Certified

After being qualified as an Approved or Certified subcontractor, at a minimum, final subcontractor selection for a specific project will be based on a best value evaluation considering the following areas:

- Past performance/experience in work scope
- Availability of manpower and resources to meet project schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to project site
- Rapid response/emergency response capabilities
- Current DUNS and CAGE numbers
- Ability to provide appropriate insurance and bonding

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project. Surveillance and Performance: WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Subcontractor work is monitored for progress, quality and safety. WTI's Superintendent manages subcontractor progress for adherence to the subcontract agreement and the QC Plan. In this role, the Superintendent is monitoring each subcontractor's workload and resources against the upcoming schedule of work they are contracted to perform. The Superintendent also coordinates with the Construction Manager so that the delivery order is being constructed according to subcontract agreements and delivery-order specifications. The Superintendent conducts Weekly Status Meetings with each subcontractor's Project Manager or Foreman to review schedule, quality, safety, cleanliness, on-site professionalism, critical issues and communication. Our commitment to quick and accurate subcontractor payments benefits the subcontractors and participating agencies with improved timeliness and quality.

Scheduling

Once the Construction Manager and Superintendent determine the tasks that will be self-performed and subcontracted, they identify fast-track and long-lead items before putting the subcontracted tasks out to bid. Our bidding process includes a schedule for each scope of work that is discussed with bidders so that any scheduling conflicts are identified during the selection process. Through our subcontractor-selection process, we select quality subcontractors capable of meeting the scheduling requirements of the delivery orders. WTI then develops a preliminary schedule and timelines based on information received from subcontractors during the bidding phase. The subcontractor's final performance period and schedule are included in a signed subcontract agreement.

Subcontractors Log

WTI requires completion of a Subcontractor Log as part of each delivery order. The Superintendent will maintain and update the Subcontractor Log onsite during performance of field activities to reflect the firms involved and the tasks they perform.

Subcontractor Qualification Form

WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual delivery orders, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including the specific items below.

- Past performance/experience in work scope
- Past performance/experience for Omnia
- Availability of manpower and resources to meet delivery-order schedule
- Schedule commitment on existing delivery orders
- Location of subcontractor in relation to delivery-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

Felony Conviction Notice and Child and Sex Offender Notice

Subcontractors selected to perform on individual delivery orders will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to Omnia and/or participating agencies as required by the contract.

Subcontractor Payments

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractors. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billings requirements of the participating agency contract documents specify otherwise, and those requirements supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents o a net 30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less 10% or specified retainage

Retainage will be held until the DO has received the final inspection and has been accepted by the participating agency. We will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, Omnia members and public agencies.

ix. Provide any additional information relevant to this section.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope,

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.

LOCAL/REGIONAL CONTRACTOR SUPPORT

Each company in the Contractor Network included in the Value Add has applied, met the programs stipulated criteria, been fully vetted, and previously accepted into the program by Region 4 Education Service Center. Each has met the following pre-established selection criteria and meets and exceeds standards established by the NRCA. In addition, In-Network Contractors must also meet the additional requirements to become accepted and remain part of the Network.

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

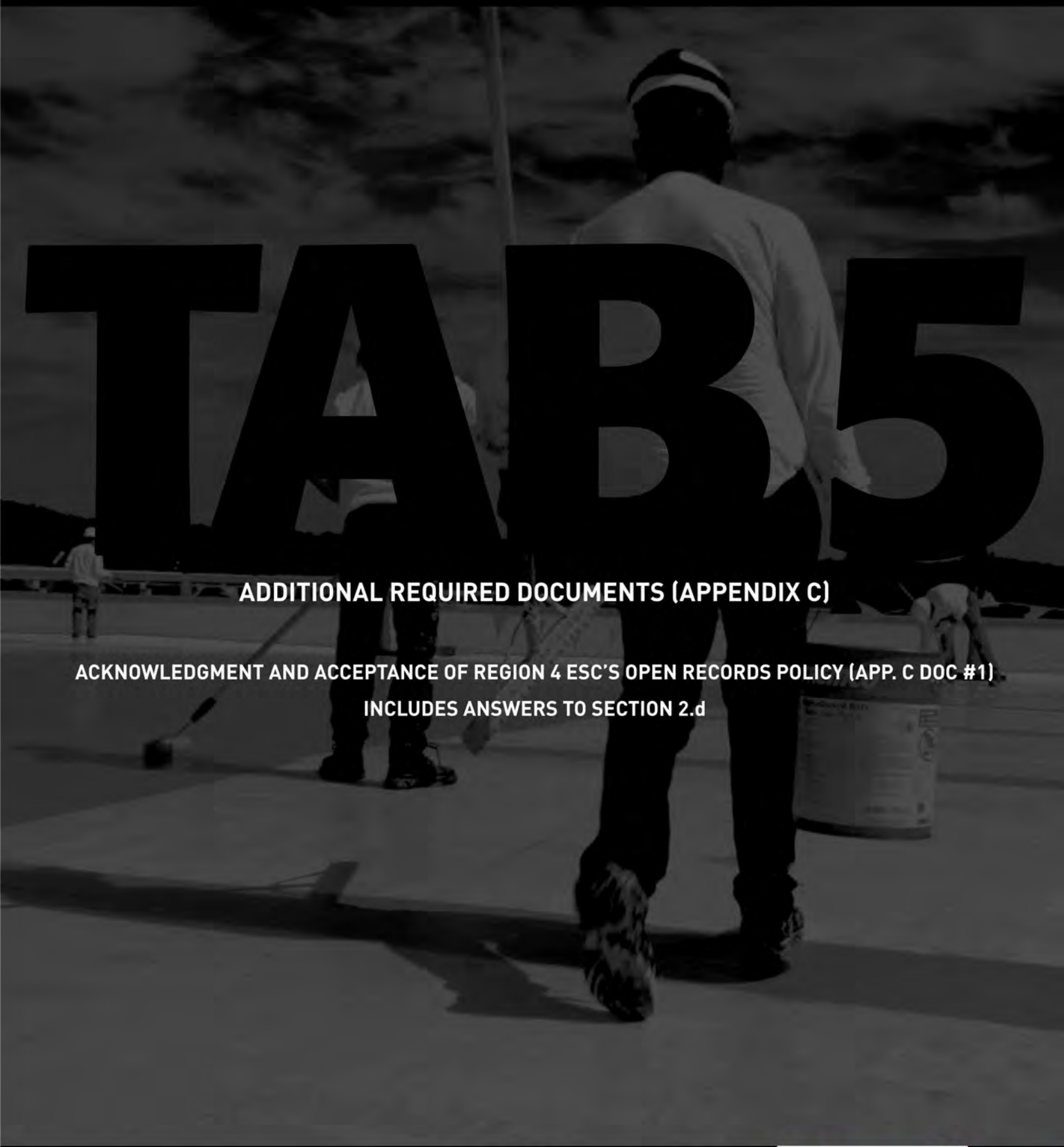
The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster was previously accepted into the program by Region 4 Education Service Center under OMNIA Contract #R180903 and will be updated in accordance with the process of adding contractors outlined above.

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

Our complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING



TAB 5

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APP. C DOC #1)

INCLUDES ANSWERS TO SECTION 2.d

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

_ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

X We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/14/2023
Date

JK Milliken/ss President
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Weatherproofing Technologies Inc.

Address 3735 Green Rd.
Beachwood, OH 44122

Phone 800-852-6013

Fax N/A

Contact

JK Milliken/ss
Signature

JK Milliken
Printed Name

President
Position with Company

Official Authorizing Proposal

Signature

Printed Name

Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

As a wholly owned subsidiary of a publicly traded business entity Weatherproofing Technologies Inc. is exempt from this form.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, J.K. Milliken, President, as an authorized representative of

Weatherproofing Technologies Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

JK Milliken/ss

Signature of Named Authorized Company Representative

6/14/2023

Date

Appendix C, DOC #5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

   a. Controlled substances; or

   b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, J.K. Milliken, President, as an authorized representative of Weatherproofing Technologies Inc., the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: JK Milliken/ss Date: 6/14/2023

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

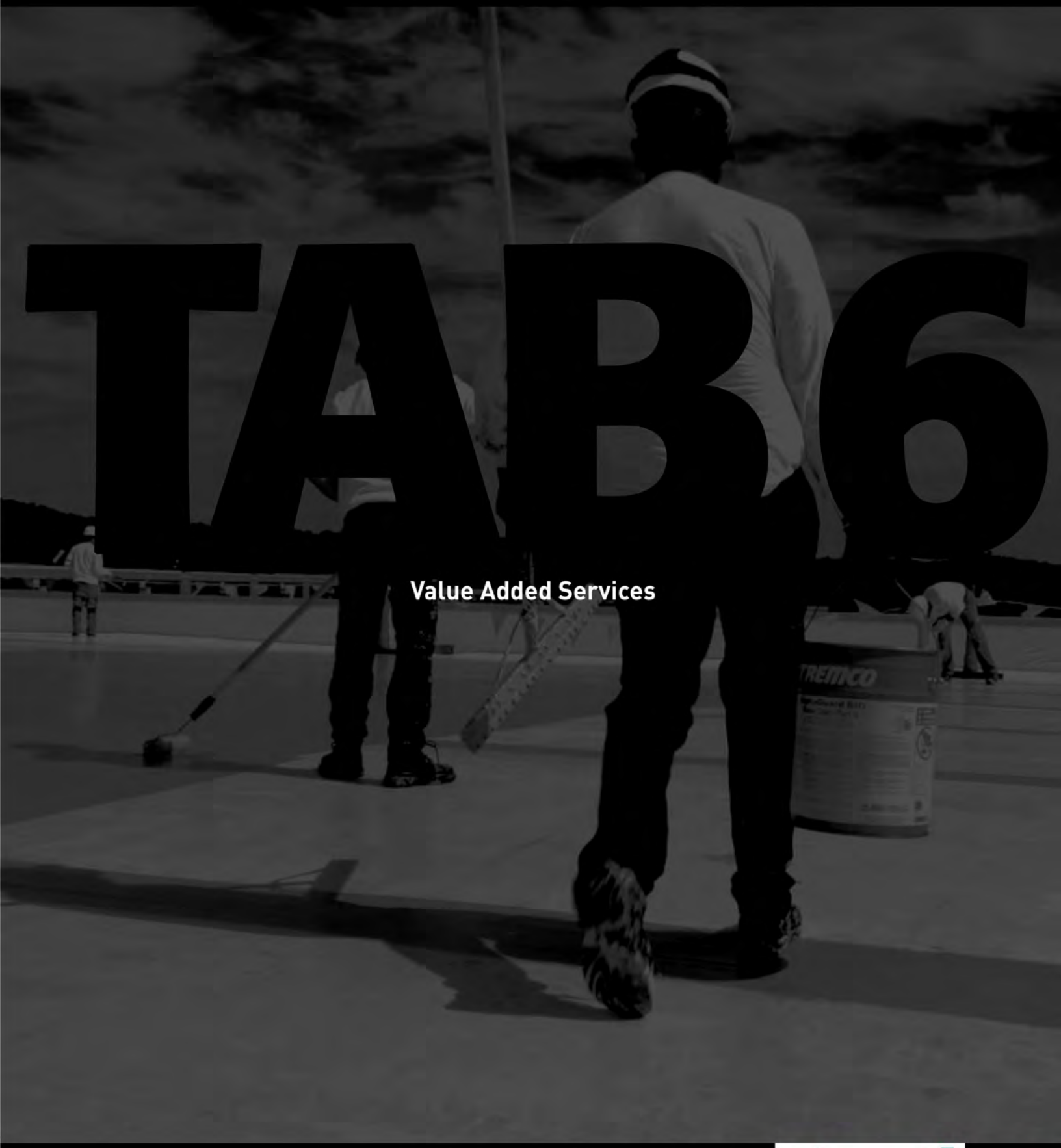
Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____



TAB 6

Value Added Services

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Acknowledged

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

WTI has a long and successful working history with OMNIA Partners and it's members. I

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Acknowledged

VALUE ADDED SERVICES

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope, restoration, and related services. Within this delivery model, WTI's parent company, Tremco, provides Program Administration to support the Contractor Network Program. This delivery model provides an opportunity to work with a growing number of public agencies that desire to work with their preferred, local, best in-class contractors, in collaboration with WTI and its parent company Tremco. This delivery model is significant in that it satisfies OMNIA's desire for a national contract for roofing products and services and JOC services while providing OMNIA's Members a valuable delivery model to utilize the OMNIA contract.

The Contractor Network allows participating agencies direct access to local, pre-qualified, best-in-class contractors. In this delivery model, Tremco provides Program Administration of the process and provides performance based and warranted technical solutions. The Contractor Network Delivery Model, like other models proposed, provides outstanding roofing performance, which is backed by warranties and maintenance agreements to provide participating agencies comprehensive roofing and building envelope asset management. Further, the Contractor Network Delivery Model will engage the design community due to its transparency and the fact that the services can be competitively proposed locally. This value-added offering along with our general contracting and material only offerings, allows OMNIA participating agencies to select the delivery model option that best suits their needs and requirements.

Key Benefits of The National Cooperative Contractor Network Delivery Model to OMNIA Partners

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.

LOCAL/REGIONAL CONTRACTOR SUPPORT

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	

Adding New Contractors to the Contractor Network

Contractor Network Resources

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

Contractor Network Roster as of June 2023

A complete copy of our contractor network list is available to OMNIA members upon request.

CONTRACTOR NETWORK PRICING

Warranties

Sample warranties are available to OMNIA members upon request

TURNKEY FALL PROTECTION SOLUTIONS BY TREMCO

Keeping You and Your Employees Safe When Rooftop Access is Required on Your Building.

At WTI and Tremco safety is the cornerstone of our business—leading with safety every day. Our robust safety culture and practices, as well as our industry-leading safety products and services offering, are designed to make your roof as safe as possible.

Our commitment to safety stems from our passion to protect a company's most valuable assets, its employees. We're all aware that building envelope services is one of the most dangerous businesses in construction, and serious workplace injuries or death change lives forever—for families, friends, as well as our coworkers.

With our commitment to having the best trained and equipped workforce in the industry, we naturally look to extend this same commitment to helping our customers possess the needed solutions and training to ensure their employees and service vendors are safe when working and accessing their roof.

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

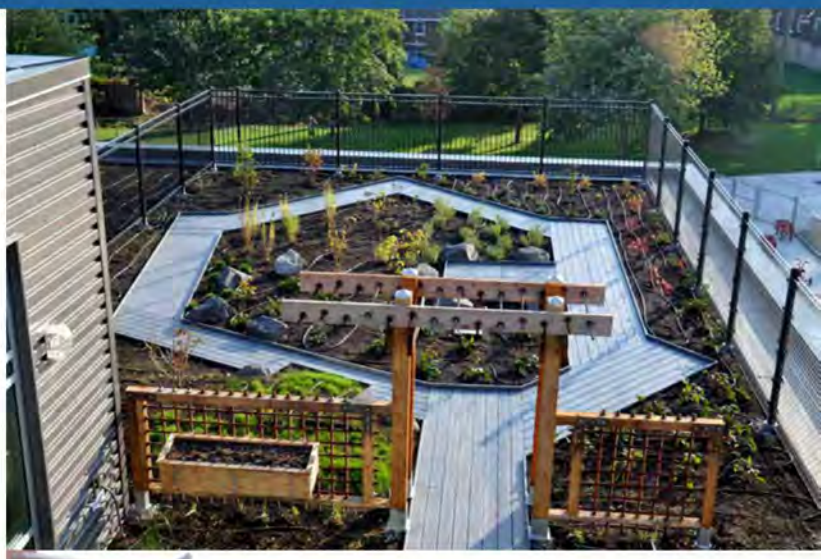
As a global company, RPM is committed to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability journey springs from our core values and comprises a more formal focus on our internal Footprint and an outward look on our Handprint - the impact of our products, services and processes on the environment.

We are particularly proud of the many RPM products, services and processes that drive sustainability by helping customers reduce their environmental impact. As we look to shape the future responsibly, we are integrating Blueprint concepts, rethinking business models, and collaborating with leading edge partners to continually improve our impact.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.



According to the Department of Energy, more than 10% of all energy use is attributed to the condition of building envelopes. If buildings leak due to faulty original construction, age, or poor envelope construction, unintentional air infiltration can result costing OMNIA members up to 40% more for heating and 15% more for cooling.

The solution is an air barrier audit to identify the leak sources and an air barrier system installation to control air leaks.

Integrated Solutions

Canam Building Envelope Specialists, part of the Tremco Construction Products Group, offers a unique combination of air barrier solutions, from testing through system installation. A leader in building envelope solutions for more than 25 years, Canam provides air barrier audits, retrofit installations and testing.

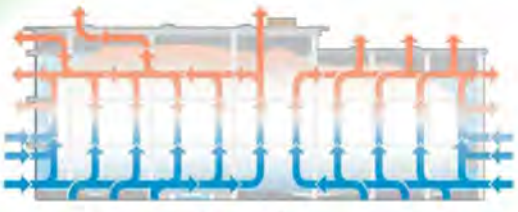
The Leak Effect

While your building may seem airtight, tiny holes may exist in parts of your building envelope. These openings, coupled with air pressure differentials, result in air leakage and higher utility bills.

Defects in building envelopes can vary dramatically due to building age, the environment, and previous maintenance. Whether it's a crack in the curtain wall or faulty weatherstripping, our experienced technicians deliver customized, proven air barrier solutions.

Reach Your Building Envelope's Full Potential

Air barrier solutions can help OMNIA members find their building's energy efficient potential. Pair energy savings with the likely increase in a building's longevity, and OMNIA members will see why "sealing the envelope" makes such good financial and environmental sense.



Stack Effect

VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS

Indoor Air Quality (IAQ) & HVAC System Testing & Restoration

IAQ has become one of the most important components to help providing a safe and healthy environment for building occupants.

Humans spend 90% of our time indoors and breathe around 3,000 gallons of air a day. Serious pollutants can cause certain allergic reactions, respiratory issues and other long-term health complications. The quality of indoor air is critical for good health.

WTI/Pure Air Controls Systems provides indoor environmental testing & evaluations, microbiological testing & analysis, and HVAC, building, and mold remediation to help improve building health and occupant well-being. From diagnostics to repair and remediation, our team of experts can tell you if your indoor air quality is at risk of being compromised and perform the work to safeguard it from the consequences of unwanted air infiltration.

The HVAC system can be viewed as the cardiovascular and respiratory system of a building. The air handler is the heart of the system since this is where outdoor air is drawn in, filtered, conditioned and mixed with return air. This "supply" air is then distributed through a network of ducts to and from areas of the building. Basic components include dampers, fans or blowers, heating and cooling coils, air filters, boilers or furnaces, compressors, and ductwork.

Routine preventive maintenance is the key to avoiding premature wear and tear on components that can lead to costly repair or early replacement. Therefore, it is critical to perform routine cleaning and do minor repairs, extending equipment life and allowing for scheduled major repairs or replacements when it has less impact on disrupting business.

VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS

We will visually evaluate your HVAC System, paying close attention to the condition of the air handler unit (AHU), evaporator coils, pan, rails, and blower. Our primary interest is to detect signs of allergens. We will also have a look at the ducts for microbial growth, dust, debris or other obstructions.

Our team of building scientists can perform tests for differential pressure across the coil, relative humidity, allergens, microbial growth, Legionella and more. Plus, both air and surface samples can be collected from the HVAC system for analysis. We also offer total air handler and system performance evaluations, including electrical usage, fan RPM, cooling output in BTU, chilled water volume usage in GPM, and smoke detector differential testing.

The laboratory at WTI will provide expert analysis. Your samples are analyzed under the supervision of PhD scientists and matched to our in-house library of over 200,000 samples (one of the largest microbial databases in the U.S.) We will qualify and quantify any allergen content found to determine the impact it might have on your facility.

You will receive a detailed yet easy to understand report, complete with photos and even a glossary. The report is photo-documented, and even contains a glossary for reference. It will help us, together, come up with a plan to remedy any issues found. The report can also be used to illustrate the gains made through remediation.

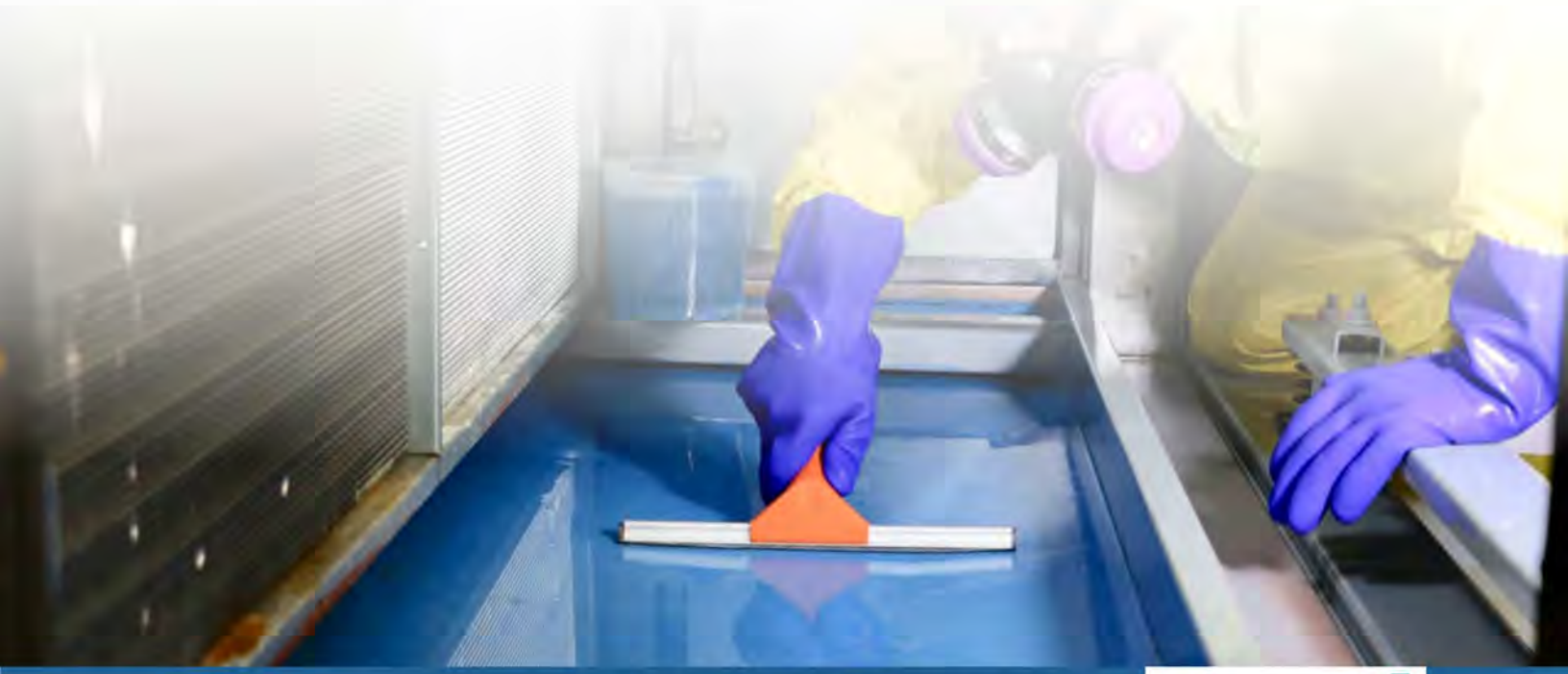
Restore for 1/10th the Cost of Total AHU Replacement

Building owners and operators are often faced with the challenges of aging HVAC equipment. It can be difficult to make the hard choice between an endless stream of maintenance calls or the capital expense of total replacement. This is especially true when there is a large inventory units being managed. Since the basic mechanical design and components of an AHU has remained the same, it can be hygienically restored with HVAC New Life™ instead of a total replacement!

HVAC New Life is an innovative hygienic restoration service that ensures a longer lifespan and optimal performance for aging HVAC system components such as:

- Air Handling Unit Cabinets
- Evaporator Coils
- Blower Motor Assemblies
- Drain Pans
- Structural Rails
- And More!

HVAC New Life combines our powerful PURE-Steam™ HVAC Hygienic cleaning with an exceptional coating and liner process to effectively restore an AHU for many years of continued service.



RoofTec, utilizing a combination of technologies in a system that truly restores commercial roofs, is a fully integrated surface preparation process that addresses the growing challenges building owners face in complying with local and national regulations on wastewater discharge. And, as part of the Tremco Construction Products Group, RoofTec can combine this industry-exclusive roof cleaning and preparation process with industry leading roof coating systems.

The RoofTec System starts with a patent pending cleaning system. Unlike traditional power washing systems, the Rooftec System uses a low emissions engine-powered system to produce heated high pressure solution. This solution is combined with EcoLogo-certified roof cleaning chemistry and delivered to roof surfaces via a rotary cleaning head that dislodges and suspends soils.

The solution is next recaptured through the rotary cleaning head by 870 cubic feet per minute of vacuum airflow created by the RoofTec Truck-mounted System. The recovered solution is then pumped for proper disposal in the facility's sewer system. This process eliminates the discharge of waste water to storm water systems.

Because its cleaning process is so effective, the RoofTec System cleans up to 70% faster than traditional power washing – that means it takes significantly less water to achieve better cleaning. This time savings also reduces the fuel consumption versus what's required to run traditional power-washing equipment.

RoofTec Systems enclosed rotary head delivers high pressure solution at 2500 RPM while greatly reducing the risk of human error in the cleaning process. Solution is delivered at a continuous, steady rate so that high pressure solution is not stationary. Unlike traditional power washing that can cause damage to roofs, the RoofTec system is safe and non-damaging. Additionally, regular use of the RoofTec cleaning system may help preserve factory warranty requirements for the roofing material.

Dirty roofs cause decreased refraction of light/heat and thus heat is absorbed into roofing materials. This reduces the insulating values engineered into roofing systems. A clean roof is a more energy efficient roof – testing of material temperatures have shown surface temperatures on a clean roof are up to 30°F cooler.

Also, the RoofTec Truck-mounted System utilizes a single power source to economically provide heated water at high pressure and vacuum recovery. Other systems need as many as three engines to accomplish the same results.

Extending the life and performance of a roof is fiscally responsible and environmentally responsible. Every year millions of pounds of roofing materials are dumped in our landfills. Disposal is not only expensive, it is avoidable. RoofTec is True Roof Restoration, a preventive maintenance system which includes a warrantied coating system from industry leader Tremco that can add up to 20 years of warrantied life to a roofing installation. Recoating is not a band-aid for the roof—it is True Roof Restoration.

Nudura® ICFs are a proven method of providing you a better alternative to traditional building methods

Buildings today demand reliable, energy efficient and eco-friendly walls that provide superior performance to minimize energy costs, reduce carbon emissions and maximize property value. Structures made of Nudura® Insulated Concrete Forms (ICFs) offer superior strength, disaster resilience, sound and fire-resistance and energy efficiency. This is why the design community, developers, builders and contractors across the world continue to choose Nudura's ICFs and insulation products as a proven alternative to traditional building methods.

Nudura® products provide the freedom and versatility to design and build projects the way they are envisioned. Designing and building with Nudura gives you the opportunity to build faster with more design flexibility, while offering an eco-friendly structure with substantial benefits that contribute to long-term energy savings. When choosing Nudura ICFs you can rest assured you have chosen the best building solution available today.

High-performance building solutions that fit your business.

We understand the needs and demands that face builders, architects and developers. Our products provide solutions to match the needs of the professionals who install, design and develop projects from residential to commercial. Our Insulated Concrete Forms and insulation systems combine design flexibility, efficiency and performance to create the ultimate building envelope solutions.

Energy-efficient insulation

Confidently meet today's building code requirements while delivering an energy-efficient building with a full line of Nudura® insulation products. Make your projects stand out with a quality insulation solution that performs consistently throughout the seasons without compromising on comfort, performance and efficiency for your clients.

Build an energy-efficient structure with insulation that works. Nudura® offers a full range of Insulated Concrete Form products from our ICF Series which are manufactured with our installer in mind. Industry leading innovations get the walls up faster and easier. Our Integrated Series completes the building envelope, giving you the ability to completely insulate from footing to roof.

Most traditional insulation types can deliver only on R-Value. Nudura® takes R-Value to the next level. The ICFMA (Insulated Concrete Form Manufactures Association) Conducted testing with CLEB Laboratories to show that ICF walls can provide up to 58%* better energy savings. The thermal mass of concrete combined with EPS Insulation makes building perform better compared to traditional products. Learn more about the CLEB report at nudura.com/icf-performance.

Sustainable Designs

Nudura® helps bring sustainable designs and Insulated Concrete Forms together. Projects specifying Nudura ICFs provide much greater potential for saving valuable environmental resources, reducing energy consumption and $C0^2$ emissions, two major factors facing today's public agency buildings. From foundations to whole structures, Nudura® has a complete library of solutions for your building design needs.

*As proven by third party testing conducted by CLEB laboratories and the Insulating Concrete Forms Manufactures Association (ICFMA).

VALUE ADD
NUDURA—ANATOMY OF A BETTER BUILDING

1

Nudura Standard Form

Nudura Standard Forms are 8' (96") in length, the largest standard block in the industry. Nudura's forms consists of two stay in place panels of Expanded Polystyrene (EPS) connected with our patented innovative hinged folding web.

2

Nudura 90° Form

The 90° form is fully reversible, eliminating the need for different right and left corners. Nudura also offers a 45° form, a radius, a taper top and all of the accessories needed to ensure the envelope of any structure can be built with Nudura.

3

Nudura Optimizer

With the Optimizer form it is easy to optimize the height of any wall. Designed to be used as a height adjuster at the top of the wall, the Optimizer allows the installer the ability to hit 17 different stack heights from 4' (1220 mm) to 12' (3600 mm).

4

Nudura One Series

The One Series is ideal for elevator shafts, stairwells and other areas that require non-combustible material.

Dryvit, part of Tremco Construction Products Group, is the manufacturer of Outsulation® systems, a high performance cladding system for commercial and residential construction, which utilizes exterior continuous insulation (CI). It is available in a number of system configurations to meet any climate or building condition and numerous durable textures and colors to complete any architect's vision. More than 1 in every 11 commercial buildings in the United States features Dryvit products on the exterior.

Dryvit has led the EIFS industry for more than four decades because of its commitment to research and development. Dryvit consistently introduces new products and systems that keep it on the leading edge of the building industry. That spirit of innovation, coupled with a rigid adherence to the highest standards in manufacturing quality and consistency, has made the Dryvit brand the unquestioned leader in the EIFS industry.

Dryvit remains the only EIFS manufacturer to have all of its five North America production facilities ISO 9001:2015 and ISO 14001:2015 certified – the Gold standard for worldwide product consistency, quality and environmental stewardship. The proven energy efficiency and green characteristics of the Dryvit Outsulation® system make it ideal in buildings where the owner and architect are seeking LEED certification for the building.

There are three costs to consider when building today; the initial construction costs, the on-going operational costs, and the increasingly important environmental costs. By all three critical measures, Dryvit Outsulation systems represent the optimal cladding solution.

A lightweight insulated brick that matches the size, appearance and texture of clay, NewBrick® from Dryvit® is a higher-performing alternative to traditional clay brick veneers. More durable than traditional brick, NewBrick offers a superior cladding solution that reduces overall wall cost and accelerates the dry-in process.

NewBrick's light weight, strength, customizability, and ease of use make it a particularly appealing way to integrate the beauty and durability of brick into your next project. NewBrick's flexibility and energy efficiency are perfect for a wide range of applications.

A SUPERIOR WALL, FROM FOUNDATION TO FINISH

Air. Water. Vapor. Thermal.

As part of the total wall system, NewBrick can include all 4 barriers when used over a Dryvit® Outsulation® system under a complete single-source warranty.

Look past the per-thousand rate—NewBrick's advantages in labor and freight costs, job duration, tool/equipment requirements and critical path can mean over 25% savings in the true total installed cost.

A Whole Wall System

As part of the whole wall system, NewBrick can include all 4 barriers when used with a Dryvit Outsulation system with a single source install and whole wall warranty.

Faster Shell Dry-In

A quicker whole wall installation means earlier shell dry-in for your building, so interior work can begin up to ten weeks ahead of schedule.

Impact Resistant

NewBrick stands up to every-day impacts—passing a Gardner Impact test at 48 in/lb with barely a mark while traditional brick broke in half.

Eliminates Supports

By eliminating the cost—and labor—for anchors, bearing shelf angles, brick ties, mortar nets and AWRB penetrations, NewBrick's whole wall savings average $15-$17 / ft^2.

Lightweight

At a fraction the weight, NewBrick cuts freight costs significantly—and is easier to handle on site, eliminating the daily need for a telehandler and additional labor to move brick on the scaffold.

Safer Jobsites

NewBrick reduces exertion and the potential for injury to laborers, and also helps minimize jobsite mishaps and material waste.

Versatile Design Capability For Any Project

NewBrick is available in 16 standard colors. Custom colors and blends are available to tailor your project's specifications. Available in four standard blends, four textures, and three effects. Or, create your own custom blend to bring your vision to life.

VALUE ADD
DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation systems have been evaluated by the National Institute for Standards and Technology (NIST) and have less environmental impact than other common claddings. They can also contribute toward achieving LEED credits, depending upon project design and location.

Outsulation systems are more cost-effective throughout their lifecycle because the manufacturing process requires less energy than other common claddings, and the lightweight composition reduces fuel costs associated with transport. After application, Outsulation systems continue to keep heating and cooling costs low for the life of the building. Visit dryvit.com for more information.

Outsulation

- Intended for use in commercial construction or over masonry
- Insulation adhered directly to substrate
- Designed as a barrier system

Outsulation Plus MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Corrugated strip or track is incorporated at the wall base
- Passive drainage

Outsulation MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Grooved insulation board facilitates moisture drainage
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered drainage

Outsulation HDCI™

- Provides a 20-year warranty on puncture resistance
- Incorporates a liquid-applied, air-and water-resistive barrier
- Corrugated strip or track is incorporated at the wall base
- Qualifies for commercial construction
- Provides a 20-year warranty on puncture resistance
- Passive drainage

Outsulation X™ System

- Features DOW® XNERGY™ Extruded Polystyrene (XPS) insulation board
- Incorporates a liquid-applied, air- and water-resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Drainage strip is incorporated at the base of the wall
- Qualifies for commercial construction
- Supplemental fasteners required
- Passive drainage

Outsulation LCMD System

- Qualifies for all construction types
- Mechanically fastened over sheet type water-resistive barriers (by others)
- Corrugated strip or track incorporated at the wall base
- Multiple drainage and attachment options available

Outsulation PE System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Closure blocks are configured to "compartmentalize" the wall for pressure equalization
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered moisture drainage and pressure equalization

Outsulation RMD System

- Intended for residential, wood framed (one and two family) construction
- Can incorporate a liquid applied air- and water-resistive barrier or sheet membrane and drainage mat
- Drainage strips or track incorporated at the base of the wall
- Multiple drainage and attachment options available

Outsulation RMD System

- Outsulation MD Securock ExoAir 430
- Outsulation Plus MD Securock ExoAir 430
- Outsulation HDCI Securock ExoAir 430
- Outsulation PE Securock ExoAir 430
- Outsulation X Securock ExoAir 430

HOW IT WORKS

Outsulation systems typically consist of the following components, as determined by code and performance requirements.

DRYVIT/TREMCO APPROVED WATER-RESISTIVE BARRIER

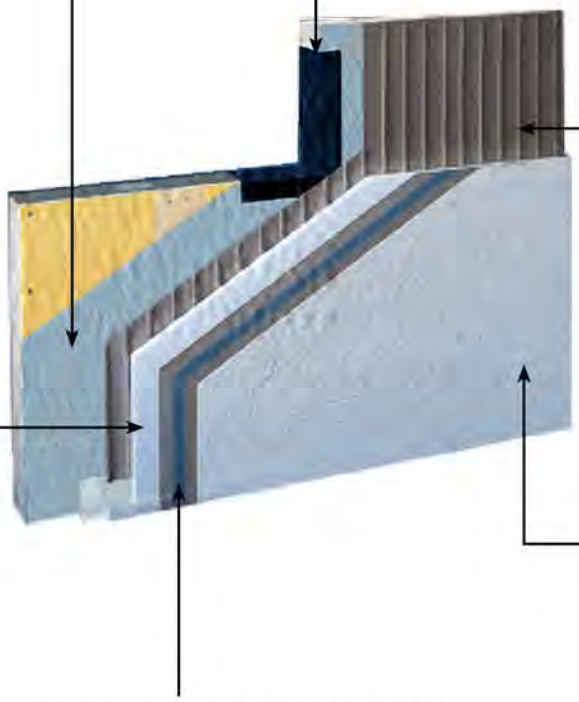
Seamlessly protects sheathing or substrate from incidental moisture and eliminates air infiltration

- Liquid-applied
- Continuous or monolithic
- Includes Backstop NTX®, Backstop NTX-VB, Securock® ExoAir® 430, ExoAir® 230

CONTINUOUS INSULATION

Absorbs expected building movement and enhances energy efficiency

- Eliminates thermal bridging in framed construction
- Meets CI requirements for all zones per ASHRAE 90.1-2010
- Available in both EPS (expanded polystyrene)and XPS (extruded polystyrene)
- Available in various thicknesses and can fully meet wall insulation requirements



BASE COAT AND REINFORCING MESH

Combine to provide the primary weather barrier and impact resistance

- Mesh embedded in base coat
- Various weights of mesh available, depending on impact resistance required

DRYVIT/TREMCO APPROVED FLASHING SYSTEM:

Seamlessly protects openings in the building envelope from moisture

- Includes AquaFlash® or Dymonic® 100

ADHESIVE / DRAINAGE MEDIUM

Vertical notches allow drainage of incidental moisture

- Adheres insulation board to the Air-and Water-Resistive Barrier\

FINISH COAT

Blend of 100 percent acrylic copolymers, natural aggregates and UV resistant pigments

- Easy to maintain
- Available in many textures and limitless color options
- Offer multiple aesthetic options
- Options for increased hydrophobicity, flexibility and mildew and fade resistance

SYSTEM OPTIONS

All Outsulation systems include adhesive, continuous insulation (CI), fiberglass mesh embedded in base coat, and finish, which are installed sequentially by a trained professional contractor as specified by the design team, and as required by code. Some Outsulation systems protect the underlying wall with an air- and water-resistive barrier under the CI, which maximizes the energy efficiency. Outsulation systems can be installed in either "barrier," "moisture drainage" or "pressure equalized" configurations, and these systems are engineered to perform in all climates and on all types of structures. On certain types of construction (high-rise) and in certain job conditions (cold weather), lift-in-place, prefabricated wall sections may provide certain benefits.

VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

Whether you're building new or renovating, Modulite prefabricated panel systems offer unique advantages over traditional field-applied construction.

Since 1970, Dryvit has offered systems and technical support for the prefabrication space using all of the Dryvit products. Modulite panelization systems incorporate all the benefits of a Dryvit Outsulation® system—including continuous insulation (CI) and beautiful aesthetic finish options to meet any design need—all fully-tested to meet existing building codes and provide extraordinary energy efficiency. Modulite panelization systems also offer the most experienced and deepest team of partner fabricators in the industry.

Why build with Modulite Prefabricated Panes?

Faster Construction Time

In-plant fabrication can reduce production time, and speed up field application of exterior cladding systems, to reduce construction schedules.

Stronger and More Resilient

Our systems are designed for maximum durability, many with service lives far surpassing that of competing systems.

