

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room and YouTube**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Friday, November 8, 2024**  
**10:30 AM**

**Public Comment**

**Approval of Agenda**

**Consent Resolutions:**

- I. Approval of the minutes from the [October 1, 2024](#) Planning and Policy Committee Meeting

**Agenda and Action Requests:**

- I. [Rosy Mount Expansion MNRTF Grant Agreement](#)  
Suggested Motion:  
To accept the grant agreement from the Michigan Department of Natural Resources for funding assistance for the Rosy Mound Natural Area Expansion project and forward to the County Board of Commissioners for final approval.
2. [Ottawa Sands Phase I Change Order No. 4](#)  
Suggested Motion:  
To accept the change order to the Ottawa Sands Phase I contract with Apex Contractors, Inc. in the amount of \$143,516.52 and forward to the Board of Commissioners for final approval.
3. [IET Stearns Bayou Connector Contract Amendment](#)  
Suggested Motion:  
To approve an amendment to the contract with Pre in & Newhof for Engineering services for the Stearns Bayou Segment of the Idema Explorers Trail in the amount of \$227,432.30 and forward to the Board of Commissioners for final approval.
4. [Agricultural Preservation By-Laws](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the revised Agricultural Preservation By-Laws.

5. [Ottawa County Farmland Development Rights Ordinance](#)

Suggested Motion:

To approve the revised Ottawa County Farmland Development Rights Ordinance and forward to the Board of Commissioners.

6. [County Policies](#)

Suggested Motion:

To approve the revised County Policies and forward to the Board of Commissioners for a first reading.

7. [Legal Services Policy](#)

Suggested Motion:

To approve the revised Legal Services Policy and forward to the Board of Commissioners for a first reading.

8. [Contracting Policy](#)

Suggested Motion:

To approve the revised Contracting Policies and forward to the Board of Commissioners for a first reading.

9. [Purchasing Policy](#)

Suggested Motion:

To approve the revised Purchasing Policies and forward to the Board of Commissioners for a first reading.

10. Closed Session to Discuss Property Acquisition Pursuant to the OMA Section 8d

Suggested Motion:

To go into closed session to discuss property acquisition pursuant to the OMA Section 8d (2/3 vote required).

**Committee Reports:**

**Public Comment**

**Adjournment at Call of the Chairperson**

**PLANNING AND POLICY COMMITTEE**

**Proposed Minutes**

DATE: October 1, 2024  
TIME: 9:02 a.m.  
PLACE: Fillmore Street Complex  
PRESENT: Roger Belknap, Allison Miedema, Chris Kleinjans, Roger Bergman, and Joe Moss. (5)

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: APPROVAL OF AGENDA

PP 24-045 Motion: To approve the agenda of today.  
Moved by: Bergman UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

PP 24-046 Motion: To approve the minutes from the September 3, 2024, Planning and Policy  
Committee Meeting.  
Moved by: Bergman UNANIMOUS

SUBJECT: IDEMA EXPLORERS TRAIL EASEMENT

PP 24-047 Motion: To approve the purchase of an easement from the David L. Michalak Trust for  
construction and operation of the Bass River Segment of the Idema Explorers Trail in the  
amount of \$12,000.  
Moved by: Moss

The motion passed by the following votes: Yeas: Joe Moss, Chris Kleinjans, Allison  
Miedema, Roger Bergman, Roger Belknap. (5)

SUBJECT: BUR OAK LANDING POWERLINE EASEMENT

PP 24-048 Motion: To grant an easement to the Great Lakes Energy Cooperative for construction  
of underground power lines at the Bur Oak Landing County Open Space site.  
Moved by: Miedema

The motion passed by the following votes: Yeas: Roger Bergman, Allison Miedema, Joe  
Moss, Chris Kleinjans, Roger Belknap. (5)

SUBJECT: VETERANS AFFAIRS COMMITTEE BY-LAWS

PP24-049 Motion: To review and approve the Veterans Affairs Committee By-Laws and send to the Board of Commissioners for final approval.  
Moved by: Miedema

The motion passed by the following votes: Yeas: Roger Bergman, Allison Miedema, Chris Kleinjans, Joe Moss, Roger Belknap. (5)

SUBJECT: COMMITTEE REPORTS

None.

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 9:13 a.m.

# Action Request

Electronic Submission – Contract # 2477



**Committee: PLANNING AND POLICY**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: CURT TERHAAR**

**Agenda Item: ROSY MOUND EXPANSION MNRTF GRANT AGREEMENT**

## Suggested Motion:

To accept the grant agreement from the Michigan Department of Natural Resources for funding assistance for the Rosy Mound Natural Area Expansion project and forward to the County Board of Commissioners for final approval.

## Summary of Request:

Ottawa County has been recommended for a grant through the Michigan Natural Resources Trust Fund to assist in acquiring approximately 127 acres of property to add to the existing Rosy Mound Natural Area. Following appropriation of funds by the State Legislature and signing by the Governor, the final steps in the acquisition process can proceed pending finalization of this agreement. This grant is the second of two grants that, along with a donation by the owner and funds from the Ottawa County Parks Foundation, cover all but \$250,000 of the over \$4,700,000 in project costs.

## Financial Information:

Total Cost: \$2,346,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

10/31/2024 11:32:51 AM

Committee/Governing/Advisory Board Approval Date:

**COUNTY OF OTTAWA**

**STATE OF MICHIGAN**

**RESOLUTION**

**RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES FOR THE ROSY MOUND ACQUISITION PROJECT – PHASE 2.**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on November 12, 2024.

PRESENT:

ABSENT:

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

“RESOLVED, that the Ottawa County Board of Commissioners does hereby accept the terms of the Agreement for the Rosy Mound Acquisition – Phase 2 (TF23-0030) as received from the Michigan Department of Natural Resources (MDNR), and that the Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide the sum of Seven Hundred Four Thousand (\$704,000) dollars to match the grant authorized by the MDNR.

WHEREAS, the applicant commits said local match from its own resources and Donation of Property Value by Land Owner Tacoma LLC of \$500,000 (estimated value)

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

YEAS:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OTTAWA     )

I, JUSTIN F. ROEBUCK, Clerk/Register, of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which resolution was adopted by the County of Ottawa at a meeting held November 12, 2024.

\_\_\_\_\_  
Signature

Ottawa County Clerk/Register  
Title

November 12, 2024  
Date

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Joe Moss  
Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
Ottawa County Clerk/Register





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

**GRANTEE CONTACT**

---

Name/Title

---

Organization

---

Address

---

Address

---

Telephone Number

---

E-mail Address

**DEPARTMENT CONTACT**

---

MNRTF Grant Program Manager

---

Name/Title

---

Grants Management/DNR Finance & Operations

---

Organization

---

525 W. Allegan Street, Lansing, MI 48933

---

Address

---

P.O. Box 30425, Lansing, MI 48909

---

Address

---

517-284-7268

---

Telephone Number

---

DNR-Grants@michigan.gov

---

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF23-0030** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **10/10/2024** through **10/31/2026**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **63.5** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Grand Haven Township**, in the County of **Ottawa, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **Acquisition of land for natural resource conservation and public outdoor recreation.**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Seventy percent (70%)** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **One Million Six Hundred and Forty-Two Thousand dollars (\$1,642,000.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
  - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
  - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
  - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
  - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy percent (70%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
  - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

**8. Closing Options:**

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.

- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT .

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Seven Hundred and Four Thousand dollars (\$704,000.00)** as local match to this project. This sum represents **Thirty percent (30%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT .
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT .
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **10/31/2026**. Failure to acquire the project area by **10/31/2026** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.

- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
  - p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
  - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
  - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
  - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
  - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
  - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
  - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;or
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements

of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next

page.

Michigan Department of Natural Resources  
Rosy Mound Expansion Phase II TF23-0030

Ottawa County

By: \_\_\_\_\_

Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_ Date

By: \_\_\_\_\_

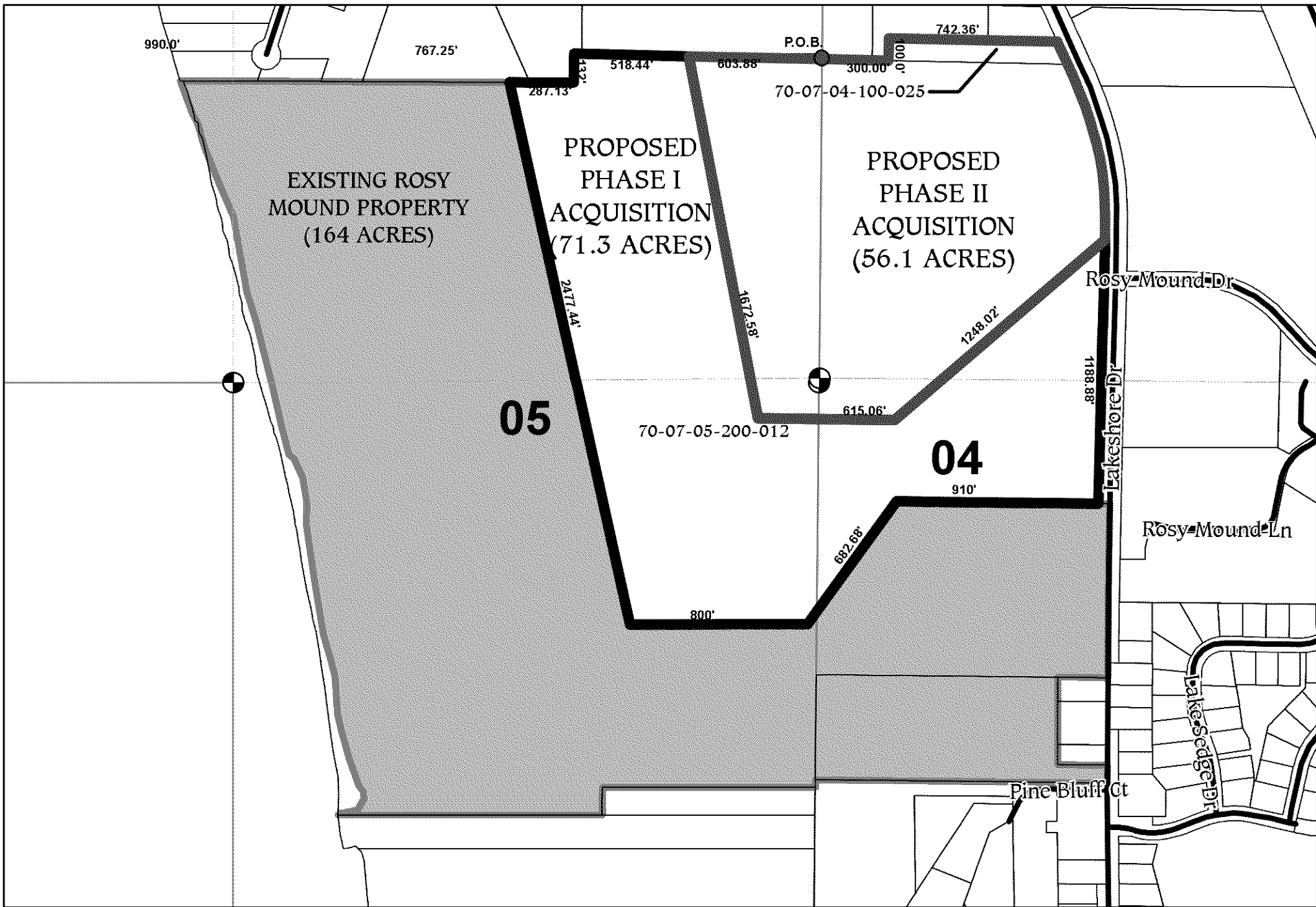
Justin F. Roebuck, Clerk/Register

\_\_\_\_\_ Date



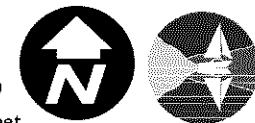
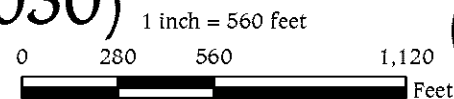
**Ottawa County Parks & Recreation Commission**  
**Rosy Mound Expansion Phase 2 (TF23-0030)**  
Legal Description

Part of Section 4 & 5 commencing South 0 Degrees 07 Minutes 54 Seconds East 1156.11 feet from Northeast corner Section 5 to the Point of Beginning, then South 89 Degrees 25 Minutes 48 Seconds West 603.88 then South 10 Degrees 47 Minutes 50 Seconds East 1672.58 feet then South 89 Degrees 21 Minutes 9 Seconds East 615.06 feet then North 49 Degrees 28 Minutes 8 Seconds East 1,248.02 feet then North along the West line of Lakeshore Drive 926 feet more or less to the North line of the South 232 feet of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, then west along said Northwest line 742.36' then South 0 Degrees 07 Minutes 54 Seconds West 100.00 feet then North 89 Degrees 46 Minutes 17 Seconds West 300 feet to the Point of Beginning.



# ROSY MOUND EXPANSION (TF23-0030)

## BOUNDARY MAP



Ottawa County Parks & Recreation Commission

# Action Request

Electronic Submission – Contract # 2471



**Committee: PLANNING AND POLICY**

**Meeting Date: 11/8/2024**

**Vendor/3<sup>rd</sup> Party: APEX CONTRACTORS**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: CURT TERHAAR**

**Agenda Item: OTTAWA SANDS PHASE 1 CHANGE ORDER NO. 4**

## Suggested Motion:

To accept the change order to the Ottawa Sands Phase 1 contract with Apex Contractors, Inc. in the amount of \$143,516.52 and forward to the Board of Commissioners for final approval.

## Summary of Request:

This change to the original Ottawa Sands construction contract covers modifications and improvements to original project elements and significant additions to the project including trees in the treehouse area, a small maintenance building, provisions for a camp host RV site, signage, and site power improvements. A detailed list of items is included on the attached document.

