



County of Ottawa

Board of Commissioners

Philip D. Kuyers

Chairperson

James C. Holtrop

Vice-Chairperson

12220 Fillmore Street, Room 310, West Olive, Michigan 49460

West Olive (616) 738-4898

Fax (616) 738-4888

Grand Haven (616) 846-8295

Grand Rapids (616) 662-3100

Website: www.miOttawa.org

September 22, 2011

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, September 27, 2011 at 1:30 p.m.**, for the regular **September** meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Swartout
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments and Communications from County Staff
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk

1. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the Minutes of the September 13, 2011 Board of Commissioners Meeting and the September 13, 2011 Board of Commissioner Work Session.
2. Payroll
Suggested Motion:
To authorize the payroll of September 27, 2011 in the amount of \$_____.

Stuart P. Visser Dennis W. Swartout Jane M. Ruiter Greg J. DeJong Roger G. Rycenga
Joseph S. Baumann Robert W. Karsten James H. Holtvluwer Donald G. Disselkoen

From the Finance and Administration Committee

3. Monthly Accounts Payable for September 1, 2011 through September 16, 2011
Suggested Motion:
To approve the general claims in the amount of \$13,087,278.85 as presented by the summary report for September 1, 2011 through September 16, 2011.
4. Monthly Budget Adjustments
Suggested Motion:
To approve the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of August, 2011.

B. Action Items:

From the Finance and Administration Committee

5. Resolution Regarding the Distribution of Convention Facility Tax Revenues to Counties
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the Resolution Regarding the Distribution of Convention Facility Tax Revenues to Counties Under Public Acts 106 and 107 of 1985.
6. Setting of Public Hearing on the 2012 Ottawa County Budget
Suggested Motion:
To approve setting the public hearing on the 2012 Ottawa County budget for Tuesday, October 11, 2011, to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive, at 1:30 p.m.
7. Wage and Benefit Adjustments for County and Court Unclassified and Group T Employees for 2012
Suggested Motion:
To approve the following wage adjustments for County and Court Unclassified Employees (Excluding Elected Officials, Judges and the Board of Commissioners) and Group T Employees for 2012:
 - a. Wages: Effective January 1, 2012, increase the existing salary schedule by 1%.
8. Tuition Reimbursement
Suggested Motion:
To approve the recommendation to suspend Tuition Reimbursement for the year 2012 and to review this recommendation in 2012 for the 2013 budget year.
9. Approval of Moving Re-designated Monies Into the Defined Benefit/Defined Contribution Fund
Suggested Motion:
To approve moving re-designated monies in Funds 2320, 2601, 2850, 2901, 2920, and in the Compensated Absences Fund, Infrastructure Fund and General Fund Balance Designation/Substance Abuse, in the total amount of \$3,000,000.00, into the Defined Benefit/Defined Contribution Fund, to be used to facilitate the transition of new employees into a Defined Contribution Pension Plan, at a time to be determined by the Ottawa County Board of Commissioners.

10. Implementation of the Enterprise Resource Planning (ERP) System and Approval of the Agreement with Tyler Technologies, Inc.
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the agreement with Tyler Technologies, Inc. for the implementation of the Munis ERP system at a total cost of \$1.6 million.
11. Lease Extension/Amendment for MiWorks! at 115 Clover Street
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the extension and amendment of the current MiWorks! lease with Huntington Bank at 115 Clover Street from October 1, 2012 through September 30, 2014, with funding from MiWorks!

C. Appointments:

From Administration

12. Board Appointment to Ottawa County Jury Board
Suggested Motion:
To appoint Sharon Smeyers as a member of the Ottawa County Jury Board, for a six year term beginning immediately and continuing through March 31, 2017.

D. Discussion Items:

From the Finance and Administration Committee

13. Review of 2012 Budgets, Bob Spaman, Fiscal Services Director
9. Report of the County Administrator
10. General Information, Comments, and Meetings Attended
11. Public Comments
12. Adjournment

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

The Ottawa County Board of Commissioner met on Tuesday, September 13, 2011, at 1:30 p.m. and was called to order by the Chair.

Mr. Visser pronounced the invocation.

The Clerk led in the Pledge of Allegiance to the Flag.

Present at roll call: Messrs. Visser, Kuyers, Swartout, Mrs. Ruiter, Messrs. DeJong, Rycenga, Baumann, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

B/C 11-199 Mr. Disselkoen moved to approve the agenda of today as presented and amended adding Action Items #6A – Resolution/Agreement with MDOT to Provide Pass-Through Funding for Specialized Transportation Services (Georgetown Seniors and Pioneer Resources), #6B - Purchase Agreement with J & J Dairy, Inc., and #7 – Closed Session for the Purpose of Discussing Labor Negotiations. The motion passed.