Cost-Effective for the Long Term

A broad range of products can fit most project budgets — but our energy-efficiency and maintenance solutions can also help you ensure cost-effective ownership and operation for the long term.

VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

One Point of Contact

Our products and systems are backed by industry-leading warranties — all from a single point of contact. We can also help with everything from asset management to diagnostics to installer training.

Any Look You Want

A wide range of colors and finishes like brick, granite, metals, stucco and more provide maximum flexibility in your façade aesthetic.

Avoid Labor Shortage Problems

Pre-fabricated Dryvit panels can help address ongoing shortages in the skilled labor force—while simultaneously maximizing quality control.

Better Insulated

Industry-leading Outsulation® continuous insulation means efficient construction and operation, and will exceed strict energy codes for insulation.

Leading Edge Sustainability

Our building solutions help you reduce waste, and meet green building standards like Net Zero, Living Building Challenge, Passive House and more.

Fedderlite® / Fedderlite® M

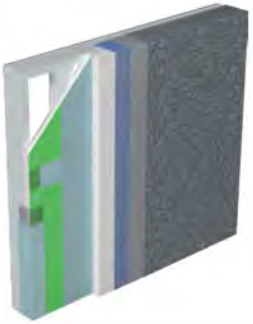
Prefabricated Exterior Wall Insulation and Finish Systems for Use over Solid Substrates

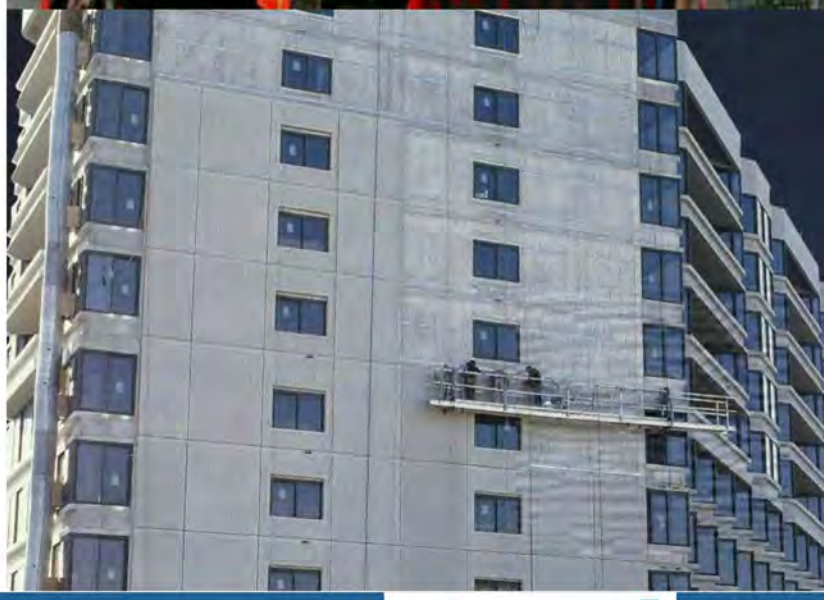
Metalite®

Prefabricated Panelization System Installed over a Proprietary Light-Gauge Metal Pan

Outsulite® / Outsulite® Exoair® 430

Industry-Leading Panel Systems with Dryvit Outsulation and an Air/Water Resistive Barrier





VALUE ADD
PREBUCK—ENGINEERED FRAMING SYSTEMS

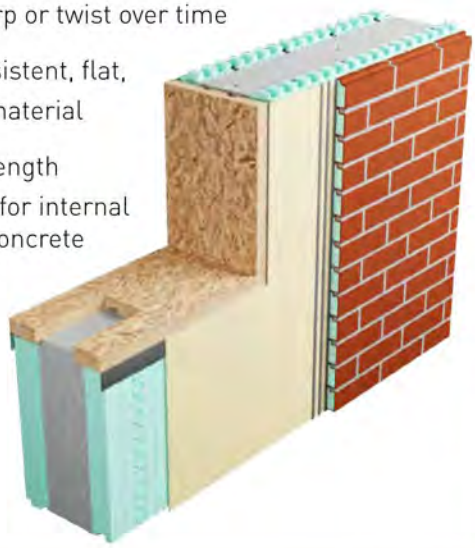
A new era has arrived. A construction revolution: strength and quality combined with speed and efficiency. Prebuck technology now offers the strongest, fastest, and smartest construction solutions available. Save time and money while building superior durability into every project.

Specifically designed for direct contact with concrete and non-corrosive to metals, Prebuck products feature TimberStrand Strandguard (LSL) engineered lumber treated with zinc borate for exceptional resistance to insects and decay. Prebuck products also feature MDI resin, the 100% waterproof bonding agent that turns to a durable plastic when cured.

Combine these quality components with Prebuck's advanced engineering and you're guaranteed the most efficient construction technology available today.

BENEFITS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

- Designed for direct contact with concrete
- Non corrosive to metals
- Resistant to insects and decay
- Will not delaminate, become spongy, or lose fastener holding strength when exposed in typical commercial construction.
- Will not cup, warp or twist over time
- Engineered consistent, flat, stable framing material
- LSL bending strength minimizes need for internal bracing before concrete pour



Parapet Cap

Prebuck engineered solutions for your parapet blocking allow the contractor to leverage the speed and efficiency of custom designed components. On new construction or renovations Prebuck solutions provides sustainable and dependable results to extend the life of your structure.

- Laser straight, will not curl, cup, or warp
- Can be installed by fewer employees saving labor costs
- Colored coded for easy placement
- Counter sunk holes to hide fasteners
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points

Window & Door Buck

Offers the contractor, owner and design community an engineered solution for punched openings. Produced with 1-½" (38 mm thick, treated Laminated Strand Lumber (LSL), Gives the rough frame of the opening stable support for glazing and finish components. A cast in place version integrates a dual keyway design to assure a secure interface from concrete to finishes.

- Self aligns on the wall for easy installation
- Will not delaminate, become spongy, or loosen fastener strength
- Colored coded for easy placement
- Will not curl, twist, cup, or warp
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified

Wet-Set Sill

Produced with 1 ½" (38 mm) thick, treated Laminated Strand Lumber (LSL) our sill solution is produced straight and stays straight. Our sill plate solution is designed to fit ICF wall widths and using our oblong countersunk holes lets the contractor set the sill plate the same day they pour the walls.

- LSL bending strength minimizes need for internal bracing before concrete poor
- Will not delaminate, become spongy, or loosen fastener strength
- Oblong countersunk opening
- Will not curl, twist, cup, or warp
- Designed for direct contact with concrete
- Non-corrosive to metals
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified

VALUE ADD
WILLSEAL—EXPANSION JOINT SYSTEMS

Willseal offers best-in-class pre-compressed and acrylic-impregnated foam products for horizontal and vertical joint applications. Tremco's industry-leading joint sealants, polyurethane-methacrylate technology, pre-formed extrusions and gun-grade foams.

With a wide variety of pre-compressed, acrylic-impregnated foams, pre-formed extrusions, monolithic Polyurethane Methacrylate and gun-grade foams, Willseal and Tremco have the ideal solution for any expansion joint or transition sealant project.

Whether you require traffic-grade horizontal, color-matched vertical, 2 to 3 hour fire-rated, seismic capabilities, waterproof, soundproof, dust-proof or airtight seals, you'll find a variety of options in the following pages.

All products, however, feature unmatched quality and durability, excellent +/- movement capabilities, and innovative, streamlined installations designed to help create safer, greener, high-performance structures. For over 110 combined years, our products have been continuously specified and installed on thousands of new construction and restoration projects worldwide.

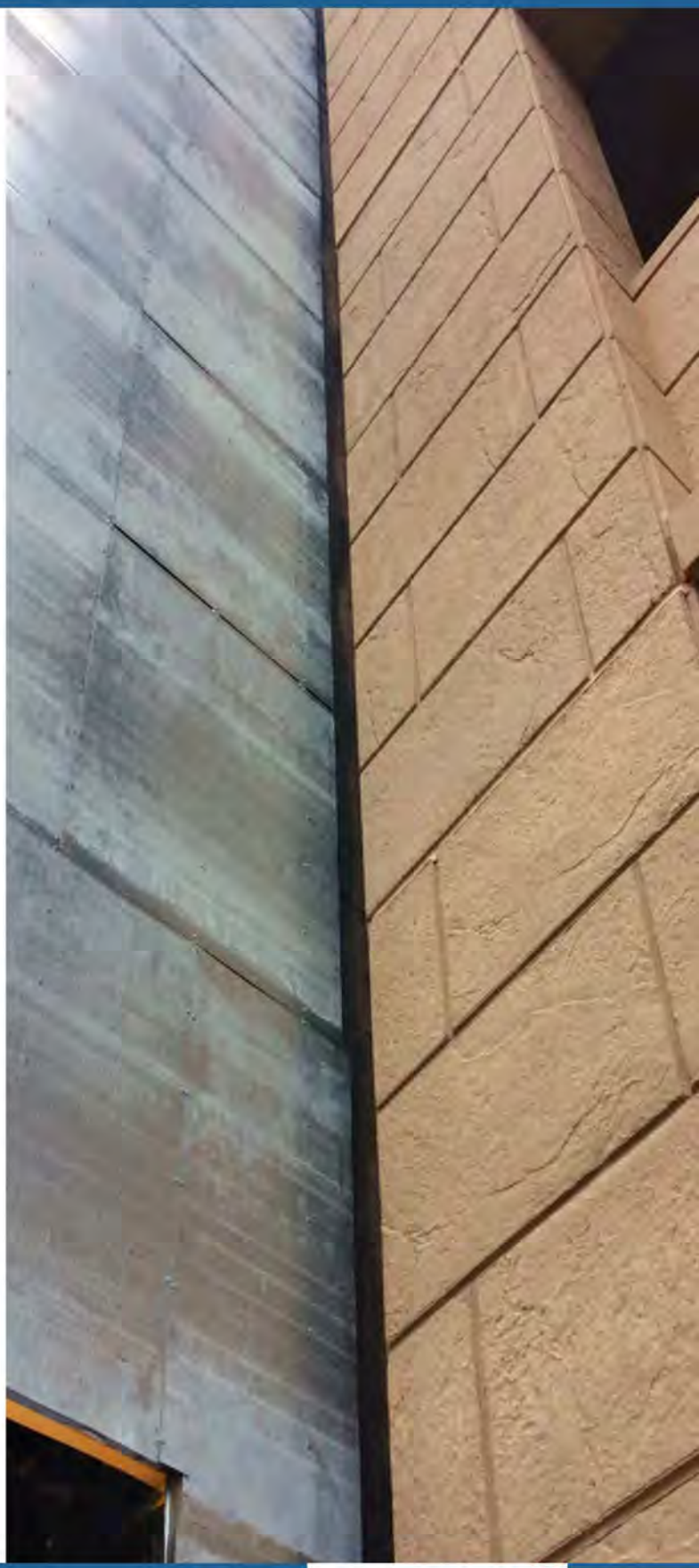
Willseal products are designed for maximum waterproofing, thermal, sound, and air-tightness to meet global passive housing standards and feature superior durability, excellent +/- movement capabilities, and streamlined installation.

MARKETS SERVED

- Commercial construction
- Industrial / manufacturing
- Educational and institutional
- Infrastructure and DOT
- Residential construction
- Stadiums and arenas
- Parking facilities
- Medical facilities
- Fire protection

JOINT APPLICATIONS:

- Traffic-grade horizontal joints
- Primary vertical joints
- Curtain walls, windows, & flashing
- Control, longitudinal and transverse joints
- Dryvit® and exterior panel system joints
- Pre-cast concrete & built-up walls
- Fire-rated joints
- Seismic, large & retrofit joints
- Below-grade applications



Stonhard, a subsidiary of our parent company RPM International, is the unprecedented leader in manufacturing and installing high performance floors. Joining form and function, our floors are the dependable go-to choice for tough manufacturing environments, while still honoring innovative design for commercial environments.

From specifications and design to final walkthrough, you work with us directly. For a century we've been delivering proven, single-source service, covering both your products and installation.

Stonhard is committed to manufacturing and installing quality, seamless products that protect, maintain and enhance industrial and commercial environments.

Quality From Start to Finish

With a century in business, Stonhard is the unprecedented leader in manufacturing and installing high performance epoxy and urethane floor, wall and lining systems.

Manufacture & Install

We work with you directly—formulating and installing long-term floor, wall and lining system solutions.

Perform & Protect

Chemical, slip, and stain resistant epoxy, urethane and MMA floors protect work environments from chemical attack, impact, abrasion, thermal cycling, along with daily wear and tear.

Define & Design

Market specific color collections, tailor-made logos, custom colors and textures that dignify great design.

Sustainability.

Green is nothing new for Stonhard. For over 30 years, Stonhard has been an innovator in sustainable products.

Since June of 2005, through recycling efforts, Stonhard has prevented 92.7% of all returned material, including discontinued and obsolete products from going into the waste stream. Stonhard's unique packaging prevents over 4.8 million one gallon pails and quart cans from being dumped into landfills annually.

OUR FACILITIES ARE GREEN

Stonhard has eliminated the use of chromic oxide (a chromium compound) as a green pigment in several Stonhard aggregate products, which has made these products environmentally friendly (non-hazardous).

NEW PRODUCT DEVELOPMENT

Over 90% of new product development and reformulation efforts have been geared to water-based urethanes or 100% solid epoxy-based chemistry. This effort not only provides safer floor and coating products to both industrial and commercial markets, it also reduces hazardous waste.

VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING

TREMfloor™ Urethane Cement: Anti-Microbial Cementitious Urethane Flooring

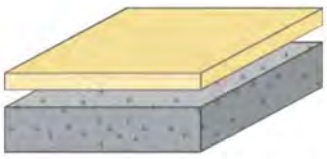
Proving that a building is able to meet a high standard of hygiene is essential in many sectors, especially contamination-sensitive settings such as the food and beverage, pharmaceutical and electronics industries.

TREMfloor™ is a leading line of Hazard Analysis and Critical Control Point (HACCP) International-certified, antimicrobial-treated cementitious urethane flooring systems for use in a wide variety of these, and other, applications.

The key aspects of TREMfloor that make it an ultra-hygienic flooring system include its seamless, impervious, highly durable nature combined with its ability to incorporate coving and stainless steel drainage. TREMfloor even includes the natural silver-ion based antibacterial agent Polygiene®, which has been proven to meet the ISO 22916 standard.

While initially designed for the food and beverage industry, many other sectors such as healthcare are turning to HACCP International-certified building materials, as they need systems that can create a highly-sanitary working environment, able to withstand difficult working conditions.

Products

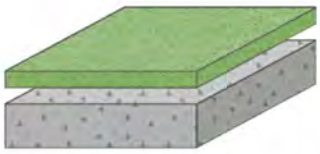


TREMfloor Urethane Cement HF (1/4")

A HACCP International certified urethane cement system with a textured semi-gloss finish, ideal for wet environments prone to spills.

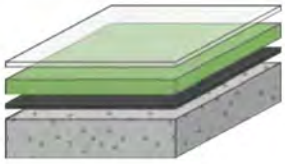
VALUE ADD

FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING



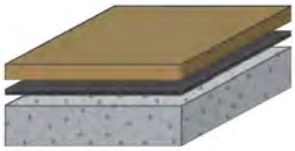
TREMfloor Urethane Cement RT (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for areas where high performance is a requirement.



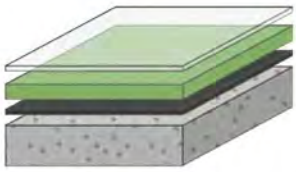
TREMfloor Urethane Cement SR (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for wet areas.



TREMfloor Urethane Cement MF (3/16")

A HACCP International certified urethane cement system with a matte finish.



TREMfloor Urethane Cement SL (1/8")

A HACCP International certified urethane cement system with a smooth matte finish. Broadcast and seal for wet areas as well.

TREMfloor Urethane Cement Cove

A HACCP certified urethane cove mortar system, for any TREMfloor™ flooring system. Provides a seamless, hygienic transition between the floor and wall.

Vulkem® EWS Traffic Coatings and TREMproof® Below-Grade Waterproofing Membranes with Tremco Polyurethane-Methacrylate (PUMA) Technology

These systems feature superior durability and abrasion resistance, exceptional crack-bridging, tenacious adhesion and fast cure — opening to traffic in as little as one hour after installation. Tremco PUMA technology systems can be applied in temperatures as low as 14°F (-10°C).

- Tremco PUMA Primer - A methyl-methacrylate (MMA), two-component primer for porous and non-porous substrates.
- TREMprime® VB - A two-component, epoxy-based solvent-free vapor barrier primer for concrete surfaces.
- Tremco PUMA Initiator+ - A reactive catalyst in the form of a white powder used to cure all resins of Vulkem® EWS and TREMproof® PUMA.
- Tremco PUMA BC - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer and retains its integrity regardless of substrate movement up to 1/16". Available in self-leveling, roller, trowel and low-modulus grade.
- Tremco PUMA Flashing - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer, and is compatible with Tremco's TREMproof® 6100.
- Tremco PUMA WC - A polyurethane-methacrylate (PUMA) wear coat, loaded with aggregate to give the system excellent impact, abrasion and chemical resistance.
- Tremco PUMA Filler Powder - A non-reactive, white, filler powder used to thicken Tremco PUMA WC.
- 16 to 20 mesh silica sand, color quartz, aluminum oxide (bauxite) - Used in conjunction with PUMA Primer, PUMA WC and PUMA TC. (Supplied by others.)
- Tremco PUMA TC - A methyl-methacrylate (MMA) top coat that offers excellent abrasion resistance, UV stability and chemical resistance system. Available in variety of colors.

Components of Vulkem® EWS traffic coating systems, and TREMproof® PUMA below-grade waterproofing systems.

HELIPAD SYSTEM

Durable Solution with Custom Color Options

Vulkem EWS is an optimal solution for helipads. Vulkem EWS is a cold-applied, traffic deck coating system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage.

DECORATIVE WATERPROOFING SYSTEM

Aesthetically Appealing Solution with Extreme Durability

Ideal for pedestrian walkways, balconies, deck and plaza common areas—can match any aesthetic with a variety of UV-stable aggregate or chips.

PEDESTRIAN SYSTEM

Stadiums, Balconies and Pool Decks

A cold-applied system ideal for stadiums, balconies and pool decks—protecting concrete below from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils, anti freeze and more.

VEHICULAR SYSTEM

Parking Structures, High-Wear Turn and Drive Lanes, Helical Turns,

The ideal system for parking structures, high-wear turn and drive lanes, helical turns, ramps and ticket spitters. Protects from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils and anti-freeze.

HYBRID SYSTEM: EWS

For Helical Turns, Ramps and Ticket Spitters

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.

HYBRID SYSTEM: URETHANE

Vulkem Urethanes for Driving Lanes and Parking Stalls

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.

THANK YOU

FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

3735 GREEN ROAD, BEACHWOOD, OH 44122
www.tremco.com

Action Request

Electronic Submission – Resolution #: 2352

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 7/2/2024

Requesting Department: WATER RESOURCES COMMISSION

Submitted By: JOE BUSH

Agenda Item: DRAIN REVOLVING FUND INCREASE

Suggested Motion:

To approve the request to allocate an additional $825,000.00 to the Department of the Water Resources Commissioner for their revolving fund. The goal is to increase the Department of Water Resources revolving fund from $175,000.00 to $1,000,000.00. Our request is to add $825,000.00 to the revolving fund from the settlement received from the Monsanto lawsuit.

Summary of Request:

Per Act 40 of 1956, as amended, Michigan Drain Code 280.301, Sec. 302, states, the revolving funds are moneys that a drain office utilizes for paying engineers or surveyors for their services in laying out a drainage district, also any necessary assistance therefor and to pay any and all other services to date for letting the drain contract, for paying members of boards of determination for services performed under this act, for necessary repairs on old drains, and also for paying drain orders that are due.

These funds are reimbursed to the revolving account each year with our annual drain assessments.

The growth of the county is the primary reason for the increased need. This growth has resulted in additional new developments, businesses, and maintenance needs for drains.
Currently our revolving fund does not sufficiently cover the yearly needs for the drains within the county.

Current situation:

- Revolving fund is $175,000, covering the cost of 86 drains
- Intercounty loan of $300,000, covering the cost of 11 drains
- Notes 58, covering the cost of 58 drains
- Remaining need for $261,140.81currently to cover 36 negative drains

With this revolving increase we would decrease the number of notes we hold by 1/3 and eliminate the need to borrow from intercounty drains

- What we can accomplish
  - Save staff time with less note planning and management = saving taxpayer money
  - Reduce the number of notes we hold = less assessments for the taxpayer by reducing interest, legal costs, and bond fees

Packet Includes

- Expenses incurred for each note for the last 5 years
  - Interest
  - Bond expenses
  - Legal expenses
- Comparison to Drain offices of similar size
- Drain code on Revolving funds
- Breakdown of staff time per note

Financial Information:

Total Cost: **N/A**	General Fund Cost: **N/A**	Included in Budget: **N/A**

If not included in Budget, recommended funding source:
N/A

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal:
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.
Goal 4: To Continually Improve the County's Organization and Services.

Administration:
Recommended by County Administrator: *6/26/2024 11:33:25 AM*

Committee/Governing/Advisory Board Approval Date:

STATE OF MICHIGAN
COUNTY OF OTTAWA
BOARD OF COMMISSIONERS

RESOLUTION

WHEREAS, Section 301 of the Michigan Drain Code, Public Act 40 of 1956, as amended ("Drain Code") allows the Board of Commissioners for the County of Ottawa to set a revolving drain fund at amount that that "said board may deem necessary;" and

WHEREAS, the current revolving drain fund is set at one hundred seventy-five thousand dollars ($175,000); and

WHEREAS, the County Board of Commissioners of the County of Ottawa wishes to increase the currently established revolving drain fund by eight hundred twenty-five thousand dollars ($825,000) utilizing the monies from the Monsanto lawsuit settlement;

WHEREAS, as a result of the increase, the revolving drain fund will be one million dollars ($1,000,000); and

WHEREAS, the revolving drain fund shall be utilized and maintained in accordance with Chapter 12 of the Drain Code, MCL 280.301-307.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Ottawa, pursuant to Section 301 of the Drain Code, that the revolving drain fund for the county is $1,000,000. This increase shall take effect on _____, 2024.

RESOLUTION approved this ____ day of _____, 2024, by the Board of Commissioners of the County of Ottawa.

MOVED:

SECONDED:

CARRIED:

I hereby certify that the above Resolution was adopted at the Ottawa County Board of Commissioners regular meeting of the ____ day of _____, 2024.

Justin F. Roebuck
Ottawa County Clerk

completion of a construction project, shall return, on a pro rata basis, surplus construction funds in excess of the amount necessary to pay for inspection, repair, and maintenance of the drain as provided in section 196 to the state transportation department for the construction, maintenance, and administration of state highways.

(4) As used in this section, "public corporation" includes a city, village, township, or county, or the state.

History: Add. 1970, Act 144, Imd. Eff. Aug. 1, 1970;—Am. 1989, Act 149, Imd. Eff. July 14, 1989.

Popular name: Act 40

CHAPTER 12.
REVOLVING FUNDS FOR DRAINS.

280.301 Revolving drain fund; creation, use.

Sec. 301. At the October session of the board of supervisors, each board shall appropriate and collect by general taxation from the taxable property within their respective counties for the purpose of creating a revolving drain fund, such sum as said board may deem necessary. Said revolving fund when so created shall be used and disposed of solely as provided in this chapter.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 90, Imd. Eff. July 24, 1969.

Popular name: Act 40

280.302 Revolving drain fund; use; intercounty drains; expenses after date of letting drain contracts.

Sec. 302. The revolving fund may be used for paying the engineer or surveyor for his services in laying out a drainage district, also any necessary assistance therefor and to pay any and all other services to the date of letting the drain contract for paying members of boards of determination for services performed under this act, for necessary repairs on old drains, and also for paying drain orders that are due not in excess of $2,000.00 if authorized by the board of supervisors. Orders drawn by the commissioner on the revolving fund may be made payable upon the performance of services herein defined. From said revolving fund may be paid the services herein mentioned on any drain or drainage district affecting more than 1 county. Such total expense is prorated among the several counties affected according to the amount apportioned to be paid by and in said counties respectively for said drain. Any and all orders for services rendered or expenses incurred after the date of letting the drain contract shall be paid in the manner prescribed in chapter 10, being sections 241 to 248.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1963, Act 215, Imd. Eff. May 17, 1963;—Am. 1963, Act 228, Eff. Sept. 6, 1963;—Am. 1967, Act 214, Imd. Eff. July 10, 1967.

Popular name: Act 40

280.303 Revolving drain fund; accounting records; reimbursement.

Sec. 303. The county treasurers shall carry as a separate account upon the books of their office a revolving fund and all accounts and items pertaining thereto. A record shall be kept of the amount of money paid from the revolving fund for the use and benefit of any particular drainage district and upon payment to the county treasurer of the taxes assessed in the particular drainage district, the county treasurer, out of the moneys received, shall transfer to the revolving fund pro rata according to the number of installments of taxes the sum expended.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 66, Imd. Eff. July 21, 1969.

Popular name: Act 40

280.304 Revolving drain fund; deposit in bank; interest.

Sec. 304. The said revolving fund shall be deposited in the bank of the county offering the highest rate of interest on daily balances, final determination to be made by the board of supervisors of the particular county, the interest so received to be paid into and become a part of said fund.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.305 Revolving drain fund; transfer to particular drain fund of moneys under former law, use.

Sec. 305. When the moneys for the revolving fund shall have been appropriated, the county treasurer shall immediately transfer back to each particular drain fund any unexpended moneys due in such fund then on hand and carried in any revolving fund by virtue of any pre-existing law, said moneys when so transferred to be used solely for the use and benefit of the particular drain for which they were raised.

© Courtesy of www.legislature.mi.gov

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.306 Revolving fund; expenditures or obligation before completion of improvement; report to county board of commissioners; apportionment.

Sec. 306. If revolving fund money has been expended or a drainage district is obligated to pay expenses for engineering, legal, or administrative services or to pay principal and interest on notes, by action of the drain commissioner, and if an improvement has not been completed after the drain commissioner's order designating a county drainage district, the entry of the first order of determination under section 72, or the filing of a petition, if a petition has been filed, whichever is later, the drain commissioner may report this fact to the county board of commissioners. If an improvement has not been completed within 5 years after the date of the drain commissioner's order designating a drainage district, the entry of the first order of determination under section 72, or the filing of a petition, if a petition has been filed and ordered abandoned, whichever is later, the drain commissioner shall report that fact to the county board of commissioners. If the sum involved is too small to justify spreading the sum over the drainage district, the county board of commissioners may order that the sum be spread against the property of the original petitioners as the commissioners consider just and equitable. Otherwise, the county board of commissioners may order that the sum be spread over the district and the drain commissioner shall apportion the sum to the parties that would have been benefited in the district as provided in chapter 7 for the purpose of permitting a review of the assessment roll as to fairness of the apportionment only.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 105, Eff. Mar. 20, 1970;—Am. 2016, Act 115, Imd. Eff. May 10, 2016.

Popular name: Act 40

280.307 Revolving fund; expenditures or obligation before completion of improvement; intercounty drainage district, apportionment; recovery of money.

Sec. 307. (1) The drainage board shall apportion the cost between counties if revolving fund money has been expended or a drainage district is obligated to pay expenses for engineering, legal, or administrative services or to pay principal and interest on notes and if any of the following apply:

(a) An improvement has not been completed within the latest of the following:

(*i*) 5 years after the date of the drainage board's order designating an intercounty drainage district under section 105.

(*ii*) 5 years after the entry of the first order of determination under section 122.

(*iii*) 2 years after the filing of a petition, if a petition has been filed and ordered abandoned.

(b) A petition to locate, establish, and construct an intercounty drain is not filed within 2 years after the date of the drainage board's order designating an intercounty drainage district.

(2) If requested by a drain commissioner feeling aggrieved by the apportionment, the board of review shall review the apportionment under section 106. The amount apportioned to each county by the board of review shall be recovered by the county as provided in section 306.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 2016, Act 115, Imd. Eff. May 10, 2016;—Am. 2018, Act 646, Eff. Mar. 28, 2019.

Popular name: Act 40

CHAPTER 13.
HIGHWAYS.

280.321 Drains in public highways; permit; release of right of way.

Sec. 321. Drains may be laid within or across the right of way of any highway, provided it shall be necessary for the county drain commissioner to obtain first a permit from the highway authority having jurisdiction. If title in fee simple be not in the highway authority, said commissioner shall also obtain a release of right of way for the purposes of such drain from the owner of the land, as provided in sections 73, 74 and 75 of this act.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.322 Drains in public highways; cost of construction; contract; maintenance, bridges or culverts to farms.

Sec. 322. When any drain crosses a highway, the necessary bridge or culvert shall be constructed on the

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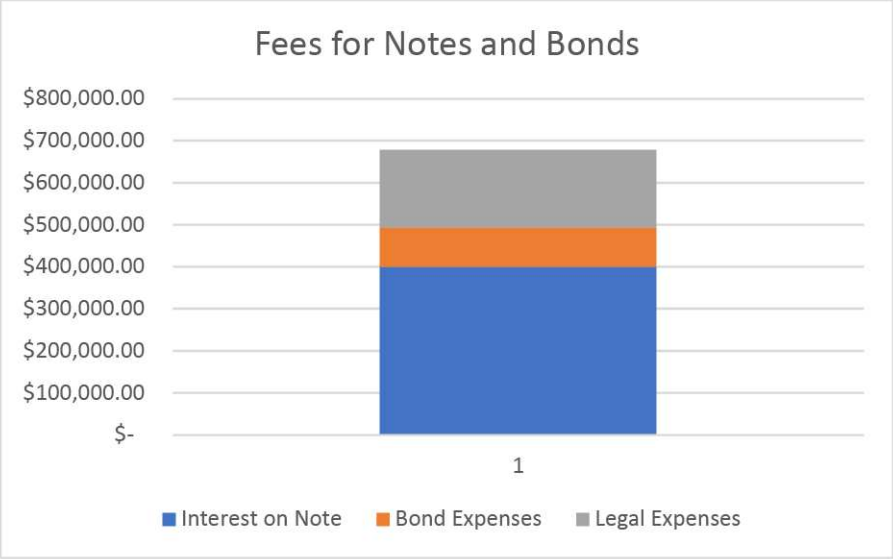
County	Number of Drains	802 Revolving	Equipment revolving	842 Lake Board revolving	How is it funded	Stipulations on how you have to pay it back	Interest
Ottawa	~1000	$ 175,000.00	63800		County General Fund	Paid back with special assessments. Resolution not contract.	0
Kent	~400	$ 1,450,000.00		$ 50,000.00	County General Fund	Paid back with special assessments. Resolution not contract. Will be sending some additional information	0
Livingston	~400	$ 525,000.00	$ 290,000.00		County General Fund	Paid back with special assesment, any interest earned stay within the funds, resolution no contract	0
Shiawassee	~543	$ 550,000.00	$ 270,000.00		County General Fund	$550,000 loan no interest; 80k of equipment fund was paid by the county	0
Kalamazoo	~350	$ 287,500.00		$ 287,500.00	County General Fund	Revolving is split with Lake boards. Limit for each drain for up to 30k if over we get a loan	0

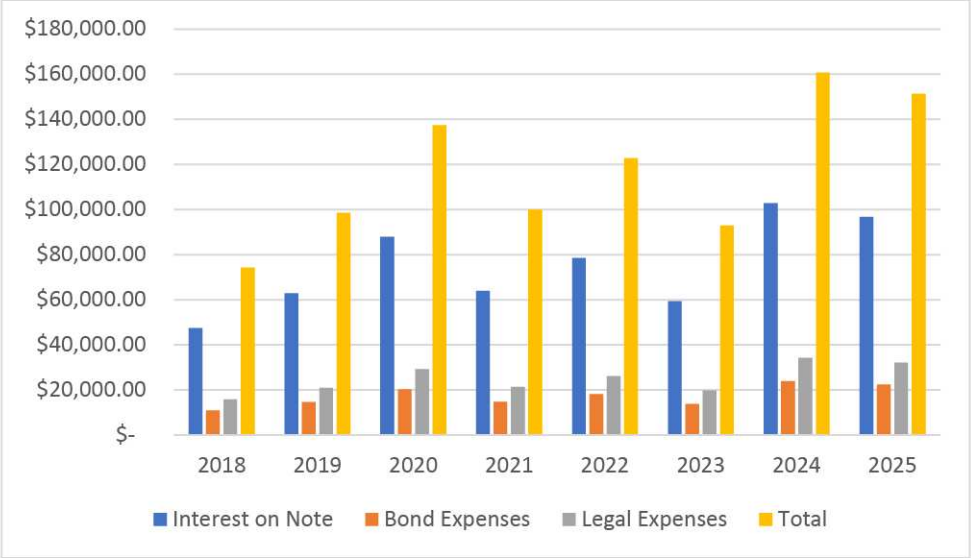
Ottawa County Water Resource Commissioner
Cost to borrow
Notes/Bonds
2018-2023

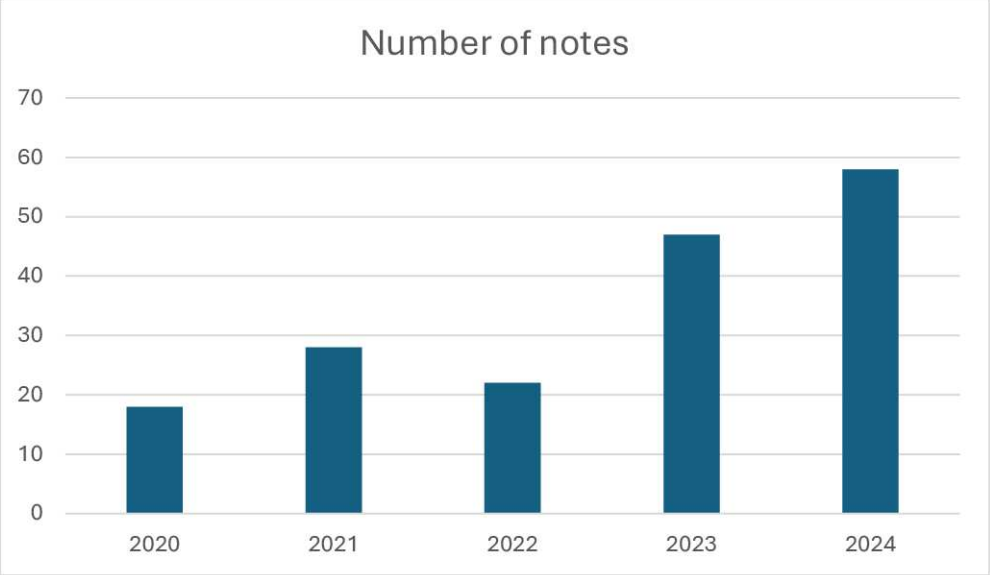
Interest on Note	Bond Expenses	Legal Expenses	Total
$ 400,179.88	$ 93,957.84	$ 184,350.80	**$ 678,488.52**

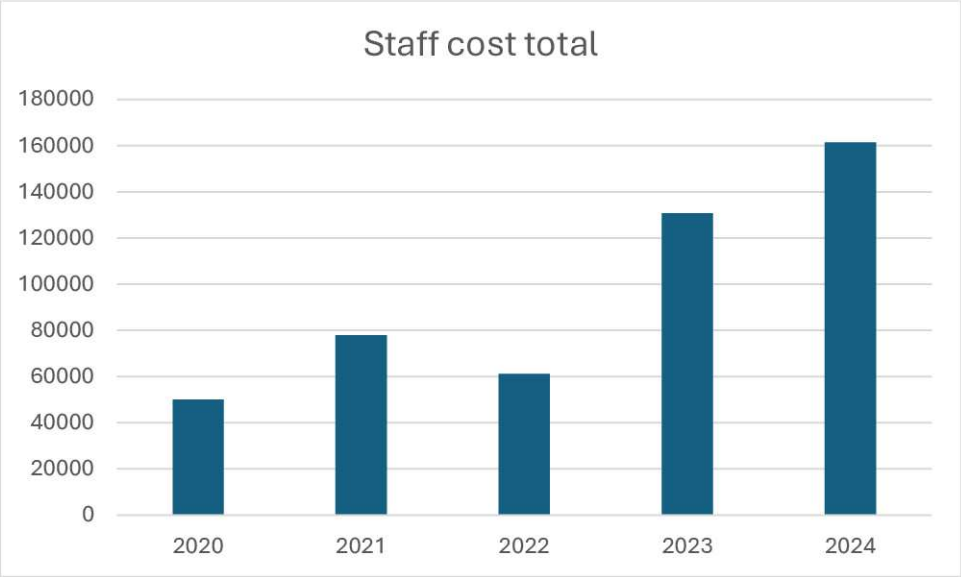


Ottawa County Water Resource Commissioner
Cost to borrow
Notes/Bonds
2018-2025

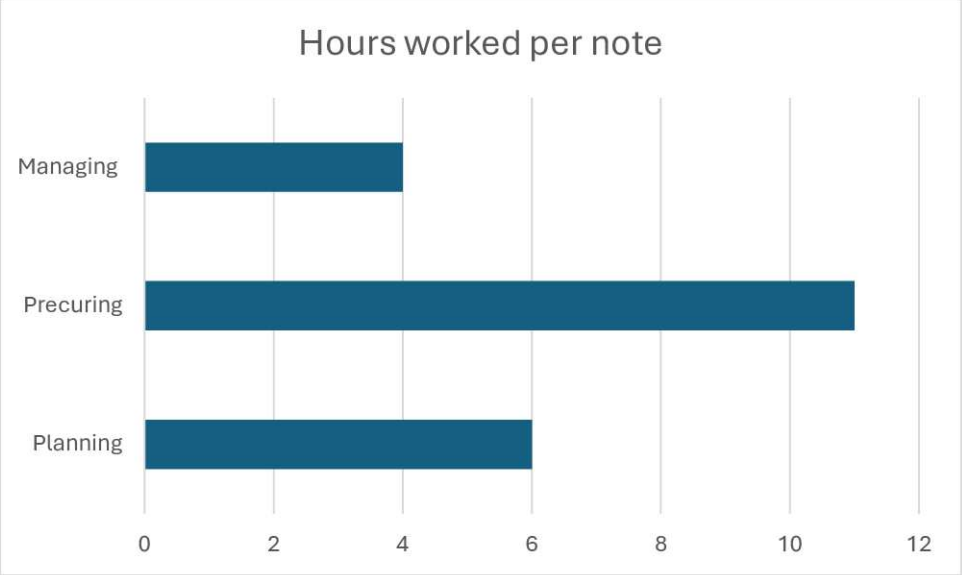
	Interest on Note	Bond Expenses	Legal Expenses	Total
2018	$ 47,467.83	$ 10,997.78	$ 15,777.56	$ 74,243.17
2019	$ 62,992.92	$ 14,594.77	$ 20,937.86	$ 98,525.55
2020	$ 87,900.95	$ 20,365.69	$ 29,216.89	$ 137,483.53
2021	$ 63,910.60	$ 14,807.39	$ 21,242.88	$ 99,960.86
2022	$ 78,510.92	$ 18,190.12	$ 26,095.79	$ 122,796.84
2023	$ 59,396.66	$ 13,761.56	$ 19,742.52	$ 92,900.73
2024	$ 102,807.00	$ 23,819.26	$ 34,171.43	$ 160,797.69
2025	$ 96,773.16	$ 22,421.28	$ 32,165.88	$ 151,360.32
	$ 599,760.04	$ 138,957.84	$ 199,350.80	**$ 938,068.68**

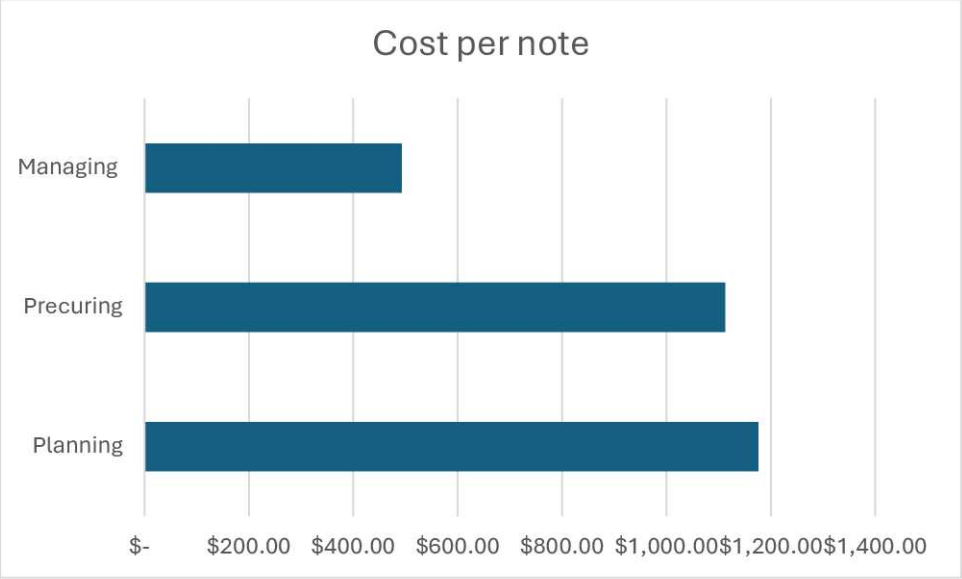






Year	Number of notes	Total Staff Cost
2020	18	$50,078.33
2021	28	$77,899.62
2022	22	$61,206.85
2023	47	$130,760.08
2024	58	$161,363.50





Task	Hours	Cost	
Planning	6	$	1,176.31
Precuring	11	$	1,112.64
Managing	4	$	493.18
Total per note		$	2,782.13

Task Definition	
Planning	Determining project costs and need for notes
Precuring	Obtaining RFP from banks, working with bond counsel, preparing necessary documentations, and finalizing note recording
Managing	Management oversite, spreadsheet management, document transfer preparation, payment processing/recording, and file management

Roles	
Planning	Commissioner, Chief Deputy, Financial Analyst
Precuring	Chief Deputy and Secretary
Managing	Chief Deputy and Financial Analyst

STATE OF MICHIGAN
COUNTY OF OTTAWA
BOARD OF COMMISSIONERS

RESOLUTION

WHEREAS, Section 301 of the Michigan Drain Code, Public Act 40 of 1956, as amended ("Drain Code") allows the Board of Commissioners for the County of Ottawa to set a revolving drain fund at amount that that "said board may deem necessary;" and

WHEREAS, the current revolving drain fund is set at one hundred seventy-five thousand dollars ($175,000); and

WHEREAS, the County Board of Commissioners of the County of Ottawa wishes to increase the currently established revolving drain fund by eight hundred twenty-five thousand dollars ($825,000) utilizing the monies from the Monsanto lawsuit settlement;

WHEREAS, as a result of the increase, the revolving drain fund will be one million dollars ($1,000,000); and

WHEREAS, the revolving drain fund shall be utilized and maintained in accordance with Chapter 12 of the Drain Code, MCL 280.301-307.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Ottawa, pursuant to Section 301 of the Drain Code, that the revolving drain fund for the county is $1,000,000. This increase shall take effect on _____, 2024.