## Financial Information:

Total Cost: \$143,516.52

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

10/31/2024 11:32:47 AM

Committee/Governing/Advisory Board Approval Date:



## **FOURTH CONTRACT AMENDMENT STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Amendment (hereinafter “Amendment”) pertains to the Standard Form of Agreement Between Owner and Contractor executed on November 22, 2022 (hereinafter “Original Contract”), and each previous Contract Amendment. This Fourth Amendment, each previous Amendment, and the Original Contract collectively constitute the “Contract” by and between APEX Contractors, Inc (referred to as the “Contractor”), 4101 27<sup>th</sup> Street, Dorr, MI 49323 and the County of Ottawa, located at 12220 Fillmore St., West Olive, MI 49460 (referred to as the “Owner”).

**WHEREAS**, the Owner and Contractor are parties to a Standard Form of Agreement Between Owner and Contractor Contract effective as of November 22, 2022. Under the Contract, APEX Contractors agrees to provide general construction services to Ottawa County Parks and Recreation Commission 12220 Fillmore St., West Olive, MI 49460.

**WHEREAS**, the parties to this Fourth Amendment now desire to make certain amendments to the Contract provided herein, including the changes described in PR #4 (Exhibit 1).

**NOW, THEREFORE**, in consideration of the mutual provisions, covenants and undertakings set forth in this Fourth Amendment, each previous Amendment, and in the Original Contract, and other good and valuable consideration, which is hereby acknowledged, the parties to this Amendment agree as follows:

**1. SCOPE OF WORK:**

The Contractor is to provide Ottawa County with the services as described in Exhibit 1.

**2. PRICING:**

The pricing reflects the additional services added in this amendment. The additional cost to the County is described in Exhibit 1 and is to include all conditions defined in the Scope of Work in this amendment. The additional charges as described in Exhibit 1 shall not exceed \$143,516.52. The new contract sum will be \$4,315,039.94. The

charges for this additional service shall be billed to in accordance with the original Contract.

**3. AMENDMENT TERMS:**

Notwithstanding the foregoing, if the Contractor materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon the thirty (30) days' notice, the Owner may terminate this Agreement upon ninety (90) days' notice.

This Amendment contains all revised terms and conditions agreed upon by the parties. All terms and conditions in the November 22, 2022 Contract and the previous Amendments that are not inconsistent with the provisions herein shall remain in full force and effect. This Fourth Amendment, each previous Amendment, and Original Contract contain the complete expression of the parties' agreement and all other understandings, oral and written, are merged into the Contract.

[Signatures on next page]

**FOURTH CONTRACT AMENDMENT  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

IN WITNESS WHEREOF, this Amendment is executed effective on the latest date set forth below.

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# Exhibit 1



## Contract Administration G701 Change Order

### Distribution List:

Owner   X    
 Architect   X    
 Contractor   X    
 Field \_\_\_\_\_  
 Other \_\_\_\_\_

PROJECT (Name and address):  
 Ottawa Sands County Park - Phase I, Bid Package #1  
 18153 North Shore Road, Ferrysburg, Michigan 49456

CHANGE ORDER NUMBER: 4

DATE: 03 October 2024

TO CONTRACTOR (Name and address):  
 APEX Contractors, Inc.  
 4101 27th Street  
 Dorr, Michigan 49323

ARCHITECT'S PROJECT NUMBER: 2201

CONTRACT DATE: 22 November 2022

CONTRACT FOR: General Construction Services

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Per PR #4 Write-up, attached

\$143,516.52  
 TOTAL ADD \$143,516.52

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was	\$ 3,539,000.00
The net change by previously authorized Change Orders	\$ 632,523.42
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was	\$ 4,171,523.42
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of	\$ 143,516.52
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be	\$ 4,315,039.94
The Contract Time will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by <u>ninety</u> ( 90 ) days.	
The date of Substantial Completion as of the date of this Change Order therefore is <u>November 1, 2024</u>	

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VIRIDIS Design Group  
 ARCHITECT (Firm name)  
1430 Monroe Ave NW, Grand Rapids, MI 49505  
 ADDRESS

APEX Contractors, Inc  
 CONTRACTOR (Firm name)  
4101 27th Street, Dorr, MI 49323  
 ADDRESS

Ottawa County Parks & Recreation Commission  
 OWNER (Firm name)  
12220 Fillmore Street, West Olive, MI 49460  
 ADDRESS

BY (Signature)  
Trevor Bosworth, Principal

(Typed name)  
10/03/2024

DATE

BY (Signature)  
Mark Miedema, President

(Typed name)  
10/9/2024

DATE

BY (Signature)  
Curt TerHaar, Coord. of Park Planning & Development

(Typed name)  
10/14/2024

DATE

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

September 26, 2024

**Ottawa Sands Phase 1  
Approved Adds and Deducts**

**Bid Package 1A - ADDS (PR#4)**

Item	Description	Cost
1	Sand & Seal Yurt Floors	\$7,900.00
2	Restroom Window Film	\$850.00
3	Grab Bars for RR & Yurt	\$1,840.00
4	Shed Power from Yurt Pedestal	\$17,600.00
5	Shed Sand Pad	\$2,200.00
6	Shed	\$12,458.92
7	Drainage Structure Renovation	\$726.00
8	Seal Yurt Kitchenette	\$2,640.00
9	Lift Station Pump 2nd Trip to Site	\$840.00
10	Shelf Brackets	\$583.00
11	RV Pad	\$51,842.00
12	RV Power	\$10,054.00
13	Laundry Room Upgrades	\$5,600.00
14	Remove Willow Tree	\$1,420.00
15	Add Additional Trees	\$12,075.00
16	Wood Kiosks	\$12,700.00
17	Pavement Markings	\$3,355.00
18	Concrete bench and kiosk pads	\$1,080.00
19		

**Add Total                    145,763.92**

**Bid Package 1A - Deducts (PR#4)**

1	RV pad size reduction	\$ (1,247.40)
2	Delete Frost Free yard hydrant	\$ (1,000.00)
3		
4		
5		

**Deduct Total                    -2,247.40**

**Bid Package 1A - (PR#4)**

**Add Grand Total**

**143,516.52**



# Action Request

Electronic Submission – Contract # 2478



<b>Committee: PLANNING AND POLICY</b>
<b>Meeting Date: 11/8/2024</b>
<b>Vendor/3<sup>rd</sup> Party: PREIN &amp; NEWHOF</b>
<b>Requesting Department: PARKS AND RECREATION</b>
<b>Submitted By: CURTIS TERHAAR</b>
<b>Agenda Item: IET STEARNS BAYOU CONNECTOR CONTRACT AMENDMENT</b>

## Suggested Motion:

To approve an amendment to the contract with Prein & Newhof for Engineering services for the Stearns Bayou Segment of the Idema Explorers Trail in the amount of \$227,432.30 and forward to the Board of Commissioners for final approval.

## Summary of Request:

Design and engineering work for this segment of the Idema Explorers Trail began in 2019. Since that time, progress has been slow, but steady. Most recently, as the project plans were finalized, permitted, and bid, and as construction began, several delays and complications have required significant additional design, engineering, and site inspection work. These included unanticipated changes required by regulating agencies, and unexpected obstacles to construction. Construction substantial completion, originally scheduled for 2023 was first delayed until September 2024 and now to November 2024 with final closeout in spring 2025. These two delays required or are anticipated to require addition work with fees of \$123,938.28 and \$103,494.02 respectively for a total additional expense of \$227,432.30. This cost is also significantly impacted by the change in current hourly rates from 2019 until now. Although this is a significant increase, the total fee for the project is approximately 12.5% of the overall project cost. This is well within the 15-20 % originally budgeted for a project with MDOT Transportation Alternatives Project grant requirements.

## Financial Information:

Total Cost: \$227,432.30	General Fund Cost: \$0.00	Included in Budget: Yes
--------------------------	---------------------------	-------------------------

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:  10/31/2024 11:32:35 AM

Committee/Governing/Advisory Board Approval Date: 11/5/2024



## **SECOND CONTRACT AMENDMENT GRAND RIVER GREENWAY**

This Amendment (hereinafter “Amendment”) pertains to the Grand River Greenway executed on September 4, 2013 (hereinafter “Original Agreement”), and First Contract Amendment executed on February 24, 2021 (hereinafter “First Amendment”). This Second Amendment, the First Amendment, and the Original Agreement collectively constitute the “Agreement” by and between Prein & Newhof (referred to as the “Contractor”), 3355 Evergreen Dr NE, Grand Rapids, MI 49525 and the County of Ottawa, located at 12220 Fillmore St., West Olive, MI 49460 (referred to as the “County”).

**WHEREAS**, the County and Contractor are parties to a Grand River Greenway Agreement effective as of September 4, 2013. Under the Agreement, Prein & Newhof agrees to provide design engineering and construction administration to Ottawa County Park and Recreation Commission, 12220 Fillmore St., West Olive, MI 49460.

**WHEREAS**, the parties to this Second Amendment now desire to make certain amendments to the Agreement provided herein, including services detailed in Exhibit 1.

**NOW, THEREFORE**, in consideration of the mutual provisions, covenants and undertakings set forth in this Second Amendment, the First Amendment, and in the Original Agreement, and other good and valuable consideration, which is hereby acknowledged, the parties to this Amendment agree as follows:

**1. SCOPE OF WORK:**

The Contractor is to provide Ottawa County with the services as described in Exhibit 1.

**2. PRICING:**

The pricing reflects the additional services added in this amendment. The additional cost to the County is described in Exhibit 1 and is to include all conditions defined in the Scope of Work in this amendment. The additional charges as described in Exhibit 1 shall not exceed \$227,432.30. The new contract sum will be \$643,982.30. The charges for this additional service shall be billed to in accordance with the original

Agreement.

**3. AMENDMENT TERMS:**

Notwithstanding the foregoing, if the Contractor materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon the thirty (30) days' notice, the County may terminate this Agreement upon ninety (90) days' notice.

This Amendment contains all revised terms and conditions agreed upon by the parties. All terms and conditions in the September 4, 2013 Agreement and the February 24, 2021 First Amendment that are not inconsistent with the provisions herein shall remain in full force and effect. This Second Amendment, The First Amendment, and Original Agreement contain the complete expression of the parties' agreement and all other understandings, oral and written, are merged into the Agreement.

[Signatures on next page]

**SECOND CONTRACT AMENDMENT  
GRAND RIVER GREENWAY**

IN WITNESS WHEREOF, this Amendment is executed effective on the latest date set forth 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:

**PREIN & NEWHOF**

By:   
Signature  
Date 10/24/24  
JASON WASLER  
Printed Name  
VICE PRESIDENT  
Title

## Exhibit 1

October 16, 2024  
2010209

Mr. Curt TerHaar  
Ottawa County Parks and Recreation Commission  
12220 Fillmore Street,  
West Olive, MI 49460

RE: Ottawa County Parks and Recreation Commission  
Idema Explorers Trail, Stearns Bayou Section  
Updated Construction Engineering Budget

Dear Mr. TerHaar:

Per our discussion earlier this year regarding the updated construction schedule for the subject project, we provided you with a proposal update for construction administration with substantial completion scheduled for September 6, 2024.

At that time, the proposed budget for construction administration was as follows:

Construction Administration Budget (4/2024 Update):	\$ 350,800.00
Fee expended to 4/2024:	(\$ 19,603.55)
Remaining Budget:	( <u>\$ 207,258.17</u> )
<b>Additional Construction Administration Budget required:</b>	<b>\$ 123,938.28</b>

At your direction we have provided construction administration services for the project assuming that budget.

Currently, based on the contractors approved updated schedule dated September 6, 2024 (attached), substantial completion is scheduled for December 17, 2024, with final bridge sealing, punch list and MDOT File Audit completed in the spring of 2025.

We have attached an updated fee/hour spreadsheet for construction administration starting October 1, 2024, through completion per the updated schedule:

Construction Administration Budget (10/2024 Update):	\$ 170,600.00
Remaining Budget:	( <u>\$ 67,105.98</u> )
<b>Additional Construction Administration Budget required:</b>	<b>\$ 103,494.02</b>

Based on these changes, we request that the current contract be amended as follows:

Mr. Curt TerHaar  
October 16, 2024  
Page 2

Current Total Design & Engineering Budget/PO:	\$ 416,550.00
Additional proposed budget (4/2024):	\$ 123,938.28
Additional proposed budget (10/2024):	<u>\$ 103,494.02</u>
<b>Total Amended Contract Amount:</b>	<b>\$ 643,982.30</b>

Sincerely,

**Prein&Newhof**



Scott T. Post, P.E.  
Project Manager



Brian Vilmont, P.E.  
Team Leader

Enclosures: Contractor Progress Schedule, Updated Fee Worksheets

STP/mvk

ID	Task Name	Duration	Start	Finish	September			October			November				
					B	M	E	B	M	E	B				
1	<b>Ottawa County: Green Street and 128th Avenue</b>	<b>223 days</b>	<b>Fri 9/6/24</b>	<b>Fri 5/23/25</b>											
2	<b>Shared Use Path Work</b>	<b>49 days</b>	<b>Mon 9/16/24</b>	<b>Mon 11/11/24</b>											
3	Shared Use Path Grading	36 days	Mon 9/16/24	Sat 10/26/24											
4	Miscellaneous Concrete	4 days	Mon 10/28/24	Thu 10/31/24											
5	HMA Shared Use Pathway	3 days	Fri 11/1/24	Mon 11/4/24											
6	Restoration	6 days	Tue 11/5/24	Mon 11/11/24											
7	<b>Green Street Bridge Work: 196 Calendar Days</b>	<b>223 days</b>	<b>Fri 9/6/24</b>	<b>Fri 5/23/25</b>											
8	<b>Stage 2: Work on North Side of Bridge</b>	<b>88 days</b>	<b>Fri 9/6/24</b>	<b>Tue 12/17/24</b>											
9	Construct Pier Columns	6 days	Fri 9/6/24	Thu 9/12/24											
10	Build Pier Caps	21 days	Sat 9/7/24	Tue 10/1/24											
11	Set Beams on Interior Spans	8 days	Wed 10/2/24	Thu 10/10/24											
12	Removals	10 days	Fri 10/11/24	Tue 10/22/24											
13	Superstructure Concrete Forming	26 days	Wed 10/23/24	Thu 11/21/24											
14	Pour Deck	1 day	Fri 11/22/24	Fri 11/22/24											
15	Wet Cure	6 days	Sat 11/23/24	Fri 11/29/24											
16	Remove Formwork	7 days	Thu 11/28/24	Thu 12/5/24											
17	Aesthetic Parapet Tube	10 days	Sat 11/30/24	Wed 12/11/24											
18	Miscellaneous Concrete	4 days	Sat 11/30/24	Wed 12/4/24											
19	Install Railing/Fence	2 days	Thu 12/12/24	Fri 12/13/24											
20	Guardrail	1 day	Sat 12/14/24	Sat 12/14/24											