RESOLUTION approved this ____ day of _____, 2024, by the Board of Commissioners of the County of Ottawa.

MOVED:

SECONDED:

CARRIED:

I hereby certify that the above Resolution was adopted at the Ottawa County Board of Commissioners regular meeting of the ____ day of _____, 2024.

Justin F. Roebuck
Ottawa County Clerk

completion of a construction project, shall return, on a pro rata basis, surplus construction funds in excess of the amount necessary to pay for inspection, repair, and maintenance of the drain as provided in section 196 to the state transportation department for the construction, maintenance, and administration of state highways.

(4) As used in this section, "public corporation" includes a city, village, township, or county, or the state.

History: Add. 1970, Act 144, Imd. Eff. Aug. 1, 1970;—Am. 1989, Act 149, Imd. Eff. July 14, 1989.

Popular name: Act 40

CHAPTER 12.
REVOLVING FUNDS FOR DRAINS.

280.301 Revolving drain fund; creation, use.

Sec. 301. At the October session of the board of supervisors, each board shall appropriate and collect by general taxation from the taxable property within their respective counties for the purpose of creating a revolving drain fund, such sum as said board may deem necessary. Said revolving fund when so created shall be used and disposed of solely as provided in this chapter.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 90, Imd. Eff. July 24, 1969.

Popular name: Act 40

280.302 Revolving drain fund; use; intercounty drains; expenses after date of letting drain contracts.

Sec. 302. The revolving fund may be used for paying the engineer or surveyor for his services in laying out a drainage district, also any necessary assistance therefor and to pay any and all other services to the date of letting the drain contract for paying members of boards of determination for services performed under this act, for necessary repairs on old drains, and also for paying drain orders that are due not in excess of $2,000.00 if authorized by the board of supervisors. Orders drawn by the commissioner on the revolving fund may be made payable upon the performance of services herein defined. From said revolving fund may be paid the services herein mentioned on any drain or drainage district affecting more than 1 county. Such total expense is prorated among the several counties affected according to the amount apportioned to be paid by and in said counties respectively for said drain. Any and all orders for services rendered or expenses incurred after the date of letting the drain contract shall be paid in the manner prescribed in chapter 10, being sections 241 to 248.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1963, Act 215, Imd. Eff. May 17, 1963;—Am. 1963, Act 228, Eff. Sept. 6, 1963;—Am. 1967, Act 214, Imd. Eff. July 10, 1967.

Popular name: Act 40

280.303 Revolving drain fund; accounting records; reimbursement.

Sec. 303. The county treasurers shall carry as a separate account upon the books of their office a revolving fund and all accounts and items pertaining thereto. A record shall be kept of the amount of money paid from the revolving fund for the use and benefit of any particular drainage district and upon payment to the county treasurer of the taxes assessed in the particular drainage district, the county treasurer, out of the moneys received, shall transfer to the revolving fund pro rata according to the number of installments of taxes the sum expended.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 66, Imd. Eff. July 21, 1969.

Popular name: Act 40

280.304 Revolving drain fund; deposit in bank; interest.

Sec. 304. The said revolving fund shall be deposited in the bank of the county offering the highest rate of interest on daily balances, final determination to be made by the board of supervisors of the particular county, the interest so received to be paid into and become a part of said fund.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.305 Revolving drain fund; transfer to particular drain fund of moneys under former law, use.

Sec. 305. When the moneys for the revolving fund shall have been appropriated, the county treasurer shall immediately transfer back to each particular drain fund any unexpended moneys due in such fund then on hand and carried in any revolving fund by virtue of any pre-existing law, said moneys when so transferred to be used solely for the use and benefit of the particular drain for which they were raised.

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History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.306 Revolving fund; expenditures or obligation before completion of improvement; report to county board of commissioners; apportionment.

Sec. 306. If revolving fund money has been expended or a drainage district is obligated to pay expenses for engineering, legal, or administrative services or to pay principal and interest on notes, by action of the drain commissioner, and if an improvement has not been completed after the drain commissioner's order designating a county drainage district, the entry of the first order of determination under section 72, or the filing of a petition, if a petition has been filed, whichever is later, the drain commissioner may report this fact to the county board of commissioners. If an improvement has not been completed within 5 years after the date of the drain commissioner's order designating a drainage district, the entry of the first order of determination under section 72, or the filing of a petition, if a petition has been filed and ordered abandoned, whichever is later, the drain commissioner shall report that fact to the county board of commissioners. If the sum involved is too small to justify spreading the sum over the drainage district, the county board of commissioners may order that the sum be spread against the property of the original petitioners as the commissioners consider just and equitable. Otherwise, the county board of commissioners may order that the sum be spread over the district and the drain commissioner shall apportion the sum to the parties that would have been benefited in the district as provided in chapter 7 for the purpose of permitting a review of the assessment roll as to fairness of the apportionment only.

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Popular name: Act 40

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Sec. 307. (1) The drainage board shall apportion the cost between counties if revolving fund money has been expended or a drainage district is obligated to pay expenses for engineering, legal, or administrative services or to pay principal and interest on notes and if any of the following apply:

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(*iii*) 2 years after the filing of a petition, if a petition has been filed and ordered abandoned.

(b) A petition to locate, establish, and construct an intercounty drain is not filed within 2 years after the date of the drainage board's order designating an intercounty drainage district.

(2) If requested by a drain commissioner feeling aggrieved by the apportionment, the board of review shall review the apportionment under section 106. The amount apportioned to each county by the board of review shall be recovered by the county as provided in section 306.

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Popular name: Act 40

CHAPTER 13.
HIGHWAYS.

280.321 Drains in public highways; permit; release of right of way.

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History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.322 Drains in public highways; cost of construction; contract; maintenance, bridges or culverts to farms.

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County	Number of Drains	802 Revolving	Equipment revolving	842 Lake Board revolving	How is it funded	Stipulations on how you have to pay it back	Interest
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Kent	~400	$ 1,450,000.00		$ 50,000.00	County General Fund	Paid back with special assessments. Resolution not contract. Will be sending some additional information	0
Livingston	~400	$ 525,000.00	$ 290,000.00		County General Fund	Paid back with special assesment, any interest earned stay within the funds, resolution no contract	0
Shiawassee	~543	$ 550,000.00	$ 270,000.00		County General Fund	$550,000 loan no interest; 80k of equipment fund was paid by the county	0
Kalamazoo	~350	$ 287,500.00		$ 287,500.00	County General Fund	Revolving is split with Lake boards. Limit for each drain for up to 30k if over we get a loan	0

Ottawa County Water Resource Commissioner
Cost to borrow
Notes/Bonds
2018-2023

Interest on Note	Bond Expenses	Legal Expenses	Total
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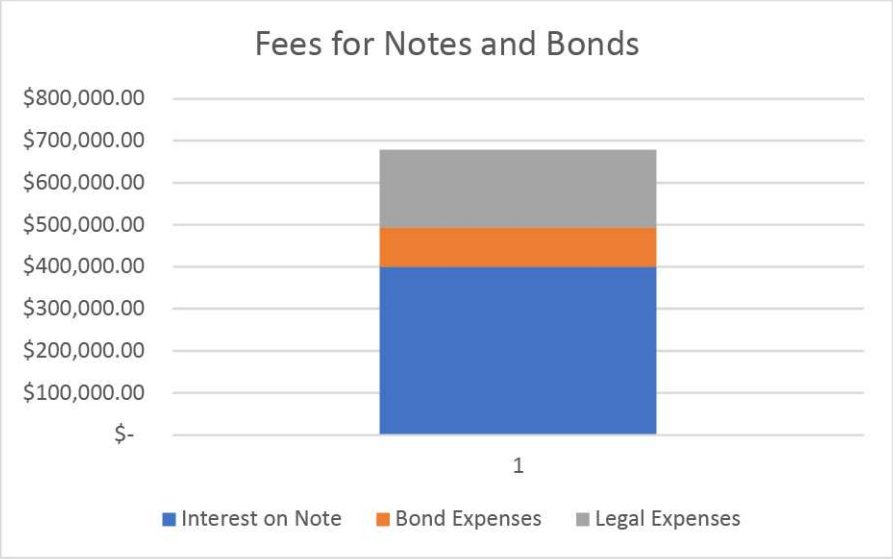

Ottawa County Water Resource Commissioner
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2018-2025

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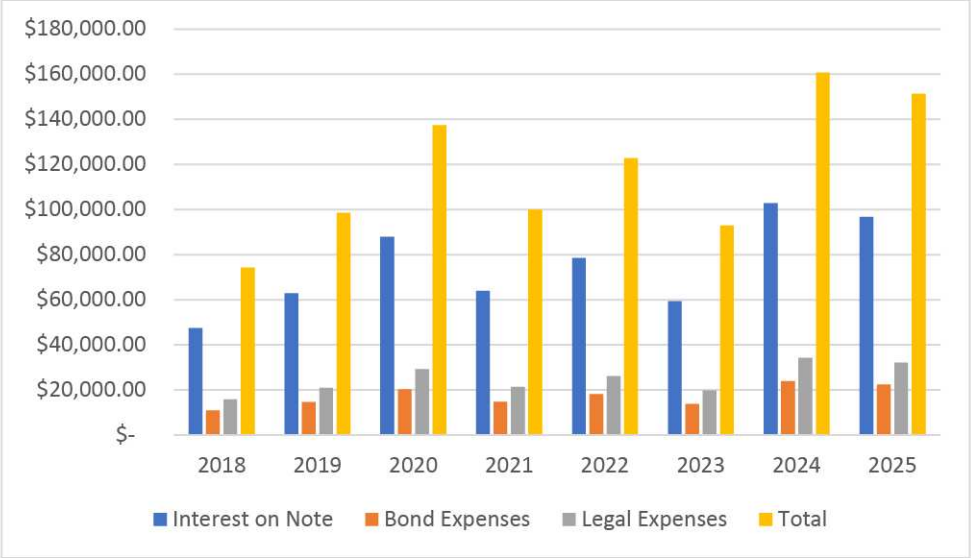
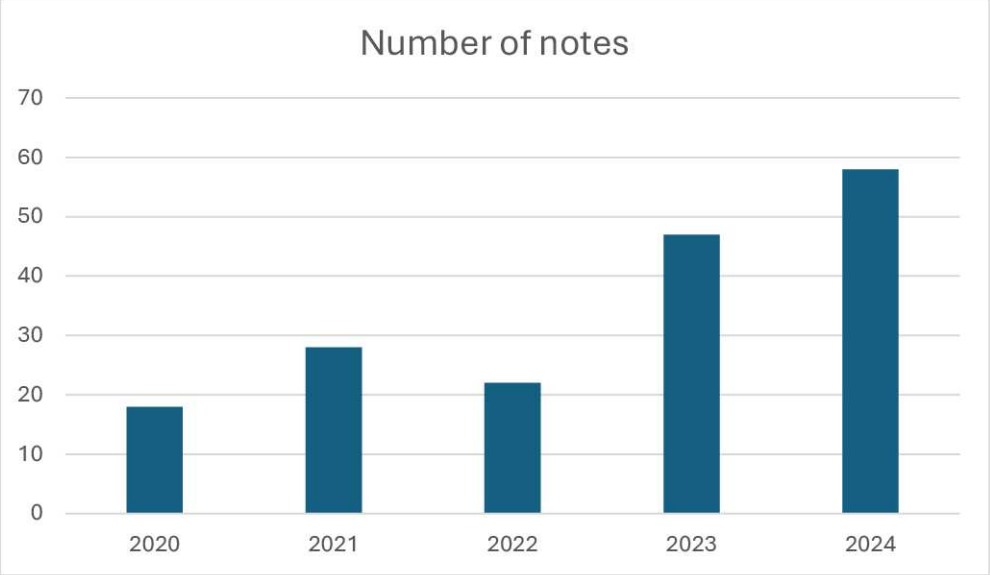
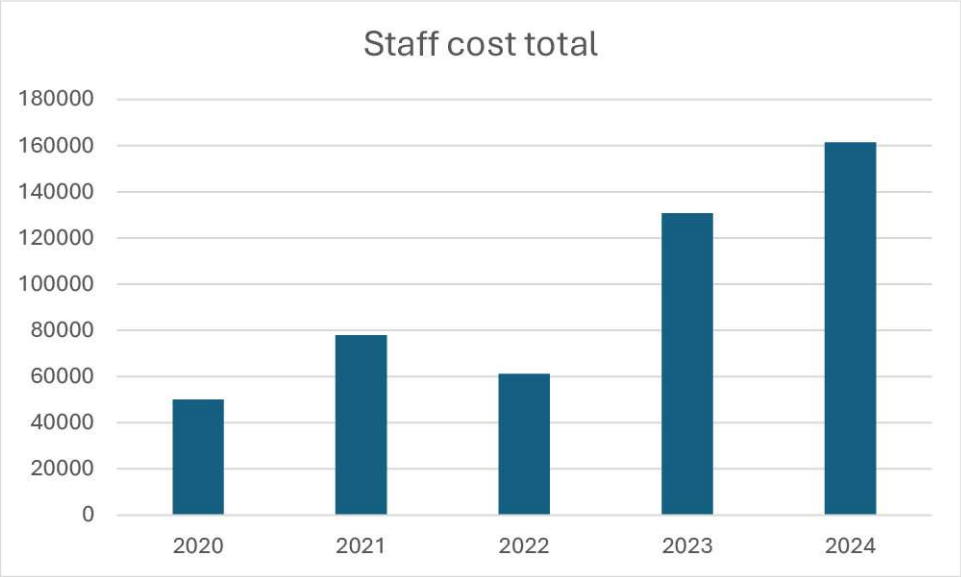
	$ 599,760.04	$ 138,957.84	$ 199,350.80	**$ 938,068.68**







Year	Number of notes	Total Staff Cost
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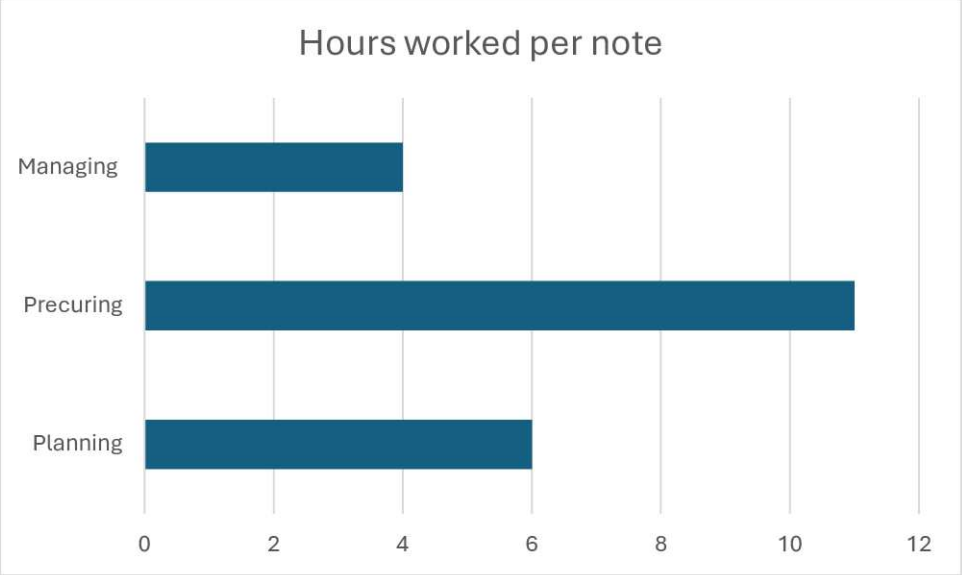

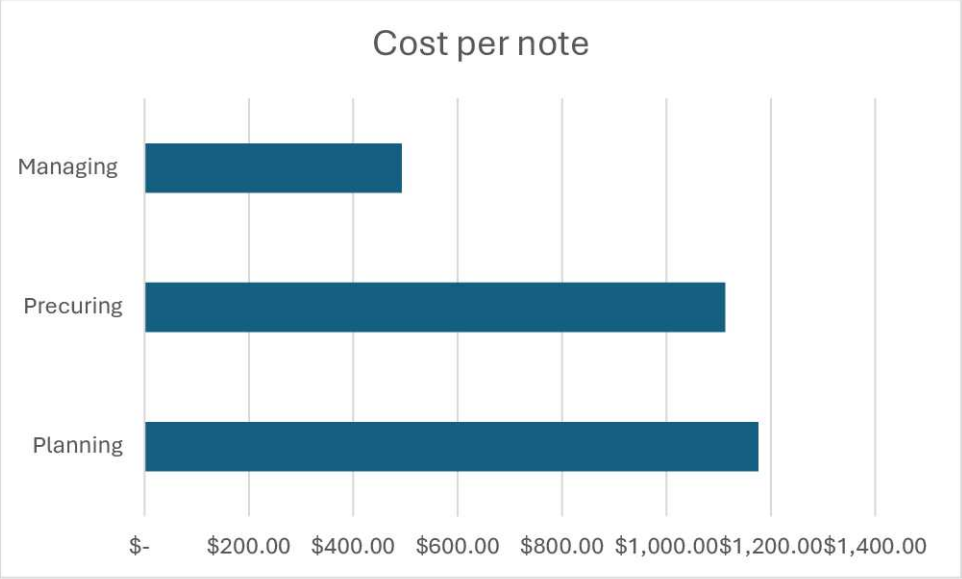

Task	Hours	Cost	
Planning	6	$	1,176.31
Precuring	11	$	1,112.64
Managing	4	$	493.18
Total per note		$	2,782.13

Task Definition	
Planning	Determining project costs and need for notes
Precuring	Obtaining RFP from banks, working with bond counsel, preparing necessary documentations, and finalizing note recording
Managing	Management oversite, spreadsheet management, document transfer preparation, payment processing/recording, and file management

Roles	
Planning	Commissioner, Chief Deputy, Financial Analyst
Precuring	Chief Deputy and Secretary
Managing	Chief Deputy and Financial Analyst

STATE OF MICHIGAN
COUNTY OF OTTAWA
BOARD OF COMMISSIONERS

RESOLUTION

WHEREAS, Section 301 of the Michigan Drain Code, Public Act 40 of 1956, as amended ("Drain Code") allows the Board of Commissioners for the County of Ottawa to set a revolving drain fund at amount that that "said board may deem necessary;" and

WHEREAS, the current revolving drain fund is set at one hundred seventy-five thousand dollars ($175,000); and

WHEREAS, the County Board of Commissioners of the County of Ottawa wishes to increase the currently established revolving drain fund by eight hundred twenty-five thousand dollars ($825,000) utilizing the monies from the Monsanto lawsuit settlement;

WHEREAS, as a result of the increase, the revolving drain fund will be one million dollars ($1,000,000); and

WHEREAS, the revolving drain fund shall be utilized and maintained in accordance with Chapter 12 of the Drain Code, MCL 280.301-307.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Ottawa, pursuant to Section 301 of the Drain Code, that the revolving drain fund for the county is $1,000,000. This increase shall take effect on _____, 2024.

RESOLUTION approved this ____ day of _____, 2024, by the Board of Commissioners of the County of Ottawa.

MOVED:

SECONDED:

CARRIED:

I hereby certify that the above Resolution was adopted at the Ottawa County Board of Commissioners regular meeting of the ____ day of _____, 2024.

Justin F. Roebuck
Ottawa County Clerk

completion of a construction project, shall return, on a pro rata basis, surplus construction funds in excess of the amount necessary to pay for inspection, repair, and maintenance of the drain as provided in section 196 to the state transportation department for the construction, maintenance, and administration of state highways.

(4) As used in this section, "public corporation" includes a city, village, township, or county, or the state.

History: Add. 1970, Act 144, Imd. Eff. Aug. 1, 1970;—Am. 1989, Act 149, Imd. Eff. July 14, 1989.

Popular name: Act 40

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REVOLVING FUNDS FOR DRAINS.

280.301 Revolving drain fund; creation, use.

Sec. 301. At the October session of the board of supervisors, each board shall appropriate and collect by general taxation from the taxable property within their respective counties for the purpose of creating a revolving drain fund, such sum as said board may deem necessary. Said revolving fund when so created shall be used and disposed of solely as provided in this chapter.

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History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1963, Act 215, Imd. Eff. May 17, 1963;—Am. 1963, Act 228, Eff. Sept. 6, 1963;—Am. 1967, Act 214, Imd. Eff. July 10, 1967.

Popular name: Act 40

280.303 Revolving drain fund; accounting records; reimbursement.

Sec. 303. The county treasurers shall carry as a separate account upon the books of their office a revolving fund and all accounts and items pertaining thereto. A record shall be kept of the amount of money paid from the revolving fund for the use and benefit of any particular drainage district and upon payment to the county treasurer of the taxes assessed in the particular drainage district, the county treasurer, out of the moneys received, shall transfer to the revolving fund pro rata according to the number of installments of taxes the sum expended.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 66, Imd. Eff. July 21, 1969.

Popular name: Act 40

280.304 Revolving drain fund; deposit in bank; interest.

Sec. 304. The said revolving fund shall be deposited in the bank of the county offering the highest rate of interest on daily balances, final determination to be made by the board of supervisors of the particular county, the interest so received to be paid into and become a part of said fund.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.305 Revolving drain fund; transfer to particular drain fund of moneys under former law, use.

Sec. 305. When the moneys for the revolving fund shall have been appropriated, the county treasurer shall immediately transfer back to each particular drain fund any unexpended moneys due in such fund then on hand and carried in any revolving fund by virtue of any pre-existing law, said moneys when so transferred to be used solely for the use and benefit of the particular drain for which they were raised.

© Courtesy of www.legislature.mi.gov

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.306 Revolving fund; expenditures or obligation before completion of improvement; report to county board of commissioners; apportionment.

Sec. 306. If revolving fund money has been expended or a drainage district is obligated to pay expenses for engineering, legal, or administrative services or to pay principal and interest on notes, by action of the drain commissioner, and if an improvement has not been completed after the drain commissioner's order designating a county drainage district, the entry of the first order of determination under section 72, or the filing of a petition, if a petition has been filed, whichever is later, the drain commissioner may report this fact to the county board of commissioners. If an improvement has not been completed within 5 years after the date of the drain commissioner's order designating a drainage district, the entry of the first order of determination under section 72, or the filing of a petition, if a petition has been filed and ordered abandoned, whichever is later, the drain commissioner shall report that fact to the county board of commissioners. If the sum involved is too small to justify spreading the sum over the drainage district, the county board of commissioners may order that the sum be spread against the property of the original petitioners as the commissioners consider just and equitable. Otherwise, the county board of commissioners may order that the sum be spread over the district and the drain commissioner shall apportion the sum to the parties that would have been benefited in the district as provided in chapter 7 for the purpose of permitting a review of the assessment roll as to fairness of the apportionment only.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 105, Eff. Mar. 20, 1970;—Am. 2016, Act 115, Imd. Eff. May 10, 2016.

Popular name: Act 40

280.307 Revolving fund; expenditures or obligation before completion of improvement; intercounty drainage district, apportionment; recovery of money.

Sec. 307. (1) The drainage board shall apportion the cost between counties if revolving fund money has been expended or a drainage district is obligated to pay expenses for engineering, legal, or administrative services or to pay principal and interest on notes and if any of the following apply:

(a) An improvement has not been completed within the latest of the following:

(*i*) 5 years after the date of the drainage board's order designating an intercounty drainage district under section 105.

(*ii*) 5 years after the entry of the first order of determination under section 122.

(*iii*) 2 years after the filing of a petition, if a petition has been filed and ordered abandoned.

(b) A petition to locate, establish, and construct an intercounty drain is not filed within 2 years after the date of the drainage board's order designating an intercounty drainage district.

(2) If requested by a drain commissioner feeling aggrieved by the apportionment, the board of review shall review the apportionment under section 106. The amount apportioned to each county by the board of review shall be recovered by the county as provided in section 306.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 2016, Act 115, Imd. Eff. May 10, 2016;—Am. 2018, Act 646, Eff. Mar. 28, 2019.

Popular name: Act 40

CHAPTER 13.
HIGHWAYS.

280.321 Drains in public highways; permit; release of right of way.

Sec. 321. Drains may be laid within or across the right of way of any highway, provided it shall be necessary for the county drain commissioner to obtain first a permit from the highway authority having jurisdiction. If title in fee simple be not in the highway authority, said commissioner shall also obtain a release of right of way for the purposes of such drain from the owner of the land, as provided in sections 73, 74 and 75 of this act.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.322 Drains in public highways; cost of construction; contract; maintenance, bridges or culverts to farms.

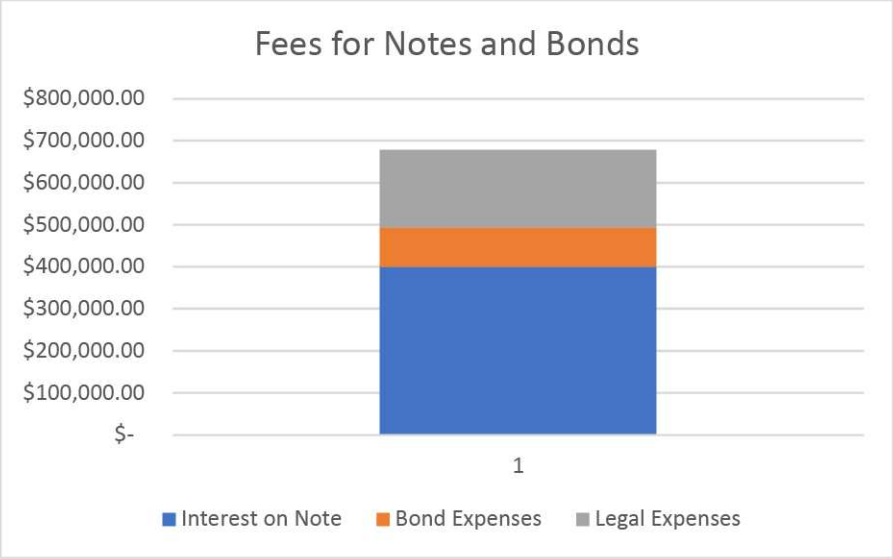
Sec. 322. When any drain crosses a highway, the necessary bridge or culvert shall be constructed on the

© Courtesy of www.legislature.mi.gov

County	Number of Drains	802 Revolving	Equipment revolving	842 Lake Board revolving	How is it funded	Stipulations on how you have to pay it back	Interest
Ottawa	~1000	$ 175,000.00	63800		County General Fund	Paid back with special assessments. Resolution not contract.	0
Kent	~400	$ 1,450,000.00		$ 50,000.00	County General Fund	Paid back with special assessments. Resolution not contract. Will be sending some additional information	0
Livingston	~400	$ 525,000.00	$ 290,000.00		County General Fund	Paid back with special assesment, any interest earned stay within the funds, resolution no contract	0
Shiawassee	~543	$ 550,000.00	$ 270,000.00		County General Fund	$550,000 loan no interest; 80k of equipment fund was paid by the county	0
Kalamazoo	~350	$ 287,500.00		$ 287,500.00	County General Fund	Revolving is split with Lake boards. Limit for each drain for up to 30k if over we get a loan	0

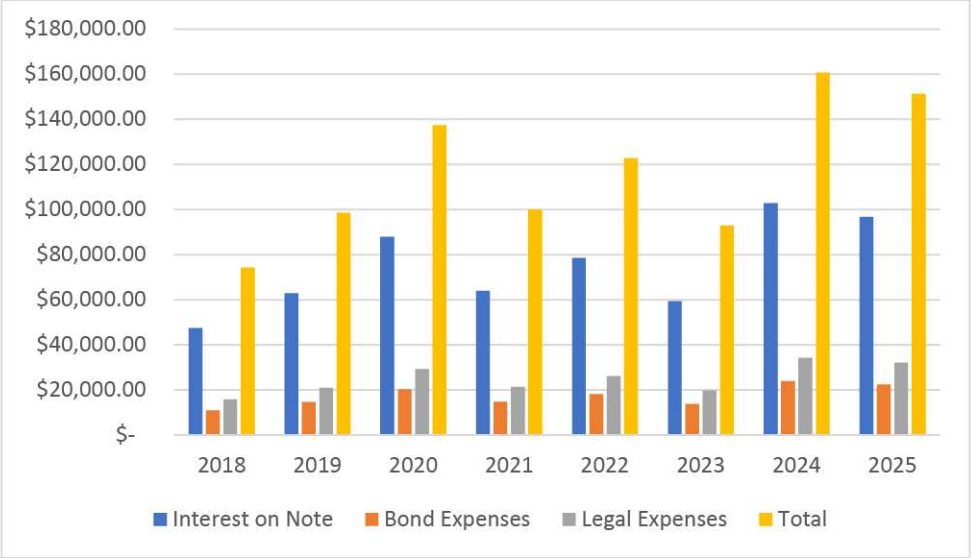
Ottawa County Water Resource Commissioner
Cost to borrow
Notes/Bonds
2018-2023

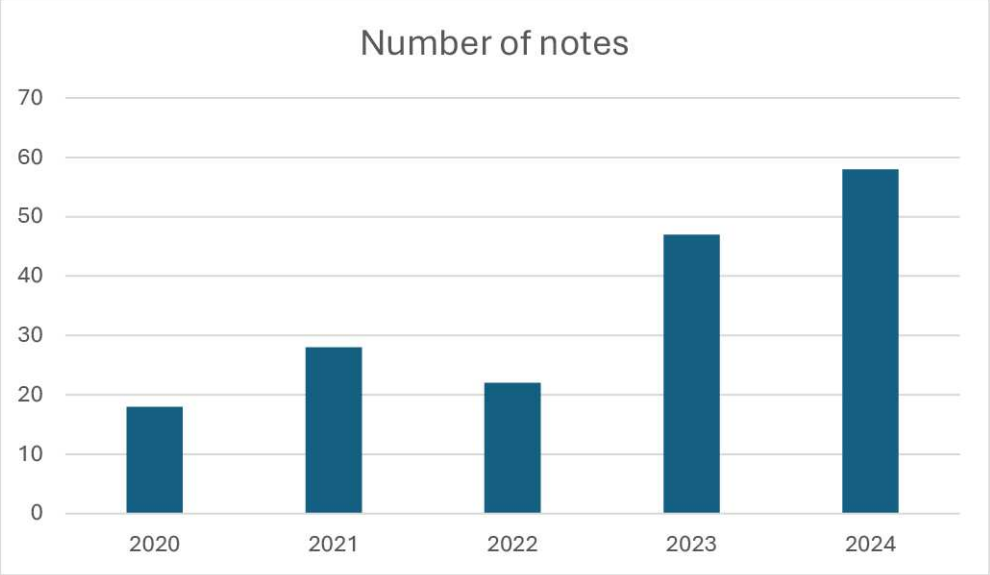
Interest on Note	Bond Expenses	Legal Expenses	Total
$ 400,179.88	$ 93,957.84	$ 184,350.80	**$ 678,488.52**

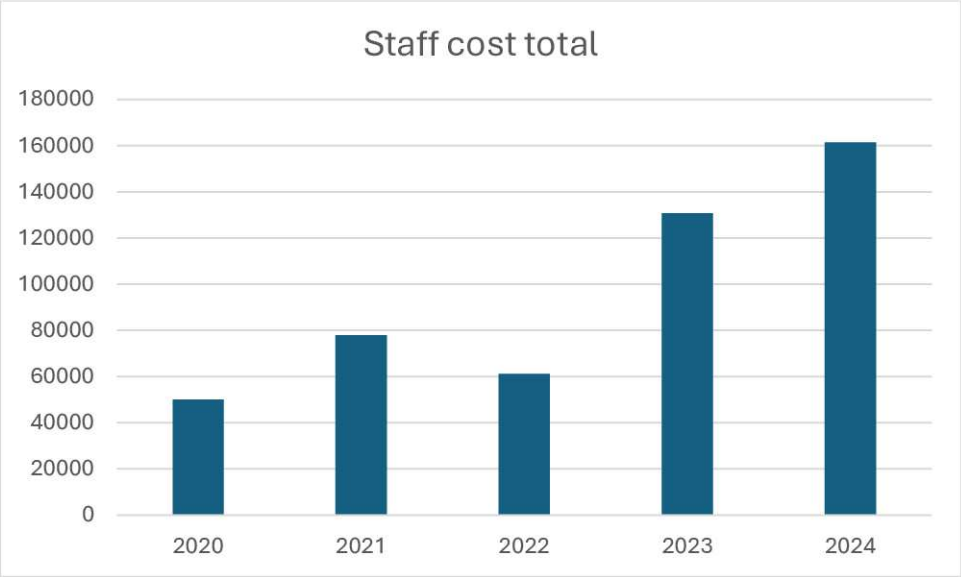


Ottawa County Water Resource Commissioner
Cost to borrow
Notes/Bonds
2018-2025

	Interest on Note	Bond Expenses	Legal Expenses	Total
2018	$ 47,467.83	$ 10,997.78	$ 15,777.56	$ 74,243.17
2019	$ 62,992.92	$ 14,594.77	$ 20,937.86	$ 98,525.55
2020	$ 87,900.95	$ 20,365.69	$ 29,216.89	$ 137,483.53
2021	$ 63,910.60	$ 14,807.39	$ 21,242.88	$ 99,960.86
2022	$ 78,510.92	$ 18,190.12	$ 26,095.79	$ 122,796.84
2023	$ 59,396.66	$ 13,761.56	$ 19,742.52	$ 92,900.73
2024	$ 102,807.00	$ 23,819.26	$ 34,171.43	$ 160,797.69
2025	$ 96,773.16	$ 22,421.28	$ 32,165.88	$ 151,360.32
	$ 599,760.04	$ 138,957.84	$ 199,350.80	**$ 938,068.68**







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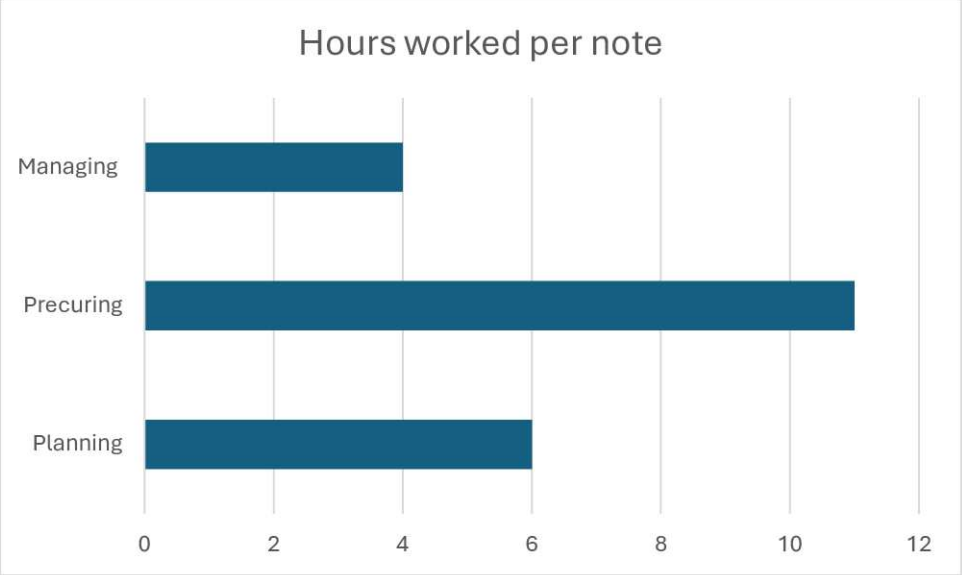

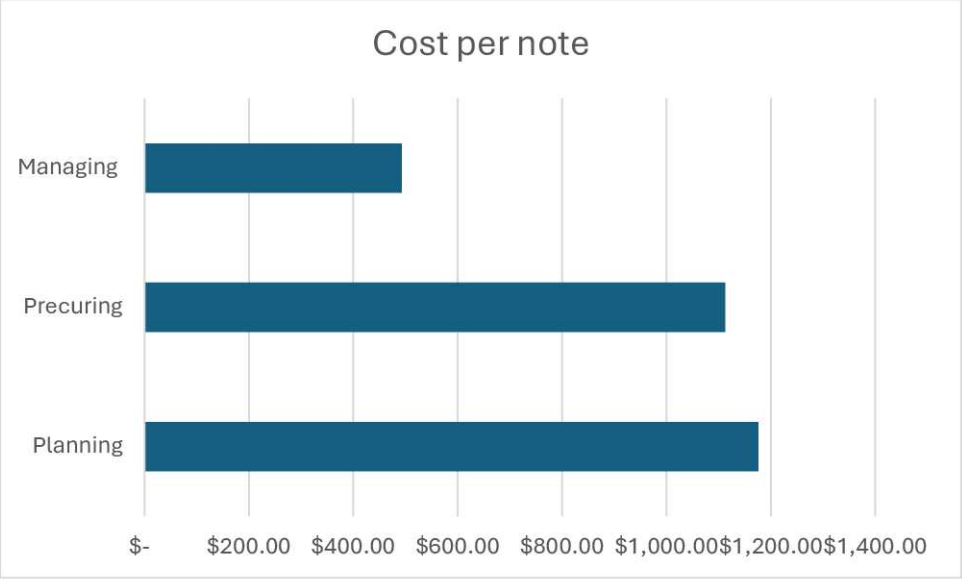

Task	Hours	Cost	
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Precuring	11	$	1,112.64
Managing	4	$	493.18
Total per note		$	2,782.13

Task Definition	
Planning	Determining project costs and need for notes
Precuring	Obtaining RFP from banks, working with bond counsel, preparing necessary documentations, and finalizing note recording
Managing	Management oversite, spreadsheet management, document transfer preparation, payment processing/recording, and file management

Roles	
Planning	Commissioner, Chief Deputy, Financial Analyst
Precuring	Chief Deputy and Secretary
Managing	Chief Deputy and Financial Analyst

STATE OF MICHIGAN
COUNTY OF OTTAWA
BOARD OF COMMISSIONERS

RESOLUTION

WHEREAS, Section 301 of the Michigan Drain Code, Public Act 40 of 1956, as amended ("Drain Code") allows the Board of Commissioners for the County of Ottawa to set a revolving drain fund at amount that that "said board may deem necessary;" and

WHEREAS, the current revolving drain fund is set at one hundred seventy-five thousand dollars ($175,000); and

WHEREAS, the County Board of Commissioners of the County of Ottawa wishes to increase the currently established revolving drain fund by eight hundred twenty-five thousand dollars ($825,000) utilizing the monies from the Monsanto lawsuit settlement;

WHEREAS, as a result of the increase, the revolving drain fund will be one million dollars ($1,000,000); and

WHEREAS, the revolving drain fund shall be utilized and maintained in accordance with Chapter 12 of the Drain Code, MCL 280.301-307.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Ottawa, pursuant to Section 301 of the Drain Code, that the revolving drain fund for the county is $1,000,000. This increase shall take effect on _____, 2024.

RESOLUTION approved this ____ day of _____, 2024, by the Board of Commissioners of the County of Ottawa.

MOVED:

SECONDED:

CARRIED:

I hereby certify that the above Resolution was adopted at the Ottawa County Board of Commissioners regular meeting of the ____ day of _____, 2024.

Justin F. Roebuck
Ottawa County Clerk

completion of a construction project, shall return, on a pro rata basis, surplus construction funds in excess of the amount necessary to pay for inspection, repair, and maintenance of the drain as provided in section 196 to the state transportation department for the construction, maintenance, and administration of state highways.

(4) As used in this section, "public corporation" includes a city, village, township, or county, or the state.

History: Add. 1970, Act 144, Imd. Eff. Aug. 1, 1970;—Am. 1989, Act 149, Imd. Eff. July 14, 1989.

Popular name: Act 40

CHAPTER 12.
REVOLVING FUNDS FOR DRAINS.

280.301 Revolving drain fund; creation, use.

Sec. 301. At the October session of the board of supervisors, each board shall appropriate and collect by general taxation from the taxable property within their respective counties for the purpose of creating a revolving drain fund, such sum as said board may deem necessary. Said revolving fund when so created shall be used and disposed of solely as provided in this chapter.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 90, Imd. Eff. July 24, 1969.

Popular name: Act 40

280.302 Revolving drain fund; use; intercounty drains; expenses after date of letting drain contracts.

Sec. 302. The revolving fund may be used for paying the engineer or surveyor for his services in laying out a drainage district, also any necessary assistance therefor and to pay any and all other services to the date of letting the drain contract for paying members of boards of determination for services performed under this act, for necessary repairs on old drains, and also for paying drain orders that are due not in excess of $2,000.00 if authorized by the board of supervisors. Orders drawn by the commissioner on the revolving fund may be made payable upon the performance of services herein defined. From said revolving fund may be paid the services herein mentioned on any drain or drainage district affecting more than 1 county. Such total expense is prorated among the several counties affected according to the amount apportioned to be paid by and in said counties respectively for said drain. Any and all orders for services rendered or expenses incurred after the date of letting the drain contract shall be paid in the manner prescribed in chapter 10, being sections 241 to 248.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1963, Act 215, Imd. Eff. May 17, 1963;—Am. 1963, Act 228, Eff. Sept. 6, 1963;—Am. 1967, Act 214, Imd. Eff. July 10, 1967.

Popular name: Act 40

280.303 Revolving drain fund; accounting records; reimbursement.

Sec. 303. The county treasurers shall carry as a separate account upon the books of their office a revolving fund and all accounts and items pertaining thereto. A record shall be kept of the amount of money paid from the revolving fund for the use and benefit of any particular drainage district and upon payment to the county treasurer of the taxes assessed in the particular drainage district, the county treasurer, out of the moneys received, shall transfer to the revolving fund pro rata according to the number of installments of taxes the sum expended.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956;—Am. 1969, Act 66, Imd. Eff. July 21, 1969.

Popular name: Act 40

280.304 Revolving drain fund; deposit in bank; interest.

Sec. 304. The said revolving fund shall be deposited in the bank of the county offering the highest rate of interest on daily balances, final determination to be made by the board of supervisors of the particular county, the interest so received to be paid into and become a part of said fund.

History: 1956, Act 40, Imd. Eff. Mar. 28, 1956.

Popular name: Act 40

280.305 Revolving drain fund; transfer to particular drain fund of moneys under former law, use.

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© Courtesy of www.legislature.mi.gov

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Ottawa County Water Resource Commissioner
Cost to borrow
Notes/Bonds
2018-2023

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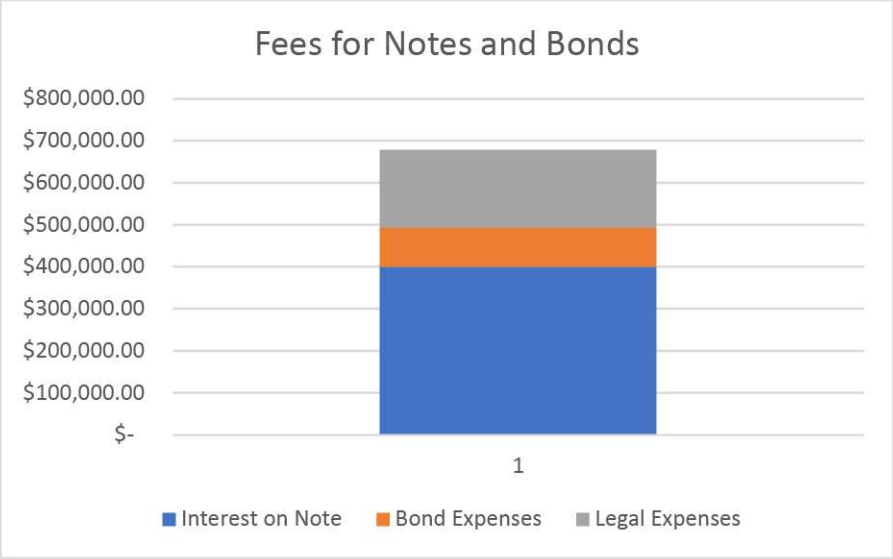

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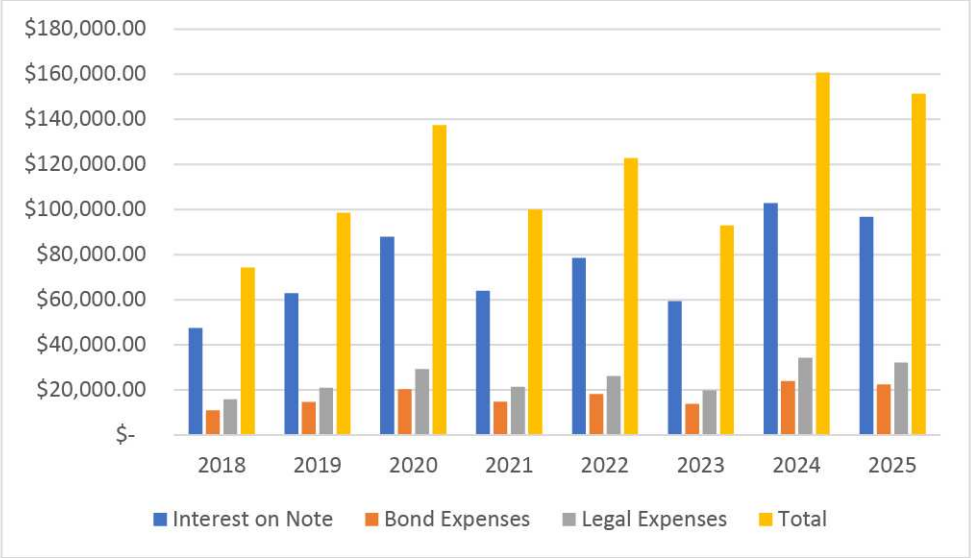

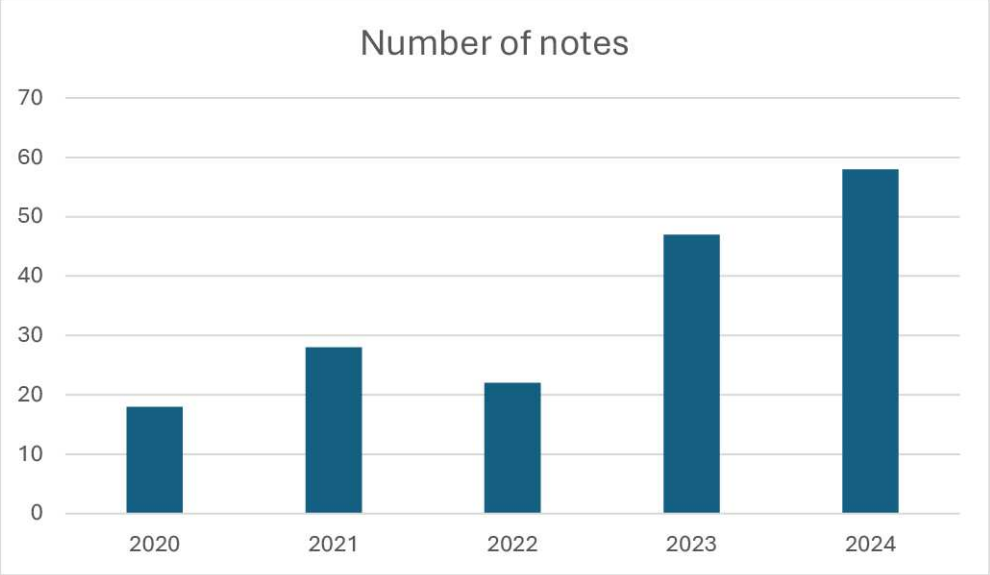

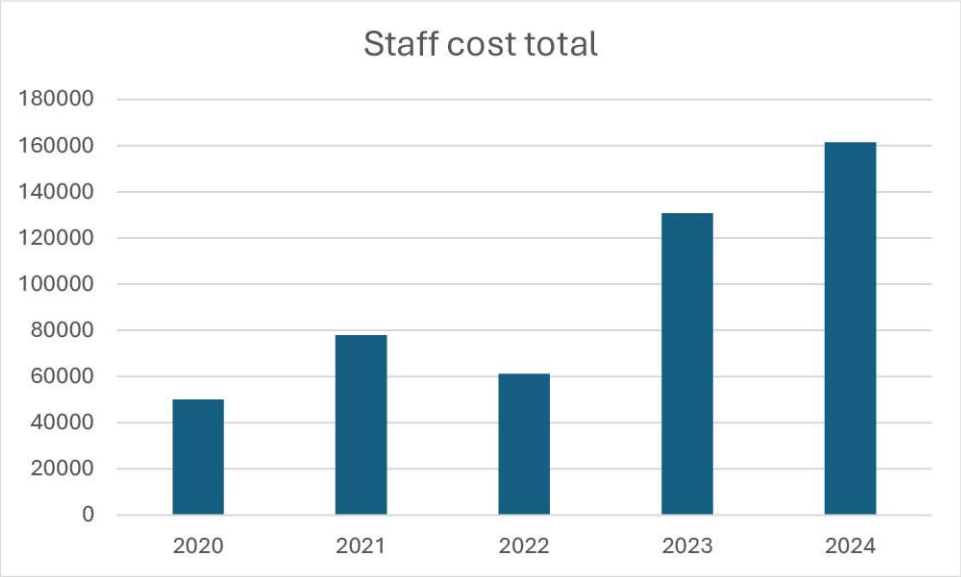

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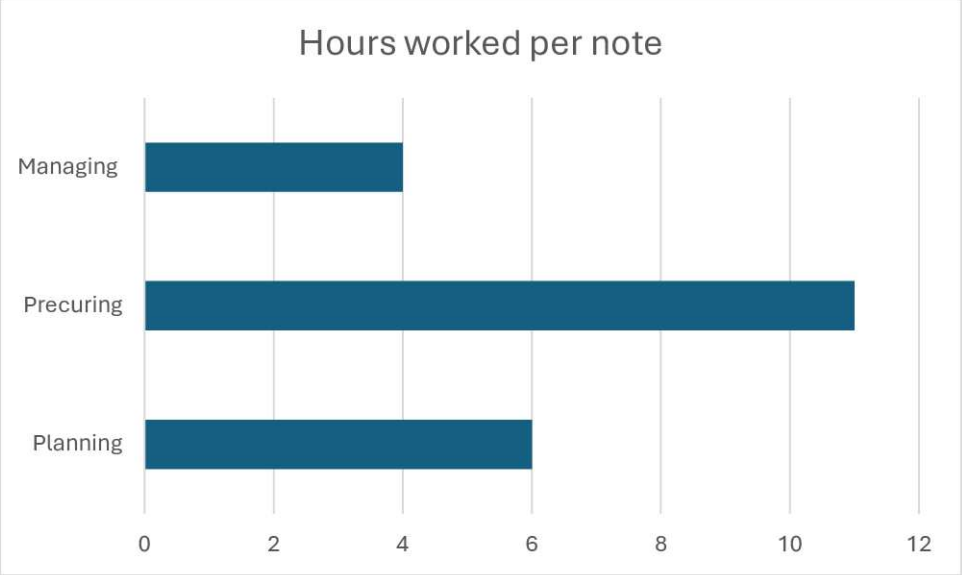

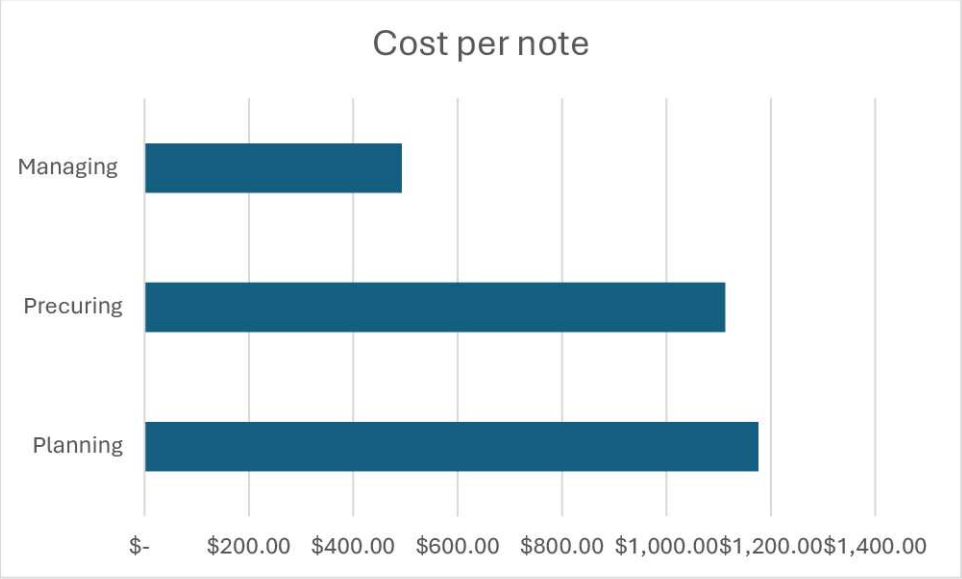

Task	Hours	Cost	
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Roles	
Planning	Commissioner, Chief Deputy, Financial Analyst
Precuring	Chief Deputy and Secretary
Managing	Chief Deputy and Financial Analyst

Action Request

Electronic Submission – Contract # 2348

Ottawa County
Where Freedom Rings

Committee: BOARD OF COMMISSIONERS

Meeting Date: 7/2/2024

Vendor/3rd Party: PITNEY BOWES

Requesting Department: FISCAL SERVICES

Submitted By: KAREN KARASINSKI

Agenda Item: LEASE AGREEMENT FOR COUNTYWIDE POSTAGE METERS

Suggested Motion:

To approve and forward to the Board of Commissioners a five-year lease agreement for thirteen (13) postage meters with Pitney Bowes Inc at a total cost of $114,859.20

Summary of Request:

A United States Postal Service (USPS) mandate is requiring that five (5) currently leased Ottawa County postage meters be replaced prior to December 31, 2024. Pricing was received from two vendors, and it was decided that Ottawa County would continue with Pitney Bowes. Pitney Bowes and Ottawa County reviewed all meters, met with Departments, and the new five (5) year lease agreement reflects changes made to right size equipment based on use and need. The lease agreement also includes a reporting software necessary for department billing on postage usage by account.

Financial Information:

Total Cost: $114,859.20	General Fund Cost: $74,755.00	Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *6/18/2024 1:59:54 PM*

Committee/Governing/Advisory Board Approval Date:

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
County of Ottawa, Fiscal Services			386004883

Sold-To: Address

12220 Fillmore St RM 331, West Olive, MI, 49460-8986, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Karen Karasinski	(616) 738-4849	0015878261

Bill-To: Address

12220 Fillmore St RM 331, West Olive, MI, 49460-8986, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Janice McLaren	6167384670	0015878261	jmclaren@miottawa.org

Ship-To: Address

Multi-Location

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #

PO #

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Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	Ship to HUDSONVILLE, MI ✓ SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS2	Softguard For SendPro C500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCAUTO	Ship to HOLLAND, MI ✓ SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS2	Softguard For SendPro C500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCAUTO	Ship to HOLLAND, MI ✓ SendPro C Auto
1	1FXA	Interface to InView Dashboard

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1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS2	Softguard For SendPro C500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCAUTO	Ship to HOLLAND, MI ✓ SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

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1	PAB1	C Series Premium App Bundle
1	SJS2	Softguard For SendPro C500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCSERIES4	Ship to HOLLAND, MI SendPro C Series - Version 4 ✓
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed

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1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCSERIES4	Ship to GRAND HAVEN, MI SendPro C Series - Version 4 ✓
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

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1	SENDPROCSERIES4	Ship to WEST OLIVE, MI SendPro C Series - Version 4 ✓
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCSERIES4	Ship to HOLLAND, MI SendPro C Series - Version 4 ✓
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports

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1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROCSERIES4	Ship to WEST OLIVE, MI SendPro C Series - Version 4 ✓
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training

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1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81
1	SENDPROMAILCENTER	Ship to GRAND HAVEN, MI ✓ MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	SJM2	SoftGuard - 2000

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1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SENDPROMAILCENTER	Ship to WEST OLIVE, MI MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SENDPROMAILCENTER	Ship to WEST OLIVE, MI MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services

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1	ME1C	Meter Equipment - Low
	MSS4	Implementation Half Day Rate-Mailing
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	NV21	InView Dashboard - 2 or more sites
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	NVMD	InView Dashboard - Up to 20 Meters
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SPMAILSTATION	Ship to HOLLAND, MI SendPro Mailstation ✓
	F90I	Basic Installation and Training
1	HZ00	SendPro Mailstation with 5lb Scale
1	PTJ1	SendPro Online-PitneyShip
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJN	Single User Access
1	PTKN	SendPro Mailstation Stamps 1 User
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 1,914.32**	**$ 5,742.96**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at http://www.pb.com/states or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 220000000858
State/Entity's Contract#

Lessee Signature

Joe Moss
Print Name

Board of Commissioners, Chairperson
Title

Date

Lessee Signature

Justin F. Roebuck
Print Name

County Clerk/Register
Title

Date

Roger Donohue

Pitney Bowes Signature

Print Name Roger Donohue

Title Operations Manager

Date June 5, 2024

Sales Information

Bradley Lang	bradley.lang@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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Attached for Information

COUNTY OF OTTAWA - LOCATION & PRIMARY CONTACTS
MACHINE INFORMATION

	RECOMMENDED MODEL	Monthly Amount	Quarterly Payment	Extended Amount for 60 Month Lease	Extended Amount for 60 Month Inview Reporting
58TH DISTRICT CT - HUD 3100 PORT SHELDON RD, HUDSONVILLE, MI CINDY DALDOS 616-662-6005 CDALDOS@MIOTTAWA.ORG REPLACING DM400 AT THIS LOCATION	SEND PRO C AUTO 5 lb scale 100 cost accounts 95 letters per minute speed Inview Reporting	$133.36 / mo.	$400.08 / qtr.	$8,001.60	Included in Fiscal Services Pricing for Entire Fleet
PROBATE COURT 12120 FILLMORE ST, WEST OLIVE, MI JOHANNA WALLACE 616-786-4109 JWALLACE@MIOTTAWA.ORG REPLACING DM400 AT THIS LOCATION	Send Pro C Series Version 4 5 lb scale Up to 100 accounts Semi Auto Feed 65 letters per min Inview Reporting	$63.40 / mo.	$190.11 / qtr.	$3,804.00	Included in Fiscal Services Pricing for Entire Fleet
58TH DISTRICT CT - HOL 85 W 8TH STREET, HOLLAND, MI KARA BOSTROM-YOUNG 616-355-4300 KBOSTROM-YOUNG@MIOTTAWA.ORG REPLACING DM400 AT THIS LOCATION	SEND PRO C AUTO 5 lb scale 100 cost accounts 95 letters per minute speed Inview Reporting	$133.36 / mo.	$400.08 / qtr.	$8,001.60	Included in Fiscal Services Pricing for Entire Fleet
C M H - ADMIN (BLDG A) 12265 JAMES ST, HOLLAND, MI TBD REPLACING DM400 AT THIS LOCATION	SEND PRO C AUTO 5 lb scale 100 cost accounts 95 letters per minute speed Inview Reporting	$133.36 / mo.	$400.08 / qtr.	$8,001.60	Included in Fiscal Services Pricing for Entire Fleet
PUBLIC HEALTH - HOL 12251 JAMES ST, HOLLAND, MI KRIS CONRAD 616-393-5775 KCONRAD@MIOTTAWA.ORG REPLACING DM400 AT THIS LOCATION	SEND PRO C AUTO 5 lb scale 100 cost accounts 95 letters per minute speed Inview Reporting	$133.36 / mo.	$400.08 / qtr.	$8,001.60	Included in Fiscal Services Pricing for Entire Fleet
C M H - SERVICES (BLDG B) 12263 JAMES ST, HOLLAND, MI MOLLY STREUR 616-494-5487 MSTREUR@MIOTTAWA.ORG REPLACING C245 AT THIS LOCATION	SEND PRO C SERIES - VERSION 4 5 lb Scale Up to 100 accounts Semi Auto Feed 65 letters per min Inview Reporting	$63.37 / mo.	$190.11 / qtr	$3,802.20	Included in Fiscal Services Pricing for Entire Fleet
C M H - GH 1111 FULTON ST, GRAND HAVEN, MI TONY MELTON 616-846-8204 TMELTON@MIOTTAWA.ORG REPLACING C245 AT THIS LOCATION	SEND PRO C SERIES - VERSION 4 5 lb Scale Up to 100 accounts Semi Auto Feed 65 letters per min Inview Reporting	$63.40 / mo.	$190.20 / qtr	$3,804.00	Included in Fiscal Services Pricing for Entire Fleet
SHERIFF'S OFFICE 12220 FILLMORE ST RM 200, WEST OLIVE, MI AMANDA ZANT 616-738-4071 AZANT@MIOTTAWA.ORG REPLACING C245 AT THIS LOCATION	SEND PRO C SERIES - VERSION 4 5 lb Scale Up to 100 accounts Semi Auto Feed 65 letters per min Inview Reporting	$63.40 / mo.	$190.20 / qtr	$3,804.00	Included in Fiscal Services Pricing for Entire Fleet
OFFICE OF THE PUBLIC DEFENDER 12185 JAMES ST, STE 170 HOLLAND, MI JEANNA JOHNSON 616-393-4434 JJOHNSON@MIOTTAWA.ORG REPLACING C245 AT THIS LOCATION	SEND PRO C SERIES - VERSION 4 5 lb Scale Up to 100 accounts Semi Auto Feed 65 letters per min Inview Reporting	$63.40 / mo.	$190.20 / qtr	$3,804.00	Included in Fiscal Services Pricing for Entire Fleet
20TH CIRCUIT COURT 414 WASHINGTON AVE RM 400, GRAND HAVEN, MI MICHELE DRIESENGA 616-846-8318 MDRIESENGA@MIOTTAWA.ORG REPLACING SEND PRO 1500 AT THIS LOCATION	SEND PRO MAIL CENTER 2000 10 lb platform scale w/stand 100 cost accounts 145 letters per min w/ weigh on Inview Reporting	$318.05 / mo.	$954.15 / qtr.	$ 19,083.00	Included in Fiscal Services Pricing for Entire Fleet
**** NEW ** FAMILY JUSTICE CENTER** 12240 FILLMORE ST, WEST OLIVE, MI TBD ** NEW EQUIPMENT AT THIS LOCATION **	SEND PRO MAIL CENTER 2000 10 lb platform scale w/stand 100 cost accounts 145 letters per min w/ weigh on Inview Reporting	$318.02 / mo.	$954.06 / qtr.	$ 19,081.20	Included in Fiscal Services Pricing for Entire Fleet
FISCAL SERVICES 12220 FILLMORE ST RM 331, WEST OLIVE, MI CARLA LOPEZ 616-738-4844 CLOPEZ@MIOTTAWA.ORG REPLACING SEND PRO 1500 AT THIS LOCATION	SEND PRO MAIL CENTER 2000 10 lb platform scale w/stand 100 cost accounts 145 letters per min w/ weigh on Inview Reporting	Equipment $318.05 / mo. Software $88.55 / mo.	 $954.04 / qtr. $365.65 / qtr.	 $19,083.00 $5,313.00	Unit Includes the Inview Subscription & Pricing Includes the Inview Dashboard for 2 or more Sites - Line item of $1,342.00 incorporated into the lease Inview Subscription for Up to 20 Meters ($43.50 / month subscription apart of the lease payment)
PROBATION & PAROLE 12185 JAMES ST SUITE 150, HOLLAND, MI KRIS TUNKS 616-393-4412 TUNKS@MICHIGAN.GOV ** RESIZE MACHINGE AT THIS LOCATION **	SendPro Mailstation 5lb Scale Up to 100 Cost Accounts Inview Reporting	$21.24 / mo.	$63.74 / qtr.	$1,274.40	Included in Fiscal Services Pricing for Entire Fleet

Attached for Information

DM400 - Current Model - Must Be replaced

SendPro C Auto - New Model -
Recommended as replacement

SendPro C245 - Example of Current Model

SendPro C Series - Version 4
Recommended as replacement

SendPro 1500 - Example of Current Model

SendPro 2000 -
Recommended as replacement

SendPro Mailstation - Resized Model for Probation & Parole

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Pitney Bowes Inc. 3001 Summer Street Stamford, CT 06926	INSURER A : ACE American Insurance Company 22667 INSURER B : Commerce & Industry Insurance Company 19410 INSURER C : Indemnity Insurance Company of North Ameri 43575 INSURER D : ACE Fire Underwriters Insurance Company 20702 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W33602840 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G72964366	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 2,000,000 5,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ISA H25579835	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	3,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			032676463	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C70319536	07/01/2023	07/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
A	Workers Compensation and Employers' Liability Per Statute			WLR C70319573	07/01/2023	07/01/2024	E.L. Each Accident E.L. Disease - EA Emp E.L. Disease-Pol LMT	$2,000,000 $2,000,000 $2,000,000	

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

SEE ATTACHED

CERTIFICATE HOLDER

County of Ottawa
Fiscal Services
12220 Fillmore St., Rm 331
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

Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Pitney Bowes Inc. 3001 Summer Street Stamford, CT 06926
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702

POLICY NUMBER: SCF C70319615 EFF DATE: 07/01/2023 EXP DATE: 07/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	$2,000,000
Employers' Liability	E.L. Disease - EA Emp	$2,000,000
Per Statute	E.L. Disease-Pol LMT	$2,000,000

INSURER AFFORDING COVERAGE: Indemnity Insurance Company of North America NAIC#: 43575

POLICY NUMBER: SCF C70305343 EFF DATE: 07/01/2023 EXP DATE: 07/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	$2,000,000
Employers' Liability	E.L. Disease - EA Emp	$2,000,000
Per Statute	E.L. Disease-Pol LMT	$2,000,000

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Action Request

Committee:	Finance and Administration Committee
Meeting Date:	07/02/2024
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	FY24 Budget Adjustments

Suggested Motion:

To approve and forward to the Board of Commissioners FY2024 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:	☐ Yes	☑ No	☐ N/A

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 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:

	Fund	Department	Explanation	Revenue	Expense
07-1470	Public Health Fund	Health Department	The purpose of this amendment is to remove the LRE ARPA Substance Use Disorder Prevention grant as it will not take place in FY24.	$ (8,810)	$ (8,810)
08-394	Landfill Tipping Fees	Health Department	The purpose of this amendment is to remove the EGLE Infrastructure grant from FY24 budget because the project is no longer viable. The City of Holland's project does not meet the scope of the grant application/award.	$ (1,000,000)	$ (1,000,000)
08-1534	General Fund	Sheriff	This amendment recognizes donations to the sheriff's department for program and equipment purchases.	$ 17,251	
09-793	Governmental Grants	CAA - The Emergency Food Assistance Program	To decrease the FY24 Emergency Food Assistance Program grant to final award $93,863. The grant runs from October 1, 2023 through September 30, 2024. The county receives funds for administrative expenses to distribute emergency food to local pantries and/or directly to clients' homes.	$ (9,294)	$ (9,294)
		CAA - Commodity Supplemental Food Program	To increase the FY24 Commodity Supplemental Food Program administrative funds to final award total of $30,380. The grant runs from October 1, 2023 through September 30, 2024. The county receives funds to distribute food for low-income adults aged 60 plus.	$ 380	$ 380
09-986	Public Health Fund	Health Department	The Hearing and Vision program were each awarded $6,000 in additional grant funding. The $12,000 H&V grant will allow the H&V team to translate H&V documents, support staff trainings, advertise for services, and maintain equipment.	$ 12,000	$ 12,000
09-1003	General Fund	Clerk/ROD	This amendment recognizes the revenue that the State of Michigan reimburses the County for the costs associated with presidential primary elections. Revenue is to cover costs in both the General Fund and Early Voting Fund.	$ 124,468	
	Early Voting Fund	Clerk/ROD		$ 85,861	$ 85,861
09-1251	Mental Health Fund	Community Mental Health	This adjustment recognizes an anticipated increase to revenue for Medicaid Certified Community Behavioral Health Clinic (CCBHC) and Healthy Michigan Plan (HMP) CCBHC Supplemental Revenue.	$ 2,211,794	$ 2,211,794
09-1367	Landfill Tipping Fees	Transfer In	Transfer funds from the Solid Waste Fund for current year operational cost of the Southwest Ottawa Landfill.	$ 407,800	
	Solid Waste Fund	Transfer Out			$ 407,800

County of Ottawa
Office of the Treasurer

Cheryl A Clark
County Treasurer
Jason Kondrat
Chief Deputy Treasurer
Mollie L. Bonter
Deputy Treasurer

12220 Fillmore Street Room 155 West Olive, MI 49460
treasurer@miottawa.org

Phone 616-994-4501
Fax 616-994-4509

To: **Ottawa County Finance and Administration Committee**

From: **Cheryl Clark, Treasurer**
cclark@miottawa.org
616-994-4503

Date: **June 24, 2024**

Re: **May 31, 2024, Financial update for July 2, 2024, Finance & Administration Committee meeting**

General Fund

Attached are multiple reports (some of which are graphs) that represent the status of the General Pooled Funds portfolio for Ottawa County as of May 31, 2024.

As depicted in the graphs, and verified by the report, the asset distribution of the General Pooled Funds by type and percentages meets the requirements of the County's Investment Policy.

Other Post Employee Benefits (OPEB) Trust

Attached is the May 31, 2024, Charles Schwab Statement of the County of Ottawa Retiree Health account, along with the Portfolio Asset Allocation sheet outlining the investments in the OPEB account and the account reconciliation worksheet.

Other Information

Robinson Capital Short-Term Bond Strategies and Economic Comments for May 2024.
This information is attached for your review.

Huntington Securities Inc. Institutional Investments – Update for the week of June 16-22, 2024.

Market update:
The purchasing managers index (PMI) came in higher than anticipated, reflecting general optimism toward growth and expected consumer demand. However, the jobless claims number printed 238K, slightly higher than expected and continuing the recent trend of a labor market that's losing some steam.

Economic update:

- Retail Sales MoM: 0.1% (exp. for 0.3% - last month was -0.2%)

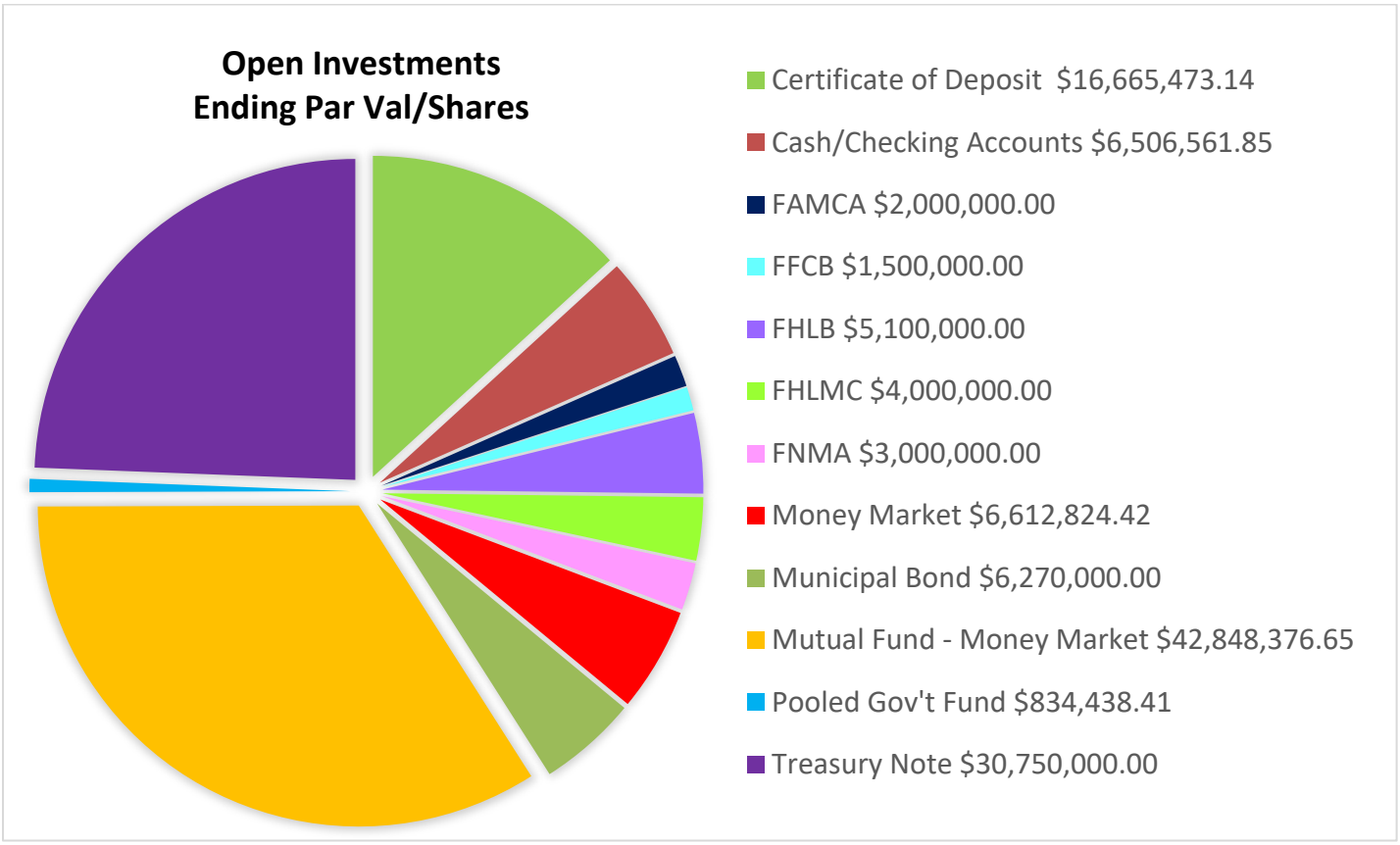
- Industrial Production MoM: 0.9% (exp. for 0.3% - last month was 0.0%)
- Housing Starts MoM: -5.5% (exp. for 0.7% - last month was 4.1%)
- Existing Home Sales MoM: -0.7% (exp. for -1.0% - last month was -1.9%)
- Philadelphia Fed Business Outlook: 1.3 (exp. for 5.0 – last month was 4.5 -- anything above 0.0 is optimistic)
- Leading Indicator Index: -0.5% (exp. for -0.3% - last month was -0.6%)
- S&P US Purchasing Managers Index – Composite: 54.6 (exp. for 53.3 – two weeks prior was 54.5)
    - Services Portion: 55.1 (exp. for 54.0 – two weeks prior was 54.8)
    - Manufacturing Portion: 51.7 (exp. for 51.0 – two weeks prior was 51.3)
- Initial Jobless Claims: 238K (exp. for 235K – last week was 243K)

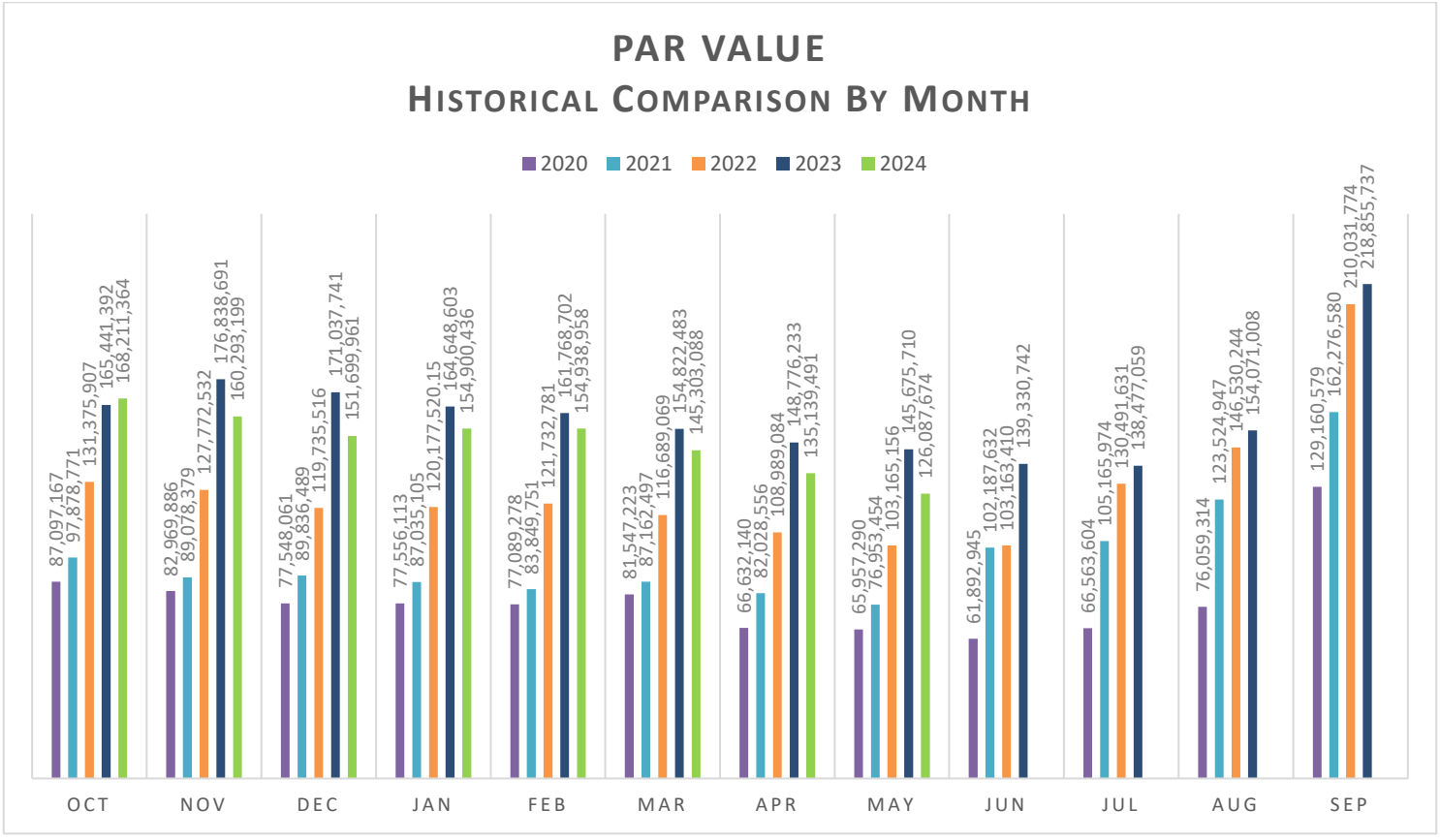
Weekly Overview:
Data on 06/21/2024 showed that US services activity picked up marginally earlier in June to the fastest pace in more than 2 years, while the overall outlook improved on cooler price pressures and prospects for lower borrowing costs. The US survey sights resilience in overall business activity as the 2nd quarter drew to a close. On the inflation front, the report pointed to a further softening in price pressures by service providers which will be welcomed news by the Fed.