Project: Ottawa County  
Date: Fri 9/6/24  
Author: James Scaggs

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Critical	
Project Summary		Manual Summary		Critical Split	
Inactive Task		Start-only		Progress	
Inactive Milestone		Finish-only		Manual Progress	

ID	Task Name	Duration	Start	Finish	September			October			November
					B	M	E	B	M	E	B
21	Pavement Markings	1 day	Mon 12/16/24	Mon 12/16/24							
22	Remove TCB/Adjust Traffic Control	1 day	Tue 12/17/24	Tue 12/17/24							
23	<b>Stage 3: North Bridge Lane</b>	<b>5 days</b>	<b>Mon 5/12/25</b>	<b>Fri 5/16/25</b>							
24	Place Penetrating Healer Sealer	5 days	Mon 5/12/25	Fri 5/16/25							
25	<b>Stage 4: South Bridge Lane</b>	<b>5 days</b>	<b>Mon 5/19/25</b>	<b>Fri 5/23/25</b>							
26	Place Penetrating Healer Sealer	5 days	Mon 5/19/25	Fri 5/23/25							
27	<b>Open to Traffic: Final Completion</b>	<b>0 days</b>	<b>Fri 5/23/25</b>	<b>Fri 5/23/25</b>							

Project: Ottawa County  
 Date: Fri 9/6/24  
 Author: James Scaggs

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Critical	
Project Summary		Manual Summary		Critical Split	
Inactive Task		Start-only		Progress	
Inactive Milestone		Finish-only		Manual Progress	



**Ottawa County Parks and Recreation Commission**  
**Idema Explorers Trail, Stearns Bayou Section - Connor Bayou to 144th Avenue**

Construction Engineering Professional Fees Worksheet Update

**MDOT TAP GRANT FUNDING**

4/3/2024

***Based on September 6, 2024 Substantial Completion***

	<i>Staff member</i>	PrMan	SenEngr	StructEngr	CADTech	CO			
	SP	AM	DB	BS	JB		Sub-contracts	Mileage	Total Cost
<b>Construction Administration</b>									
Cogent Engineering Structural Inspection							\$5,500.00		\$ 5,500.00
Preconstruction Meeting	8					8		100	\$ 2,244.00
Construction Staking									\$ 17,000.00
Construction Observation 26wks						1300		11700	\$ 160,420.00
P&N Structural Inspection/RFI/Shop Drawings				72				400	\$ 12,480.00
Construction Management 26wks (3/11 to 9/6)	312			16				2250	\$ 52,430.00
MDOT Certified Office Tech Files 26wks			208						\$ 28,288.00
MDOT Plant Fabrication Inspection: Steel Beams & Railings							\$25,190.00		\$ 25,190.00
MDOT Material Testing						56	\$11,000.00		\$ 17,608.00
MDOT Field Audit / Punch List	16			8		16		100	\$ 5,788.00
File Prep/Project Closeout/MDOT File Audit	60		60			32			\$ 21,236.00
Record Plans	2				12	4			\$ 2,642.00
<b>Subtotal Construction</b>	<b>398</b>	<b>268</b>	<b>96</b>	<b>12</b>	<b>1,416</b>	<b>1,416</b>	<b>\$ 41,690.00</b>	<b>14,550</b>	<b>\$ 350,800.00</b>

Construction Cost: \$6,046,580

**Fee Expended to 4/2024 \$ 19,603.55**

**Remaining Budget: \$ 207,258.17 (as of 6/30/2023)**

**Additional Construction Administration Budget Required: \$ 123,938.28**

**Ottawa County Parks and Recreation Commission**  
**Idema Explorers Trail, Stearns Bayou Section - Connor Bayou to 144th Avenue**

Construction Engineering Professional Fees Worksheet Update

**MDOT TAP GRANT FUNDING**

10/16/2024

***October 1, 2025 through December 17, 2024, and Spring 2025 Completion and Punch List***

	<i>Staff member</i>	PrMan	SenEngr	StructEngr	CADTech	CO	Sub-contracts	Mileage	Total Cost
	SP	AM	DB	BS	JB				
<b>2024 Construction Administration</b>									
Cogent Engineering Structural Inspection							\$5,500.00		\$ 5,500.00
Construction Staking									\$ 3,500.00
Construction Observation 11 wks (10/01 to 12/14)					550			5500	\$ 68,200.00
Construction Management 11 wks (10/01 to 12/17)	165		16					2200	\$ 29,615.00
MDOT Certified Office Tech Files 11 wks (10/01 to 12/14)		88							\$ 11,968.00
MDOT Material Testing					30		\$8,000.00		\$ 11,540.00
<b>2025 Construction Administration</b>									
MDOT Field Audit / Punch List / Inspection 2 wks May 2025	16		8		80			1000	\$ 14,018.80
File Prep/Project Closeout/MDOT File Audit	60	60			32				\$ 23,359.60
Record Plans	2			12	4				\$ 2,906.20
<b>Subtotal Construction</b>	<b>243</b>	<b>148</b>	<b>24</b>	<b>12</b>	<b>696</b>		<b>\$ 13,500.00</b>	<b>8,700</b>	<b>\$ 170,600.00</b>

**Remaining Budget: \$ 67,105.98** (as of 9/30/2024)  
**Additional Construction Administration Budget Required: \$ 103,494.02**

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** Agricultural Preservation By-Laws

**Suggested Motion:**

To approve and forward to the Board of Commissioners the revised Agricultural Preservation By-Laws.

**Summary of Request:**

N/A

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

**Committee/Governing/Advisory Board Approval Date:**

**OTTAWA COUNTY AGRICULTURAL PRESERVATION BOARD  
BYLAWS**

**ARTICLE I  
CREATION AND NAME**

Section 1. This Board was established by the Ottawa County Board of Commissioners in Section 4 of Ordinance No. 08-1, as amended and replaced by Ordinance No. 2413-1, on ~~July 23, 2013~~ **November \_\_, 2024**, (“the Ordinance”).

Section 2. In accordance with the Ordinance, ~~this Board shall be known as the Ottawa County Agricultural Preservation Board.~~ **the Ottawa County Agricultural Preservation Board shall be known as either the “CAP Board” or the “Board.”**

**ARTICLE II  
PURPOSE**

Section 1. Pursuant to Section 4 of the Ordinance, the ~~Ottawa County Agricultural Preservation~~ **CAP** Board is responsible for overseeing the County’s farmland preservation program and for performing the functions required by the Ordinance including but not limited to:

- a) Establishing selection criteria for the ranking and prioritization of applications. The selection criteria must be approved by the County Board of Commissioners prior to each Purchase of Development Rights (PDR) application cycle.
- b) Reviewing and providing oversight in scoring all applications according to the adopted selection criteria.
- c) Ranking and prioritizing the top scoring applications for acquisition and making recommendations to the County Board of Commissioners for the purchase of development rights.
- d) Approving the restrictions and permitted uses under the agricultural conservation easement.
- e) Establishing the price to be offered to the property owner and authorize negotiations for the purchase of development rights and agricultural conservation easement. All

purchase of development rights and agricultural conservation easements must be approved by the County Board of Commissioners.

- f) Establishing monitoring procedures and overseeing subsequent monitoring to ensure compliance with the agricultural conservation easement. Enforcement of the agricultural conservation easement in the case of non-compliance shall be the responsibility of the County Board of Commissioners or an agency that the Board of Commissioners contracts with (utilizing funds other than those originating from the County General Fund) to enforce the program.

### **ARTICLE III BOARD MEMBERS**

Section 1. The **CAP** Board shall consist of seven (7) members to be appointed by the County Board of Commissioners as provided in the Ordinance. The seven (7) members shall be residents of the County and include:

- (a) One County Commissioner
- (b) Three individuals with agricultural interests
- (c) One representative from township government
- (d) One individual with real estate or development interests
- (e) One individual representing local conservation interests

Section 2. Members of the ~~County Agricultural Preservation~~ **CAP** Board shall serve three-year terms, with the exception that the County Commissioner representative shall be designated on an annual basis. The initial term shall be staggered so that one of the agricultural representatives and the real estate representative serve an initial one-year term, another agricultural representative and the representative local township representative serve an initial two-year term and the third agricultural representative and the local conservation representative serve an initial three-year term. Members may be re-appointed by the County Board of Commissioners. The County Board of Commissioners shall have the discretion to remove members for inefficiency, neglect of duty or malfeasance in office. Vacancies due to removal or resignation shall be filled for the remainder of a term by appointment by the County Board of Commissioners. Members shall not be compensated for their services. All **CAP** Board ~~M~~members are expected to maintain at least a seventy-five (75%) attendance record at meetings and to not miss more than three (3) consecutive meetings without acceptable reasons. A **CAP** Board ~~M~~member may be removed by the Board of Commissioners for failure to meet this expectation.

Section 3. **CAP** Board members ~~may~~ **shall** not sell development rights to farmland under the Ordinance during their term in office. Board members shall disclose any potential conflict of interest and may not vote when a conflict exists. Conflicts of interest include, but are

not limited to, situations where (1) the member is a close relative of the applicant; (2) the ~~board~~ member has a close business association or ties with the applicant; (3) the ~~board~~ member, a relative, or a business associate could receive financial gain or benefit from the acceptance of the application.

Section 4. **CAP** Board members are generally responsible for fundraising for the Farmland Preservation Fund to the best of their ability.

## **ARTICLE IV POWERS OF THE BOARD**

Section 1. The **CAP** Board may exercise any and all of the powers granted to it in the Ordinance. The **CAP** Board may delegate such powers to the officers of the Board as it deems necessary.

Section 2. The **CAP** Board may establish standing advisory committees of the Board as it deems necessary. The **CAP** Board may also establish special advisory committees of the Board as the need arises from time to time.

## **ARTICLE V OFFICERS**

Section 1. The officers of the **CAP** Board shall be the Chairperson, Vice-Chair, and Secretary.

Section 2. The initial election of officers shall occur at the first meeting of the **CAP** Board, and the officers elected shall serve until the next annual meeting pursuant to Article VII, Section 1. Thereafter, the officers shall be elected for a term of one (1) year at the annual meeting, which term shall end at the next annual meeting.

Section 3. Vacancies in office shall be filled by the **CAP** Board at the next regular meeting of the Board following the occurrence of a vacancy, except for the office of Chairperson, which shall be filled as provided for in Article VI, Section 2.

## **ARTICLE VI DUTIES OF THE OFFICERS**

Section 1. The Chairperson shall preside at all meetings, appoint committees with the approval of the CAP Board, authorize calls for any special meetings, and generally perform the duties of the presiding officer.

Section 2. In the absence of the Chairperson, the Vice-Chair shall perform the duties of the Chairperson. In the case of the resignation, removal, disability or death of the Chairperson, the Vice-Chair shall assume the office of Chairperson for the remainder of the unexpired term.

Section 3. The Secretary of the CAP Board shall see that true and accurate minutes of all Board meetings are kept, which comply with the requirements of the Open Meetings Act, as amended. The Secretary shall issue notices of all regular meetings, and, on the authorization of the Chairperson, of all special meetings, in compliance with any requirements of state law regarding the holding of meetings. The Secretary shall have custody of the minutes and other records of the Board. The records of the CAP Board shall be open to the public in accordance with the Freedom of Information Act. As amended, the Secretary shall maintain a current roster of CAP Board Members and the expirations of their terms of office. With the approval of a majority of the CAP Board, the Secretary may delegate any of these responsibilities to the Purchase of Development Rights (PDR) staff for Ottawa County.

## **ARTICLE VII MEETINGS**

Section 1. The annual meeting of the CAP Board shall be held each year in the month of January or the following month in which there is a quorum present.

Section 2. At the annual meeting, the CAP Board shall determine the schedule of the regular meetings of the Board for the year. Within ten (10) days of its first meeting and thereafter within ten (10) days following the annual meeting, the Secretary or designee shall post a notice at the principal office of the County setting forth the dates, times and locations of the regular meetings of the CAP Board for the calendar year and provide a copy of the notice to the Ottawa County Clerk/Register.

Section 3. Special meetings may be called by the Chairperson or upon written request of two (2) CAP Board members, provided eighteen (18) hours of notice is given of the time and purpose for which such meeting is called to the public, or as otherwise may be provided for in the Open Meetings Act, as amended.

Section 4. Notices of regular meetings with an agenda shall be posted at the principal office of the County and shall be emailed or otherwise delivered by the Secretary or designee to all CAP Board members and to the Ottawa County Clerk/Register at least five (5) days before the meeting.

Section 5. The agenda for regular CAP Board meetings will include, but is not limited to, the following format:

OTTAWA COUNTY AGRICULTURAL PRESERVATION BOARD

AGENDA

Date and time

Location

Call to Order

Establish Quorum

Invocation

Approval of Agenda

Approval of Minutes from previous meeting

Public Comment

Committee Reports

Old Business

New Business

Next Meeting Date

Adjournment

Section 6. A quorum for the transaction of business shall consist of four (4) members of the CAP Board.

Section 7. Except as provided in Article VIII, Section 1 with respect to amendments to the Bylaws, any CAP Board action must be approved by a majority of the Board members present and voting, including via telephone conference call, Skype, Teams, or such other similar “live” technology as may be approved for use by Ottawa County.