A survey of future activity at US service providers rose nearly 2 points to 68.5, which marks the 2nd highest level in a year and a favorable sign of continue consumer demand through the summer months. Business owners indicated that the more upbeat outlook reflected easing inflationary pressures and expectations for lower borrowing costs. On the flip side, the manufacturing portion of the future activity survey, many owners expressed concerns about the outlook for consumer demand for products and the impact of the upcoming elections on policy.

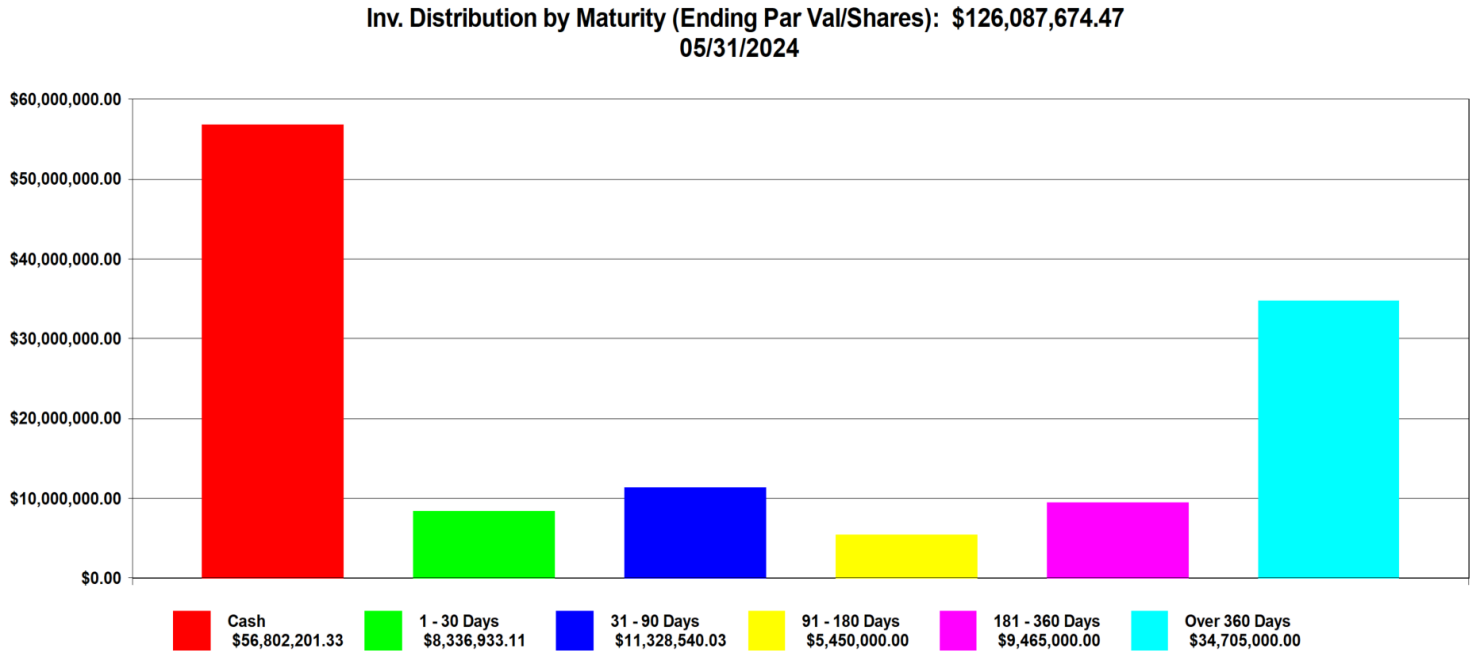
Futures:
There is an 89% probability of 50bps in cuts for 2024 (Sept & Dec., or Nov. & Dec.).

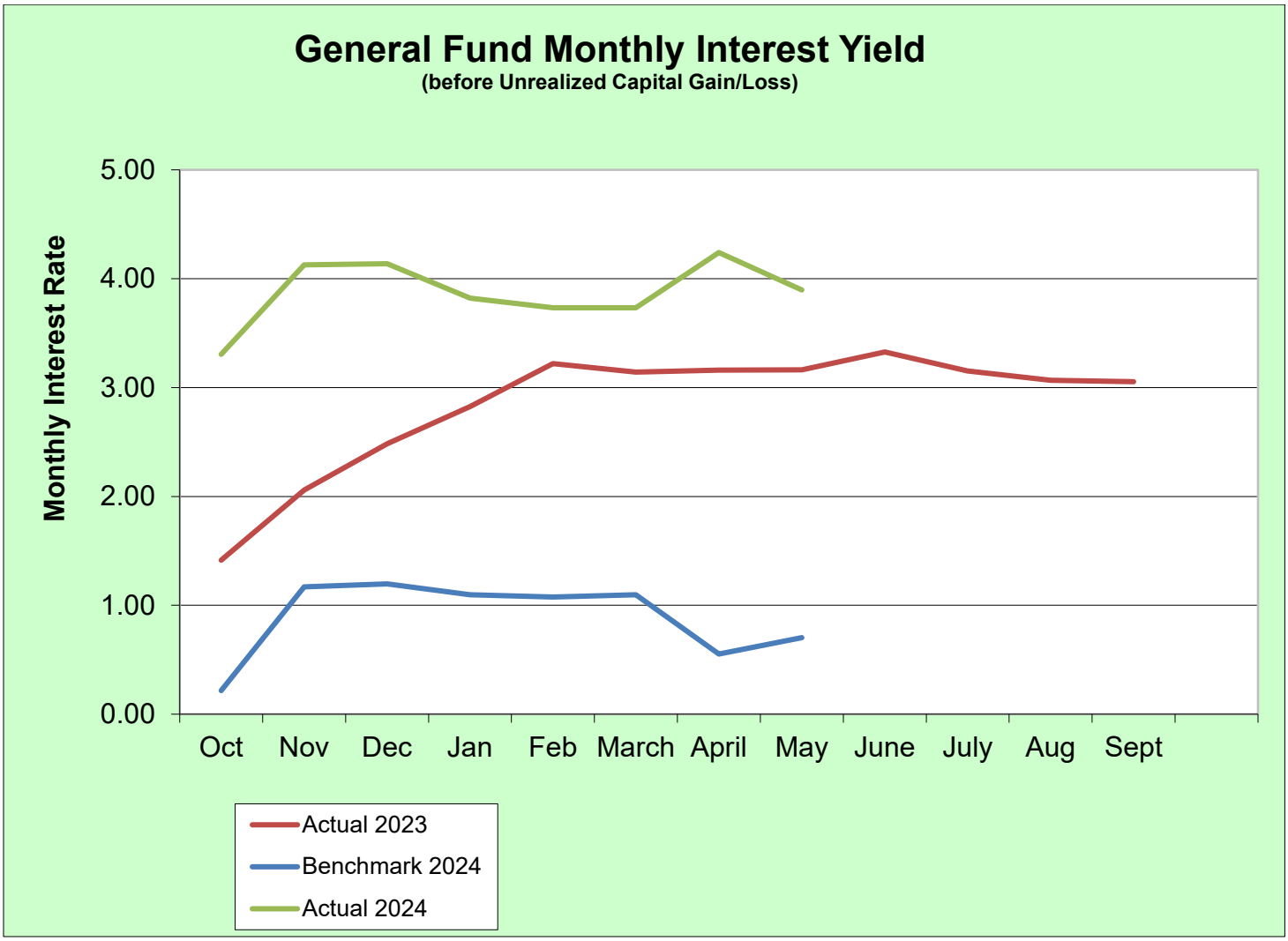
Ottawa County General Pooled Funds





Ottawa County General Pooled Funds





Open Investments

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

5/31/2024

	CUSIP	Invest Number	Security Description	FASB Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
Certificate of Deposit		24-0052	C.D. 365 5.05 06/13/2024		03/21/2024	Open	121	None	None	5.0687	5.0687	1.000000	533,896.28	533,896.28	0.00	1.000000	533,896.28	533,896.28	0.00
		24-0053	C.D. 5.25 06/13/2024		03/21/2024	Open	141	None	None	5.2500	5.2500	1.000000	802,850.56	802,850.56	0.00	1.000000	802,850.56	802,850.56	0.00
		24-0054	C.D. 365 5.15 06/13/2024		03/21/2024	Open	130	None	None	5.1500	5.1500	1.000000	1,069,393.75	1,069,393.75	0.00	1.000000	1,069,393.75	1,069,393.75	0.00
		24-0055	C.D. 365 5.01 06/13/2024		03/21/2024	Open	138	None	None	5.0100	5.0100	1.000000	801,587.84	801,587.84	0.00	1.000000	801,587.84	801,587.84	0.00
		24-0056	C.D. 365 5.25 06/13/2024		03/25/2024	Open	120	None	None	5.2458	5.2458	1.000000	534,975.27	534,975.27	0.00	1.000000	534,975.27	534,975.27	0.00
		24-0059	C.D. 365 5.15 06/27/2024		04/04/2024	Open	121	None	None	5.1695	5.1695	1.000000	513,519.89	513,519.89	0.00	1.000000	513,519.89	513,519.89	0.00
		24-0060	C.D. 5.25 06/27/2024		04/04/2024	Open	141	None	None	5.2500	5.2500	1.000000	616,440.83	616,440.83	0.00	1.000000	616,440.83	616,440.83	0.00
		24-0061	C.D. 365 5.13 06/27/2024		04/04/2024	Open	124	None	None	5.1300	5.1300	1.000000	513,484.88	513,484.88	0.00	1.000000	513,484.88	513,484.88	0.00
		24-0062	C.D. 365 5.15 06/27/2024		04/04/2024	Open	130	None	None	5.1500	5.1500	1.000000	359,138.01	359,138.01	0.00	1.000000	359,138.01	359,138.01	0.00
		24-0063	C.D. 5.18 06/27/2024		04/04/2024	Open	112	None	None	5.1800	5.1800	1.000000	256,523.54	256,523.54	0.00	1.000000	256,523.54	256,523.54	0.00
		24-0064	C.D. 365 5.25 06/27/2024		04/04/2024	Open	143	None	None	5.2500	5.2500	1.000000	513,712.33	513,712.33	0.00	1.000000	513,712.33	513,712.33	0.00
		24-0065	C.D. 365 5.25 06/27/2024		04/04/2024	Open	120	None	None	5.2473	5.2473	1.000000	513,556.51	513,556.51	0.00	1.000000	513,556.51	513,556.51	0.00
		24-0066	C.D. 365 5.25 06/27/2024		04/05/2024	Open	120	None	None	5.2500	5.2500	1.000000	307,853.42	307,853.42	0.00	1.000000	307,853.42	307,853.42	0.00
		24-0070	C.D. 365 5.10 07/11/2024		04/30/2024	Open	121	None	None	5.1148	5.1148	1.000000	412,391.86	412,391.86	0.00	1.000000	412,391.86	412,391.86	0.00
		24-0071	C.D. 5.25 07/11/2024		04/30/2024	Open	141	None	None	5.2500	5.2500	1.000000	412,535.00	412,535.00	0.00	1.000000	412,535.00	412,535.00	0.00
		24-0072	C.D. 5.22 07/11/2024		04/30/2024	Open	124	None	None	5.2200	5.2200	1.000000	360,773.64	360,773.64	0.00	1.000000	360,773.64	360,773.64	0.00
		24-0073	C.D. 365 5.15 07/11/2024		04/30/2024	Open	130	None	None	5.1500	5.1500	1.000000	257,473.67	257,473.67	0.00	1.000000	257,473.67	257,473.67	0.00
		24-0074	C.D. 365 5.20 07/11/2024		04/30/2024	Open	143	None	None	5.2000	5.2000	1.000000	309,402.74	309,402.74	0.00	1.000000	309,402.74	309,402.74	0.00
		24-0075	C.D. 365 5.25 07/11/2024		04/30/2024	Open	120	None	None	5.2428	5.2428	1.000000	309,390.05	309,390.05	0.00	1.000000	309,390.05	309,390.05	0.00
		24-0076	C.D. 365 5.10 07/25/2024		05/02/2024	Open	121	None	None	5.1191	5.1191	1.000000	883,764.63	883,764.63	0.00	1.000000	883,764.63	883,764.63	0.00
		24-0077	C.D. 5.25 07/25/2024		05/02/2024	Open	141	None	None	5.2500	5.2500	1.000000	728,128.42	728,128.42	0.00	1.000000	728,128.42	728,128.42	0.00
		24-0078	C.D. 365 5.22 07/25/2024		05/02/2024	Open	124	None	None	5.2200	5.2200	1.000000	883,633.95	883,633.95	0.00	1.000000	883,633.95	883,633.95	0.00
		24-0079	C.D. 365 5.15 07/25/2024		05/02/2024	Open	130	None	None	5.1500	5.1500	1.000000	259,777.18	259,777.18	0.00	1.000000	259,777.18	259,777.18	0.00
		24-0080	C.D. 365 5.20 07/25/2024		05/02/2024	Open	143	None	None	5.2000	5.2000	1.000000	520,012.02	520,012.02	0.00	1.000000	520,012.02	520,012.02	0.00
		24-0081	C.D. 365 5.25 07/25/2024		05/02/2024	Open	120	None	None	5.2500	5.2500	1.000000	363,544.57	363,544.57	0.00	1.000000	363,544.57	363,544.57	0.00
		24-0083	C.D. 365 5.05 08/08/2024		05/30/2024	Open	121	None	None	5.0638	5.0638	1.000000	777,668.62	777,668.62	0.00	1.000000	777,668.62	777,668.62	0.00
		24-0084	C.D. 365 5.25 08/08/2024		05/30/2024	Open	141	None	None	5.2500	5.2500	1.000000	778,186.91	778,186.91	0.00	1.000000	778,186.91	778,186.91	0.00
		24-0085	C.D. 365 5.176 08/08/2024		05/30/2024	Open	124	None	None	5.1760	5.1760	1.000000	673,963.27	673,963.27	0.00	1.000000	673,963.27	673,963.27	0.00
		24-0086	C.D. 365 5.27 08/08/2024		05/30/2024	Open	130	None	None	5.2700	5.2700	1.000000	258,592.80	258,592.80	0.00	1.000000	258,592.80	258,592.80	0.00
		24-0087	C.D. 5.20 08/08/2024		05/30/2024	Open	112	None	None	5.2000	5.2000	1.000000	258,592.80	258,592.80	0.00	1.000000	258,592.80	258,592.80	0.00
		24-0088	C.D. 365 5.20 08/08/2024		05/30/2024	Open	143	None	None	5.2000	5.2000	1.000000	362,590.50	362,590.50	0.00	1.000000	362,590.50	362,590.50	0.00
		24-0089	C.D. 365 5.25 08/08/2024		05/30/2024	Open	120	None	None	5.2420	5.2420	1.000000	518,117.40	518,117.40	0.00	1.000000	518,117.40	518,117.40	0.00
	Certificate of Deposit Total									**5.1850**	**5.1850**	**1.000000**	**16,665,473.14**	**16,665,473.14**	**0.00**	**1.000000**	**16,665,473.14**	**16,665,473.14**	**0.00**
Checking	000-001010 Hybrid-MS-AP-PR	AR-0123	Hybrid/MS/AP HNB X3705		12/18/2019	Open	101	None	101	0.1000	0.1000	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	5,163,234.68	5,163,234.68	0.00
	100-002038 Infinisource Coll	AR-0135	Infinisource Flex Coll X0333		12/11/2013	Open	131	None	131	0.0000	0.0000	1.000000	2,500.00	2,500.00	0.00	1.000000	2,323.77	2,323.77	0.00
	100-001015 Infinisource Flex	AR-0207	Infinisource Flex HNB X6669		06/19/2020	Open	101	None	101	0.0000	0.0000	1.000000	5,321.21	5,321.21	0.00	1.000000	95,768.35	95,768.35	0.00
	701-001052 IOLTA	AR-0222	IOLTA HNB X2995		10/08/2021	Open	101	None	101	0.0000	0.0000	1.000000	75.08	75.08	0.00	1.000000	1,070.00	1,070.00	0.00
	701-001018 Inmate Trust	AR-0227	Inmate Trust HNB X0285		10/29/2021	Open	101	None	101	0.0000	0.0000	1.000000	30,000.00	30,000.00	0.00	1.000000	27,027.76	27,027.76	0.00
	701-001019 Inmate Release	AR-0228	Inmate Rel DC Rapid X9460		10/28/2021	Open	101	None	101	0.0000	0.0000	1.000000	25,000.00	25,000.00	0.00	1.000000	29,870.66	29,870.66	0.00
	469-001054 Family Justice Cent	AR-0229	FJC HNB X8125		05/03/2022	Open	101	None	101	1.2500	1.2500	1.000000	600,000.00	600,000.00	0.00	1.000000	987,180.23	987,180.23	0.00
	Checking Total									**0.2775**	**0.2775**	**1.000000**	**1,662,896.29**	**1,662,896.29**	**0.00**	**1.000000**	**6,306,475.45**	**6,306,475.45**	**0.00**
Court Accounts-Checking	000-005010 GHDC	AR-0198	GHDC HNB X7522		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	36,133.44	36,133.44	0.00	1.000000	4,168.00	4,168.00	0.00
	000-005010 HODC	AR-0199	HODC HNB X7535		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	76,772.33	76,772.33	0.00	1.000000	15,397.43	15,397.43	0.00
	000-005010 HUDC	AR-0200	HUDC HNB X7548		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	28,073.00	28,073.00	0.00	1.000000	1,922.00	1,922.00	0.00
	000-005010 FOC	AR-0201	FOC HNB X7551		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	7,757.15	7,757.15	0.00	1.000000	5,024.38	5,024.38	0.00
	000-005010 LSHC	AR-0202	LSHC HNB X7564		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	3,198.27	3,198.27	0.00	1.000000	580.00	580.00	0.00
	000-005010 Clerk	AR-0203	Clerk HNB X7519		09/30/2019	Open	101	None	101	0.0000	0.0000	1.000000	144,748.90	144,748.90	0.00	1.000000	125,720.74	125,720.74	0.00
	710-001005 Court Escrow	AR-0249	COURT ESCROW HNB X3406		03/18/2024	Open	101	None	101	0.0000	0.0000	1.000000	41.00	41.00	0.00	1.000000	1,190.00	1,190.00	0.00
	Court Accounts-Checking Total									**0.0000**	**0.0000**	**1.000000**	**296,724.09**	**296,724.09**	**0.00**	**1.000000**	**154,002.55**	**154,002.55**	**0.00**
FAMCA	31422XT28	23-0080	FAMCA 4.00 12/16/2026		05/22/2023	Open	1015	2002	None	3.9459	3.9459	1.001760	1,000,000.00	1,001,760.00	-1,760.00	1.001760	1,000,000.00	1,001,760.00	-1,760.00
	31422XZP0	22-0130	FAMCA 3.05 06/17/2027		06/17/2022	Open	1003	2002	None	3.4894	3.4894	0.980000	1,000,000.00	980,000.00	20,000.00	0.980000	1,000,000.00	980,000.00	20,000.00
	FAMCA Total									**3.7202**	**3.7202**	**0.990880**	**2,000,000.00**	**1,981,760.00**	**18,240.00**	**0.990880**	**2,000,000.00**	**1,981,760.00**	**18,240.00**
FFCB	3133ENQ29	22-0191	FFCB 4.00 09/29/2027		09/29/2022	Open	1015	2002	1015	4.0357	4.0357	0.998400	1,500,000.00	1,497,600.00	2,400.00	0.998900	1,500,000.00	1,498,350.46	1,649.54
	FFCB Total									**4.0357**	**4.0357**	**0.998400**	**1,500,000.00**	**1,497,600.00**	**2,400.00**	**0.998900**	**1,500,000.00**	**1,498,350.46**	**1,649.54**
FHLB	3130ANQ29	21-0153	FHLB 0.50 10/09/2024		09/09/2021	09/09/2022	1015	2002	None	0.5000	0.5000	1.000000	750,000.00	750,000.00	0.00	1.000000	750,000.00	750,000.00	0.00
	3130A4CH3	20-0033	FHLB 2.375 03/14/2025		03/13/2020	Open	1001	2002	None	0.8637	0.8637	1.073840	1,000,000.00	1,073,840.00	-73,840.00	1.011811	1,000,000.00	1,011,810.78	-11,810.78
	313373B68	23-0087	FHLB 4.375 03/13/2026		06/22/2023	Open	1003	2002	None	4.4502	4.4502	0.998030	1,350,000.00	1,347,340.50	2,659.50	0.998725	1,350,000.00	1,348,278.69	1,721.31
	3130ANX39	21-0159	FHLB 0.50 09/30/2026		09/30/2021	09/30/2022	1015	2002	None	1.4362	1.4362	1.000000	1,250,000.00	1,250,000.00	0.00	1.000000	1,250,000.00	1,250,000.00	0.00
	3130AXU63	24-0037	FHLB 4.625 11/17/2026		12/18/2023	Open	1015	2006	1015	4.1850	4.1850	1.011920	750,000.00	758,940.00	-8,940.00	1.010188	750,000.00	757,641.33	-7,641.33
	FHLB Total									**2.3858**	**2.3858**	**1.015710**	**5,100,000.00**	**5,180,120.50**	**-80,120.50**	**1.003477**	**5,100,000.00**	**5,117,730.80**	**-17,730.80**
FHLMC	3134GWJ64	20-0095	Freddie Mac 0.40 06/10/2024		09/10/2020	09/10/2021	1001	2002	None	0.4000	0.4000	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,000,000.00	1,000,000.00	0.00
	3134GVQQ4	20-0039	FHLMC 0.75 04/30/2025		04/30/2020	Open	1001	2002	None	0.7500	0.7500	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,000,000.00	1,000,000.00	0.00
	3134GWKZ8	20-0055	FHLMC 0.625 08/18/2025		08/18/2020	08/18/2021	1001	2002	None	0.6250	0.6250	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,000,000.00	1,000,000.00	0.00
	3137EAEX3	22-0128	FHLMC 0.375 09/23/2025		06/14/2022	Open	1015	2002	None	3.3859	3.3859	0.907400	1,000,000.00	907,400.00	92,600.00	0.961732	1,000,000.00	961,732.05	38,267.95
	FHLMC Total									**1.2671**	**1.2671**	**0.976850**	**4,000,000.00**	**3,907,400.00**	**92,600.00**	**0.990433**	**4,000,000.00**	**3,961,732.05**	**38,267.95**
FNMA	3135G0W66	20-0029	Agency-FNMA 1.625 10/15/2024		01/14/2020	Open	1001	2002	None	1.6508	1.6508	0.998819	1,000,000.00	998,818.82	1,181.18	0.999905	1,000,000.00	999,904.86	95.14

Open Investments

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

5/31/2024

	CUSIP	Invest Number	Security Description	FASB Class	Purchase Date	Call Date	Purchase Institut	SafeKeep Institut	Issuing Institut	Yield Matur	Yield Call	Original Unit Cost	Original Par Val/Shares	Original Princ/Cost	Orig Prem Discount	Ending Unit Price	Ending Par Val/Shares	Ending Amor Val/Cost	Unamor Prem/Dscnt
	3135G0K36	22-0189	FNMA 2.125 04/24/2026		09/26/2022	Open	1015	2002	1015	4.1240	4.1240	0.934120	2,000,000.00	1,868,240.00	131,760.00	0.963892	2,000,000.00	1,927,784.69	72,215.31
	FNMA Total									**3.2782**	**3.2782**	**0.955686**	**3,000,000.00**	**2,867,058.82**	**132,941.18**	**0.975897**	**3,000,000.00**	**2,927,689.55**	**72,310.45**
Money Market	000-008015 ARPA MM	AR-0230	HNB ARPA MM X4879		01/20/2023	Open	101	None	101	4.3210	4.3210	1.000000	30,276,437.41	30,276,437.41	0.00	1.000000	4,248,255.46	4,248,255.46	0.00
	469-008006 FJC MM	AR-0231	HNB FJC MM X4895		02/07/2023	Open	101	None	101	4.3210	4.3210	1.000000	22,184,266.24	22,184,266.24	0.00	1.000000	491,638.51	491,638.51	0.00
	000-008016 PCB Settlement MM	AR-0232	HNB PCB Settle MM X5140		05/05/2023	Open	101	None	101	4.3210	4.3210	1.000000	6,719,792.00	6,719,792.00	0.00	1.000000	842,960.98	842,960.98	0.00
	234-008008 Farmland Pres-CF	AR-0248	Farmland Pres MM		09/30/2023	Open	3000	None	3000	3.2501	0.0000	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,029,969.47	1,029,969.47	0.00
	Money Market Total									**4.1541**	**3.6475**	**1.000000**	**60,180,495.65**	**60,180,495.65**	**0.00**	**1.000000**	**6,612,824.42**	**6,612,824.42**	**0.00**
Municipal Bond	900764SN2	21-0128	Muni-Tuscola Cnty 0.73 09/01/2024		07/14/2021	Open	1010	2002	None	0.7300	0.7300	1.000000	135,000.00	135,000.00	0.00	1.000000	135,000.00	135,000.00	0.00
	129644B33	21-0122	Muni-Calhoun Cnty 0.759 10/01/2024		07/08/2021	Open	1010	2002	None	0.7590	0.7590	1.000000	355,000.00	355,000.00	0.00	1.000000	355,000.00	355,000.00	0.00
	594615HR0	20-0096	Muni-MI State Bldg Auth 0.816 10/15/2024		09/17/2020	Open	1001	2002	None	0.8160	0.8160	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	1,000,000.00	1,000,000.00	0.00
	849765FQ0	20-0051	Muni-Spring Lake Schls 1.968 11/01/2024		05/11/2020	Open	1001	2002	None	1.0001	1.0001	1.042230	710,000.00	739,983.30	-29,983.30	1.004013	710,000.00	712,849.23	-2,849.23
	849765GP1	21-0107	Muni-Spring Lake Scls 0.60 11/01/2024		06/23/2021	Open	1018	2002	1018	0.4947	0.4947	1.003500	500,000.00	501,750.00	-1,750.00	1.000438	500,000.00	500,218.79	-218.79
	416848WX3	20-0041	Muni-Hartland Schls 2.053 05/01/2025		05/07/2020	Open	1001	2002	None	1.2739	1.2739	1.037500	1,175,000.00	1,219,062.50	-44,062.50	1.007076	1,175,000.00	1,183,314.05	-8,314.05
	790450GV6	20-0054	Muni-St Johns MI Public Schs 0.70 05/01/2025		07/08/2020	Open	1001	2002	None	0.7000	0.7000	1.000000	290,000.00	290,000.00	0.00	1.000000	290,000.00	290,000.00	0.00
	900764SP7	21-0129	Muni-Tuscola Cnty 1.10 09/01/2025		07/14/2021	Open	1010	2002	None	1.1000	1.1000	1.000000	65,000.00	65,000.00	0.00	1.000000	65,000.00	65,000.00	0.00
	272497RF7	23-0083	Muni-E GR Schools 2.284 05/01/2026		05/24/2023	Open	1003	2002	None	4.2596	4.2596	0.946000	710,000.00	671,660.00	38,340.00	0.964019	710,000.00	684,453.58	25,546.42
	955023VD5	23-0084	Muni-W Ottawa Schools 1.305 05/01/2026		05/24/2023	Open	1003	2002	None	4.2089	4.2089	0.920570	1,100,000.00	1,012,627.00	87,373.00	0.947079	1,100,000.00	1,041,787.37	58,212.63
	272497RH3	23-0082	Muni-E GR Schools 2.431 05/01/2028		05/24/2023	Open	1003	2002	None	4.1967	4.1967	0.922000	230,000.00	212,060.00	17,940.00	0.936848	230,000.00	215,475.06	14,524.94
	Municipal Bond Total									**1.9604**	**1.9604**	**0.989177**	**6,270,000.00**	**6,202,142.80**	**67,857.20**	**0.986140**	**6,270,000.00**	**6,183,098.08**	**86,901.92**
Mutual Fund - Money Market	000-009020 Treas MF-MM #468 GS	AR-0233	HNB MF-MM GS FTOXX		08/24/2023	Open	1500	None	1500	5.1700	5.1700	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	6,705,283.61	6,705,283.61	0.00
	000-009020 Treas MF-MM #504 Inv	AR-0234	HNB MF-MM Invesco AGPXX		08/24/2023	Open	1500	None	1500	5.2200	5.2200	1.000000	1,000,000.00	1,000,000.00	0.00	1.000000	6,707,025.75	6,707,025.75	0.00
	469-009020 FJC MF-MM #468 GS	AR-0239	HNB MF-MM GS FTOXX		09/06/2023	Open	1503	None	1503	5.2258	5.2258	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	1,230,744.36	1,230,744.36	0.00
	469-009020 FJC MF-MM #504 Inv	AR-0240	HNB MF-MM Invesco AGPXX		09/06/2023	Open	1503	None	1503	5.2515	5.2515	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	1,231,387.63	1,231,387.63	0.00
	000-009020 ARPA MF-MM #468 GS	AR-0241	HNB MF-MM GS FTOXX		09/21/2023	Open	1052	None	1052	5.2258	5.2258	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	10,368,033.46	10,368,033.46	0.00
	000-009020 ARPA MF-MM #504 Inv	AR-0242	HNB MF-MM Invesco AGPXX		09/21/2023	Open	1052	None	1052	5.2515	5.2515	1.000000	10,000,000.00	10,000,000.00	0.00	1.000000	10,370,886.81	10,370,886.81	0.00
	000-009020 PCB MF-MM #468 GS	AR-0243	HNB MF-MM GS FTOXX		09/06/2023	Open	1504	None	1504	5.2258	5.2258	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	3,117,064.70	3,117,064.70	0.00
	000-009020 PCB MF-MM #504 Inv	AR-0244	HNB MF-MM Invesco AGPXX		09/06/2023	Open	1504	None	1504	5.2515	5.2515	1.000000	3,000,000.00	3,000,000.00	0.00	1.000000	3,117,950.33	3,117,950.33	0.00
	Mutual Fund - Money Market Total									**5.2250**	**5.2250**	**1.000000**	**34,000,000.00**	**34,000,000.00**	**0.00**	**1.000000**	**42,848,376.65**	**42,848,376.65**	**0.00**
Petty Cash	101-004000 GF Petty Cash	AR-0101	Petty Cash - Multiple Depts		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	2,000.00	2,000.00	0.00	1.000000	13,686.85	13,686.85	0.00
	208-004000 Parks Petty Cash	AR-0103	Petty Cash - Parks & Rec		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	1,075.00	1,075.00	0.00	1.000000	1,397.00	1,397.00	0.00
	215-004000 FOC Petty Cash	AR-0104	Petty Cash - FOC		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	250.00	250.00	0.00	0.000000	0.00	0.00	0.00
	221-004000 Health Petty Cash	AR-0105	Petty Cash - Health		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	1,462.00	1,462.00	0.00	1.000000	1,000.00	1,000.00	0.00
	222-004000 CMH Petty Cash	AR-0106	Petty Cash - CMH		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	640.00	640.00	0.00	0.000000	0.00	0.00	0.00
	228-004000 Landfill Petty Cash	AR-0107	Petty Cash - Env Health		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	200.00	200.00	0.00	0.000000	0.00	0.00	0.00
	265-004000 WEMET Petty Cash	AR-0108	Petty Cash - WEMET		08/01/2010	Open	101	None	101	0.0000	0.0000	1.000000	30,000.00	30,000.00	0.00	1.000000	30,000.00	30,000.00	0.00
	Petty Cash Total									**0.0000**	**0.0000**	**1.000000**	**35,627.00**	**35,627.00**	**0.00**	**1.000000**	**46,083.85**	**46,083.85**	**0.00**
Pooled Gov't Fund	000-008040 MICLASS GF	AR-0003	GF X46-0001		12/31/1998	Open	300	None	300	4.7000	4.7000	1.000000	1,016,712.32	1,016,712.32	0.00	1.000000	213,499.55	213,499.55	0.00
	721-008041 MICLASS Lib	AR-0004	Library X46-0002		08/04/2000	Open	300	None	300	4.8000	4.8000	1.000000	79,800.00	79,800.00	0.00	1.000000	582,243.80	582,243.80	0.00
	872-008065 SLSA C&O MM	AR-0184	SLSA C&O X46-0004		03/28/2018	Open	300	None	300	4.7000	4.7000	1.000000	227,718.23	227,718.23	0.00	1.000000	9,174.97	9,174.97	0.00
	872-008066 Lloyds Bayou MM	AR-0185	Lloyds Bayou X46-0005		03/28/2018	Open	300	None	300	4.7000	4.7000	1.000000	25,322.79	25,322.79	0.00	1.000000	19,107.99	19,107.99	0.00
	851-008067 Nunica MM	AR-0186	Nunica X46-0006		03/28/2018	Open	300	None	300	4.7000	4.7000	1.000000	10,534.67	10,534.67	0.00	1.000000	328.03	328.03	0.00
	851-008068 Munn MM	AR-0187	Munn X46-0007		03/23/2018	Open	300	None	300	4.7000	4.7000	1.000000	152,124.52	152,124.52	0.00	1.000000	1,458.32	1,458.32	0.00
	851-008069 Park West MM	AR-0188	Park West X46-0008		03/28/2018	Open	300	None	300	4.7000	4.7000	1.000000	193,127.12	193,127.12	0.00	1.000000	8,625.75	8,625.75	0.00
	Pooled Gov't Fund Total									**4.7698**	**4.7698**	**1.000000**	**1,705,339.65**	**1,705,339.65**	**0.00**	**1.000000**	**834,438.41**	**834,438.41**	**0.00**
Treasury Note	912828D56	19-0017	Treasury Note 2.375 08/15/2024		02/28/2019	Open	1001	2002	1001	2.5069	2.5069	0.993300	2,000,000.00	1,986,600.00	13,400.00	0.999732	2,000,000.00	1,999,463.28	536.72
	912828G38	16-0249	Treasury Note 2.25 11/15/2024		10/17/2016	Open	1001	2002	None	1.6374	1.6374	1.046172	1,000,000.00	1,046,171.88	-46,171.88	1.002757	1,000,000.00	1,002,757.28	-2,757.28
	9128284F4	18-0077	Treasury Note 2.625 03/31/2025		09/24/2018	Open	1018	2002	None	3.0131	3.0131	0.977188	1,000,000.00	977,187.50	22,812.50	0.996843	1,000,000.00	996,842.71	3,157.29
	9128284M9	24-0067	Treasury Note 2.875 04/30/2025		04/11/2024	Open	1015	2005	None	5.0937	5.0937	0.977530	4,000,000.00	3,910,120.00	89,880.00	0.980468	4,000,000.00	3,921,870.64	78,129.36
	912828XB1	18-0024	Treasury Note 2.125 05/15/2025		05/03/2018	Open	1018	2002	None	2.9240	2.9240	0.949531	1,000,000.00	949,531.25	50,468.75	0.992540	1,000,000.00	992,540.07	7,459.93
	91282CHD6	24-0036	Treasury Note 4.25 05/31/2025		12/18/2023	Open	1015	2006	1015	4.6275	4.6275	0.994740	250,000.00	248,685.00	1,315.00	0.996362	250,000.00	249,090.51	909.49
	91282CHD6	24-0068	Treasury Note 4.25 05/31/2025		04/11/2024	Open	1015	2005	1015	5.1189	5.1189	0.990470	4,000,000.00	3,961,880.00	38,120.00	0.991656	4,000,000.00	3,966,625.71	33,374.29
	91282CHL8	24-0069	Treasury Note 4.625 06/30/2025		04/11/2024	Open	1019	2005	None	5.1102	5.1102	0.994260	4,000,000.00	3,977,040.00	22,960.00	0.994941	4,000,000.00	3,979,762.34	20,237.66
	91282CAT8	21-0040	Treasury Note 0.25 10/31/2025		11/02/2020	Open	1001	2002	None	0.3586	0.3586	0.994627	1,000,000.00	994,627.41	5,372.59	0.998470	1,000,000.00	998,470.29	1,529.71
	912828M56	16-0081	Treasury Note 2.25 11/15/2025		03/11/2016	Open	1001	2002	None	1.9028	1.9028	1.030550	1,000,000.00	1,030,550.00	-30,550.00	1.004955	1,000,000.00	1,004,955.07	-4,955.07
	91282CBC4	22-0033	Treasury Note 0.375 12/31/2025		10/15/2021	Open	1015	2002	None	0.9027	0.9027	0.978250	1,000,000.00	978,250.00	21,750.00	0.991742	1,000,000.00	991,741.88	8,258.12
	91282CBW0	23-0016	Treasury Note 0.75 04/30/2026		10/07/2022	Open	1015	2002	1015	4.1732	4.1732	0.887680	1,000,000.00	887,680.00	112,320.00	0.937705	1,000,000.00	937,704.77	62,295.23
	91282CCJ8	22-0129	Treasury Note 0.875 06/30/2026		06/14/2022	Open	1015	2002	None	3.4322	3.4322	0.904200	1,000,000.00	904,200.00	95,800.00	0.949106	1,000,000.00	949,106.23	50,893.77
	91282CCW9	22-0032	Treasury Note 0.75 08/31/2026		10/15/2021	Open	1015	2002	None	1.0155	1.0155	0.987400	1,000,000.00	987,400.00	12,600.00	0.994117	1,000,000.00	994,116.75	5,883.25
	91282CCZ2	22-0034	Treasury Note 0.875 09/30/2026		10/15/2021	Open	1015	2002	None	1.0301	1.0301	0.992520	1,000,000.00	992,520.00	7,480.00	0.996438	1,000,000.00	996,437.80	3,562.20
	91282CCZ2	22-0035	Treasury Note 0.875 09/30/2026		10/15/2021	Open	1010	2002	None	1.0300	1.0300	0.992525	2,000,000.00	1,985,049.50	14,950.50	0.996440	2,000,000.00	1,992,880.13	7,119.87
	912828Z78	23-0079	Treasury Note 1.50 01/31/2027		05/22/2023	Open	1015	2002	None	3.8201	3.8201	0.920766	1,000,000.00	920,765.62	79,234.38	0.941764	1,000,000.00	941,764.29	58,235.71
	912828V98	22-0190	Treasury Note 2.25 02/15/2027		09/26/2022	Open	1015	2002	1015	4.0450	4.0450	0.928500	1,500,000.00	1,392,750.00	107,250.00	0.954444	1,500,000.00	1,431,666.42	68,333.58
	912828X88	23-0015	Treasury Note 2.375 05/15/2027		10/07/2022	Open	1015	2002	1015	4.0848	4.0848	0.928850	1,000,000.00	928,850.00	71,150.00	0.952882	1,000,000.00	952,881.56	47,118.44
	91282CHK0	24-0082	Treasury Note 4.00 06/30/2028		05/10/2024	Open	1019	2002	None	4.5171	4.5171	0.980625	1,000,000.00	980,625.00	19,375.00	0.980902	1,000,000.00	980,902.17	19,097.83
	Treasury Note Total									**3.5155**	**3.5155**	**0.976926**	**30,750,000.00**	**30,040,483.16**	**709,516.84**	**0.984767**	**30,750,000.00**	**30,281,579.90**	**468,420.10**
	Investment Total									**3.9994**	**3.9729**	**0.994356**	**167,166,555.82**	**166,223,121.10**	**943,434.72**	**0.994702**	**126,087,674.47**	**125,419,615.31**	**668,059.16**

GASB 31 Compliance

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

10/01/2023 - 05/31/2024

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2023	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 05/31/2024	Price Source 05/31/2024	Reported Value 05/31/2024	Change in Fair Value	Interest	Net Investment Income
Certificate of Deposit	23-0088-01	C.D. 365 5.19 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.2402	Manual	514,737.27	1.000000	514,737.27	514,737.27	0.00	514,737.27	0.000000	0.00		0.00	0.00	295.60	295.60
	23-0089-01	C.D. 5.15 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.1500	Manual	773,641.25	1.000000	773,641.25	773,641.25	0.00	773,641.25	0.000000	0.00		0.00	0.00	442.69	442.69
	23-0090-01	C.D. 365 5.20 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.2159	Manual	1,032,182.32	1.000000	1,032,182.32	1,032,182.32	0.00	1,032,182.32	0.000000	0.00		0.00	0.00	590.00	590.00
	23-0091-01	C.D. 5.00 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.0000	Manual	516,058.65	1.000000	516,058.65	516,058.65	0.00	516,058.65	0.000000	0.00		0.00	0.00	286.70	286.70
	23-0092-01	C.D. 365 5.11 10/05/2023	07/13/2023	10/05/2023	Amort Value	5.1100	Manual	773,682.02	1.000000	773,682.02	773,682.02	0.00	773,682.02	0.000000	0.00		0.00	0.00	433.26	433.26
	23-0093-01	C.D. 365 5.19 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.2158	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	643.04	643.04
	23-0094-01	C.D. 5.15 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.1500	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	643.75	643.75
	23-0095-01	C.D. 365 5.20 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.2255	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	644.25	644.25
	23-0096-01	C.D. 365 5.15 10/19/2023	07/13/2023	10/19/2023	Amort Value	5.0636	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	624.28	624.28
	23-0098-01	C.D. 365 5.26 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.2960	Manual	850,000.00	1.000000	850,000.00	850,000.00	0.00	850,000.00	0.000000	0.00		0.00	0.00	2,219.97	2,219.97
	23-0099-01	C.D. 5.25 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.2500	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	1,837.50	1,837.50
	23-0100-01	C.D. 365 5.30 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.1915	Manual	850,000.00	1.000000	850,000.00	850,000.00	0.00	850,000.00	0.000000	0.00		0.00	0.00	2,176.17	2,176.17
	23-0101-01	C.D. 365 5.00 10/19/2023	08/10/2023	10/19/2023	Amort Value	4.9427	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	609.37	609.37
	23-0102-01	C.D. 5.24 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.2400	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	1,310.00	1,310.00
	23-0103-01	C.D. 365 5.20 10/19/2023	08/10/2023	10/19/2023	Amort Value	5.1133	Manual	350,000.00	1.000000	350,000.00	350,000.00	0.00	350,000.00	0.000000	0.00		0.00	0.00	882.57	882.57
	23-0108-01	C.D. 5.37 10/31/2023	08/24/2023	10/31/2023	Amort Value	5.3700	Manual	1,046,092.87	1.000000	1,046,092.87	1,046,092.87	0.00	1,046,092.87	0.000000	0.00		0.00	0.00	4,681.27	4,681.27
	23-0109-01	C.D. 365 5.25 10/31/2023	08/24/2023	10/31/2023	Amort Value	5.2251	Manual	2,460,654.54	1.000000	2,460,654.54	2,460,654.54	0.00	2,460,654.54	0.000000	0.00		0.00	0.00	10,567.53	10,567.53
	23-0110-01	C.D. 365 5.37 10/31/2023	08/24/2023	10/31/2023	Amort Value	5.3226	Manual	260,735.25	1.000000	260,735.25	260,735.25	0.00	260,735.25	0.000000	0.00		0.00	0.00	1,140.65	1,140.65
	23-0113-01	C.D. 365 5.35 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.2388	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	3,215.04	3,215.04
	23-0114-01	C.D. 365 5.25 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.2660	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,154.19	1,154.19
	23-0115-01	C.D. 365 5.37 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.3700	Manual	800,000.00	1.000000	800,000.00	800,000.00	0.00	800,000.00	0.000000	0.00		0.00	0.00	3,766.35	3,766.35
	23-0111-01	C.D. 365 5.37 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.3257	Manual	800,000.00	1.000000	800,000.00	800,000.00	0.00	800,000.00	0.000000	0.00		0.00	0.00	3,735.31	3,735.31
	23-0112-01	C.D. 5.37 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.3700	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	3,341.33	3,341.33
	23-0116-01	C.D. 365 5.25 11/02/2023	08/24/2023	11/02/2023	Amort Value	5.1595	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	1,130.85	1,130.85
	23-0117-01	C.D. 365 5.37 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.4015	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	7,991.30	7,991.30
	23-0118-01	C.D. 5.40 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.4000	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	8,100.00	8,100.00
	23-0119-01	C.D. 365 5.35 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.2050	Manual	700,000.00	1.000000	700,000.00	700,000.00	0.00	700,000.00	0.000000	0.00		0.00	0.00	5,989.31	5,989.31
	23-0120-01	C.D. 365 5.15 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.1702	Manual	350,000.00	1.000000	350,000.00	350,000.00	0.00	350,000.00	0.000000	0.00		0.00	0.00	2,974.64	2,974.64
	23-0121-01	C.D. 365 5.18 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.1800	Manual	400,000.00	1.000000	400,000.00	400,000.00	0.00	400,000.00	0.000000	0.00		0.00	0.00	3,406.03	3,406.03
	23-0122-01	C.D. 365 5.25 11/30/2023	09/07/2023	11/30/2023	Amort Value	5.1591	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	2,120.20	2,120.20
	23-0129-01	C.D. 365 5.25 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.1693	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	3,115.72	3,115.72
	23-0123-01	C.D. 365 5.37 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.4126	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	11,744.61	11,744.61
	23-0125-01	C.D. 365 5.35 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.2250	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	6,298.68	6,298.68
	23-0124-01	C.D. 5.40 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.4000	Manual	900,000.00	1.000000	900,000.00	900,000.00	0.00	900,000.00	0.000000	0.00		0.00	0.00	11,880.00	11,880.00
	23-0127-01	C.D. 5.10 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.1000	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	3,116.67	3,116.67
	23-0126-01	C.D. 5.15 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.1094	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	3,122.43	3,122.43
	23-0128-01	C.D. 365 5.20 12/28/2023	09/07/2023	12/28/2023	Amort Value	5.2000	Manual	450,000.00	1.000000	450,000.00	450,000.00	0.00	450,000.00	0.000000	0.00		0.00	0.00	5,641.65	5,641.65
	23-0134-01	C.D. 365 5.319 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.3575	Manual	696,511.86	1.000000	696,511.86	696,511.86	0.00	696,511.86	0.000000	0.00		0.00	0.00	11,859.27	11,859.27
	23-0135-01	C.D. 365 5.15 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.1478	Manual	1,141,365.61	1.000000	1,141,365.61	1,141,365.61	0.00	1,141,365.61	0.000000	0.00		0.00	0.00	18,605.74	18,605.74
	23-0136-01	C.D. 5.12 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.1200	Manual	259,951.51	1.000000	259,951.51	259,951.51	0.00	259,951.51	0.000000	0.00		0.00	0.00	4,288.62	4,288.62
	23-0137-01	C.D. 365 5.19 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.1900	Manual	418,221.60	1.000000	418,221.60	418,221.60	0.00	418,221.60	0.000000	0.00		0.00	0.00	6,898.25	6,898.25
	23-0132-01	C.D. 365 5.40 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.4429	Manual	259,371.67	1.000000	259,371.67	259,371.67	0.00	259,371.67	0.000000	0.00		0.00	0.00	4,486.64	4,486.64
	23-0133-01	C.D. 5.40 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.4000	Manual	471,125.39	1.000000	471,125.39	471,125.39	0.00	471,125.39	0.000000	0.00		0.00	0.00	8,197.58	8,197.58
	23-0138-01	C.D. 365 5.15 01/25/2024	09/21/2023	01/25/2024	Amort Value	5.1886	Manual	418,426.21	1.000000	418,426.21	418,426.21	0.00	418,426.21	0.000000	0.00		0.00	0.00	6,995.54	6,995.54
	23-0139-01	C.D. 365 5.40 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.4534	Manual	750,000.00	1.000000	750,000.00	750,000.00	0.00	750,000.00	0.000000	0.00		0.00	0.00	16,136.12	16,136.12
	23-0140-01	C.D. 5.40 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.4000	Manual	750,000.00	1.000000	750,000.00	750,000.00	0.00	750,000.00	0.000000	0.00		0.00	0.00	16,200.00	16,200.00
	23-0141-01	C.D. 365 5.45 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.3621	Manual	650,000.00	1.000000	650,000.00	650,000.00	0.00	650,000.00	0.000000	0.00		0.00	0.00	13,750.52	13,750.52
	23-0142-01	C.D. 5.15 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.1238	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	5,123.78	5,123.78
	23-0143-01	C.D. 5.15 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.1500	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	5,150.00	5,150.00
	23-0144-01	C.D. 365 5.19 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.1900	Manual	350,000.00	1.000000	350,000.00	350,000.00	0.00	350,000.00	0.000000	0.00		0.00	0.00	7,166.47	7,166.47
	23-0145-01	C.D. 365 5.35 02/22/2024	09/21/2023	02/22/2024	Amort Value	5.2716	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	10,398.69	10,398.69
	24-0001-01	C.D. 365 5.40 03/21/2024	10/05/2023	03/21/2024	Amort Value	5.4165		520,909.73	0.000000	0.00	0.00	520,909.73	520,909.73	0.000000	0.00		0.00	0.00	12,986.55	12,986.55
	24-0002-01	C.D. 5.45 03/21/2024	10/05/2023	03/21/2024	Amort Value	5.4500		782,937.84	0.000000	0.00	0.00	782,937.84	782,937.84	0.000000	0.00		0.00	0.00	19,912.72	19,912.72
	24-0003-01	C.D. 365 5.18 03/21/2024	10/05/2023	03/21/2024	Amort Value	5.1626		1,044,572.37	0.000000	0.00	0.00	1,044,572.37	1,044,572.37	0.000000	0.00		0.00	0.00	24,821.38	24,821.38
	24-0004-01	C.D. 5.17 03/21/2024	10/05/2023	03/21/2024	Amort Value	5.2931		522,079.33	0.000000	0.00	0.00	522,079.33	522,079.33	0.000000	0.00		0.00	0.00	12,895.94	12,895.94
	24-0005-01	C.D. 365 5.22 03/21/2024	10/05/2023	03/21/2024	Amort Value	5.2200		782,780.52	0.000000	0.00	0.00	782,780.52	782,780.52	0.000000	0.00		0.00	0.00	18,807.32	18,807.32
	24-0006-01	C.D. 365 5.40 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.4528		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	13,519.89	13,519.89
	24-0007-01	C.D. 5.45 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.4500		600,000.00	0.000000	0.00	0.00	600,000.00	600,000.00	0.000000	0.00		0.00	0.00	16,440.83	16,440.83
	24-0008-01	C.D. 365 5.36 04/04/2024	10/05/2023	04/04/2024	Amort Value	5.4088		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	13,484.88	13,484.88
	24-0009-01	C.D. 365 5.30 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.2650		350,000.00	0.000000	0.00	0.00	350,000.00	350,000.00	0.000000	0.00		0.00	0.00	9,138.01	9,138.01
	24-0010-01	C.D. 5.19 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.1900		250,000.00	0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	6,523.54	6,523.54
	24-0011-01	C.D. 365 5.22 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.2790		300,000.00	0.000000	0.00	0.00	300,000.00	300,000.00	0.000000	0.00		0.00	0.00	7,853.42	7,853.42
	24-0012-01	C.D. 365 5.50 04/04/2024	10/05/2023	04/04/2024	Amort Value	5.5000		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	13,712.33	13,712.33
	24-0013-01	C.D. 365 5.40 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.4675		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	13,556.51	13,556.51
	24-0014-01	C.D. 365 5.40 04/18/2024	10/06/2023	04/18/2024	Amort Value	5.4584		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	14,580.78	14,580.78
	24-0015-01	C.D. 5.45 04/18/2024	10/06/2023	04/18/2024	Amort Value	5.4500		600,000.00	0.000000	0.00	0.00	600,000.00	600,000.00	0.000000	0.00		0.00	0.00	17,712.50	17,712.50
	24-0016-01	C.D. 365 5.36 04/18/2024	10/05/2023	04/18/2024	Amort Value	5.3958		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	14,487.48	14,487.48
	24-0017-01	C.D. 365 5.30 04/18/2024	10/06/2023	04/18/2024	Amort Value	5.2685		350,000.00	0.000000	0.00	0.00	350,000.00	350,000.00	0.000000	0.00		0.00	0.00	9,851.44	9,851.44
	24-0018-01	C.D. 5.19 04/18/2024	10/06/2023	04/18/2024	Amort Value	5.1900		250,000.00	0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	7,028.13	7,028.13
	24-0019-01	C.D. 365 5.25 04/18/2024	10/06/2023	04/18/2024	Amort Value	5.2769		300,000.00	0.000000	0.00	0.00	300,000.00	300,000.00	0.000000	0.00		0.00	0.00	8,457.53	8,457.53
	24-0020-01	C.D. 365 5.50 04/18/2024	10/05/2023	04/18/2024	Amort Value	5.5000		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	14,767.12	14,767.12
	24-0021-01	C.D. 365 5.45 04/18/2024	10/06/2023	04/18/2024	Amort Value	5.5187		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	14,741.75	14,741.75
	24-0022-01	C.D. 365 5.40 04/30/2024	10/06/2023	04/30/2024	Amort Value	5.4626		400,000.00	0.000000	0.00	0.00	400,000.00	400,000.00	0.000000	0.00		0.00	0.00	12,391.86	12,391.86
	24-0023-01	C.D. 5.45 04/30/2024	10/06/2023	04/30/2024	Amort Value	5.4500		400,000.00	0.000000	0.00	0.00	400,000.00	400,000.00	0.000000	0.00		0.00	0.00	12,535.00	12,535.00
	24-0024-01	C.D. 365 5.36 04/30/2024	10/05/2023	04/30/2024	Amort Value	5.4016		350,000.00	0.000000	0.00	0.00	350,000.00	350,000.00	0.000000	0.00		0.00	0.00	10,773.64	10,773.64
	24-0025-01	C.D. 365 5.30 04/30/2024	10/06/2023	04/30/2024	Amort Value	5.2713		250,000.00	0.000000	0.00	0.00	250,000.00	250,000.00	0.000000	0.00		0.00	0.00	7,473.67	7,473.67
	24-0026-01	C.D. 365 5.50 04/30/2024	10/05/2023	04/30/2024	Amort Value	5.5000		300,000.00	0.000000	0.00	0.00	300,000.00	300,000.00	0.000000	0.00		0.00	0.00	9,402.74	9,402.74
	24-0027-01	C.D. 365 5.45 04/30/2024	10/06/2023	04/30/2024	Amort Value	5.5191		300,000.00	0.000000	0.00	0.00	300,000.00	300,000.00	0.000000	0.00		0.00	0.00	9,390.05	9,390.05
	24-0030-01	C.D. 365 5.40 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.4578		858,601.02	0.000000	0.00	0.00	858,601.02	858,601.02	0.000000	0.00		0.00	0.00	25,163.61	25,163.61
	24-0031-01	C.D. 5.45 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.4500		707,145.83	0.000000	0.00	0.00	707,145.83	707,145.83	0.000000	0.00		0.00	0.00	20,982.59	20,982.59

GASB 31 Compliance

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

10/01/2023 - 05/31/2024

	CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2023	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 05/31/2024	Price Source 05/31/2024	Reported Value 05/31/2024	Change in Fair Value	Interest	Net Investment Income
		24-0032-01	C.D. 365 5.367 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.4603		858,462.89	0.000000	0.00	0.00	858,462.89	858,462.89	0.000000	0.00		0.00	0.00	25,171.06	25,171.06
		24-0033-01	C.D. 365 5.40 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.4659		252,369.78	0.000000	0.00	0.00	252,369.78	252,369.78	0.000000	0.00		0.00	0.00	7,407.40	7,407.40
		24-0034-01	C.D. 365 5.50 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.5000		505,094.44	0.000000	0.00	0.00	505,094.44	505,094.44	0.000000	0.00		0.00	0.00	14,917.58	14,917.58
		24-0035-01	C.D. 365 5.199 05/02/2024	10/19/2023	05/02/2024	Amort Value	5.3351		353,419.62	0.000000	0.00	0.00	353,419.62	353,419.62	0.000000	0.00		0.00	0.00	10,124.95	10,124.95
		24-0038-01	C.D. 365 5.05 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.0653		264,241.50	0.000000	0.00	0.00	264,241.50	264,241.50	0.000000	0.00		0.00	0.00	4,107.07	4,107.07
		24-0039-01	C.D. 5.20 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.2000		480,029.66	0.000000	0.00	0.00	480,029.66	480,029.66	0.000000	0.00		0.00	0.00	7,765.81	7,765.81
		24-0041-01	C.D. 365 5.16 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.1600		425,714.53	0.000000	0.00	0.00	425,714.53	425,714.53	0.000000	0.00		0.00	0.00	6,740.52	6,740.52
		24-0043-01	C.D. 365 5.20 05/16/2024	01/25/2024	05/16/2024	Amort Value	4.2787		500,000.00	0.000000	0.00	0.00	500,000.00	500,000.00	0.000000	0.00		0.00	0.00	6,564.63	6,564.63
		24-0044-01	C.D. 365 5.25 05/16/2024	01/25/2024	05/16/2024	Amort Value	5.2500		700,000.00	0.000000	0.00	0.00	700,000.00	700,000.00	0.000000	0.00		0.00	0.00	11,276.71	11,276.71
		24-0040-01	C.D. 5.00 05/16/2024	01/25/2024	05/16/2024	Amort Value	4.9976		1,161,769.46	0.000000	0.00	0.00	1,161,769.46	1,161,769.46	0.000000	0.00		0.00	0.00	17,901.96	17,901.96
		24-0042-01	C.D. 4.94 05/16/2024	01/25/2024	05/16/2024	Amort Value	4.8629		426,019.00	0.000000	0.00	0.00	426,019.00	426,019.00	0.000000	0.00		0.00	0.00	6,445.27	6,445.27
		24-0045-01	C.D. 365 5.05 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.0605		767,244.00	0.000000	0.00	0.00	767,244.00	767,244.00	0.000000	0.00		0.00	0.00	10,424.62	10,424.62
		24-0046-01	C.D. 5.20 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.2000		767,325.00	0.000000	0.00	0.00	767,325.00	767,325.00	0.000000	0.00		0.00	0.00	10,861.91	10,861.91
		24-0047-01	C.D. 365 5.176 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.1874		664,705.42	0.000000	0.00	0.00	664,705.42	664,705.42	0.000000	0.00		0.00	0.00	9,257.85	9,257.85
		24-0048-01	C.D. 365 5.15 05/30/2024	02/22/2024	05/30/2024	Amort Value	4.5386		255,479.60	0.000000	0.00	0.00	255,479.60	255,479.60	0.000000	0.00		0.00	0.00	3,113.20	3,113.20
		24-0049-01	C.D. 5.23 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.2300		255,507.64	0.000000	0.00	0.00	255,507.64	255,507.64	0.000000	0.00		0.00	0.00	3,637.72	3,637.72
		24-0050-01	C.D. 365 5.13 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.1300		357,664.14	0.000000	0.00	0.00	357,664.14	357,664.14	0.000000	0.00		0.00	0.00	4,926.36	4,926.36
		24-0051-01	C.D. 365 5.01 05/30/2024	02/22/2024	05/30/2024	Amort Value	5.1043		511,112.76	0.000000	0.00	0.00	511,112.76	511,112.76	0.000000	0.00		0.00	0.00	7,004.64	7,004.64
		24-0059	C.D. 365 5.15 06/27/2024	04/04/2024	Open	Amort Value	5.1600		513,519.89	0.000000	0.00	0.00	513,519.89	0.00	1.000000	513,519.89	Manual	513,519.89	0.00	4,210.60	4,210.60
		24-0060	C.D. 5.25 06/27/2024	04/04/2024	Open	Amort Value	5.2500		616,440.83	0.000000	0.00	0.00	616,440.83	0.00	1.000000	616,440.83	Manual	616,440.83	0.00	5,214.06	5,214.06
		24-0061	C.D. 365 5.13 06/27/2024	04/04/2024	Open	Amort Value	5.1300		513,484.88	0.000000	0.00	0.00	513,484.88	0.00	1.000000	513,484.88	Manual	513,484.88	0.00	4,185.82	4,185.82
		24-0062	C.D. 365 5.15 06/27/2024	04/04/2024	Open	Amort Value	5.1500		359,138.01	0.000000	0.00	0.00	359,138.01	0.00	1.000000	359,138.01	Manual	359,138.01	0.00	2,939.03	2,939.03
		24-0063	C.D. 5.18 06/27/2024	04/04/2024	Open	Amort Value	5.1800		256,523.54	0.000000	0.00	0.00	256,523.54	0.00	1.000000	256,523.54	Manual	256,523.54	0.00	2,140.83	2,140.83
		24-0064	C.D. 365 5.25 06/27/2024	04/04/2024	Open	Amort Value	5.2500		513,712.33	0.000000	0.00	0.00	513,712.33	0.00	1.000000	513,712.33	Manual	513,712.33	0.00	4,285.63	4,285.63
		24-0065	C.D. 365 5.25 06/27/2024	04/04/2024	Open	Amort Value	5.2375		513,556.51	0.000000	0.00	0.00	513,556.51	0.00	1.000000	513,556.51	Manual	513,556.51	0.00	4,274.14	4,274.14
		24-0066	C.D. 365 5.25 06/27/2024	04/05/2024	Open	Amort Value	5.2500		307,853.42	0.000000	0.00	0.00	307,853.42	0.00	1.000000	307,853.42	Manual	307,853.42	0.00	2,523.98	2,523.98
		24-0070	C.D. 365 5.10 07/11/2024	04/30/2024	Open	Amort Value	5.1006		412,391.86	0.000000	0.00	0.00	412,391.86	0.00	1.000000	412,391.86	Manual	412,391.86	0.00	1,844.10	1,844.10
		24-0071	C.D. 5.25 07/11/2024	04/30/2024	Open	Amort Value	5.2500		412,535.00	0.000000	0.00	0.00	412,535.00	0.00	1.000000	412,535.00	Manual	412,535.00	0.00	1,925.16	1,925.16
		24-0072	C.D. 5.22 07/11/2024	04/30/2024	Open	Amort Value	5.2200		360,773.64	0.000000	0.00	0.00	360,773.64	0.00	1.000000	360,773.64	Manual	360,773.64	0.00	1,673.99	1,673.99
		24-0073	C.D. 365 5.15 07/11/2024	04/30/2024	Open	Amort Value	5.1500		257,473.67	0.000000	0.00	0.00	257,473.67	0.00	1.000000	257,473.67	Manual	257,473.67	0.00	1,162.51	1,162.51
		24-0074	C.D. 365 5.20 07/11/2024	04/30/2024	Open	Amort Value	5.2000		309,402.74	0.000000	0.00	0.00	309,402.74	0.00	1.000000	309,402.74	Manual	309,402.74	0.00	1,410.54	1,410.54
		24-0075	C.D. 365 5.25 07/11/2024	04/30/2024	Open	Amort Value	5.2278		309,390.05	0.000000	0.00	0.00	309,390.05	0.00	1.000000	309,390.05	Manual	309,390.05	0.00	1,418.02	1,418.02
		24-0076	C.D. 365 5.10 07/25/2024	05/02/2024	Open	Amort Value	5.0999		883,764.63	0.000000	0.00	0.00	883,764.63	0.00	1.000000	883,764.63	Manual	883,764.63	0.00	3,704.44	3,704.44
		24-0077	C.D. 5.25 07/25/2024	05/02/2024	Open	Amort Value	5.2500		728,128.42	0.000000	0.00	0.00	728,128.42	0.00	1.000000	728,128.42	Manual	728,128.42	0.00	3,185.56	3,185.56
		24-0078	C.D. 365 5.22 07/25/2024	05/02/2024	Open	Amort Value	5.2200		883,633.95	0.000000	0.00	0.00	883,633.95	0.00	1.000000	883,633.95	Manual	883,633.95	0.00	3,791.15	3,791.15
		24-0079	C.D. 365 5.15 07/25/2024	05/02/2024	Open	Amort Value	5.1500		259,777.18	0.000000	0.00	0.00	259,777.18	0.00	1.000000	259,777.18	Manual	259,777.18	0.00	1,099.60	1,099.60
		24-0080	C.D. 365 5.20 07/25/2024	05/02/2024	Open	Amort Value	5.2000		520,012.02	0.000000	0.00	0.00	520,012.02	0.00	1.000000	520,012.02	Manual	520,012.02	0.00	2,222.52	2,222.52
		24-0081	C.D. 365 5.25 07/25/2024	05/02/2024	Open	Amort Value	5.2500		363,544.57	0.000000	0.00	0.00	363,544.57	0.00	1.000000	363,544.57	Manual	363,544.57	0.00	1,568.72	1,568.72
		24-0083	C.D. 365 5.05 08/08/2024	05/30/2024	Open	Amort Value	5.0401		777,668.62	0.000000	0.00	0.00	777,668.62	0.00	1.000000	777,668.62	Manual	777,668.62	0.00	214.77	214.77
		24-0084	C.D. 365 5.25 08/08/2024	05/30/2024	Open	Amort Value	5.2500		778,186.91	0.000000	0.00	0.00	778,186.91	0.00	1.000000	778,186.91	Manual	778,186.91	0.00	223.86	223.86
		24-0085	C.D. 365 5.176 08/08/2024	05/30/2024	Open	Amort Value	5.1760		673,963.27	0.000000	0.00	0.00	673,963.27	0.00	1.000000	673,963.27	Manual	673,963.27	0.00	191.15	191.15
		24-0086	C.D. 365 5.27 08/08/2024	05/30/2024	Open	Amort Value	5.2700		258,592.80	0.000000	0.00	0.00	258,592.80	0.00	1.000000	258,592.80	Manual	258,592.80	0.00	74.67	74.67
		24-0087	C.D. 5.20 08/08/2024	05/30/2024	Open	Amort Value	5.2000		258,592.80	0.000000	0.00	0.00	258,592.80	0.00	1.000000	258,592.80	Manual	258,592.80	0.00	74.70	74.70
		24-0088	C.D. 365 5.20 08/08/2024	05/30/2024	Open	Amort Value	5.2000		362,590.50	0.000000	0.00	0.00	362,590.50	0.00	1.000000	362,590.50	Manual	362,590.50	0.00	103.31	103.31
		24-0089	C.D. 365 5.25 08/08/2024	05/30/2024	Open	Amort Value	5.2166		518,117.40	0.000000	0.00	0.00	518,117.40	0.00	1.000000	518,117.40	Manual	518,117.40	0.00	148.10	148.10
		24-0052	C.D. 365 5.05 06/13/2024	03/21/2024	Open	Amort Value	5.0653		533,896.28	0.000000	0.00	0.00	533,896.28	0.00	1.000000	533,896.28	Manual	533,896.28	0.00	5,334.58	5,334.58
		24-0054	C.D. 365 5.15 06/13/2024	03/21/2024	Open	Amort Value	5.1500		1,069,393.75	0.000000	0.00	0.00	1,069,393.75	0.00	1.000000	1,069,393.75	Manual	1,069,393.75	0.00	10,863.87	10,863.87
		24-0055	C.D. 365 5.01 06/13/2024	03/21/2024	Open	Amort Value	5.0100		801,587.84	0.000000	0.00	0.00	801,587.84	0.00	1.000000	801,587.84	Manual	801,587.84	0.00	7,921.88	7,921.88
		24-0056	C.D. 365 5.25 06/13/2024	03/25/2024	Open	Amort Value	5.1448		534,975.27	0.000000	0.00	0.00	534,975.27	0.00	1.000000	534,975.27	Manual	534,975.27	0.00	5,127.66	5,127.66
		24-0053	C.D. 5.25 06/13/2024	03/21/2024	Open	Amort Value	5.2500		802,850.56	0.000000	0.00	0.00	802,850.56	0.00	1.000000	802,850.56	Manual	802,850.56	0.00	8,429.93	8,429.93
	Certificate of Deposit Total						**5.2966**		**69,933,417.24**	**1.000000**	**29,542,758.02**	**29,542,758.02**	**40,390,659.22**	**53,267,944.10**	**1.000000**	**16,665,473.14**		**16,665,473.14**	**0.00**	**911,661.48**	**911,661.48**
Checking	000-001010 Hybrid-MS-AP-PR	AR-0123	Hybrid/MS/AP HNB X3705	12/18/2019	Open	Fair Value	0.5032	Manual	1,000,000.00	1.000000	65,548,104.97	65,548,104.97	0.00	60,384,870.29	1.000000	5,163,234.68	Manual	5,163,234.68	0.00	58,781.78	58,781.78
	100-002038 Infinisource Coll	AR-0135	Infinisource Flex Coll X0333	12/11/2013	Open	Fair Value	0.0000	Manual	2,500.00	1.000000	2,376.70	2,376.70	0.00	52.93	1.000000	2,323.77	Manual	2,323.77	0.00	0.00	0.00
	100-001015 Infinisource Flex	AR-0207	Infinisource Flex HNB X6669	06/19/2020	Open	Fair Value	0.0000	Manual	5,321.21	1.000000	75,094.16	75,094.16	0.00	-20,674.19	1.000000	95,768.35	Manual	95,768.35	0.00	0.00	0.00
	701-001052 IOLTA	AR-0222	IOLTA HNB X2995	10/08/2021	Open	Fair Value	0.0000	Manual	75.08	0.000000	0.00	0.00	0.00	-1,070.00	1.000000	1,070.00	Manual	1,070.00	0.00	0.00	0.00
	701-001018 Inmate Trust	AR-0227	Inmate Trust HNB X0285	10/29/2021	Open	Fair Value	0.0000	Manual	30,000.00	1.000000	56,653.85	56,653.85	0.00	29,626.09	1.000000	27,027.76	Manual	27,027.76	0.00	0.00	0.00
	701-001019 Inmate Release	AR-0228	Inmate Rel DC Rapid X9460	10/28/2021	Open	Fair Value	0.0000	Manual	25,000.00	1.000000	29,657.13	29,657.13	0.00	-213.53	1.000000	29,870.66	Manual	29,870.66	0.00	0.00	0.00
	469-001054 Family Justice Cent	AR-0229	FJC HNB X8125	05/03/2022	Open	Fair Value	0.0000	Manual	600,000.00	1.000000	962,929.77	962,929.77	0.00	-24,250.46	1.000000	987,180.23	Manual	987,180.23	0.00	0.00	0.00
	Checking Total						**0.4728**		**1,662,896.29**	**1.000000**	**66,674,816.58**	**66,674,816.58**	**0.00**	**60,368,341.13**	**1.000000**	**6,306,475.45**		**6,306,475.45**	**0.00**	**58,781.78**	**58,781.78**
Court Accounts-Checking	000-005010 HODC	AR-0199	HODC HNB X7535	09/30/2019	Open	Fair Value	0.0000	Manual	76,772.33	1.000000	40,940.00	40,940.00	0.00	25,542.57	1.000000	15,397.43	Manual	15,397.43	0.00	0.00	0.00
	000-005010 HUDC	AR-0200	HUDC HNB X7548	09/30/2019	Open	Fair Value	0.0000	Manual	28,073.00	1.000000	8,985.00	8,985.00	0.00	7,063.00	1.000000	1,922.00	Manual	1,922.00	0.00	0.00	0.00
	000-005010 FOC	AR-0201	FOC HNB X7551	09/30/2019	Open	Fair Value	0.0000	Manual	7,757.15	1.000000	81.58	81.58	0.00	-4,942.80	1.000000	5,024.38	Manual	5,024.38	0.00	0.00	0.00
	000-005010 LSHC	AR-0202	LSHC HNB X7564	09/30/2019	Open	Fair Value	0.0000	Manual	3,198.27	1.000000	5,000.00	5,000.00	0.00	4,420.00	1.000000	580.00	Manual	580.00	0.00	0.00	0.00
	000-005010 Clerk	AR-0203	Clerk HNB X7519	09/30/2019	Open	Fair Value	0.0000	Manual	144,748.90	1.000000	243,463.33	243,463.33	0.00	117,742.59	1.000000	125,720.74	Manual	125,720.74	0.00	0.00	0.00
	000-005010 GHDC	AR-0198	GHDC HNB X7522	09/30/2019	Open	Fair Value	0.0000	Manual	36,133.44	1.000000	20,770.00	20,770.00	0.00	16,602.00	1.000000	4,168.00	Manual	4,168.00	0.00	0.00	0.00
	710-001005 Court Escrow	AR-0249	COURT ESCROW HNB X3406	03/18/2024	Open	Fair Value	0.0000	Manual	41.00	0.000000	0.00	0.00	41.00	-1,149.00	1.000000	1,190.00	Manual	1,190.00	0.00	0.00	0.00
	Court Accounts-Checking Total						**0.0000**		**296,724.09**	**1.000000**	**319,239.91**	**319,239.91**	**41.00**	**165,278.36**	**1.000000**	**154,002.55**		**154,002.55**	**0.00**	**0.00**	**0.00**
FAMCA	31422XT28	23-0080	FAMCA 4.00 12/16/2026	05/22/2023	Open	Fair Value	5.3190	ICE	1,001,760.00	0.972490	1,000,000.00	972,490.00	0.00	0.00	0.981340	1,000,000.00	ICE	981,340.00	8,850.00	26,666.66	35,516.66
	31422XZP0	22-0130	FAMCA 3.05 06/17/2027	06/17/2022	Open	Fair Value	5.2250	ICE	980,000.00	0.939426	1,000,000.00	939,426.00	0.00	0.00	0.953405	1,000,000.00	ICE	953,405.00	13,979.00	20,333.33	34,312.33
	FAMCA Total						**5.2724**		**1,981,760.00**	**0.955958**	**2,000,000.00**	**1,911,916.00**	**0.00**	**0.00**	**0.967373**	**2,000,000.00**		**1,934,745.00**	**22,829.00**	**46,999.99**	**69,828.99**
FFCB	3133ELNE0	20-0032-01	FFCB 1.43 02/14/2024	03/13/2020	02/14/2024	Fair Value	5.5430	ICE	1,026,010.00	0.984736	1,000,000.00	984,736.00	0.00	1,000,000.00	0.000000	0.00		0.00	15,264.00	5,283.06	20,547.06
	3133ENQ29	22-0191	FFCB 4.00 09/29/2027	09/29/2022	Open	Fair Value	5.3066	ICE	1,497,600.00	0.970487	1,500,000.00	1,455,730.50	0.00	0.00	0.979153	1,500,000.00	ICE	1,468,729.50	12,999.00	40,000.00	52,999.00
	FFCB Total						**5.3706**		**2,523,610.00**	**0.976187**	**2,500,000.00**	**2,440,466.50**	**0.00**	**1,000,000.00**	**0.979153**	**1,500,000.00**		**1,468,729.50**	**28,263.00**	**45,283.06**	**73,546.06**
FHLB	313373B68	23-0087	FHLB 4.375 03/13/2026	06/22/2023	Open	Fair Value	5.2749	ICE	1,347,340.50	0.985548	1,350,000.00	1,330,489.80	0.00	0.00	0.991489	1,350,000.00	ICE	1,338,510.15	8,020.35	39,375.01	47,395.36
	3130AXU63	24-0037	FHLB 4.625 11/17/2026	12/18/2023	Open	Fair Value	1.5782		758,940.00	0.000000	0.00	0.00	758,940.00	0.00	0.998209	750,000.00	ICE	748,656.75	-10,283.25	15,705.73	5,422.48
	3130A4CH3	20-0033	FHLB 2.375 03/14/2025	03/13/2020	Open	Fair Value	5.2329	ICE	1,073,840.00	0.958931	1,000,000.00	958,931.00	0.00	0.00	0.978684	1,000,000.00	ICE	978,684.00	19,753.00	15,833.33	35,586.33
	3130ANQ29	21-0153	FHLB 0.50 10/09/2024	09/09/2021	Open	Fair Value	5.3740	ICE	750,000.00	0.949717	750,000.00	712,287.75	0.00	0.00	0.982210	750,000.00	ICE	736,657.50	24,369.75	2,500.00	26,869.75
	3130ANX39	21-0159	FHLB 0.50 09/30/2026	09/30/2021	Open	Fair Value	5.1829	ICE	1,250,000.00	0.894572	1,250,000.00	1,118,215.00	0.00	0.00	0.922458	1,250,000.00	ICE	1,153,072.50	34,857.50	8,333.34	43,190.84
	FHLB Total						**4.8676**		**5,180,120.50**	**0.947109**	**4,350,000.00**	**4,119,923.55**	**758,940.00**	**0.00**	**0.971683**	**5,100,000.00**		**4,955,580.90**	**76,717.35**	**81,747.41**	**158,464.76**
FHLMC	3137EAEX3	22-0128	FHLMC 0.375 09/23/2025	06/14/2022	Open	Fair Value	5.0096	ICE	907,400.00	0.911761	1,000,000.00	911,761.00	0.00	0.00	0.940863	1,000,000.00	ICE	940,863.00	29,102.00	2,500.00	31,602.00