Section 8. Official CAP Board action shall only be taken by a resolution or motion approved by the Board at a regular or special meeting. Questions shall be voted on by voice vote unless the Chair of any member of the Board shall call for a roll call vote.

Section 9. All meetings of the CAP Board shall comply with the Open Meetings Act.



Section 10. Roberts Rules of Order shall govern in all questions of procedure which are not provided for by these Bylaws.

**ARTICLE VIII  
AMENDMENTS**

Section 1. These Bylaws may be amended at any regular meeting of the CAP Board by a majority vote of all members appointed and serving, provided the amendment was presented in writing at the previous regular meeting.

**ARTICLE IX  
CONFLICT**

Section 1. The Ordinance shall govern in the event of any conflict between the Bylaws and the Ordinance.

**ADOPTION**

These Bylaws were adopted by the Ottawa County Agricultural Preservation Board at its regular meeting on March 1, 2017.

By: \_\_\_\_\_

Chairperson

By: \_\_\_\_\_

Secretary



# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** Ottawa County Farmland Development Rights Ordinance

## Suggested Motion:

To approve and forward to the Board of Commissioners the revised Ottawa County Farmland Development Rights Ordinance.

## Summary of Request:

N/A

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

**Committee/Governing/Advisory Board Approval Date:**

# Ottawa County Farmland Development Rights Ordinance

## Ordinance No: 24-1 As Amended November \_\_\_, 2024

AN ORDINANCE creating the Ottawa County Farmland Preservation Program which protects farmland by acquiring development rights voluntarily offered by landowners. This Ordinance authorizes the cash purchase and/or installment purchases of such development rights through sources other than the County General Fund, places an agricultural conservation easement on the property which restricts future development, and provides the standards and procedures for the purchase of development rights and the placement of an agricultural conservation easement.

THE PEOPLE OF THE COUNTY OF OTTAWA, MICHIGAN, DO ORDAIN:

### **Section 1: Declaration of Purpose**

#### *A. Economic importance of farmland and agriculture.*

Ottawa County's agricultural land is a unique and economically important resource. These lands support a locally important and globally unique agricultural industry that includes; dairy, livestock, food from grains, vegetables, fruit, and nursery and greenhouse crops. Ottawa County's climate, topography, and accessibility make it uniquely suited to the production, processing, and distribution of agricultural products on a regional, national, and international level. Ottawa County's economic base is also supported by a variety of agriculturally related businesses including; farm equipment, fuel, veterinarians, grain dealers, packaging plants, and professional services.

#### *B. Importance of other non-agricultural attributes of farmland.*

In addition to its economic benefits, the County's farmland contributes significantly to the open space and natural resource benefits, including rural character, scenic beauty, cultural heritage, hunting and other recreational opportunities, and the environmental benefits including watershed protection and wildlife habitat. By enhancing the scenic beauty and rural character of the county and providing other open space benefits, the county's farmland increases the overall quality of life and makes the county an attractive place to live and work for all of the county's residents.

#### *C. The extent of development and farmland loss.*

Among other factors, Ottawa County's natural resources, productive farmland and rural character have made it become a desirable place to live and work. Ottawa County's population growth has continued to increase dramatically. As the population increases and people move into the countryside, land is converted to non-agricultural uses.

#### *D. The Impact of farmland loss.*

Land suitable for farming is an irreplaceable natural resource with soil and topographic characteristics that have been enhanced by generations of agricultural use. When such land is converted to residential or other more developed uses that do not require those special characteristics, a critical community resource is permanently lost to the citizens of the County. Residential development in agricultural areas also makes farming more difficult by increasing conflict over farming practices and increased trespass, liability exposure and property damage. Because agricultural land is an invaluable economic, natural and aesthetic resource, the county

should make an effort to maintain certain agricultural land in a substantially undeveloped state to ensure the long-term viability of agriculture and to create a long-term business environment for agriculture in the County.

*E. State and local policies.*

It is the policy of the State of Michigan and Ottawa County to protect, preserve and enhance farmland as evidenced by Township Master Plans, the Farmland and Open Space Preservation Act, the State Agricultural Preservation Fund, the Conservation and Historic Preservation Easement Act, portions of the County Zoning Act, and other state and local statutes and policies. These measures by themselves, however, have not effectively provided sufficient long-term protection of farmland in Ottawa County from the pressure of increasing residential and commercial development.

*F. Value of development rights.*

Generally, farmland has a greater market value for future residential development than the market for farming. The features of good farmland, such as perkable soils and open space views, are also the features desired for residential home sites. This fact encourages the speculative purchase of farmland at high prices for future residential development, regardless of the current zoning of such lands. Farmland which has a greater development potential and market value than its agricultural value does not attract sustained agricultural investment and eventually is sold to non-farmers and removed from agricultural use.

*G. Purpose of the program.*

It is the purpose of the Ottawa County Farmland Preservation Program and this development rights ordinance to protect farmland in order to maintain a long-term business environment for agriculture in the county, to preserve the rural character and scenic attributes of the county, to enhance important environmental benefits and to maintain the quality of life of county residents.

*H. Mechanism to achieve purpose.*

The purchase of development rights and the placement of an agricultural conservation easement on farmland through the Ottawa County Farmland Preservation Program as provided for in this Ordinance is a public purpose of Ottawa County. Acquisition of development rights requires that the County enter into agreements with property owners to obtain such development rights. Properties on which the County has purchased development rights and entered into an agricultural conservation easement shall remain substantially undeveloped in order to remain viable for agricultural use.

*I. Intent of Ordinance.*

The intent of this ordinance is to provide a mechanism for farmland preservation. It is not the intent of this ordinance to provide or commit County General Funds for this program. The funding of activities under this ordinance will remain the prerogative of future County Boards of Commissioners. The actual number of acres for which development rights will be purchased will also remain the prerogative of future County Boards of Commissioners.

**Section 2: Definitions**

A. "Agricultural conservation easement" means a conveyance by a written instrument, in which, subject to permitted uses, the owner relinquishes to the public in perpetuity his or her development rights and makes a covenant running with the land not to undertake development.

B. "Agricultural use" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. Agricultural use includes use in a federal acreage set-aside program, a federal conservation reserve program, or a wetland reserve program. Agricultural use does not include the management and harvesting of a woodlot.

C. "Development" means an activity that materially alters or affects the existing conditions or use of any land in a manner that is inconsistent with an agricultural use.

D. "Development rights" means an interest in land that includes the right to construct a building or structure, to improve land for development, to divide a parcel for development purposes or to extract minerals incidental to a permitted use or as set forth in an agricultural conservation easement.

E. "Farmland" means 1 or more of the following:

(i) A farm of 40 or more acres in one ownership, with 51% or more of the land area devoted to an agricultural use.

(ii) A farm of five acres or more in one ownership, but less than 40 acres, with 51% or more of the land area devoted to an agricultural use that has produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land. A farm described in this subparagraph enrolled in a federal acreage set-aside program or a federal conservation reserve program is considered to have produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land.

(iii) A farm designated by the Department of Agriculture as a specialty farm, in one ownership, that has produced a gross annual income of \$2,000.00 or more from an agricultural use. Specialty farms include, but are not limited to, greenhouses; equine breeding and grazing; the breeding and grazing of cervidae, pheasants, and other game animals; bees and bee products; mushrooms; aquaculture; and other similar uses and activities.

(iv) Parcels of land described above do not have to be contiguous but must constitute an integral part of a farming operation being conducted on land otherwise qualifying as farmland.

F. "Intensity of development" means the height, bulk, area, density, setback, use, and other similar characteristics of development.

G. "Parcel" means a quantity of land in the possession of a single owner.

H. "Permitted use" means any use expressly authorized within an agricultural conservation easement consistent with the farming operation or that does not adversely affect the productivity or agricultural use of the land. Storage, retail or wholesale marketing, or processing of agricultural products is a permitted use in a farming operation if more than 50% of the stored, processed, or merchandised products are produced by the farm operator for at least three of the immediately preceding five years. Permitted use includes oil and gas exploration and extraction, but does not include other mineral development that is inconsistent with an agricultural use.

I. "Property owner" means the party or parties having a freehold estate or fee simple interest in land.

J. "PDR program" means a program as defined in the County Zoning Act for the Purchase of Development Rights by a county.

### **Section 3: Authorization**

A. Pursuant to the Zoning and Enabling Act, the County Board of Commissioners is authorized to purchase the development rights of farmland throughout the County. Such acquisition may be by purchase, gift, grant, bequest, devise, covenant or contract. The County shall only purchase development rights with contributions originating from sources other than the County General Fund, and on farmland that is voluntarily offered for sale by a property owner.

B. The County is authorized to enter into installment purchase contracts, options, and agreements or take receipt of tax-deductible donations of easements, consistent with applicable law. The County is authorized to pay interest on the declining unpaid principal balance at a legal rate of interest consistent with prevailing market conditions at the time of execution of the installment purchase contract.

C. The County may contract with recognized and legally established nonprofit land trusts or other experienced and qualified individuals, parties or entities that would assist the County in the process of reviewing and processing grants, negotiating easements and purchase contracts, purchasing development rights, establishing baseline studies and procedures for monitoring, actual monitoring of any agricultural conservation easements acquired under this Ordinance, and enforcement of the conservation easement agreement. Payment for said contracts will be from contributions from sources other than those originating from the County General Fund.

D. The County is authorized to seek grants from Federal and State government and private foundations, organizations and individuals for funding for expenditures incurred in carrying out this ordinance.

### **Section 4: County Agricultural Preservation Board**

A. The County Board of Commissioners shall create a seven member body under this Ordinance to be named the County Agricultural Preservation Board. The seven voting members shall be residents of the county and will be appointed by the County Board of Commissioners and will include:

- (a) one County Commissioner
- (b) three individuals with agricultural interests
- (c) one representative from township government
- (d) one individual with real estate or development interests
- (e) one individual representing local conservation interests.

B. Members of the County Agricultural Preservation Board shall serve three-year terms, with the exception that the County Commissioner representative shall be designated on an annual basis. The initial term shall be staggered so that one of the agricultural representatives and the real estate representative serve an initial one-year term, another agricultural representative and the local township representative serve an initial two-year term and the third agricultural representative and the local conservation representative serve an initial three-year term. Members may be re-appointed to successive three-year terms by the County Board of Commissioners. The County Board of Commissioners shall have the discretion to remove members for inefficiency, neglect of duty or malfeasance in office. Vacancies due to removal or resignation shall be filled for the remainder of a term by appointment by the County Board of Commissioners. Members shall not be compensated for their services. Further, members must comply with the Ottawa County Attendance Policy.

C. The County Agricultural Preservation Board shall oversee the County's Purchase of Development Rights Program and shall be responsible for:

- (i) Establishing selection criteria for the ranking and prioritization of applications. The selection criteria must be approved by the County Board of Commissioners prior to each application cycle.
- (ii) Reviewing and providing oversight in scoring all applications according to the adopted selection criteria.
- (iii) Ranking and prioritizing the top scoring applications for acquisition and making recommendations to the County Board of Commissioners for the purchase of development rights.
- (iv) Approving the restrictions and permitted uses under the agricultural conservation easement.
- (v) Establishing the price to be offered to the property owner and authorize negotiations for the purchase of development rights and agricultural conservation easement. All purchases of development rights and agricultural conservation easements must be approved by the County Board of Commissioners.
- (vi) Establishing monitoring procedures and overseeing subsequent monitoring to insure compliance with the agricultural conservation easement. Enforcement of the agricultural



conservation easement in the case of non-compliance shall be the responsibility of the County Board of Commissioners or an agency that the Board of Commissioners contracts with (utilizing funds other than those originating from the County General Fund) to enforce the program.

**D. Individual County Agricultural Preservation Board members shall not sell development rights to farmland under the Ordinance during their term in office.** ~~Individual County Agricultural Preservation Board members shall disclose any potential conflict of interest and may not vote when a conflict exists. Conflicts of interest include, but are not confined to, situations where:~~

- (1) the member is a close relative of the applicant
- (2) the board member has a close business association or ties with the applicant
- (3) the board member, a relative, or a business associate could receive financial gain or benefit from the acceptance of the application.

E. The County shall contract with qualified and experienced individuals or entities to administer, oversee, and execute the Ottawa County PDR Program. Contracted services will be funded through fees assessed to the landowner or local unit of government as outlined in section 11.

F. The County Agricultural Preservation Board shall provide the County Board of Commissioners with an annual report outlining the administration of the program, issues addressed and outcomes of the program for the proceeding year, including the selection criteria, number of applications, number of eligible properties, agricultural value, development rights purchased, and other information regarding the status and activities undertaken with respect to this ordinance.

### **Section 5: Eligibility for Application**

Any property owner may submit an application to the county farmland preservation program provided the application meets the following requirements:

- A. The property owner has signed the application, indicating interest in voluntarily selling the development rights to the parcel.
- B. At least 51% of the parcel's area is devoted to an active agricultural use and no more than 49% of the parcel may be devoted to non-agricultural open space consisting of wetlands, woodlands, or otherwise unusable land.
- C. The property is not planned for commercial or industrial uses under the township, city or village master plan.
- D. Agricultural activities are a permitted use on the parcel under all applicable zoning ordinances.

Further, the County shall not purchase development rights under a development rights ordinance from land subject to a township, city, or village zoning ordinance unless all of the following requirements are met:

A. The development rights ordinance provisions for the PDR program are consistent with the plan upon which the township, city, or village zoning are based.

B. The legislative body of the township, city, or village adopts a resolution authorizing participation in the PDR Program.

C. The city, village or township provides the county with written approval to purchase the development rights through the County PDR Program.

### **Section 6: Criteria for Reviewing and Ranking Applications**

The County Agricultural Preservation Board shall establish selection criteria for ranking and prioritizing all eligible parcels submitted to the County Farmland Preservation Program which criteria shall be subject to the approval of the County Board of Commissioners.