GASB 31 Compliance

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

10/01/2023 - 05/31/2024

	CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2023	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 05/31/2024	Price Source 05/31/2024	Reported Value 05/31/2024	Change in Fair Value	Interest	Net Investment Income
	3134GVQQ4	20-0039	FHLMC 0.75 04/30/2025	04/30/2020	Open	Fair Value	5.5370	ICE	1,000,000.00	0.929603	1,000,000.00	929,603.00	0.00	0.00	0.961516	1,000,000.00	ICE	961,516.00	31,913.00	5,000.00	36,913.00
	3134GWJ64	20-0095	Freddie Mac 0.40 06/10/2024	09/10/2020	Open	Fair Value	5.5438	ICE	1,000,000.00	0.964757	1,000,000.00	964,757.00	0.00	0.00	0.999049	1,000,000.00	ICE	999,049.00	34,292.00	2,666.67	36,958.67
	3134GWKZ8	20-0055	FHLMC 0.625 08/18/2025	08/18/2020	Open	Fair Value	5.3454	ICE	1,000,000.00	0.917152	1,000,000.00	917,152.00	0.00	0.00	0.948621	1,000,000.00	ICE	948,621.00	31,469.00	4,166.66	35,635.66
	FHLMC Total						**5.3637**		**3,907,400.00**	**0.930818**	**4,000,000.00**	**3,723,273.00**	**0.00**	**0.00**	**0.962512**	**4,000,000.00**		**3,850,049.00**	**126,776.00**	**14,333.33**	**141,109.33**
FNMA	3135G0K36	22-0189	FNMA 2.125 04/24/2026	09/26/2022	Open	Fair Value	4.9905	ICE	1,868,240.00	0.932718	2,000,000.00	1,865,436.00	0.00	0.00	0.950275	2,000,000.00	ICE	1,900,550.00	35,114.00	28,333.34	63,447.34
	3135G0W66	20-0029	Agency-FNMA 1.625 10/15/2024	01/14/2020	Open	Fair Value	5.3586	ICE	998,818.82	0.961473	1,000,000.00	961,473.00	0.00	0.00	0.986355	1,000,000.00	ICE	986,355.00	24,882.00	10,833.33	35,715.33
	FNMA Total						**5.1171**		**2,867,058.82**	**0.942303**	**3,000,000.00**	**2,826,909.00**	**0.00**	**0.00**	**0.962302**	**3,000,000.00**		**2,886,905.00**	**59,996.00**	**39,166.67**	**99,162.67**
Money Market	000-008015 ARPA MM	AR-0230	HNB ARPA MM X4879	01/20/2023	Open	Fair Value	4.2500	Manual	30,276,437.41	1.000000	6,646,188.14	6,646,188.14	0.00	2,397,932.68	1.000000	4,248,255.46	Manual	4,248,255.46	0.00	193,599.04	193,599.04
	469-008006 FJC MM	AR-0231	HNB FJC MM X4895	02/07/2023	Open	Fair Value	4.2500	Manual	22,184,266.24	1.000000	4,945,887.81	4,945,887.81	0.00	4,454,249.30	1.000000	491,638.51	Manual	491,638.51	0.00	67,893.35	67,893.35
	000-008016 PCB Settlement MM	AR-0232	HNB PCB Settle MM X5140	05/05/2023	Open	Fair Value	4.2500	Manual	6,719,792.00	1.000000	819,636.81	819,636.81	0.00	-23,324.17	1.000000	842,960.98	Manual	842,960.98	0.00	23,534.87	23,534.87
	234-008008 Farmland Pres-CF	AR-0248	Farmland Pres MM	09/30/2023	Open	Fair Value	3.2389	Manual	1,000,000.00	1.000000	1,000,000.00	1,000,000.00	0.00	-29,969.47	1.000000	1,029,969.47	Manual	1,029,969.47	0.00	21,994.21	21,994.21
	Money Market Total						**4.1570**		**60,180,495.65**	**1.000000**	**13,411,712.76**	**13,411,712.76**	**0.00**	**6,798,888.34**	**1.000000**	**6,612,824.42**		**6,612,824.42**	**0.00**	**307,021.47**	**307,021.47**
Municipal Bond	59447TA60	21-0003-01	Muni-Mi St Fin Auth Revenue 0.487 10/01/2023	10/15/2020	10/01/2023	Fair Value	0.0000	ICE	275,000.00	1.000000	275,000.00	275,000.00	0.00	275,000.00	0.000000	0.00		0.00	0.00	0.00	0.00
	59465MW68	23-0081-01	Muni-MI ST HSG DEV 3.116 10/01/2027	05/23/2023	04/01/2024	Fair Value	19.2033	ICE	972,256.30	0.922879	1,010,000.00	932,107.79	0.00	1,010,000.00	0.000000	0.00		0.00	77,892.21	15,735.80	93,628.01
	790450GU8	20-0053-01	Muni-St Johns MI Public Schs 0.65 05/01/2024	07/08/2020	05/01/2024	Fair Value	5.4102	ICE	285,000.00	0.972232	285,000.00	277,086.12	0.00	285,000.00	0.000000	0.00		0.00	7,913.88	1,080.63	8,994.51
	272497RH3	23-0082	Muni-E GR Schools 2.431 05/01/2028	05/24/2023	Open	Fair Value	6.8433	ICE	212,060.00	0.887554	230,000.00	204,137.42	0.00	0.00	0.913703	230,000.00	ICE	210,151.69	6,014.27	3,727.53	9,741.80
	416848WX3	20-0041	Muni-Hartland Schls 2.053 05/01/2025	05/07/2020	Open	Fair Value	5.5408	ICE	1,219,062.50	0.948506	1,175,000.00	1,114,494.55	0.00	0.00	0.972184	1,175,000.00	ICE	1,142,316.20	27,821.65	16,081.84	43,903.49
	849765FQ0	20-0051	Muni-Spring Lake Schls 1.968 11/01/2024	05/11/2020	Open	Fair Value	5.6071	ICE	739,983.30	0.961990	710,000.00	683,012.90	0.00	0.00	0.986610	710,000.00	ICE	700,493.10	17,480.20	9,315.20	26,795.40
	790450GV6	20-0054	Muni-St Johns MI Public Schs 0.70 05/01/2025	07/08/2020	Open	Fair Value	5.3502	ICE	290,000.00	0.928478	290,000.00	269,258.62	0.00	0.00	0.959479	290,000.00	ICE	278,248.91	8,990.29	1,353.34	10,343.63
	594615HR0	20-0096	Muni-MI State Bldg Auth 0.816 10/15/2024	09/17/2020	Open	Fair Value	5.4518	ICE	1,000,000.00	0.952605	1,000,000.00	952,605.00	0.00	0.00	0.983510	1,000,000.00	ICE	983,510.00	30,905.00	5,440.00	36,345.00
	849765GP1	21-0107	Muni-Spring Lake Scls 0.60 11/01/2024	06/23/2021	Open	Fair Value	5.5803	ICE	501,750.00	0.947891	500,000.00	473,945.50	0.00	0.00	0.981132	500,000.00	ICE	490,566.00	16,620.50	2,000.00	18,620.50
	129644B33	21-0122	Muni-Calhoun Cnty 0.759 10/01/2024	07/08/2021	Open	Fair Value	5.7926	ICE	355,000.00	0.951238	355,000.00	337,689.49	0.00	0.00	0.984795	355,000.00	ICE	349,602.23	11,912.74	1,796.31	13,709.05
	900764SN2	21-0128	Muni-Tuscola Cnty 0.73 09/01/2024	07/14/2021	Open	Fair Value	5.4762	ICE	135,000.00	0.956891	135,000.00	129,180.29	0.00	0.00	0.988532	135,000.00	ICE	133,451.82	4,271.53	657.01	4,928.54
	900764SP7	21-0129	Muni-Tuscola Cnty 1.10 09/01/2025	07/14/2021	Open	Fair Value	5.3173	ICE	65,000.00	0.922339	65,000.00	59,952.04	0.00	0.00	0.950454	65,000.00	ICE	61,779.51	1,827.47	476.67	2,304.14
	272497RF7	23-0083	Muni-E GR Schools 2.284 05/01/2026	05/24/2023	Open	Fair Value	5.9419	ICE	671,660.00	0.926011	710,000.00	657,467.81	0.00	0.00	0.948566	710,000.00	ICE	673,481.86	16,014.05	10,810.94	26,824.99
	955023VD5	23-0084	Muni-W Ottawa Schools 1.305 05/01/2026	05/24/2023	Open	Fair Value	5.5373	ICE	1,012,627.00	0.909708	1,100,000.00	1,000,678.80	0.00	0.00	0.935413	1,100,000.00	ICE	1,028,954.30	28,275.50	9,570.00	37,845.50
	Municipal Bond Total						**7.0080**		**7,734,399.10**	**0.939619**	**7,840,000.00**	**7,366,616.33**	**0.00**	**1,570,000.00**	**0.965320**	**6,270,000.00**		**6,052,555.62**	**255,939.29**	**78,045.27**	**333,984.56**
Mutual Fund - Money Market	000-009020 Treas MF-MM #468 GS	AR-0233	HNB MF-MM GS FTOXX	08/24/2023	Open	Fair Value	5.4342	Manual	1,000,000.00	1.000000	5,008,659.63	5,008,659.63	0.00	-1,696,623.98	1.000000	6,705,283.61	Manual	6,705,283.61	0.00	196,623.98	196,623.98
	000-009020 Treas MF-MM #504 Inv	AR-0234	HNB MF-MM Invesco AGPXX	08/24/2023	Open	Fair Value	5.2493	Manual	1,000,000.00	1.000000	5,008,704.76	5,008,704.76	0.00	-1,698,320.99	1.000000	6,707,025.75	Manual	6,707,025.75	0.00	198,320.99	198,320.99
	469-009020 FJC MF-MM #468 GS	AR-0239	HNB MF-MM GS FTOXX	09/06/2023	Open	Fair Value	5.6976	Manual	3,000,000.00	1.000000	3,010,724.44	3,010,724.44	0.00	1,779,980.08	1.000000	1,230,744.36	Manual	1,230,744.36	0.00	80,704.11	80,704.11
	469-009020 FJC MF-MM #504 Inv	AR-0240	HNB MF-MM Invesco AGPXX	09/06/2023	Open	Fair Value	5.2543	Manual	3,000,000.00	1.000000	3,010,774.68	3,010,774.68	0.00	1,779,387.05	1.000000	1,231,387.63	Manual	1,231,387.63	0.00	81,297.14	81,297.14
	000-009020 ARPA MF-MM #468 GS	AR-0241	HNB MF-MM GS FTOXX	09/21/2023	Open	Fair Value	5.6498	Manual	10,000,000.00	1.000000	10,014,322.84	10,014,322.84	0.00	-353,710.62	1.000000	10,368,033.46	Manual	10,368,033.46	0.00	353,710.62	353,710.62
	000-009020 ARPA MF-MM #504 Inv	AR-0242	HNB MF-MM Invesco AGPXX	09/21/2023	Open	Fair Value	5.2524	Manual	10,000,000.00	1.000000	10,014,400.70	10,014,400.70	0.00	-356,486.11	1.000000	10,370,886.81	Manual	10,370,886.81	0.00	356,486.11	356,486.11
	000-009020 PCB MF-MM #468 GS	AR-0243	HNB MF-MM GS FTOXX	09/06/2023	Open	Fair Value	5.6500	Manual	3,000,000.00	1.000000	3,010,724.44	3,010,724.44	0.00	-106,340.26	1.000000	3,117,064.70	Manual	3,117,064.70	0.00	106,340.26	106,340.26
	000-009020 PCB MF-MM #504 Inv	AR-0244	HNB MF-MM Invesco AGPXX	09/06/2023	Open	Fair Value	5.2526	Manual	3,000,000.00	1.000000	3,010,774.68	3,010,774.68	0.00	-107,175.65	1.000000	3,117,950.33	Manual	3,117,950.33	0.00	107,175.65	107,175.65
	Mutual Fund - Money Market Total						**5.4177**		**34,000,000.00**	**1.000000**	**42,089,086.17**	**42,089,086.17**	**0.00**	**-759,290.48**	**1.000000**	**42,848,376.65**		**42,848,376.65**	**0.00**	**1,480,658.86**	**1,480,658.86**
Petty Cash	101-004000 GF Petty Cash	AR-0101	Petty Cash - Multiple Depts	08/01/2010	Open	Fair Value	0.0000	Manual	2,000.00	1.000000	14,172.00	14,172.00	0.00	485.15	1.000000	13,686.85	Manual	13,686.85	0.00	0.00	0.00
	208-004000 Parks Petty Cash	AR-0103	Petty Cash - Parks & Rec	08/01/2010	Open	Fair Value	0.0000	Manual	1,075.00	1.000000	1,350.00	1,350.00	0.00	-47.00	1.000000	1,397.00	Manual	1,397.00	0.00	0.00	0.00
	215-004000 FOC Petty Cash	AR-0104	Petty Cash - FOC	08/01/2010	Open	Fair Value	0.0000	Manual	250.00	1.000000	250.00	250.00	0.00	250.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
	221-004000 Health Petty Cash	AR-0105	Petty Cash - Health	08/01/2010	Open	Fair Value	0.0000	Manual	1,462.00	1.000000	1,050.00	1,050.00	0.00	50.00	1.000000	1,000.00	Manual	1,000.00	0.00	0.00	0.00
	222-004000 CMH Petty Cash	AR-0106	Petty Cash - CMH	08/01/2010	Open	Fair Value	0.0000	Manual	640.00	1.000000	100.00	100.00	0.00	100.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
	228-004000 Landfill Petty Cash	AR-0107	Petty Cash - Env Health	08/01/2010	Open	Fair Value	0.0000	Manual	200.00	1.000000	200.00	200.00	0.00	200.00	0.000000	0.00	Manual	0.00	0.00	0.00	0.00
	265-004000 WEMET Petty Cash	AR-0108	Petty Cash - WEMET	08/01/2010	Open	Fair Value	0.0000	Manual	30,000.00	1.000000	30,000.00	30,000.00	0.00	0.00	1.000000	30,000.00	Manual	30,000.00	0.00	0.00	0.00
	Petty Cash Total						**0.0000**		**35,627.00**	**1.000000**	**47,122.00**	**47,122.00**	**0.00**	**1,038.15**	**1.000000**	**46,083.85**		**46,083.85**	**0.00**	**0.00**	**0.00**
Pooled Gov't Fund	000-008040 MICLASS GF	AR-0003	GF X46-0001	12/31/1998	Open	Fair Value	5.4998	Manual	1,016,712.32	1.000000	1,198,932.76	1,198,932.76	0.00	985,433.21	1.000000	213,499.55	Manual	213,499.55	0.00	14,566.79	14,566.79
	721-008041 MICLASS Lib	AR-0004	Library X46-0002	08/04/2000	Open	Fair Value	5.4618	Manual	79,800.00	1.000000	127,885.00	127,885.00	0.00	-454,358.80	1.000000	582,243.80	Manual	582,243.80	0.00	13,447.48	13,447.48
	872-008065 SLSA C&O MM	AR-0184	SLSA C&O X46-0004	03/28/2018	Open	Fair Value	5.4727	Manual	227,718.23	1.000000	8,846.04	8,846.04	0.00	-328.93	1.000000	9,174.97	Manual	9,174.97	0.00	328.34	328.34
	851-008069 Park West MM	AR-0188	Park West X46-0008	03/28/2018	Open	Fair Value	5.4829	Manual	193,127.12	1.000000	8,316.50	8,316.50	0.00	-309.25	1.000000	8,625.75	Manual	8,625.75	0.00	309.25	309.25
	872-008066 Lloyds Bayou MM	AR-0185	Lloyds Bayou X46-0005	03/28/2018	Open	Fair Value	5.4822	Manual	25,322.79	1.000000	18,423.01	18,423.01	0.00	-684.98	1.000000	19,107.99	Manual	19,107.99	0.00	684.98	684.98
	851-008068 Munn MM	AR-0187	Munn X46-0007	03/23/2018	Open	Fair Value	5.6988	Manual	152,124.52	1.000000	1,404.00	1,404.00	0.00	-54.32	1.000000	1,458.32	Manual	1,458.32	0.00	54.32	54.32
	851-008067 Nunica MM	AR-0186	Nunica X46-0006	03/28/2018	Open	Fair Value	5.5776	Manual	10,534.67	1.000000	316.07	316.07	0.00	-11.96	1.000000	328.03	Manual	328.03	0.00	11.96	11.96
	Pooled Gov't Fund Total						**5.4818**		**1,705,339.65**	**1.000000**	**1,364,123.38**	**1,364,123.38**	**0.00**	**529,684.97**	**1.000000**	**834,438.41**		**834,438.41**	**0.00**	**29,403.12**	**29,403.12**
Treasury Bill	912797FK8	23-0131-01	Treasury Bill 0.00 11/16/2023	09/08/2023	11/16/2023	Amort Value	5.3732	ICE	3,499,571.35	0.993296	3,535,000.00	3,511,301.73	0.00	3,535,000.00	0.000000	0.00		0.00	23,698.27	0.00	23,698.27
	912797HU4	23-0130-01	Treasury Bill 0.00 12/12/2023	09/08/2023	12/12/2023	Amort Value	5.4634	ICE	3,499,850.29	0.989372	3,549,000.00	3,511,281.97	0.00	3,549,000.00	0.000000	0.00		0.00	37,718.03	0.00	37,718.03
	912797GC5	23-0147-01	Treasury Bill 0.00 01/11/2024	09/25/2023	01/11/2024	Amort Value	5.4926	ICE	3,444,818.30	0.984893	3,500,000.00	3,447,124.54	0.00	3,500,000.00	0.000000	0.00		0.00	52,875.46	0.00	52,875.46
	912797GM3	23-0146-01	Treasury Bill 0.00 02/08/2024	09/25/2023	02/08/2024	Amort Value	5.5030	ICE	3,430,525.00	0.980789	3,500,000.00	3,432,762.16	0.00	3,500,000.00	0.000000	0.00		0.00	67,237.84	0.00	67,237.84
	912797GQ4	24-0029-01	Treasury Bill 0.00 03/07/2024	10/06/2023	03/07/2024	Amort Value	5.4937		3,421,215.00	0.000000	0.00	0.00	3,421,215.00	3,500,000.00	0.000000	0.00		0.00	78,785.00	0.00	78,785.00
	912797GZ4	24-0028-01	Treasury Bill 0.00 04/04/2024	10/06/2023	04/04/2024	Amort Value	5.5107		5,840,400.24	0.000000	0.00	0.00	5,840,400.24	6,000,000.00	0.000000	0.00		0.00	159,599.76	0.00	159,599.76
	Treasury Bill Total						**5.4918**		**23,136,380.18**	**0.987111**	**14,084,000.00**	**13,902,470.40**	**9,261,615.24**	**23,584,000.00**	**0.000000**	**0.00**		**0.00**	**419,914.36**	**0.00**	**419,914.36**
Treasury Note	91282CAP6	21-0039-01	Treasury Note 0.125 10/15/2023	11/02/2020	10/15/2023	Fair Value	5.0116	ICE	998,690.62	0.998126	1,000,000.00	998,126.00	0.00	1,000,000.00	0.000000	0.00		0.00	1,874.00	47.81	1,921.81
	912828V23	19-0030-01	Treasury Note 2.25 12/31/2023	04/05/2019	12/31/2023	Fair Value	5.4292	ICE	998,056.25	0.992031	1,000,000.00	992,031.00	0.00	1,000,000.00	0.000000	0.00		0.00	7,969.00	5,563.86	13,532.86
	91282CBR1	22-0092-01	Treasury Note 0.25 03/15/2024	03/28/2022	03/15/2024	Fair Value	5.3192	ICE	9,617,578.13	0.977188	10,000,000.00	9,771,880.00	0.00	10,000,000.00	0.000000	0.00		0.00	228,120.00	11,401.10	239,521.10
	91282CCZ2	22-0034	Treasury Note 0.875 09/30/2026	10/15/2021	Open	Fair Value	4.2922	ICE	992,520.00	0.892344	1,000,000.00	892,344.00	0.00	0.00	0.915078	1,000,000.00	ICE	915,078.00	22,734.00	5,833.33	28,567.33
	91282CCZ2	22-0035	Treasury Note 0.875 09/30/2026	10/15/2021	Open	Fair Value	4.2922	ICE	1,985,049.50	0.892344	2,000,000.00	1,784,688.00	0.00	0.00	0.915078	2,000,000.00	ICE	1,830,156.00	45,468.00	11,666.67	57,134.67
	91282CAT8	21-0040	Treasury Note 0.25 10/31/2025	11/02/2020	Open	Fair Value	4.5372	ICE	994,627.41	0.906758	1,000,000.00	906,758.00	0.00	0.00	0.935352	1,000,000.00	ICE	935,352.00	28,594.00	1,671.19	30,265.19
	9128284M9	24-0067	Treasury Note 2.875 04/30/2025	04/11/2024	Open	Fair Value	4.2841		3,910,120.00	0.000000	0.00	0.00	3,910,120.00	0.00	0.979385	4,000,000.00	ICE	3,917,540.00	7,420.00	16,002.75	23,422.75
	91282CHD6	24-0068	Treasury Note 4.25 05/31/2025	04/11/2024	Open	Fair Value	3.9398		3,961,880.00	0.000000	0.00	0.00	3,961,880.00	0.00	0.990801	4,000,000.00	ICE	3,963,204.00	1,324.00	23,907.29	25,231.29
	91282CHL8	24-0069	Treasury Note 4.625 06/30/2025	04/11/2024	Open	Fair Value	4.8315		3,977,040.00	0.000000	0.00	0.00	3,977,040.00	0.00	0.994492	4,000,000.00	ICE	3,977,968.00	928.00	25,920.33	26,848.33
	912828G38	16-0249	Treasury Note 2.25 11/15/2024	10/17/2016	Open	Fair Value	5.2636	ICE	1,046,171.88	0.966016	1,000,000.00	966,016.00	0.00	0.00	0.986387	1,000,000.00	ICE	986,387.00	20,371.00	15,040.76	35,411.76
	91282CBW0	23-0016	Treasury Note 0.75 04/30/2026	10/07/2022	Open	Fair Value	4.8057	ICE	887,680.00	0.900820	1,000,000.00	900,820.00	0.00	0.00	0.925352	1,000,000.00	ICE	925,352.00	24,532.00	5,013.58	29,545.58
	9128284F4	18-0077	Treasury Note 2.625 03/31/2025	09/24/2018	Open	Fair Value	5.1689	ICE	977,187.50	0.962344	1,000,000.00	962,344.00	0.00	0.00	0.979219	1,000,000.00	ICE	979,219.00	16,875.00	17,500.00	34,375.00
	912828M56	16-0081	Treasury Note 2.25 11/15/2025	03/11/2016	Open	Fair Value	4.6600	ICE	1,030,550.00	0.944844	1,000,000.00	944,844.00	0.00	0.00	0.961172	1,000,000.00	ICE	961,172.00	16,328.00	15,040.76	31,368.76
	91282CHK0	24-0082	Treasury Note 4.00 06/30/2028	05/10/2024	Open	Fair Value	1.5795		980,625.00	0.000000	0.00	0.00	980,625.00	0.00	0.979141	1,000,000.00	ICE	979,141.00	-1,484.00	2,417.58	933.58
	912828X88	23-0015	Treasury Note 2.375 05/15/2027	10/07/2022	Open	Fair Value	4.9117	ICE	928,850.00	0.922188	1,000,000.00	922,188.00	0.00	0.00	0.937305	1,000,000.00	ICE	937,305.00	15,117.00	15,876.36	30,993.36
	912828V98	22-0190	Treasury Note 2.25 02/15/2027	09/26/2022	Open	Fair Value	4.8320	ICE	1,392,750.00	0.922773	1,500,000.00	1,384,159.50	0.00	0.00	0.938320	1,500,000.00	ICE	1,407,480.00	23,320.50	22,485.56	45,806.06
	91282CHD6	24-0036	Treasury Note 4.25 05/31/2025	12/18/2023	Open	Fair Value	3.3901		248,685.00	0.000000	0.00	0.00	248,685.00	0.00	0.990801	250,000.00	ICE	247,700.25	-984.75	4,818.99	3,834.24
	912828Z78	23-0079	Treasury Note 1.50 01/31/2027	05/22/2023	Open	Fair Value	4.7953	ICE	920,765.62	0.900391	1,000,000.00	900,391.00	0.00	0.00	0.920195	1,000,000.00	ICE	920,195.00	19,804.00	10,000.30	29,804.30
	912828D56	19-0017	Treasury Note 2.375 08/15/2024	02/28/2019	Open	Fair Value	5.4226	ICE	1,986,600.00	0.973555	2,000,000.00	1,947,110.00	0.00	0.00	0.993945	2,000,000.00	ICE	1,987,890.00	40,780.00	31,646.33	72,426.33
	91282CCW9	22-0032	Treasury Note 0.75 08/31/2026	10/15/2021	Open	Fair Value	4.3864	ICE	987,400.00	0.890508	1,000,000.00	890,508.00	0.00	0.00	0.914609	1,000,000.00	ICE	914,609.00	24,101.00	5,006.64	29,107.64
	912828XB1	18-0024	Treasury Note 2.125 05/15/2025	05/03/2018	Open	Fair Value	5.0713	ICE	949,531.25	0.952461	1,000,000.00	952,461.00	0.00	0.00	0.971748	1,000,000.00	ICE	971,748.00	19,287.00	14,205.17	33,492.17

GASB 31 Compliance

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

10/01/2023 - 05/31/2024

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2023	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2023	Reported Value 10/01/2023	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 05/31/2024	Price Source 05/31/2024	Reported Value 05/31/2024	Change in Fair Value	Interest	Net Investment Income
91282CBC4	22-0033	Treasury Note 0.375 12/31/2025	10/15/2021	Open	Fair Value	4.3864	ICE	978,250.00	0.904023	1,000,000.00	904,023.00	0.00	0.00	0.930508	1,000,000.00	ICE	930,508.00	26,485.00	2,503.55	28,988.55
91282CCJ8	22-0129	Treasury Note 0.875 06/30/2026	06/14/2022	Open	Fair Value	4.6033	ICE	904,200.00	0.899766	1,000,000.00	899,766.00	0.00	0.00	0.922695	1,000,000.00	ICE	922,695.00	22,929.00	5,841.60	28,770.60
Treasury Note Total						**4.8580**		**41,654,808.16**	**0.946456**	**29,500,000.00**	**27,920,457.50**	**13,078,350.00**	**12,000,000.00**	**0.962950**	**30,750,000.00**		**29,610,699.25**	**611,891.75**	**269,411.51**	**881,303.26**
Investment Total						**4.6751**		**256,800,036.68**	**0.986128**	**220,722,858.82**	**217,660,891.10**	**63,489,605.46**	**158,525,884.57**	**0.985243**	**126,087,674.47**		**124,226,938.74**	**1,602,326.75**	**3,362,513.95**	**4,964,840.70**

Inv. Distribution by Maturity

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

5/31/2024

	Invest Number	Security Description	CUSIP	SafeKeep Institut	Ending Par Val/Shares	Cash	1 - 30 Days	31 - 90 Days	91 - 180 Days	181 - 360 Days	Over 360 Days
Certificate of Deposit	24-0052	C.D. 365 5.05 06/13/2024		None	533,896.28	0.00	533,896.28	0.00	0.00	0.00	0.00
	24-0053	C.D. 5.25 06/13/2024		None	802,850.56	0.00	802,850.56	0.00	0.00	0.00	0.00
	24-0054	C.D. 365 5.15 06/13/2024		None	1,069,393.75	0.00	1,069,393.75	0.00	0.00	0.00	0.00
	24-0055	C.D. 365 5.01 06/13/2024		None	801,587.84	0.00	801,587.84	0.00	0.00	0.00	0.00
	24-0056	C.D. 365 5.25 06/13/2024		None	534,975.27	0.00	534,975.27	0.00	0.00	0.00	0.00
	24-0059	C.D. 365 5.15 06/27/2024		None	513,519.89	0.00	513,519.89	0.00	0.00	0.00	0.00
	24-0060	C.D. 5.25 06/27/2024		None	616,440.83	0.00	616,440.83	0.00	0.00	0.00	0.00
	24-0061	C.D. 365 5.13 06/27/2024		None	513,484.88	0.00	513,484.88	0.00	0.00	0.00	0.00
	24-0062	C.D. 365 5.15 06/27/2024		None	359,138.01	0.00	359,138.01	0.00	0.00	0.00	0.00
	24-0063	C.D. 5.18 06/27/2024		None	256,523.54	0.00	256,523.54	0.00	0.00	0.00	0.00
	24-0064	C.D. 365 5.25 06/27/2024		None	513,712.33	0.00	513,712.33	0.00	0.00	0.00	0.00
	24-0065	C.D. 365 5.25 06/27/2024		None	513,556.51	0.00	513,556.51	0.00	0.00	0.00	0.00
	24-0066	C.D. 365 5.25 06/27/2024		None	307,853.42	0.00	307,853.42	0.00	0.00	0.00	0.00
	24-0070	C.D. 365 5.10 07/11/2024		None	412,391.86	0.00	0.00	412,391.86	0.00	0.00	0.00
	24-0071	C.D. 5.25 07/11/2024		None	412,535.00	0.00	0.00	412,535.00	0.00	0.00	0.00
	24-0072	C.D. 5.22 07/11/2024		None	360,773.64	0.00	0.00	360,773.64	0.00	0.00	0.00
	24-0073	C.D. 365 5.15 07/11/2024		None	257,473.67	0.00	0.00	257,473.67	0.00	0.00	0.00
	24-0074	C.D. 365 5.20 07/11/2024		None	309,402.74	0.00	0.00	309,402.74	0.00	0.00	0.00
	24-0075	C.D. 365 5.25 07/11/2024		None	309,390.05	0.00	0.00	309,390.05	0.00	0.00	0.00
	24-0076	C.D. 365 5.10 07/25/2024		None	883,764.63	0.00	0.00	883,764.63	0.00	0.00	0.00
	24-0077	C.D. 5.25 07/25/2024		None	728,128.42	0.00	0.00	728,128.42	0.00	0.00	0.00
	24-0078	C.D. 365 5.22 07/25/2024		None	883,633.95	0.00	0.00	883,633.95	0.00	0.00	0.00
	24-0079	C.D. 365 5.15 07/25/2024		None	259,777.18	0.00	0.00	259,777.18	0.00	0.00	0.00
	24-0080	C.D. 365 5.20 07/25/2024		None	520,012.02	0.00	0.00	520,012.02	0.00	0.00	0.00
	24-0081	C.D. 365 5.25 07/25/2024		None	363,544.57	0.00	0.00	363,544.57	0.00	0.00	0.00
	24-0083	C.D. 365 5.05 08/08/2024		None	777,668.62	0.00	0.00	777,668.62	0.00	0.00	0.00
	24-0084	C.D. 365 5.25 08/08/2024		None	778,186.91	0.00	0.00	778,186.91	0.00	0.00	0.00
	24-0085	C.D. 365 5.176 08/08/2024		None	673,963.27	0.00	0.00	673,963.27	0.00	0.00	0.00
	24-0086	C.D. 365 5.27 08/08/2024		None	258,592.80	0.00	0.00	258,592.80	0.00	0.00	0.00
	24-0087	C.D. 5.20 08/08/2024		None	258,592.80	0.00	0.00	258,592.80	0.00	0.00	0.00
	24-0088	C.D. 365 5.20 08/08/2024		None	362,590.50	0.00	0.00	362,590.50	0.00	0.00	0.00
	24-0089	C.D. 365 5.25 08/08/2024		None	518,117.40	0.00	0.00	518,117.40	0.00	0.00	0.00
	Certificate of Deposit Total				**16,665,473.14**	**0.00**	**7,336,933.11**	**9,328,540.03**	**0.00**	**0.00**	**0.00**
Checking	AR-0123	Hybrid/MS/AP HNB X3705	000-001010 Hybrid-MS-AP-PR	None	5,163,234.68	5,163,234.68	0.00	0.00	0.00	0.00	0.00
	AR-0135	Infinisource Flex Coll X0333	100-002038 Infinisource Coll	None	2,323.77	2,323.77	0.00	0.00	0.00	0.00	0.00
	AR-0207	Infinisource Flex HNB X6669	100-001015 Infinisource Flex	None	95,768.35	95,768.35	0.00	0.00	0.00	0.00	0.00
	AR-0222	IOLTA HNB X2995	701-001052 IOLTA	None	1,070.00	1,070.00	0.00	0.00	0.00	0.00	0.00
	AR-0227	Inmate Trust HNB X0285	701-001018 Inmate Trust	None	27,027.76	27,027.76	0.00	0.00	0.00	0.00	0.00
	AR-0228	Inmate Rel DC Rapid X9460	701-001019 Inmate Release	None	29,870.66	29,870.66	0.00	0.00	0.00	0.00	0.00
	AR-0229	FJC HNB X8125	469-001054 Family Justice Cent	None	987,180.23	987,180.23	0.00	0.00	0.00	0.00	0.00
	Checking Total				**6,306,475.45**	**6,306,475.45**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Court Accounts-Checking	AR-0198	GHDC HNB X7522	000-005010 GHDC	None	4,168.00	4,168.00	0.00	0.00	0.00	0.00	0.00
	AR-0199	HODC HNB X7535	000-005010 HODC	None	15,397.43	15,397.43	0.00	0.00	0.00	0.00	0.00
	AR-0200	HUDC HNB X7548	000-005010 HUDC	None	1,922.00	1,922.00	0.00	0.00	0.00	0.00	0.00
	AR-0201	FOC HNB X7551	000-005010 FOC	None	5,024.38	5,024.38	0.00	0.00	0.00	0.00	0.00
	AR-0202	LSHC HNB X7564	000-005010 LSHC	None	580.00	580.00	0.00	0.00	0.00	0.00	0.00
	AR-0203	Clerk HNB X7519	000-005010 Clerk	None	125,720.74	125,720.74	0.00	0.00	0.00	0.00	0.00
	AR-0249	COURT ESCROW HNB X3406	710-001005 Court Escrow	None	1,190.00	1,190.00	0.00	0.00	0.00	0.00	0.00
	Court Accounts-Checking Total				**154,002.55**	**154,002.55**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FAMCA	22-0130	FAMCA 3.05 06/17/2027	31422XZP0	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	23-0080	FAMCA 4.00 12/16/2026	31422XT28	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	FAMCA Total				**2,000,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,000,000.00**
FFCB	22-0191	FFCB 4.00 09/29/2027	3133ENQ29	2002	1,500,000.00	0.00	0.00	0.00	0.00	0.00	1,500,000.00

Inv. Distribution by Maturity

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

5/31/2024

	Invest Number	Security Description	CUSIP	SafeKeep Institut	Ending Par Val/Shares	Cash	1 - 30 Days	31 - 90 Days	91 - 180 Days	181 - 360 Days	Over 360 Days
	FFCB Total				**1,500,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,500,000.00**
FHLB	20-0033	FHLB 2.375 03/14/2025	3130A4CH3	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	21-0153	FHLB 0.50 10/09/2024	3130ANQ29	2002	750,000.00	0.00	0.00	0.00	750,000.00	0.00	0.00
	21-0159	FHLB 0.50 09/30/2026	3130ANX39	2002	1,250,000.00	0.00	0.00	0.00	0.00	0.00	1,250,000.00
	23-0087	FHLB 4.375 03/13/2026	313373B68	2002	1,350,000.00	0.00	0.00	0.00	0.00	0.00	1,350,000.00
	24-0037	FHLB 4.625 11/17/2026	3130AXU63	2006	750,000.00	0.00	0.00	0.00	0.00	0.00	750,000.00
	FHLB Total				**5,100,000.00**	**0.00**	**0.00**	**0.00**	**750,000.00**	**1,000,000.00**	**3,350,000.00**
FHLMC	20-0039	FHLMC 0.75 04/30/2025	3134GVQQ4	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	20-0055	FHLMC 0.625 08/18/2025	3134GWKZ8	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	20-0095	Freddie Mac 0.40 06/10/2024	3134GWJ64	2002	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00
	22-0128	FHLMC 0.375 09/23/2025	3137EAEX3	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	FHLMC Total				**4,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**0.00**	**1,000,000.00**	**2,000,000.00**
FNMA	20-0029	Agency-FNMA 1.625 10/15/2024	3135G0W66	2002	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	0.00
	22-0189	FNMA 2.125 04/24/2026	3135G0K36	2002	2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00
	FNMA Total				**3,000,000.00**	**0.00**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	**2,000,000.00**
Money Market	AR-0230	HNB ARPA MM X4879	000-008015 ARPA MM	None	4,248,255.46	4,248,255.46	0.00	0.00	0.00	0.00	0.00
	AR-0231	HNB FJC MM X4895	469-008006 FJC MM	None	491,638.51	491,638.51	0.00	0.00	0.00	0.00	0.00
	AR-0232	HNB PCB Settle MM X5140	000-008016 PCB Settlement MM	None	842,960.98	842,960.98	0.00	0.00	0.00	0.00	0.00
	AR-0248	Farmland Pres MM	234-008008 Farmland Pres-CF	None	1,029,969.47	1,029,969.47	0.00	0.00	0.00	0.00	0.00
	Money Market Total				**6,612,824.42**	**6,612,824.42**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Municipal Bond	20-0041	Muni-Hartland Schls 2.053 05/01/2025	416848WX3	2002	1,175,000.00	0.00	0.00	0.00	0.00	1,175,000.00	0.00
	20-0051	Muni-Spring Lake Schls 1.968 11/01/2024	849765FQ0	2002	710,000.00	0.00	0.00	0.00	710,000.00	0.00	0.00
	20-0054	Muni-St Johns MI Public Schs 0.70 05/01/2025	790450GV6	2002	290,000.00	0.00	0.00	0.00	0.00	290,000.00	0.00
	20-0096	Muni-MI State Bldg Auth 0.816 10/15/2024	594615HR0	2002	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	0.00
	21-0107	Muni-Spring Lake Scls 0.60 11/01/2024	849765GP1	2002	500,000.00	0.00	0.00	0.00	500,000.00	0.00	0.00
	21-0122	Muni-Calhoun Cnty 0.759 10/01/2024	129644B33	2002	355,000.00	0.00	0.00	0.00	355,000.00	0.00	0.00
	21-0128	Muni-Tuscola Cnty 0.73 09/01/2024	900764SN2	2002	135,000.00	0.00	0.00	0.00	135,000.00	0.00	0.00
	21-0129	Muni-Tuscola Cnty 1.10 09/01/2025	900764SP7	2002	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
	23-0082	Muni-E GR Schools 2.431 05/01/2028	272497RH3	2002	230,000.00	0.00	0.00	0.00	0.00	0.00	230,000.00
	23-0083	Muni-E GR Schools 2.284 05/01/2026	272497RF7	2002	710,000.00	0.00	0.00	0.00	0.00	0.00	710,000.00
	23-0084	Muni-W Ottawa Schools 1.305 05/01/2026	955023VD5	2002	1,100,000.00	0.00	0.00	0.00	0.00	0.00	1,100,000.00
	Municipal Bond Total				**6,270,000.00**	**0.00**	**0.00**	**0.00**	**2,700,000.00**	**1,465,000.00**	**2,105,000.00**
Mutual Fund - Money Market	AR-0233	HNB MF-MM GS FTOXX	000-009020 Treas MF-MM #468 GS	None	6,705,283.61	6,705,283.61	0.00	0.00	0.00	0.00	0.00
	AR-0234	HNB MF-MM Invesco AGPXX	000-009020 Treas MF-MM #504 Inv	None	6,707,025.75	6,707,025.75	0.00	0.00	0.00	0.00	0.00
	AR-0239	HNB MF-MM GS FTOXX	469-009020 FJC MF-MM #468 GS	None	1,230,744.36	1,230,744.36	0.00	0.00	0.00	0.00	0.00
	AR-0240	HNB MF-MM Invesco AGPXX	469-009020 FJC MF-MM #504 Inv	None	1,231,387.63	1,231,387.63	0.00	0.00	0.00	0.00	0.00
	AR-0241	HNB MF-MM GS FTOXX	000-009020 ARPA MF-MM #468 GS	None	10,368,033.46	10,368,033.46	0.00	0.00	0.00	0.00	0.00
	AR-0242	HNB MF-MM Invesco AGPXX	000-009020 ARPA MF-MM #504 Inv	None	10,370,886.81	10,370,886.81	0.00	0.00	0.00	0.00	0.00
	AR-0243	HNB MF-MM GS FTOXX	000-009020 PCB MF-MM #468 GS	None	3,117,064.70	3,117,064.70	0.00	0.00	0.00	0.00	0.00
	AR-0244	HNB MF-MM Invesco AGPXX	000-009020 PCB MF-MM #504 Inv	None	3,117,950.33	3,117,950.33	0.00	0.00	0.00	0.00	0.00
	Mutual Fund - Money Market Total				**42,848,376.65**	**42,848,376.65**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Petty Cash	AR-0101	Petty Cash - Multiple Depts	101-004000 GF Petty Cash	None	13,686.85	13,686.85	0.00	0.00	0.00	0.00	0.00
	AR-0103	Petty Cash - Parks & Rec	208-004000 Parks Petty Cash	None	1,397.00	1,397.00	0.00	0.00	0.00	0.00	0.00
	AR-0104	Petty Cash - FOC	215-004000 FOC Petty Cash	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0105	Petty Cash - Health	221-004000 Health Petty Cash	None	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00
	AR-0106	Petty Cash - CMH	222-004000 CMH Petty Cash	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0107	Petty Cash - Env Health	228-004000 Landfill Petty Cash	None	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	AR-0108	Petty Cash - WEMET	265-004000 WEMET Petty Cash	None	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00
	Petty Cash Total				**46,083.85**	**46,083.85**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Pooled Gov't Fund	AR-0003	GF X46-0001	000-008040 MICLASS GF	None	213,499.55	213,499.55	0.00	0.00	0.00	0.00	0.00
	AR-0004	Library X46-0002	721-008041 MICLASS Lib	None	582,243.80	582,243.80	0.00	0.00	0.00	0.00	0.00
	AR-0184	SLSA C&O X46-0004	872-008065 SLSA C&O MM	None	9,174.97	9,174.97	0.00	0.00	0.00	0.00	0.00
	AR-0185	Lloyds Bayou X46-0005	872-008066 Lloyds Bayou MM	None	19,107.99	19,107.99	0.00	0.00	0.00	0.00	0.00