A. The selection criteria shall place an emphasis on farmland that:

i. As part of the application procedure for the specific proposed purchase of development rights, the city, village, or township provides the county with written approval to purchase the development rights through the County PDR Program.

ii. Has a productive capacity suited for feed, food, fiber, and fuel and has a greater potential for long-term agricultural production. Specific selection criteria may be based on soil classifications, parcel size, agricultural income, enrollment in the Farmland and Open Space Preservation Act, or the implementation of a soil conservation plan.

iii. Is under the threat of development. Specific selection criteria may be based on proximity to public sanitary sewer or water, the extent of development activity in the township or the amount of road frontage.

iv. Complements other farmland protection efforts in the County. Specific selection criteria may include proximity to other permanently protected farmland, proximity to other protected lands or surrounding land enrolled in the State Farmland and Open Space Preservation Act, or inclusion in an agricultural zoning district.

Selection criteria shall also include the following:

A. Availability of additional matching funds provided by a local unit of government, landowner or private sources.

B. Other factors considered important by the County Agricultural Preservation Board such as unique physical, historical or environmental characteristics.

### **Section 7: Application and Selection Process**

A. The County shall on an annual basis, at the discretion of the County Agricultural Preservation Board, conduct a voluntary application and selection process for property owners who wish to sell development rights under the County Farmland Preservation Program.

B. The County Agricultural Preservation Board shall begin each application cycle by giving reasonable public notice of the deadline for the receipt of applications to the County Farmland Preservation Program. Notification may include publication in a newspaper of general circulation within the County, through the County Farm Bureau, County Conservation District, County MSU-Extension Service, local township offices, and other organizations.

C. All applications represent the applicant's intent to sell the development rights of the property to the County subject to mutually acceptable terms. The application will remain active per annual written approval of landowner, provided there are no subsequent modifications to the scoring criteria or application that requires additional information. Local cities, villages, and townships will be asked to sign a letter of continued support for standing landowner applications and all applications, both new and old, will be scored and ranked for each cycle.

D. The County Agricultural Preservation Board shall give notice to each city, village, or township in which an applicant for the purchase of development rights has been received, and the disposition of that application.

E. At the close of the application deadline, an initial determination of eligibility shall be completed by the County Agricultural Preservation Board or individuals or entities which have contracted with the County to perform those services. The property owner shall be notified if their application is not eligible for the program. Each application shall be evaluated and scored according to selection criteria approved by the County Agricultural Preservation Board and the County Board of Commissioners prior to the application cycle.

F. The County Agricultural Preservation Board shall rank parcels according to the selection criteria score but shall also individually evaluate and prioritize the top scoring parcels. The County Agricultural Preservation Board may reprioritize the top scoring parcels based on individual review of each application and establishing a priority on which development rights should be purchased first based on available funds. The written rationale for reprioritization of the top scoring parcels shall be included with each application.

G. The final ranking and prioritization of applications shall be submitted to the County Board of Commissioners for their approval.

H. Agricultural value shall be based upon a price established by the County Agricultural Preservation Board using a state certified appraiser.

I. Upon mutual agreement to the terms of the purchase by the property owner and the County Agricultural Preservation Board, but before the approval of the County Board of Commissioners, a title search shall be completed before signing and recording of the agricultural conservation easement. Any questions or concerns regarding clear title to the property shall be resolved prior to signing of the agricultural conservation easement. All individuals, parties or entities with an

interest in the property must be willing to agree to the terms and provisions of the agricultural conservation easement.

J. Each purchase of development rights and agricultural conservation easement requires the approval of the County Board of Commissioners. The County Board of Commissioners may alter the recommendation by the County Agricultural Preservation Board to purchase the development rights at its discretion.

K. Once the application has been approved for purchase by the County Board of Commissioners, the County and the property owners shall sign the agricultural conservation easement and it shall be legally recorded with the County Clerk's office.

L. The County shall notify the appropriate local unit of government of each agricultural conservation easement.

M. The agricultural conservation easement will be monitored in accordance with procedures and guidelines established by the County Agricultural Preservation Board.

#### **Section 8: Agricultural Conservation Easement Provisions**

A. Upon the agreement of the sale of development rights by the County Agricultural Preservation Board, the property owner and the County Board of Commissioners, the County and the property owner shall execute an agricultural conservation easement, approved by the County Agricultural Preservation Board and the County Board of Commissioners, that will perpetually protect the parcel's agricultural use by preventing any use that would significantly impair or interfere with the agricultural value or use of the farmland. The agricultural conservation easement shall contain a provision indicating that the easement runs with the land and may not be terminated except as provided for in this Ordinance and the easement.

B. Restrictions on that portion of the property included in the agricultural conservation easement shall include, but not be limited to, the following:

(i) Property shall not be divided into parcels less than 40 acres in size.

(ii) The construction of residences for new owners of any divisions shall be prohibited.

(iii) Construction of any other buildings, unless they are built for uses consistent with farming operations shall be prohibited.

(iv) Commercial or industrial activity that is inconsistent with a typical farming operation shall be prohibited.

(v) Excavation of topsoil, sand, gravel, rock, minerals or other materials that significantly impairs or interferes with the agricultural values of the property shall not take place without prior written approval of the County Board of Commissioners or its designee.

C. Permitted uses and retained development rights in the agricultural conservation easement shall include, but not be limited to, the following:

- (i) Construction of buildings necessary for and consistent with agricultural uses.
- (ii) The right to construct one additional residence for an individual essential to the farm operation as defined in section 36110(5) of the Natural Resources and Environmental Protection Act, MCL 324.36110(5); MSA 13A.36110(5). Structure built must be in conformance with all applicable federal, state and local laws, ordinances and regulations.
- (iii) The right to maintain, renovate, add on to, or replace existing structures. Structure built must be in conformance with all applicable federal, state, and local laws, ordinances and regulations.
- (iv) The right to sell, mortgage, bequeath or donate the property, provided any conveyance will remain subject to terms of the easement.

### **Section 9: Duration of the Agricultural Conservation Easement**

A. The agricultural conservation easement shall run with the land regardless of transfers in property ownership. It is the intent of this ordinance to preserve valuable farmland through the establishment of permanent conservation easements. Development rights acquired pursuant to this Ordinance shall be held by the County in perpetuity and the development rights may be repurchased by the landowner only when a court of competent jurisdiction has determined through eminent domain that the use of those development rights is necessary for a specific public interest, need or purpose.

B. Upon a court's determination of eminent domain and that the purchase of the development rights from the County is necessary for a specific public interest, need or purpose, the parties exercising the use of the development rights through eminent domain or the landowner shall pay the fair market value of those development rights at the time of their purchase to the County, as determined by a State Certified Appraiser, before the termination of the agricultural conservation easement. The value of the development rights shall be determined as the difference between the fair market value of the property with all development rights intact and the value of the property for agricultural use with an agricultural conservation easement in place or the value of the developments. If the appraiser has a conflict of interest associated with a potential appraisal, the appraiser shall report the conflict to the County and the County shall select another appraiser to complete the appraisal.

C. The County will deposit the proceeds from any repurchases into the farmland preservation fund and the proceeds shall be used to reimburse the County for the expense associated with selling the development rights under eminent domain. Remaining funds shall be used to purchase additional development rights and agricultural conservation easements on additional farmland within the county.

### **Section 10: Determining the Value of the Agricultural Conservation Easement**

A. The County Agricultural Preservation Board shall utilize a state certified appraiser to determine the value of the development rights utilizing funds not originating from the County General Fund, prior to each application cycle. The appraisal may calculate the value of the development rights as the difference between the fair market value of the property with all

development rights intact and the value of the property for agricultural use with an agricultural conservation easement in place.

B. The property owner may obtain, within a reasonable time frame, an independent appraisal of the development rights from a state certified appraiser at the property owner's expense. The appraisal may calculate the value of the development rights as the difference between the fair market value of the property with all development rights intact and the value of the property for agricultural use with an agricultural conservation easement in place.

C. The County Agricultural Preservation Board shall approve the price to be offered and paid for the agricultural conservation easement. If the property owner obtains an independent appraisal, the County Agricultural Preservation Board may elect to renegotiate the initial offer based on qualified circumstances.

D. The property owner may be paid a cash payment or offered an installment purchase contract, or a combination of both. Payment will be made through contributions from sources other than those originating from the County General Fund.

#### **Section 11: Related Costs**

The cost to administer, oversee, and execute the PDR Program will be paid for through the following fees: Application Fee, Application Ranking Fee, Grant Processing Fee, and Development Rights Acquisition Fee. The fees shall be paid by the landowner or the township, city, or village in which the property is located. Other technical expenses, such as, but not limited to, title searches, appraisals, and surveying shall also be paid for by the landowner or the township, village, or city in which the property is located. These costs are separate from the administrative and processing fees. The County, at its discretion, may use the Farmland Preservation Fund to help offset the cost of fees or technical expenses if such funding is available.

#### **Section 12: Farmland Preservation Fund**

A. Available funding for the County farmland preservation program shall be deposited in a special farmland preservation fund. Money in such farmland preservation fund may be temporarily deposited in such institutions or invested in such obligations as may be lawful for the investment of county money. The revenues from the deposit and/or investment of the farmland preservation fund shall be applied and used solely for the purpose of purchasing of development rights and agricultural conservation easements under this Ordinance, making payments obligated under installment purchase contracts, promoting farmland preservation programs, or paying for costs of administering, monitoring, and enforcing the county farmland preservation program. Ottawa County is not liable for any cost that might exceed the available funds in the Farmland Preservation Fund.

B. Supplemental or matching funds from private sources or other governmental agencies, including local municipalities, the State or Federal government, may become available to pay a portion of the cost of acquiring development rights or agricultural conservation easements or to supplement or enlarge such acquisitions. The County Board of Commissioners authorizes the County Agricultural Preservation Board to use such funds to purchase development rights of farmland and acquire agricultural conservation easements.

C. The County, upon approval by the County Board of Commissioners, may finance the County Farmland Preservation Program through one or more of the following sources:

- (i) Proceeds from the sale of development rights by the County under Section 9.
- (ii) Grants
- (iii) Donations
- (iv) Special assessments as permitted by law
- (v) Other sources approved by the County Board of Commissioners and permitted by law
- (vi) Fees as outlined in section 11

**Section 13: Amendments**

This Ordinance may be amended at the discretion of the County Board of Commissioners by majority vote.

**Section 14: Severability**

Any provision of this Ordinance which is found by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained in the Ordinance and such other provisions shall remain in full force and effect.

**Section 15: Effective Date**

This ordinance shall become effective on the date upon which notice of its adoption is published in a newspaper of general circulation in Ottawa County.

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** County Policies

## Suggested Motion:

To approve and forward to the Board of Commissioners the revised County Policies for a first reading.

## Summary of Request:

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

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

**Committee/Governing/Advisory Board Approval Date:**





# Ottawa County

General Policy

## County Policies

### I. Policy

It is important for the Board of Commissioners to establish clear policy statements, and to set forth the principles under which the policy statements will be carried out by the County Board, County Administrator, and by County employees.

### II. Statutory References

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

### III. County Legislative or Historical References

The original Board policy on this subject matter was adopted on: March 26, 2002

Board of Commissioners Resolution Number and Policy Adoption Date: September 13, 2005 (B/C 05-228)

Board of Commissioner Review Date and Resolution Number: August 23, 2005 (B/C 05-219)

Name and Date of Last Committee Review: Planning & Policy Committee; January 9, 2024

Last Review by Internal Policy Review Team: [October 24, 2024](#)~~[December 27, 2023](#)~~



# Ottawa County

General Policy

## IV. Procedure

- A. County Policies shall be in writing. For purposes of this policy, the term "in writing" shall include all forms of electronic writing and transfer regularly used in Ottawa County government. Copies of all County Policies shall be maintained in the office of the Ottawa County Administrator and published for employees on the intranet system.
- B. A proposed policy shall be submitted by the County Administrator to the Planning and Policy Committee. The Planning and Policy Committee shall review and evaluate the content of the proposed policy and, if necessary, will:
  - 1. Refer the proposed policy for review and comment to any other committee of the board having an interest in the subject matter.
  - 2. Receive comment regarding the proposed policy.
  - 3. Make additions, deletions, and revisions to the proposed policy.
  - 4. Reject the proposed policy, after conferring with the chairperson of the originating board committee, if any.
  - 5. Report the proposed policy to the full Board for consideration and passage.
  - 6. A proposed policy shall receive a minimum of two (2) readings at the Board of Commissioners before being acted upon.
- C. All Board policies shall be reviewed at least once every four (4) years by an Internal Policy Review Team, consisting of [Corporation Counsel and](#) appointees of the County Administrator. Any changes in the Policy will be recommended to the Planning and Policy Committee, while procedures will be implemented as outlined in Section E below.
- D. The Board of Commissioners may suspend the operation of a board policy by a majority vote.
- E. Implementation Authority: Upon adoption of this Policy, the Board of Commissioners authorizes the County Administrator to establish any procedures that may be necessary for implementation.

## II. Review Period

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

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** Legal Services Policy

## Suggested Motion:

To approve and forward to the Board of Commissioners the revised Legal Services Policy for a first reading.

## Summary of Request:

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

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

**Committee/Governing/Advisory Board Approval Date:**



## Ottawa County

Legal Policy

### LEGAL SERVICES POLICY

#### I. POLICY

The purpose of this policy is to provide timely, cost efficient, and adequate civil legal services to all Ottawa County ("County") Departments, funding units, officers and employees and to implement MCL §49.73, which empowers the County Board of Commissioners ("Board") to employ an attorney to represent elected County officers, including the sheriff, prosecuting attorney, clerk/register of deeds, treasurer, water resources commissioner, and judges of the County district and probate, and circuit courts in civil matters when "neither the prosecuting attorney or county corporation counsel" is able to represent the particular officer. This policy is also intended to offer elected officials, judges, and other licensed professional officials or employees whose salary is funded in whole or in part by the County the potential for County funded legal defense services if they experience threatened or actual administrative proceedings related to their professional licenses.

#### II. STATUTORY REFERENCES

MCL [§49.71-73](#) and MCL [46](#)

[.11\(m\)](#)

#### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: May 28, 2013 B/C 13-106

Board of Commissioner Review Date and Resolution Number: May 14, 2013 B/C 13-098

Name and Date of Last Committee Review: Planning and Policy Committee December 14, 2017

Last Review by Internal Policy Review Team: [October 24, 2024](#)~~December 1, 2017~~



#### IV. PROCEDURE

A. Purview: Except as provided in Section 1. b. below, this policy shall apply to all civil legal services funded or provided by the County, including those provided at the request of the County elected officials, employees, department heads, employees and the judges of the County district, probate and circuit courts pursuant to MCL [§49.71-73 and MCL 46.11\(m\)](#):- Collectively, all County departments, activities, funding units, courts, elected officials, officers, employees and other personnel who may request or be eligible for County funded civil legal services in their official capacities are described herein as “Recipients.”

1. Corporation Counsel:

a. The County has established the Office of Corporation Counsel to provide internal legal services to all Recipients. Subject to the exceptions identified in Section 1. b. of this Policy, all legal services provided to Recipients must be provided through the Office of Corporation Counsel.

b. Exceptions: This policy shall not apply to the following legal services:

- 1). Criminal and quasi-criminal prosecution legal services provided by the Prosecuting Attorney.
- 2). Indigent defense legal services provided to criminal defendants through the trial courts.
- 3). Litigation and risk management counseling services provided through the Ottawa County, Michigan Insurance Authority.
- 4). Legal opinions or legal services provided by Associations to which the Recipient belongs.
- 5). Legal services for special engagements and purposes expressly approved by the County Board of Commissioners.

2. Opinions: All Recipients may request a legal opinion from the Office of Corporation Counsel. All Recipients must follow the written legal opinion of Corporation Counsel for official activities and functions regardless of whether or not they requested the legal opinion. If the Recipient is dissatisfied with the opinion of Corporation Counsel, the Recipient may forward a confidential request through the Office of Corporation Counsel to the Board of Commissioners, requesting the latter to engage outside counsel to provide a second opinion. The Board will consult with the Recipient regarding the selection of the counsel to provide the second opinion, and the Board will select such counsel in



## Ottawa County

### Legal Policy

consideration of factors that include but are not limited to, expertise, cost and objectivity. If the Board of Commissioners authorizes a second opinion and that opinion differs from that of Corporation Counsel, the latter will meet with the attorney issuing the second opinion and attempt to resolve the difference of opinion. If they reach a consolidated opinion, the Recipient must adhere to that consolidated opinion. If the opinions do not agree, the elected official or funded trial court judicial Recipient will determine which of the two opinions he or she will follow. In all other instances, the County Administrator will make the decision as to which of the two opinions must be followed.

3. Legal Defense Services [in Cases of Litigation, Licensing and/or Disciplinary Complaints](#): Within twenty-four (24) hours of being served with a summons and complaint or an administrative licensing letter of inquiry or disciplinary complaint that involves his or her office or official performance, any employee or elected or appointed official must forward a copy of all documents served or received to Corporation Counsel. Upon receipt of a summons and complaint, Corporation Counsel shall promptly contact the County Administrator. Together, they shall make an initial assignment of the defense of the matter to Corporation Counsel, Ottawa County Michigan Insurance Authority, another insurance carrier, or recommend that the Board of Commissioners engage another defense attorney.
4. Other Legal Services: If a Recipient believes that he or she needs legal counsel related to his or her official performance or the performance of the county funded department, office or activity he or she supervises, ~~which that~~ cannot be effectively provided by Corporation Counsel [for any of the following reasons: , there is a material legal conflict; specialized legal knowledge or expertise is required; or any other reason where sufficient cause is shown](#), the Recipient shall confer with and submit a written request for [outside](#) legal services to the County Administrator, [and provide a copy of the request to Corporation Counsel. The County Administrator,](#) ~~who~~ will forward the request to the Board of Commissioners, which shall make a decision upon the request as soon as practicable. In unusual circumstances, the Administrator with the approval of the Board Chair, ~~may~~ consult with outside civil counsel on County matters.
5. If a Recipient is dissatisfied with the attorney assigned to defend him or her, the Recipient must advise the Board of Commissioners in writing of the nature of the concern and whether or not the individual requests a new assignment. The individual may request a particular attorney, but the Board of Commissioners retains the discretion to determine whether new legal counsel will be provided, and if so, to select such counsel. All Recipients must cooperate with the attorney assigned to defend him or her.
- 5.
6. No Recipient may employ or retain an [outside](#) attorney or law firm at County expense, except pursuant to this policy and upon the express prior written approval

Formatted: Justified, Indent: Left: 0.58"

Formatted: Indent: Left: 0.83", No bullets or numbering

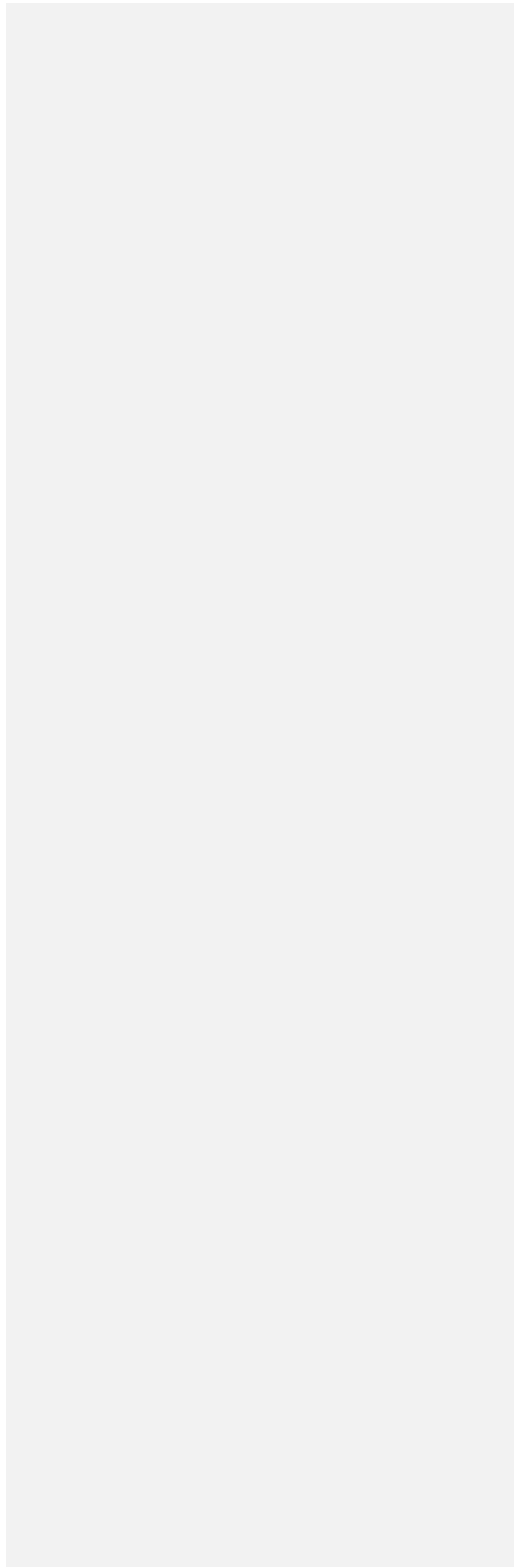
Formatted: Normal, Indent: Left: 0.58", No bullets or numbering



# Ottawa County

of the Board of Commissioners [and/or the Administrator](#).

**Legal Policy**





## Ottawa County

### Legal Policy

7. Legal representation and payment of legal defense services pursuant to this policy is subject to the complete discretion of the County as described in this policy and any County indemnification policy. Factors that the County may consider in its deliberations include, but are not limited to, the following:
  - a. Whether the individual's complained of actions were taken during the course of services performed for the County or County funded activity;
  - b. Whether the individual's complained of actions appear to have violated the law, relevant rules or policies, and/or clearly understood professional standards of behavior or conduct.
  - c. Whether the individual's complained of actions appear to involve moral turpitude or grossly inappropriate behavior.
  - d. Whether the individual appears to have acted in good faith.
8. In the course of administering this policy and their discretion hereunder, County officials may decide to approve County funding for a portion but not all of the legal services and may also decide to terminate County funding at any time during the proceedings depending upon circumstances.
9. Any Recipient who knowingly violates this policy or who pleads guilty or is convicted of a criminal offense in the course of their performance for Ottawa County voluntarily forfeits with respect to that activity, any right under statute, common law, or county policy or procedure to a County funded legal defense and/or indemnification by Ottawa County.
10. Nothing in this Policy or the provision of legal services of any kind, including but not limited to defense services, shall be interpreted as in conflict with, adding to, or modifying the County's Indemnification Policy.

### V. REVIEW PERIOD

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



# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 11/08/2024

**Requesting Department:** Administration

**Submitted By:**

**Agenda Item:** Contracting Policy

## Suggested Motion:

To approve and forward to the Board of Commissioners the revised Contracting Policy for a first reading.

## Summary of Request:

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

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

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

**Committee/Governing/Advisory Board Approval Date:**



General Policy

**Contracting Authorization and Form Policy**

**I. POLICY**

All Contracts for all departments, agencies and county funded activities shall be subject to this Policy. ~~and some may require for centralized review, approval, and processing.~~ This policy's primary intent is primarily interested in is to ensure ensuring that binding contracts involving taxpayer and other county funds are properly authorized and that liability is minimized through proper review and form. This Policy shall not interfere with the independent authority of statutorily or constitutionally created County boards, although all are encouraged to align with its principles for the benefit of efficiency and best practices. If a conflict arises between this policy and any state or federal law or constitution, then the state or federal law or constitution shall control. This Policy is to work in conjunction with the Purchasing Policy.

**II. STATUTORY REFERENCES**

MCL 46.11

**III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES**

The original Board policy on this subject matter was adopted on: March 24, 2020

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioner Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning & Policy, March 17, 2020

Last Review by Internal Policy Review Team: ~~March 6, 2020~~ October 28, 2024



#### IV. PROCEDURE

A. Definition of Contract: A contract is any legally binding agreement with mutual obligations among Ottawa County and/or any office, department, agency or other activity funded by Ottawa (collectively “Ottawa Funded Unit”) and a third party ~~(ies), to purchase, exchange or use goods, services, or property; or any such agreement to sell, exchange or supply goods, services, or property.~~ Contracts may include, but are not limited to, the following:

1. Purchasing related contracts, which typically involve the purchase or lease of goods, or services (general and/or professional services), including, but not limited to, Purchase Orders<sup>1</sup>, any County standard form contracts (for example, the County’s Services Contract), and vendors/third parties’ contracts;

2. Non-purchasing related contracts, including, but not limited to, intergovernmental agreements such as agreements with federal, state or local governments and revenue contracts such as grants;

3. Purchase or lease agreements for land, including, but not limited to, easements;

4. Memorandums of Understanding (MOU); Letters of Intent; and Letters of Agreement<sup>2</sup>;

5. Repetitive or Form contracts (for example, facility rental agreements, marina slip rental agreements, agreements for blood draws for jail inmates).

~~A. The definition of “contract” includes agreements and grant documents involving an Ottawa Funded Unit and federal, state or local government. “Purchase Orders” and “grants” fall within the definition of a contract. If the head or employee of an Ottawa Funded Unit has a question as to whether a document, arrangement or agreement is or is not a contract subject to this policy, the department or agency head should submit the question for review by Corporation Counsel and the County Administrator (“Administrator”).~~

**B. Contracts Subject to This Policy: Except as otherwise provided, *aAll contracts to which any of all Ottawa Funded Units is a party are subject to this policy and all County purchasing policies, and to the County Administrator’s policies and***

**Formatted:** Not Expanded by / Condensed by

**Formatted:** Indent: Left: 0.58”, No bullets or numbering

**Formatted:** Indent: Left: 1.25”, No bullets or numbering

**Formatted:** Font: 12 pt

**Formatted:** Justified, Indent: Left: 0.83”, Right: 0”, No bullets or numbering, Tab stops: Not at 0.58”

**Formatted:** Font: 12 pt

**Formatted:** Justified, Indent: Left: 0.83”, Right: 0”, No bullets or numbering, Tab stops: Not at 0.58”

**Formatted:** Font: 12 pt

**Formatted:** Justified, Indent: Left: 0.83”, Right: 0”, No bullets or numbering, Tab stops: Not at 0.58”

**Formatted:** Font: 12 pt

**Formatted:** Justified, Indent: Left: 0.83”, Right: 0”, No bullets or numbering, Tab stops: Not at 0.58”

**Formatted:** Normal, Justified, Indent: Left: 0.33”, No bullets or numbering

<sup>1</sup> Even though a Purchase Order is considered a contract under certain circumstances, this policy generally does not require Purchase Orders to be submitted through the pre-approval or post-execution ratification process. However, there may be rare Purchase Orders, which should be submitted for approval through the process set forth in Section F. Additionally, please see Section E for general guidelines regarding when a contract is needed versus a Purchase Order.

<sup>2</sup> MOUs, Letters of Intent, and Letters of Agreement should generally NOT be used to exchange goods, services or land, but instead are typically used to define the parties’ relationship, roles, intentions and objectives.



# Ottawa County

General Policy

*procedures regarding purchasing, and contractual form.*

### C. When Should Proposed Contracts (excluding most Purchase Orders) be Submitted for Approval;

All Ottawa Funded Units should submit contracts signed by the third-party (excluding Purchase Orders) for approval as set forth in Section F before any good, service, property, or other contractual obligation is exchanged between the Ottawa Funded Unit and any third party. An understanding or agreement that is not in writing, signed and approved pursuant to this Policy, even if documented through email or confirmed verbally, will not commit the funds of Ottawa County.