Inv. Distribution by Maturity

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

5/31/2024

	Invest Number	Security Description	CUSIP	SafeKeep Institut	Ending Par Val/Shares	Cash	1 - 30 Days	31 - 90 Days	91 - 180 Days	181 - 360 Days	Over 360 Days
	AR-0186	Nunica X46-0006	851-008067 Nunica MM	None	328.03	328.03	0.00	0.00	0.00	0.00	0.00
	AR-0187	Munn X46-0007	851-008068 Munn MM	None	1,458.32	1,458.32	0.00	0.00	0.00	0.00	0.00
	AR-0188	Park West X46-0008	851-008069 Park West MM	None	8,625.75	8,625.75	0.00	0.00	0.00	0.00	0.00
	Pooled Gov't Fund Total				**834,438.41**	**834,438.41**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Treasury Note	16-0081	Treasury Note 2.25 11/15/2025	912828M56	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	16-0249	Treasury Note 2.25 11/15/2024	912828G38	2002	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	0.00
	18-0024	Treasury Note 2.125 05/15/2025	912828XB1	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	18-0077	Treasury Note 2.625 03/31/2025	9128284F4	2002	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	0.00
	19-0017	Treasury Note 2.375 08/15/2024	912828D56	2002	2,000,000.00	0.00	0.00	2,000,000.00	0.00	0.00	0.00
	21-0040	Treasury Note 0.25 10/31/2025	91282CAT8	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0032	Treasury Note 0.75 08/31/2026	91282CCW9	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0033	Treasury Note 0.375 12/31/2025	91282CBC4	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0034	Treasury Note 0.875 09/30/2026	91282CCZ2	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0035	Treasury Note 0.875 09/30/2026	91282CCZ2	2002	2,000,000.00	0.00	0.00	0.00	0.00	0.00	2,000,000.00
	22-0129	Treasury Note 0.875 06/30/2026	91282CCJ8	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	22-0190	Treasury Note 2.25 02/15/2027	912828V98	2002	1,500,000.00	0.00	0.00	0.00	0.00	0.00	1,500,000.00
	23-0015	Treasury Note 2.375 05/15/2027	912828X88	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	23-0016	Treasury Note 0.75 04/30/2026	91282CBW0	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	23-0079	Treasury Note 1.50 01/31/2027	912828Z78	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	24-0036	Treasury Note 4.25 05/31/2025	91282CHD6	2006	250,000.00	0.00	0.00	0.00	0.00	0.00	250,000.00
	24-0067	Treasury Note 2.875 04/30/2025	9128284M9	2005	4,000,000.00	0.00	0.00	0.00	0.00	4,000,000.00	0.00
	24-0068	Treasury Note 4.25 05/31/2025	91282CHD6	2005	4,000,000.00	0.00	0.00	0.00	0.00	0.00	4,000,000.00
	24-0069	Treasury Note 4.625 06/30/2025	91282CHL8	2005	4,000,000.00	0.00	0.00	0.00	0.00	0.00	4,000,000.00
	24-0082	Treasury Note 4.00 06/30/2028	91282CHK0	2002	1,000,000.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00
	Treasury Note Total				**30,750,000.00**	**0.00**	**0.00**	**2,000,000.00**	**1,000,000.00**	**6,000,000.00**	**21,750,000.00**
	Investment Total				**126,087,674.47**	**56,802,201.33**	**8,336,933.11**	**11,328,540.03**	**5,450,000.00**	**9,465,000.00**	**34,705,000.00**

Earnings and Yields Summary

Pooled Cash

Effective Interest - Actual Life

Receipts for Period

10/01/2023 - 05/31/2024

	Security Description	10/01/2023 10/31/2023	11/01/2023 11/30/2023	12/01/2023 12/31/2023	01/01/2024 01/31/2024	02/01/2024 02/29/2024	03/01/2024 03/31/2024	04/01/2024 04/30/2024	05/01/2024 05/31/2024	10/01/2023 05/31/2024
Combined Port	Certificate of Deposit	165,913.6600	133,839.5900	120,457.9100	106,706.6400	100,468.5200	106,492.1300	96,431.7800	81,351.2800	911,661.5100
	Checking	29,731.4300	15,261.0500	0.0000	0.0000	9,758.8400	4,030.4600	0.0000	0.0000	58,781.7800
	Court Accounts-Checking	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	FAMCA	6,154.5400	6,154.5400	6,156.7500	6,159.3200	6,159.3200	6,159.3200	6,159.3200	6,159.3200	49,262.4300
	FFCB	5,669.4500	5,669.4500	5,669.4500	5,669.4500	5,311.6200	5,038.0400	5,038.7600	5,038.7600	43,104.9800
	FHLB	7,087.7800	7,087.7900	8,237.1900	9,740.2500	9,740.2500	9,738.2000	9,736.5500	9,731.9800	71,099.9900
	FHLMC	4,137.7600	4,137.7600	4,137.7600	4,137.7600	4,137.7600	4,148.3600	4,177.4800	4,177.4800	33,192.1200
	FNMA	7,878.7000	7,925.4000	7,925.4100	7,925.4100	7,925.4100	7,925.4100	7,939.9700	7,987.6100	63,433.3200
	Money Market	46,766.9300	42,136.3600	40,658.5600	37,403.2800	31,518.6500	50,861.5600	34,751.3400	22,924.7900	307,021.4700
	Municipal Bond	13,418.7900	13,479.3900	13,479.3800	13,479.4000	13,479.4000	13,479.4000	40,995.5700	10,096.9700	131,908.3000
	Mutual Fund - Money Market	222,564.5800	161,360.4600	166,957.7300	170,796.5500	172,918.6600	197,982.1300	193,630.2800	194,448.4700	1,480,658.8600
	Petty Cash	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	Pooled Gov't Fund	6,637.8400	4,481.5000	2,549.2800	2,791.0400	2,736.0800	3,225.5400	3,307.2400	3,674.6000	29,403.1200
	Treasury Bill	98,963.3500	95,890.5200	81,274.5500	65,074.3600	44,825.3700	31,162.0100	2,724.2000	0.0000	419,914.3600
	Treasury Note	54,560.0900	52,887.1900	55,088.1600	53,827.3500	50,482.7500	43,617.5300	68,055.3300	88,642.7900	467,161.1900
	Port Total	**669,484.9000**	**550,311.0000**	**512,592.1300**	**483,710.8100**	**459,462.6300**	**483,860.0900**	**472,947.8200**	**434,234.0500**	**4,066,603.4300**
Combined Port	Certificate of Deposit	5.3064	5.3404	5.3546	5.3493	5.3107	5.2800	5.2231	5.1488	5.2966
	Checking	0.5471	2.3481	0.0000	0.0000	0.7184	0.2650	0.0000	0.0000	0.4728
	Court Accounts-Checking	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	FAMCA	3.7197	3.7197	3.7196	3.7195	3.7195	3.7195	3.7195	3.7195	3.7196
	FFCB	2.7198	2.7198	2.7198	2.7198	3.2977	4.0357	4.0357	4.0357	3.1477
	FHLB	1.9463	1.9463	2.1036	2.2788	2.2788	2.2801	2.2811	2.2803	2.1840
	FHLMC	1.2595	1.2595	1.2595	1.2595	1.2595	1.2615	1.2671	1.2671	1.2617
	FNMA	3.2691	3.2731	3.2731	3.2731	3.2731	3.2731	3.2742	3.2782	3.2734
	Money Market	4.1720	4.1661	4.1601	4.1532	4.1426	4.1789	4.1497	4.0946	4.1570
	Municipal Bond	2.1688	2.1780	2.1780	2.1780	2.1780	2.1780	7.6254	1.9604	2.7678
	Mutual Fund - Money Market	5.2505	5.2683	7.5723	5.2386	5.2258	5.2133	5.2016	5.2072	5.4177
	Petty Cash	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	Pooled Gov't Fund	5.5006	5.5566	5.5468	5.5481	5.4632	5.4236	5.4070	5.3990	5.4818
	Treasury Bill	5.3839	5.4551	5.5064	5.5508	5.5917	5.6425	5.6750	0.0000	5.4918
	Treasury Note	2.2607	2.2994	2.3109	2.3258	2.3303	2.3510	3.1443	3.4852	2.5751
	Port Total	**3.3054**	**4.1280**	**4.1379**	**3.8216**	**3.7326**	**3.7343**	**4.2405**	**3.8953**	**3.8293**

Ottawa County, Michigan - OPEB Section 115 Trust

CAP TRUST (CHARLES SCHWAB)

May 31, 2024

PORTFOLIO ASSET ALLOCATION FROM MONTHLY STATEMENT

Asset	Market Value at 10/1/2023 Dollar Amount	Percentage	Market Values at 5/31/2024 Dollar Amount	Percentage
Fixed Income (Bonds)	$2,993,286.92	50.17%	$3,147,094.60	46.73%
Equity Funds	$2,962,698.32	49.66%	$3,583,531.85	53.21%
Sweep Account-Cash	$10,034.48	0.17%	$4,245.02	0.06%
TOTAL PORTFOLIO	**$5,966,019.72**	**100.00%**	**$6,734,871.47**	**100.00%**

PORTFOLIO ASSET ALLOCATION PARAMETERS

	Current		Target
Fixed Income (Bonds)	46.73%	Fixed Income (Bonds)	50.00%
Equity Funds	53.21%	Equity Funds	49.50%
Sweep Account-Cash	0.06%	Sweep Account-Cash	0.50%
	100.00%		100.00%

TRANSACTIONS IMPACTING MARKET VALUE		MONTH TO DATE IMPACT
Munis & Charles Schwab Stmt Prior Month End Bal		$6,536,498.24
Receipts		$0.00
Disbursements	1st Qtr Brokerage Fee	($967.02)
5/31/2024	**Munis Balance**	**$6,535,531.22**

CAP TRUST (CHARLES SCHWAB) TRANSACTIONS

Deposits		$0.00
Dividends and Interest		$10,404.07
Admin Expenses:		
Qtr	CAP TRUST	$0.00
Reinvested Shares		($10,401.58)
Change in Value of Investments		$199,337.76
$432,832.74	Unrealized Gain or (Loss)-current month	
$243,896.56	Unrealized Gain or (Loss)-prior month	
$10,404.07	Cash Dividends-current month	
$0.00	Gain or (Loss) on Investments Sold-This Period	
$687,133.37	Total	
5/31/2024	**Charles Schwab Stmt Balance**	**$6,734,871.47**

Total Investment Change **$199,340.25**

(not including receipts/disbursements in top half)

Total Change in Account Value Charles Schwab Stmt	$0.00
Subtract Receipts/Add Disbursements in top half	($967.02)
Investment Change not incl Receipts/Disbursements	**($967.02)**

charles SCHWAB

Schwab One® Trust Account of
CHARLES SCHWAB TRUST BANK CUST
COUNTY OF OTTAWA RETIREE HLTH

Account Number
8632-9283

Statement Period
May 1-31, 2024

CHARLES SCHWAB TRUST BANK CUST
COUNTY OF OTTAWA RETIREE HLTH
12220 FILLMORE ST ROOM 331
WEST OLIVE MI 49460

Your Retirement Plan Provider

CHARLES SCHWAB TRUST BANK
211 MAIN ST FL 14
SAN FRANCISCO CA 94105-1965
1 (877) 319-2782

The custodian of your brokerage account is: Charles Schwab & Co., Inc.
For questions about this statement, please contact your Retirement Plan Provider.

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If you receive any other communication from any source other than Schwab, or other authorized affiliate of Schwab which purports to represent your holdings at Schwab, you should verify its content with this statement.

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Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Interest cycles may differ from statement cycles.

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Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Credit Interest: If, on any given day, the interest that Schwab calculates for your Account is less than $.005, you will not earn any interest on that day.

Dividend Reinvestment Customers: Dividend reinvestment transactions are effected by Schwab acting as a principal for its own Account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acts as the buying agent. The time of these transactions, the exchange upon which these transactions occur, and the name of the person from whom the security is purchased will be furnished upon written request.

Estimated Annual Income: Estimated annual income is derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon exclusively for making investment decisions.

Fees and Charges: Includes Margin Interest, Retirement Plan Service Provider fees, and Management Fees that may be charged during the statement period. Contact your Retirement Plan Service Provider and/or your Investment Advisor if you have questions about his or her fees.

Interest: For the Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Bank Sweep feature, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Bank Sweep feature in your brokerage account is less than $.005, you will not accrue any interest on that day. For balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than $.005, but interest will not be credited if less than $.005.

Market Price: The most recent price evaluation available to Schwab on the last business day of the statement period, normally the last trade price or bid as of market close. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Asset Not Held at Schwab are not held in your Account or covered by the Account's SIPC account protection and are not otherwise in Schwab's custody and are being provided as a courtesy to you. Information on Assets Not Held at Schwab or the accuracy, completeness or timeliness of the information about Assets Not Held at Schwab, whether provided by you or otherwise. Descriptions of Assets Not Held at Schwab may be abbreviated or truncated. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. Certain Limited Partnerships (direct participation programs) and unlisted Real Estate Investment Trust (REIT) securities, for which you may see a value on your monthly Account statement that reflects issuer's appraised estimated value, are not listed on a national securities exchange, and are generally illiquid. Even if you able to sell such securities, the price received may be less than the per share appraised estimated value provided in the account statement.

Market Value: The Market Value is computed by multiplying the Market Price by the Quantity of Shares. This is the dollar value of your present holdings in your specified Schwab Account or a summary of the Market Value summed over multiple Accounts.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party as provided by Schwab's Account Agreement. Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

Option Customers: Be aware of the following: (1) Commissions and other charges related to the execution of option transactions are included in confirmations of such transactions furnished to you at the time such transactions occur and are made available promptly upon request. (2) You should advise us promptly of any material changes in your investment objectives or financial situation. (3) Exercise assignment notices for option contracts are allocated among customer short positions pursuant to an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment. (4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options.

Rate Summary: The yield information for Sweep Funds is the current 7-day yield as of the statement period. Yields vary. Schwab and the Sweep Fund investment advisor may be voluntarily reducing a portion of a Sweep Fund's expenses. Without these reductions, yields would have been lower.

Terms and Conditions (continued)

Restricted Securities: See your Account Agreement for information regarding your responsibilities concerning the sale or control of restricted securities.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent ($0.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of $0.01 during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower.

Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., **Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not deposits or other or other obligations of, or guaranteed by, any bank, are not FDIC insured, and subject to investment risk and may lose value. SIPC does not cover balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features.**

Short Positions: Securities sold short will be identified with an "S" in Investment Detail. The market value of these securities will be expressed as a debit and will be netted against any long positions in Total Account Value.

Sweep Funds: Includes the primary funds into which free credit balances may be automatically invested pursuant to your Account Agreement.

Yield to Maturity: This is the actual average annual return on a note if held to maturity.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. **Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.**

Accrued Income: Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account.

IN CASE OF QUESTIONS: If you are a participant with a Schwab Personal Choice Retirement Account® (PCRA) and you have questions about this statement, or specific Schwab Account transactions, contact the dedicated **Schwab PCRA Call Center at 1-888-393-PCRA (7272).** If you are a Plan Trustee or Sponsor, please contact your Retirement Plan Service Provider shown on the cover page of this statement.

IN CASE OF ERRORS OR DISCREPANCIES IN BROKERAGE TRANSACTIONS: If you find an error or discrepancy relating to your brokerage activity (other than an electronic funds transfer), you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, you should notify Schwab immediately. Any oral communications should be reconfirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

IN CASE OF COMPLAINTS: If you have a complaint regarding your Schwab statement, products or services, please call the Charles Schwab & Co., Inc. **Client Advocacy Hotline at 1-800-468-3774** or write to Attention: Client Advocacy Team, 211 Main St., M/S: PHXPEAK-2K489, San Francisco, CA 94105.

Address Changes: If you fail to notify Schwab in writing of any change of address or phone number, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account.

Wire Transfers and Check Transactions: If, upon prompt examination, you find that your records and ours disagree, or if you suspect that a wire transfer is unauthorized, a check or endorsement is altered or forged, or checks are missing or stolen, call us immediately at the Schwab Customer Service number listed on the front of this statement. If you do not so notify us in writing promptly, but in no event later than 10 days after we send or make available your statement to you, you agree that the statement activity and Account balance are correct for all purposes with respect to those transactions. You agree to cooperate with us in the investigation of your claim, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the wire or check transaction, and the circumstances surrounding the loss. You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss, and that we have no obligation to provisionally credit your Account.

Additional Information: We are required by law to report to the Internal Revenue Service certain adjusted cost basis information (if applicable) and plan disbursements issued at the client's direction during the calendar year. Schwab or an affiliate acts as the Investment Advisor, Shareholder Service Agent and Distributor for the Schwab Money Funds. Schwab or an affiliate is compensated by the Schwab Money Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. For accounts managed by CSIA or CSIM you are charged an asset-based fee which is described in the relevant disclosure brochure. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request. Any third-party trademarks appearing herein are the property of their respective owners. Schwab and its affiliated banks are subsidiaries of The Charles Schwab Corporation.

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Member SIPC.

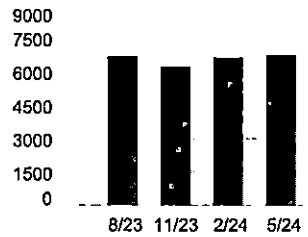
(0822-20UL)

Account Value as of 05/31/2024:$ 6,734,871.47

Change in Account Value

	This Period	Year to Date
Starting Value	**$ 6,536,498.24**	**$ 6,500,570.53**
Credits	10,404.07	56,259.01
Debits	(967.02)	(17,326.70)
Transfer of Securities (In/Out)	0.00	0.00
Income Reinvested	(10,401.58)	(56,245.15)
Change in Value of Investments	199,337.76	251,613.78
Ending Value on 05/31/2024	**$ 6,734,871.47**	**$ 6,734,871.47**
Total Change in Account Value	**$ 198,373.23**	**$ 234,300.94**

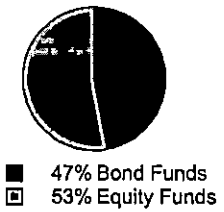
Account Value [in Thousands]



Asset Composition

	Market Value	% of Account Assets
Bank Sweep[A,B]	$ 4,245.02	<1%
Bond Funds	3,147,094.60	47%
Equity Funds	3,583,531.85	53%
Total Assets Long	**$ 6,734,871.47**	
Total Account Value	**$ 6,734,871.47**	**100%**

Overview



Gain or (Loss) Summary

	Gain or (Loss) on Investments Sold	Unrealized Gain or (Loss)
	This Period	
All Investments	$0.00	$432,832.74

Values may not reflect all of your gains/losses. Cost basis may change and be adjusted in certain cases. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional gain or (loss) information refer to Terms and Conditions.

Income Summary

	This Period	Year To Date
Bank Sweep Interest	2.49	13.86
Cash Dividends	10,401.58	56,245.15
Total Income	**10,404.07**	**56,259.01**

Cash Transactions Summary

	This Period	Year to Date
Starting Cash*	**$ 5,209.55**	**$ 1,557.86**
Deposits and other Cash Credits	0.00	0.00
Investments Sold	0.00	20,000.00
Dividends and Interest	10,404.07	56,259.01
Withdrawals and other Debits	(967.02)	(17,326.70)
Investments Purchased	(10,401.58)	(56,245.15)
Fees and Charges	0.00	0.00
Total Cash Transaction Detail	**(964.53)**	**2,687.16**
Ending Cash*	**$ 4,245.02**	**$ 4,245.02**

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

Investment Detail - Bank Sweep

Bank Sweep	Starting Balance	Ending Balance	% of Account Assets
CHARLES SCHWAB BANK	5,209.55	4,245.02	<1%
Total Bank Sweep [A,B]	**5,209.55**	**4,245.02**	**<1%**
Total Bank Sweep		**4,245.02**	**<1%**

Investment Detail - Mutual Funds

Bond Funds	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	% of Account Assets
ALLSPRING CORE BOND INST ◊ SYMBOL: MBFIX	145,544.1590	10.84000	1,577,698.68	1,609,981.93	(32,283.25)	23%
FIDELITY U.S. BOND INDEX ◊ SYMBOL: FXNAX	155,078.6480	10.12000	1,569,395.92	1,592,001.63	(22,605.71)	23%
Total Bond Funds	**300,622.8070**		**3,147,094.60**	**3,201,983.56**	**(54,888.96)**	**47%**

Equity Funds	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	% of Account Assets
AMERICAN FUNDS EUROPACIF ◊ IC GROWTH F3 SYMBOL: FEUPX	10,270.3540	59.22000	608,210.36	557,922.03	50,288.33	9%
FIDELITY INTERNATIONAL I ◊ NDEX SYMBOL: FSPSX	11,849.1180	50.83000	602,290.67	539,442.14	62,848.53	9%

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

Investment Detail - Mutual Funds (continued)

Equity Funds (continued)	Quantity	Market Price	Market Value	Cost Basis	Unrealized Gain or (Loss)	% of Account Assets
FIDELITY 500 INDEX ◊ SYMBOL: FXAIX	4,745.1260	183.61000	871,252.58	710,810.59	160,441.99	13%
JPMORGAN LARGE CAP GROWT ◊ H I SYMBOL: SEEGX	5,106.1380	70.08000	357,838.15	269,297.92	88,540.23	5%
MFS MID CAP GROWTH R6 ◊ SYMBOL: OTCKX	9,313.1600	31.17000	290,291.20	248,018.77	42,272.43	4%
MFS MID CAP VALUE R6 ◊ SYMBOL: MVCKX	8,667.5860	33.38000	289,324.02	253,344.50	35,979.52	4%
MFS VALUE R6 ◊ SYMBOL: MEIKX	6,222.4010	50.69000	315,413.51	292,512.97	22,900.54	5%
SCHWAB SMALL CAP INDEX ◊ SYMBOL: SWSSX	7,454.6680	33.39000	248,911.36	224,461.23	24,450.13	4%
Total Equity Funds	**63,628.5510**		**3,583,531.85**	**3,095,810.15**	**487,721.70**	**53%**
Total Mutual Funds	**364,251.3580**		**6,730,626.45**	**6,297,793.71**	**432,832.74**	**100%**

Total Investment Detail	**6,734,871.47**
Total Account Value	**6,734,871.47**
Total Cost Basis	***6,297,793.71***

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

Transaction Detail - Purchases & Sales

Bond Funds Activity

Settle Date	Trade Dat	Transaction	Description	Quantity	Unit Price	Charges and Interest	Total Amount
05/31/24	05/31/24	Reinvested Shares	ALLSPRING CORE BOND INST: MBFIX	543.4940	10.8400	0.00	(5,891.48)
05/31/24	05/31/24	Reinvested Shares	FIDELITY U.S. BOND INDEX: FXNAX	445.6620	10.1200	0.00	(4,510.10)
Total Bond Funds Activity							**(10,401.58)**
Total Purchases & Sales							**(10,401.58)**

Transaction Detail - Deposits & Withdrawals

Transaction Date	Process Date	Activity	Description	Location	Credit/(Debit)
05/15/24	05/15/24	Journaled Funds	TRF SCHWAB BROKERAGE		(967.02)
Total Deposits & Withdrawals					**(967.02)**

The total deposits activity for the statement period was $0.00. The total withdrawals activity for the statement period was $967.02.

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Date	Process Date	Activity	Description	Credit/(Debit)
05/15/24	05/16/24	Bank Interest[A,B]	BANK INT 041624-051524: SCHWAB BANK	2.49
05/31/24	05/31/24	Div For Reinvest	ALLSPRING CORE BOND INST: MBFIX	5,891.48
05/31/24	05/31/24	Div For Reinvest	FIDELITY U.S. BOND INDEX: FXNAX	4,510.10
Total Dividends & Interest				**10,404.07**

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.

Total Transaction Detail	(964.53)

Bank Sweep for Benefit Plans Activity

Transaction Date	Transaction	Description	Withdrawal	Deposit	Balance [A,B]
Opening Balance [A,B]					**5,209.55**
05/15/24	Interest Paid[A,B]	BANK INTEREST - CHARLES SCHWAB BANK		2.49	5,212.04
05/16/24	Auto Transfer	BANK TRANSFER TO BROKERAGE	967.02		4,245.02
Total Activity			**967.02**	**2.49**	
Ending Balance [A,B]					**4,245.02**

Bank Sweep for Benefit Plans: Interest Rate as of 05/31/24 was 0.45%.[B]

Endnotes For Your Account

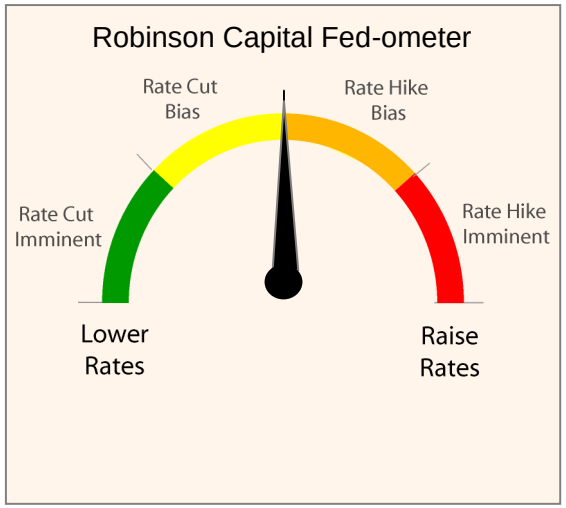
Symbol	Endnote Legend
◊	Dividends paid on this security will be automatically reinvested.
A	Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
B	For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

charles
SCHWAB

Short-Term Bond Strategies

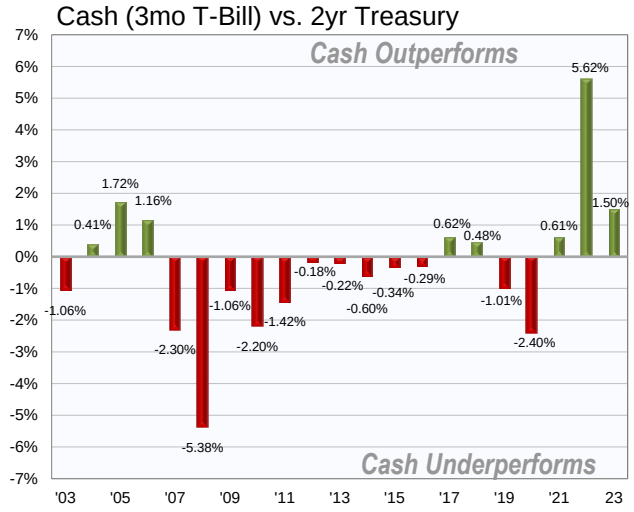
May 2024

Federal Reserve Stance



The Federal Reserve will next meet on June 11th and the market anticipates that the Fed will once again leave interest rates unchanged at 5.50%. Other central banks have already begun the interest rate easing cycle (ex: Eurozone and Canada), though most remain non-committal on the pace and degree of future cuts. The market is now focused on what will cause the Fed to join other central banks. The last three rate cut cycles have all ended with interest rates at 1.00% or lower.

Performance

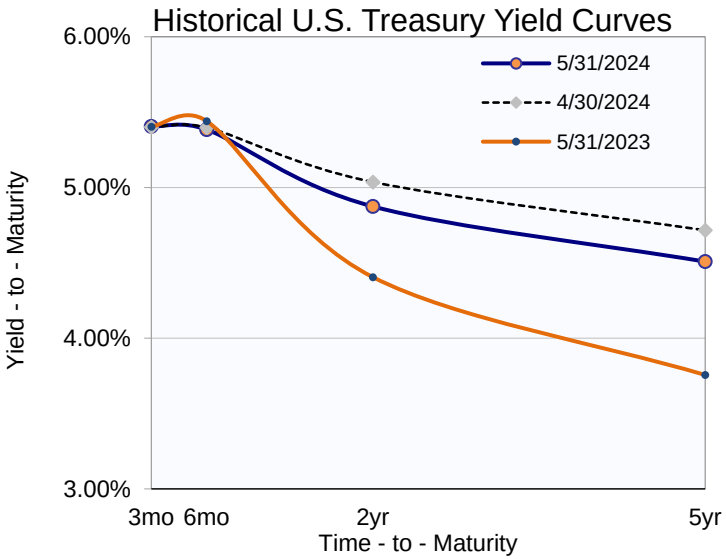


Source: Barclays Capital, Bloomberg, Robinson

Despite outperforming in May, the 2-Year Treasury still trails the 3-Month T-Bill on a Year-to-Date basis.

Returns	May	YTD
3mT-Bill	0.48%	2.23%
2y Tsy	0.68%	0.51%

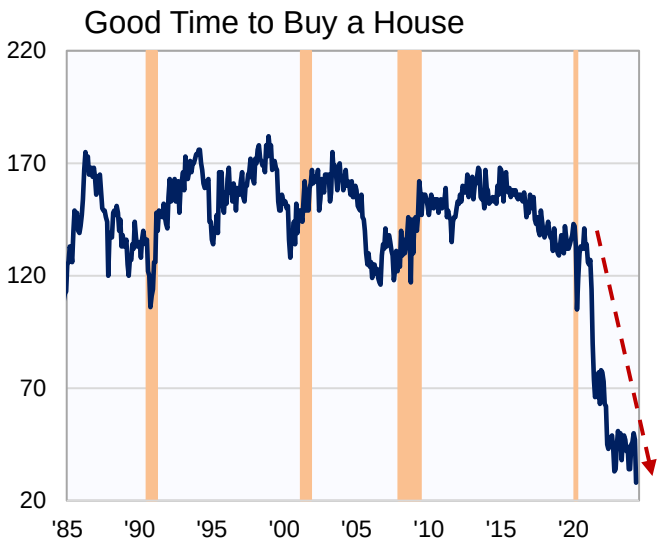
Yield Curve



Source: Bloomberg, Robinson

The yield curve's inversion became more pronounced in May as short rates (3-Month T-Bill) remain stuck around 5.50% while 2 and 5-Year Treasury yields fell around 20 bps.

Graph of the Month



Source: Bloomberg, Robinson

With mortgage rates stuck above 7% and home prices on the rise again, homebuyer confidence found a new all-time low in May. This is likely the result of the length of time the housing market has been plagued with the problematic concoction of high rates and prices. Unsurprisingly, this has led to the lowest number of existing home sales since the 2008 housing crash.

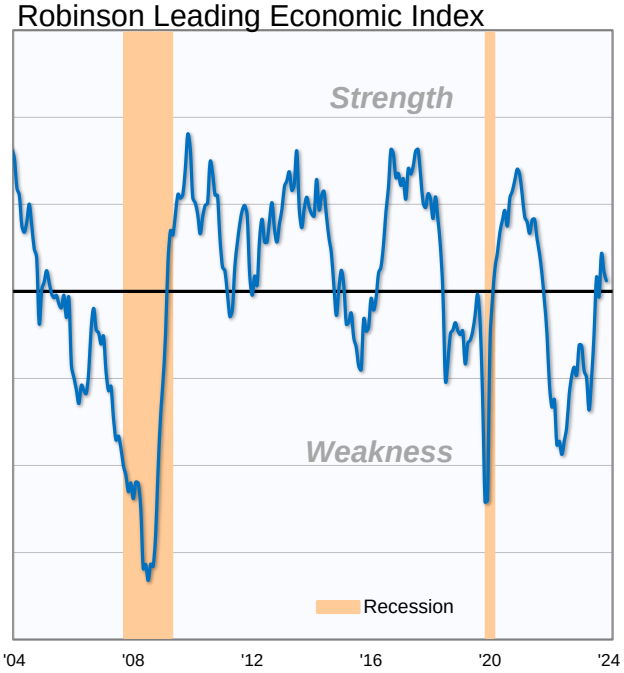
ROBINSON | CAPITAL

Economic Comments

- **Market Review:** The Robinson Leading Economic Index moved down again in May but has clearly rebounded over the last 6 months off of deep recessionary levels. Bond investors are sure to keep an eye on upcoming employment data as many believe a crack in the labor market will signify the beginning of Fed rate cuts.

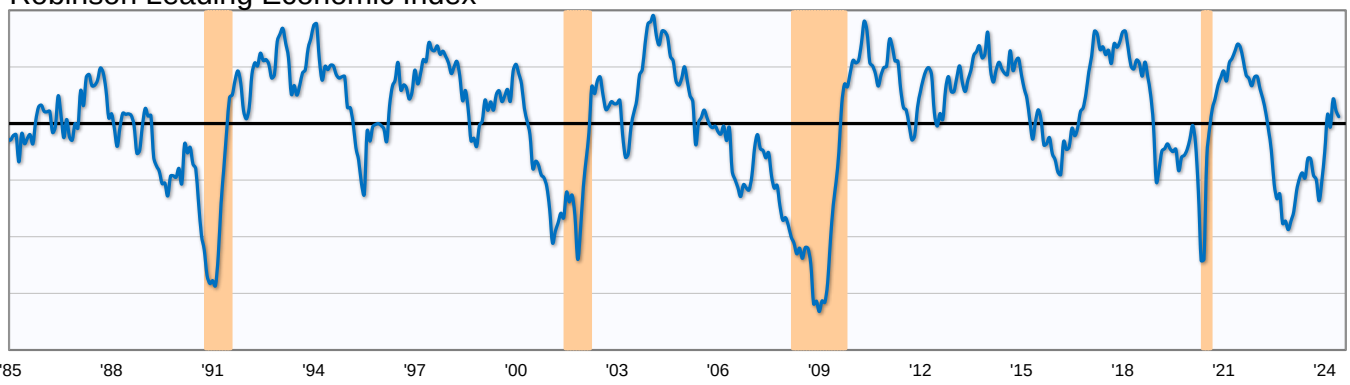
- **Business Conditions:** A couple of months ago we highlighted that the total number of private-sector hirings (adjusted for labor force size) had fallen to 10-year lows which may be evidence of an upcoming inflection point in the low jobless claims data we have seen over the last few years. We now also see a re-acceleration in the downward trend that small businesses are reporting on their hiring plans over the next three months (see bottom left). With this survey, we focus on the trend vs. the absolute level and over the last 3 years, we've seen one of the steepest and longest-lasting pullbacks in this index's history. Combined with the lower job opening figures, quit rates and slowing wage inflation - the power in the employee-employer relationship may be reverting to the business' corner. Last month we pointed out that corporate bond spreads, a proxy for investor's perceived business risk, was exceptionally low. That is not a feature of just the highest quality companies but also holds true of the "riskiest" investment-grade companies that are rated BBB (see bottom right). On the graph we have included the Conference Board's Leading Economic Index which, similarly to Robinson's, has pointed to a recessionary economy for nearly 2 years. Historically, the year-over-year change in their LEI has aligned with movement in BBB credit spreads (LEI down, credit spreads higher). Eventually these two will sync back up and we will have our answer if this time truly was different or there was just a longer lag than normal.

Robinson Leading Economic Index



Source: Bloomberg, Robinson

Robinson Leading Economic Index

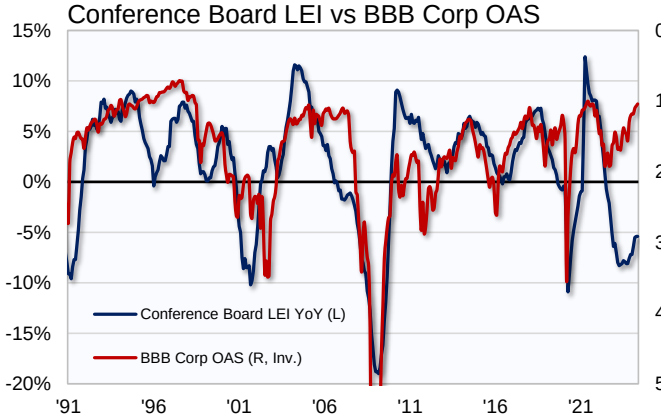


Source: Bloomberg, Robinson

Small Business Hiring Plans Next 3 Months

Source: Bloomberg, NIFB, Robinson

Conference Board LEI vs BBB Corp OAS



Source: Bloomberg, Conference Board, Robinson

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