- Formatted: Font: Not Bold
- Formatted: Font: 12 pt
- Formatted: Indent: Left: 0.83", Right: 0", No bullets or numbering, Tab stops: Not at 0.58"
- Formatted: Font: Bold

### D. Contractual Form: All contracts to which this policy applies an Ottawa Funded Unit is a party must be in **writing and signed by authorized representatives**; and any modifications or amendments to the terms of executed contracts must be in writing and signed by authorized representatives.

- Formatted: Font: 12 pt
- Formatted: Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.31" + Indent at: 0.56"

The only authorized representatives for Ottawa Funded Units are the Chairperson of the Board of Commissioners and the County Clerk/Register unless another person is expressly deemed to be an authorized representative by this Policy, Michigan law or the Board of Commissioners ("Board") expressly delegates signing authority to another person.

For purchasing related contracts, the County has one or more standard form contracts, which are the preferred contracts that should be used by all Ottawa Funded Units when applicable. All Ottawa Funded Units should request the preferred standard form contract(s) from the Purchasing Division of Fiscal Services, which works with Corporation Counsel for approval of such contracts.

In the case of vendors/third parties who will not use the County's preferred standard form contract(s) or such contract(s) do not apply, all Ottawa Funded Units should work with the Purchasing Division and Corporation Counsel for approval of the proposed contract before submission for approval, as set forth in paragraph F.

- Formatted: List Paragraph, Indent: Left: 0.56"

~~All persons are hereby put on notice that no understanding or agreement that is not in a writing, signed and approved pursuant to this Policy, even if documented through e-mail or confirmed verbally can commit the funds of Ottawa County. The Chairperson of the Board of Commissioners and the County Clerk/Register shall be the only persons authorized to sign contracts unless authorized by this Policy, official delegation of such authority to another person by the Board of Commissioners or Michigan law.~~

- Formatted: Font: 12 pt



# Ottawa County

## General Policy

### E. General Guidelines for When a Contract is Needed In Addition to a Purchase Order:

#### 1. Contract Needed:

a. For purchasing related contracts, contracts generally needed for:

1. Professional and General services<sup>3</sup>;
2. Contracts that are funded in whole or in part by federal and/or state government or agency.

b. For non-purchasing-related contracts, as described above, a contract is always needed because these types of contracts, by their very nature, generally do not generate Purchase Orders.

#### 2. Purchase Order Generally Sufficient

- a. Contracts for goods only (no services);
- b. Contracts for utilities such as natural gas, water, and electricity (not phone, internet, or cable services).

#### \*NOTE:

Due to a wide array of goods and services procured by the County, these are general guidelines and exceptions are likely. During the procurement process, all Ottawa Funded Units are encouraged to reach out to the Purchasing Division, which works with Corporation Counsel, for any necessary guidance and clarification of these guidelines.

**C.F. Submission for Approval:** Approval of all contracts (excluding most Purchase Orders) shall follow one of the methods described below;

<sup>3</sup> For questions, please refer to the Professional Services vs General Services guidance held by the Purchasing Division

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: 12 pt

Formatted: Normal, Indent: Left: 0"

Formatted: Font: Not Bold

Formatted: Font: 12 pt

Formatted: List Paragraph, Indent: Left: 1.06"

Formatted: Font: 12 pt, Bold

Formatted: Normal, No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: List Paragraph, Numbered + Level: 1 +

Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.81" + Indent at: 1.06"

Formatted: Font: 12 pt

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.31", Hanging: 0.25", Right: 0.08"

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold



## Ottawa County

### General Policy

(1) **Pre-Approval of Board of Commissioners:** The following types of contracts shall be submitted for review and approval by the Fiscal Services Department, Corporation Counsel, and Administrator ~~and Corporation Counsel~~ and shall be directed through appropriate committees of the Board of Commissioners, including the Finance and Administration Committee and the Planning & Policy Committee, for review and approval, and shall be formally approved by the County Board of Commissioners prior to execution by the Chairperson of the Board of Commissioners and the County ~~Clerk~~ Register:



**General Policy**

- (a) **Sales and other Transactions concerning Real Property:** All leases, sales, grant-of-easements, and other transactions or conveyances in real property owned or to be acquired by Ottawa County or an Ottawa Funded Unit;
- (b) **Contracts with other Units of Government:** All contracts with another unit of government;
- (c) **Grants** All original grants unless under \$2,500 or otherwise approved by the Administrator;
- (d) **Contracts that Involve Politically Sensitive Subjects:** All contracts that involve politically sensitive subjects (such as any contract involving a sociopolitical point of view involving gender, gender identity, race, sexual activity or orientation, religious affiliation or similar issues);
- (e) **Contracts, Contractual Extensions or Modifications, or Change Orders for Goods and/or Services in Excess of \$70,000.00:** Except as provided in Subparagraph 2(c), below, contracts for goods and services in excess of \$70,000.00;
- (f) **Change Orders and Contract Modifications with Material Effect:** Change orders or modifications which will not change the price term of a contract, but which will, in the opinion of the department or agency head and/or Administrator, result in substantial modification to the quantity, quality, or timeliness of performances by the contracting parties;
- (g) **Collective Bargaining Agreements:** Collective Bargaining agreements, including extensions or modifications, although changes in sub-agreements to collective bargaining agreements may be negotiated and approved by the Administrator without prior approval of the County Board of Commissioners. ~~The Administrator shall keep the Talent and Recruitment Committee and the Board advised of the status of these matters and shall seek Committee and Board consent for any such modification, as may be advisable; and~~
- ~~(h) **Contracts that Lack Partial Funding:** Any contract where some or all the funding is contingent or dependent on subsequent fiscal year budgeting or approval.~~



## Ottawa County

### General Policy

(2) **Contracts that Require Post-Execution Ratification of the Board of Commissioners**<sup>14</sup>: The following types of contracts shall be submitted for review and approval by the Fiscal Services Department, Administrator and Corporation Counsel and, unless another form of execution is approved by the Administrator, shall be executed by the Board of Commissioners' Chairperson and County Clerk prior to ratification approval by the Board of Commissioners along with other such contracts as part of its consent agenda at the next regularly scheduled meeting after execution:

(a) **Courts and Community Mental Health Contracts**: Because of the character of their operations all contracts of Community Mental Health and the courts;

(b) **Contracts under \$70,000 in total amount**: Except for contracts ~~to which under~~ Paragraph 3 applies, all contracts of Funded Units that are under \$70,000 in total amount;

(c) **Emergency Contracts**: If approved by the Administrator, all contracts of other Funded Units that are over \$70,000, in total amount that are necessary to obtain goods and services quickly to assure the continuity of government operations or the provision of services critical to a county client or Funded Unit operation;

(d) **Grant Renewals**: All grants previously approved by the Board that are merely being renewed and where the grantor does not require the preapproval of a legislative body; and

(e) **Exceptional Circumstances**: Contracts that may not meet the criteria specified in the subparagraphs above, but where the department or Funded Unit believes and Corporation Counsel and Administration concur that an expedited contract process is necessary.

(3) **Contracts that May Be Approved Without Board of Commissioners' Approval**: The following types of contracts may be approved without the preapproval or ratification of the Board of Commissioners and may be executed by the Head of a Department, Funded Unit or Elected Official:

(a) **Repetitive and Form Contracts for County Provided Services Directly to Individuals without an Intermediate Vendor**: Contracts for services provided

---

<sup>14</sup> These types of contracts may be implemented, and payment may be made upon execution by the Board's Chairperson and County Clerk. In the event that the Board refuses to ratify the Contract, the vendor will be immediately notified, and any contractual performance will be terminated. If a Court Contract is refused, the Administrator, Corporation Counsel and Board Chairperson shall meet with the appropriate Chief Judge and Court Administrator to resolve the authorization.





## Ottawa County

### General Policy

<sup>4</sup>These types of contract may be implemented prior to ratification. Payment may be made upon execution by the Board's Chairperson. In the event that the Board refuses to ratify the Contract, the vendor will be immediately notified and any contractual performance will be terminated. If a Court Contract is refused, the Administrator, Corporation Counsel and Board Chairperson shall meet with the appropriate Chief Judge and Court Administrator to resolve the authorization issue.

**Formatted:** Body Text, Left, Indent: Left: 0", Right: 0", Space Before: 0.2 pt



## Ottawa County

### General Policy

directly to the public, which are for authorized, budgeted programs and which are in a form used repeatedly with residents or citizens, (e.g., home weatherization, Department of Public Health services, Sheriff's Office services, such as blood draws for jail inmates, Parks and Recreation services such as facility rental agreements, marina ship rental agreements, etc.) may be executed by the head or the designee of an Ottawa Funded Unit without review by the Fiscal Services Department or Corporation Counsel. The language and format of all repetitive and form contracts shall be reviewed and approved by Corporation Counsel on an annual basis; and

- (b) **Credit Card, Contracts, Grants, and Purchase Order Purchases Under \$~~32,0~~500:** If under \$~~32,0~~500 in total amount, purchases or requisitions for budgeted items if acquired through a county-issued credit card or using the county-approved purchase order approved by Corporation Counsel or grants should be processed through the Fiscal Services Department following the policies and procedures established by the Fiscal Services Department.

**A.V. Contract Retention:** An executed original of all contracts, amendments, and modifications, except repetitive or form contracts and collective bargaining agreements, which are reviewed, approved and executed under this policy, shall be kept in the office of Ottawa County Clerk/Register. A copy shall also be kept in the office of the department or agency making the contract.

**Formatted:** Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0.08" + Indent at: 0.33"

### **V.VI. REVIEW PERIOD**

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

# Action Request



<b>Committee:</b> Planning and Policy Committee	<input type="text"/>
<b>Meeting Date:</b> 11/08/2024	
<b>Requesting Department:</b> Fiscal Services Department	
<b>Submitted By:</b> Karen Karasinski	<input type="text"/>
<b>Agenda Item:</b> Purchasing Policy	

## Suggested Motion:

To approve and forward to the Board of Commissioners the revised Purchasing Policy for a first reading.

## Summary of Request:

As part of our ongoing policy review and in response to feedback we are recommending the following updates:

1. Alignment with other policies (Disposal of Equipment, Contract Authorization) and providing clarification of who is responsible of the different phases of the contracting process in relation to County Purchasing (Contract Formation, Administration, and Closeout).
2. Clarifying that Ottawa Funded Units will work with Purchasing on "Formal Solicitations." This has been and continues to be our process and it is reflected in our Purchasing Handbook and Internal Procedures. We are adding to this policy to ensure consistency.
3. Clarifying when Requisitions should be submitted and Purchase Orders can be released, being more in line with the other policies and procedures. These sections were moved in the policy as well and are not completely new.
4. Increasing the Micro-Purchase Threshold from \$2,500 to \$3,000. This recommended increase coincides with the increase in cost of goods and services since this policy was last reviewed in 2020, per the Consumer Price Index (CPI).
5. Adding a FOIA section and other minor clarification, consistency, and/or grammatical corrections to sections throughout the policy.

## Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
-------------	--------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

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

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

Committee/Governing/Advisory Board Approval Date:



## Ottawa County

### PURCHASING POLICY

#### I. POLICY

All departments, agencies and county funded activities (“Ottawa Funded Units”) are subject to this Policy, except as provided herein. Ottawa County is committed to excellence and the delivery of cost-effective public services that properly respect value of public tax dollars. To accomplish these objectives, the County engages in purchasing activities that are fair, open and equitable and implement procedures designed to support and maintain an efficient procurement system, of that involves cross-departmental collaboration, innovation, quality, and integrity for all Ottawa Funded Units. This policy focuses on the acquisition of goods and services for county funded operations and is to works in conjunction with the County’s Contracting Authorization and Form Policy.

#### II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL §46.11(m); Act 156 of Public Acts of 1851, as amended. See also, §MCL 205.54(7); Act 167 of Public Acts of 1933. and the Michigan Sales and Use Tax Rule, 1979 MAC Rule 205.79

#### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board Policy on this subject matter was adopted on 05/23/95.

Board of Commissioners Resolution Number and Policy Adoption Date: March 24, 2020

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy Committee, March 17, 2020

Last Review by Internal Policy Review Team: February 13, 2020 September 30, 2024



## Ottawa County

### IV. PROCEDURE

#### A. APPLICATION

1. This policy applies to the procurement of all goods and services for Ottawa ~~County~~ Funded Units, which include the County's ~~constituent~~ departments, agencies, and the courts and other activities that receive County appropriations.
2. ~~All~~ Purchasing activities and procedures will comply with all federal, state and local laws, as well as any applicable funding regulations.
3. The Board of Commissioners appropriates amounts sufficient for the reasonable and necessary operations of ~~County-Ottawa~~ Funded Units for each fiscal year. Each Funded Unit is responsible to manage and maintain a budget for goods, services or construction purchased by or on their behalf.
4. The County Administrator ("Administrator") oversees and authorizes the Fiscal Services Director and Purchasing Manager to direct all County functions related to the purchase of goods, services and construction.
5. This Policy shall be administered by the Purchasing Division of the Fiscal Services Department and is designed to provide a consistent framework for procurement activities across all Ottawa Funded Units. However, this policy shall not be binding on, or interfere with the independent authority of, statutorily or constitutionally created County boards, although all are encouraged to align with its principles for the benefit of efficiency and best practices. If a conflict arises between this policy and any state or federal law or constitution, then the state or federal law or constitution shall control.

#### B. VALUES

1. **Best Business Practice:** The County conducts procurement transactions based on best practice standards of the National Institute of Government Procurement and the American Bar Association Model Procurement Code for State and Local Governments with an emphasis on departmental expertise and a commitment to quality.
2. **Effective, Standardized Processes:** The County maintains standardized procurement processes to support efficient organizational operations, enhance economies of scale, and promote cross-departmental collaboration.
3. **Employee Training:** The County supports employee training and education



## Ottawa County

appropriate to the level of delegated procurement authority and responsibility. Training materials and Standard Operating Procedures (“SOPs”) will be maintained by the Purchasing Division.



# Ottawa County

**4.3. Fair, Open and Equitable Competition:** The County conducts procurement transactions by fair and open competition to reduce the opportunity for favoritism and to inspire public confidence that purchases are equitable and economical. The Purchasing Manager, in collaboration with Ottawa Funded Units, will oversee the fair and equitable treatment of existing and potential vendors in their relationships with the County.

**5.4. Advisory Group:** The County will maintain a Purchasing Advisory Group consisting of representatives from Fiscal Services and various Ottawa Funded Units. The Advisory Group will collaborate with the Fiscal Services Department on County purchasing matters.

**5. Contracting:** Corporation Counsel oversees the contracting authorization and form process and will direct the Purchasing Manager regarding purchasing related contracts, resulting from County purchasing activities. Contract management, including contract formation, administration, and closeout, is a collaborative effort between Corporation Counsel, Ottawa Funded Units, and Purchasing, with the intent of maintaining consistency, and reducing risk to the County. Funded Units are responsible for the administration of contracts resulting from purchasing activities to ensure that a contractor is performing in accordance with the specifications, terms and conditions under which the contract was awarded.

**a) Contract Formation:** Contract formation is a collaborative effort between Ottawa Funded Units and the Purchasing Division. The Ottawa Funded Unit is considered the subject matter expert on the products or services being procured. The Purchasing Division engages in continual training and certification related to government procurement and contracting best practices and works with Corporation Counsel for the most updated purchasing related documents and templates. Purchasing is the holder of the following documents that have been approved by Corporation Counsel: county preferred standard form contract templates; county preferred standard form amendments, addenda, extensions, and renewals; solicitation templates; and current insurance requirements. Purchasing can assist with the contract formation process for purchasing related contracts, addenda, amendments, contract change orders, extensions, and renewals.

**b) Submission for Approval:** Ottawa Funded Units are responsible for the submission of contracts and associated documentation (certificate of insurance, original contracts, amendments, addenda, cooperative agreements, etc.) into the County's designated contract approval system.

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.57", Hanging: 0.25", Right: 0.11", No bullets or numbering, Tab stops: Not at

Formatted: Underline

Formatted: Indent: Left: 1.32", No bullets or numbering

Formatted: Font: 12 pt, Underline

Formatted: Font: 12 pt, Underline

Formatted: Font: 12 pt

Formatted: Font: Not Bold

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.57", Hanging: 0.25", Right: 0.11", No bullets or numbering, Tab stops: Not at

Formatted: Indent: Left: 1.32", No bullets or numbering



# Ottawa County

c) **Contract Administration:** Ottawa Funded Units are responsible for monitoring and administering the contract once it has been executed by all parties. Administering the contract means ensuring that all specifications, and terms and conditions of the contract are followed. Additionally, the Ottawa Funded Unit is responsible for communicating any necessary contract changes, such as amendments, extensions, renewals, etc., both internally and externally with the third party. Purchasing and Corporation Counsel are available to assist with this process as needed.

d) **Contract Closeout:** Ottawa Funded Units are responsible for the contract closeout process. The contract closeout process ensures that all contractual obligations are fulfilled, financial matters are resolved, final invoices are paid, and relevant documentation is completed and archived.

e) **Contract Retention:** A fully executed contract that conforms with the Contract Authorization and Form Policy shall be kept in the office of Ottawa County Clerk/Register. Additionally, for purposes of management of the active contract, a copy should also be held by the Department or Agency impacted by the contract and the Purchasing Division.

6. **As it relates to Purchasing related contracts, any legal questions should be directed to the Office of Corporation Counsel.**

7.6 **Nondiscrimination:** Every contract or purchase order issued by the County is entered into under provisions requiring the contractor, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, handicap or marital status. Every contract or purchase order issued by the County is entered into under provisions requiring the contractor, subcontractor or vendor not to discriminate pursuant to all applicable state and federal laws.

8.7 **Ethics and Accountability:** Offering or receiving any gratuities, personal benefit, or kickback in connection with any purchasing or contracting decision violates ethical standards and the value of fair competition and is therefore strictly prohibited.

9.8 **Failure to Follow Policy:** The County is not responsible for the costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding.

9. **Conflict of Interest:** County employees will always use sound judgment in avoiding actions or commitments that might create a conflict of interest in connection with any procurement transactions.

- Formatted: Font: 12 pt
- Formatted: Normal, No bullets or numbering
- Formatted: Font: 12 pt, Underline
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Bold
- Formatted: Indent: Left: 0.57", Hanging: 0.25", Right: 0.11", No bullets or numbering, Tab stops: Not at
- Formatted: Font: 12 pt
- Formatted: Indent: Left: 0.57", Hanging: 0.25", Right: 0.11", No bullets or numbering, Tab stops: Not at
- Formatted: Font: Bold
- Formatted: Font: 12 pt, Bold
- Formatted: Font: 12 pt
- Formatted: Normal, Right: 0", No bullets or numbering, Tab stops: Not at 0.82"
- Formatted: Normal, Indent: Left: 0.82", No bullets or numbering
- Formatted: Font: 12 pt

- Formatted: Font: 12 pt
- Formatted: Indent: Left: 0.57", Hanging: 0.25", Right: 0.11", No bullets or numbering, Tab stops: Not at





## Ottawa County

10. **Freedom of Information Act:** All solicitations and vendor responses may be subject to disclosure pursuant to the Freedom of Information Act (FOIA).
11. **Ottawa Funded Unit Protests:** The Administrator will decide on the merits of any County department protest against any procurement decision made by the Fiscal Services Director and Purchasing Manager and that determination shall be final and conclusive. For other Ottawa Funded Units, the Administrator, Corporation Counsel and Purchasing

**Formatted:** Not Expanded by / Condensed by



## Ottawa County

Manager shall meet with the chief administrative officer of the Ottawa Funded Unit to resolve any purchasing and/or contractual authorization and form issues.

Formatted: Indent: Left: 0.82", Space Before: 11.5 pt

### C. STANDARDS FOR PROCUREMENT

1. Requisitions: The County maintains a procurement system, which requires Ottawa Funded Units to create and submit a requisition for review and authorization by the Purchasing Division. A requisition should be submitted, approved, and converted to a Purchase Order before goods and/or services are provided to the County.

2. Purchase Orders: The County will issue a purchase order ("PO") in a form approved by Corporation Counsel to a vendor prior to the order of all goods, and services, excluding micro purchases made by purchasing card or other immediate form of compensation. Any alteration in specifications, delivery, price, quantity, or other terms will be added to the original purchase order as a change order. A change order cannot materially alter the original scope of the procurement. In accordance with the Contracting Authorization and Form Policy, instances where a contract is required based on the type of goods or services being purchased, the contract should be fully executed by all parties before a Purchase Order is issued.

Formatted: Not Highlight

3. Spend Thresholds: The County will maintain procurement procedures that are determined by the dollar amount of the procurement, as follows:

Formatted: Font: 12 pt, Bold, Underline

Formatted: Indent: Left: 0.57", Hanging: 0.25", Right: 0.11", Line spacing: single, No bullets or numbering, Tab stops: Not at 0.82"

- a. Purchases Less than \$2,500,000, or "Micro Purchase": These purchases do not justify the administrative time and expense necessary for a competitive solicitation process and do not require documentation of quotes. Purchase requirements ~~will~~ shall not be artificially divided in order to constitute a micro purchase.
- b. Purchases Between \$2,500 and \$35,000, or "Informal Solicitation": These purchases require a competitive price quotation or proposal for goods, services or construction in which a well-defined scope is conveyed by phone, email, or online bid system and do not require a formal sealed bid or proposal, public opening or other formalities. Purchase requirements ~~shall~~ will not be artificially divided to avoid a formal solicitation.
- c. Purchases greater than \$35,000, or "Formal Solicitation": These purchases require a competitive bid or proposal for goods, services or construction in which a well-defined scope is conveyed by public notice. Ottawa Funded Units are required to work with Purchasing on transactions that are greater than the Formal Solicitation threshold. Proposal submissions must be made in



## Ottawa County

conformance with a prescribed format.

- ~~2. **Requisitions:** The County will maintain a procurement system utilizing requisitions for purchase authorization for all purchases except for micro purchases made by purchasing card or other immediate form of compensation.~~
- ~~3. **Purchase Orders:** The County will issue a purchase order (“PO”) in a form approved by Corporation Counsel to a vendor prior to the order of all goods, services or construction excluding micro purchases made by purchasing card or other immediate form of compensation. Any alteration in specifications, delivery, price, quantity, or other terms will be added to the original purchase order as a change order. A change order cannot materially alter the original scope of the procurement.~~
4. **Market Analysis:** While performing market analysis and research for the development of a future solicitation, the County may obtain feedback from potential vendors by public notice, as follows:



## Ottawa County

- a. **Request for Qualifications (“RFO”):** The pre-screening of potential vendors in which such factors as pricing, capability, reputation and management are considered to develop a list of qualified vendors for a solicitation.
  - b. **Request for Information (“RFI”):** A written request to obtain input from interested parties for an upcoming solicitation, including best practices, industry standards, technology issues, product specifications or other relevant information.
5. **Scope of Work / Specifications:** Specifications for all ~~County Ottawa Funded purchases~~ Unit purchases will be written to promote overall economy for the purposes intended, to encourage competition in satisfying the County’s needs and to provide a fair opportunity to all qualified vendors. This applies to any specifications prepared by County staff or prepared by others on the County’s behalf.
  6. **Purchasing Card (“P-Card”):** The County will administer a purchasing card program, which allows ~~allowing~~ individuals who are issued a Pp-card to make electronic payments for discretionary micro purchases on behalf of the County. The Purchasing Manager will supervise all processes related to the p-card program.
  7. **Centralized Invoice Payment:** Invoices will be processed centrally through the Accounts Payable Division of the Fiscal Services Department upon approval by the Ottawa Funded Unit ~~constituent agency, department or court~~ and in compliance with the County’s Authorization of Funds and Timing of Disbursement Policy.
  8. **Vendor Insurance:** All purchase orders or contracts ~~issued by the County among an Ottawa Funded Unit and a third party~~ will specify vendor insurance requirements.
  9. **Contract Clauses:** All County contracts will include provisions necessary to define the responsibilities and rights of the parties to the contracts.
  10. **Emergency Procurements:** Whenever there exists an apparent threat to the public health, welfare or safety of the County, its facilities, or its residents, the Purchasing Manager may make or authorize others to make emergency procurements of supplies, services, or construction items, as directed by the County Administrator and Fiscal Services Director. In the event of an emergency activation under the Ottawa County Emergency Services Resolution, under statute P.A. 390 of 1976, Emergency purchases shall be documented in writing and are to be made with such competition as is practicable under the circumstances.



## Ottawa County

11. **Leasing:** When there has been a determination by the Purchasing Division that leasing may be a viable financing option, or it is proposed by a requesting department or agency, a cost/benefit analysis will be conducted to determine the appropriate contracting method.
12. **Bid Security:** Bid security will be required for all competitive sealed bids/proposals for construction contracts when the cost is estimated to equal or exceed five hundred thousand dollars (\$500,000). Bid security shall be in an amount equal to at least 5% of the bid amount.
13. **Performance Bonds:** When a construction contract for fifty thousand dollars (\$50,000) or more is awarded, the proposed contractor shall furnish, at his or her own expense, a performance bond, or the equivalent in cash, in an amount equal to 100% of the contract price and a payment bond in an amount equal to not less than 25% of the contract price.
14. **Surplus Auctions and Equipment Disposition:** In accordance with the Disposal of Surplus or Obsolete County Equipment Policy, ~~The Purchasing Division in coordination with Corporation Counsel~~ will assist Ottawa Funded Units departments, agencies and courts with equipment disposition and the organization of surplus auctions for the purpose of providing an efficient process for the County to dispose of obsolete equipment and furnishings.

Formatted: Font: Not Bold

### D. PROCUREMENT METHODS (SOURCING)

The Purchasing Manager, in collaboration with the Ottawa Funded Units, is responsible to determine the appropriate procurement method to be used, including the following:

Formatted: Not Expanded by / Condensed by

1. **Purchasing Card or “P-Card”:** A single in the moment purchase below the micro-purchase threshold performed at the discretion of the Ottawa Funded Unit constituent agency, department or court to ensure best value. Individuals issued a p-card are authorized to make discretionary micro purchases on behalf of the County.
2. **Request for Quote or “RFQ”:** An informal solicitation in which a well-defined scope is conveyed by phone, email, or online system and does not require a formal sealed bid, public opening or other formalities. The RFQ solicits pricing information from several sources with award to the lowest price meeting specifications.
3. **Request for Proposal or “RFP (Informal)”:** An informal request made to potential vendors by phone, email or online system requiring a written proposal in response. Price is not the only evaluation factor. The RFP allows for the negotiation of proposed terms throughout the evaluation process prior to contract award.



## Ottawa County

4. **Request for Proposal or “RFP (Formal)”**: A formal solicitation document distributed by public notice requiring a written proposal in conformance with a prescribed format in response. Price is not the only evaluation factor. The RFP allows for the negotiation of proposed terms throughout the evaluation process prior to contract award.
5. **Invitation to Bid or “ITB”**: The formal solicitation of a competitive, sealed bid which must be submitted in conformance with a prescribed format to be opened in public at a specific date/time. The award is made to the lowest price quoted meeting specifications as set forth.
6. **Cooperative Purchase**: The action taken when two or more Ottawa Funded Units departments, agencies, courts or other governmental entities combine their requirements to obtain advantages of volume purchases. Cooperative purchases may result in contracts that others may “piggyback.”
7. **Sole Source**: A situation in which only one vendor or supplier possesses a patent for the unique ability or capability to meet specific requirements of a solicitation thereby creating an inability to obtain competition.
8. **Single Source**: A procurement decision whereby a purchase is directed to one source because of standardization, warranty, compatibility or other factors, even though other competitive sources may be available. Guest speakers, honoraria, subscriptions, dues, memberships and other similar items will be treated as single source.
9. **Other Purchase**: Under very limited circumstances the Purchasing Manager may initiate a procurement when it is determined that an unusual or unique situation exists that makes the application of all other procurement methods contrary to the public interest.