B/C 11-200 Mr. Holtrop moved to approve the following Consent Resolutions:

1. To approve the Minutes of the August 23, 2011 Board of Commissioners Meeting.
2. To authorize the payroll of September 13, 2011 in the amount of \$575.66.
3. To receive for information the Correspondence Log.
4. To approve the general claims in the amount of \$7,791,902.23 as presented by the summary report for August 15, 2011 through August 31, 2011.

The motion passed as shown by the following votes: Yeas: Messrs. DeJong, Rycenga, Baumann, Disselkoen, Holtvluwer, Visser, Holtrop, Swartout, Karsten, Mrs. Ruiter, Mr. Kuyers. (11)

B/C 11-201 Mr. Rycenga moved to receive bids for the Connor Bayou Park Improvement Project and accept the low bid from Apex Contractors, Inc. at the negotiated price of \$535,631 with funding from the Parks and Recreation budget. The motion passed as shown by the following votes:

Yeas: Mr. Holtvluwer, Mrs. Ruiter, Messrs. Holtrop, Rycenga, Disselkoen, Baumann, Visser, Karsten, DeJong, Swartout, Kuyers. (11)

B/C 11-202 Mr. Rycenga moved to approve and authorize the Board Chair and Clerk to sign the Partners for Fish and Wildlife Habitat Development Agreement with the United States Fish & Wildlife Service to fund fish habitat improvements on the Pigeon River with matching funds provided by the Drain Commission and private sources. The motion passed as shown by the following votes: Yeas: Messrs. Rycenga, DeJong, Karsten, Mrs. Ruiter, Messrs. Baumann, Visser, Swartout, Holtvluwer, Disselkoen, Holtrop, Kuyers. (11)

B/C 11-203 Mr. Rycenga moved to approve and authorize the Board Chair and Clerk to sign the Resolution and Agreement with MDOT to provide pass-through funding for specialized transportation services (Georgetown Seniors and Pioneer Resources). The motion passed as shown by the following votes: Yeas: Messrs. Disselkoen, Karsten, DeJong, Holtrop, Visser, Swartout, Mrs. Ruiter, Messrs. Rycenga, Holtvluwer, Baumann, Kuyers. (11)

B/C 11-204 Mr. Rycenga moved to approve the Agreement for Sale and Purchase of Real Estate with J & J Dairy, Inc. to sell 46.14 acres in Wright Township for \$230,700 and authorize the Parks and Recreation Director to sign the documents required for this transaction. The motion passed as shown by the following votes: Yeas: Messrs. Karsten, Disselkoen, Holtrop, Visser, Holtvluwer, DeJong, Mrs. Ruiter, Messrs. Swartout, Rycenga, Baumann, Kuyers. (11)

B/C 11-205 Mr. Swartout moved to go into a Closed Session at 1:38 p.m. for the purpose of discussing labor negotiations. (2/3 roll call vote required) The motion passed as shown by the following votes: Yeas: Messrs. Holtrop, Holtvluwer, Swartout, Baumann, Visser, Disselkoen, Karsten, Mrs. Ruiter, Messrs. Rycenga, DeJong, Kuyers. (11)

B/C 11-206 Mr. Karsten moved to rise from Closed Session at 1:52 p.m. The motion passed.

B/C 11-207 Mr. Disselkoen moved to adjourn at 1:53 p.m. subject to the call of the Chair. The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
SEPTEMBER SESSION – WORK SESSION**

The Ottawa County Board of Commissioner met on Tuesday, September 13, 2011, at 2:00 p.m. and was called to order by the Chair.

Present at roll call: Messrs. Visser, Kuyers, Swartout, Mrs. Ruiters, Messrs. DeJong, Rycenga, Baumann, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

Work Session Items:

- A. 2012 Proposed Budget – Robert Spaman, Fiscal Services Director, gave a brief explanation on the proposed 2012 General Fund Budget including revenues, expenditures, personnel and equipment requests.
- B. Enterprise Resource Planning Software System – An ERP project update was presented by Robert Spaman, Fiscal Services Director. After many months of discussion and demos, Munis Systems has been recommended as the final vendor selection. The total cost at this point is \$1.6 million which includes software, implementation costs, hardware, consultant costs and internal project management backfill.
- C. DB/DC Funding – The Administrator gave an update on the Defined Benefit to Defined Contribution plan. The first planned implementation would be for new hires of the Unclassified and Group T groups to go into a new DC Plan effective July 1, 2012. New hires for other employee groups would transition as negotiated with the various unions. As of this date, the DB/DC Fund has been funded with \$1.6 million. A review of additional funding options was discussed.
- D. Governor Snyder's Citizen Transparency Initiative: Dashboard and Dollars & Sense – Mark Knudsen, Planning & Performance Improvement Director, explained the MiOttawa Local Government Dashboard. The Planning & Performance Department has been working with WebTechs, Inc. on interactive data. As more counties adapt to this model, the more useful it will become.

BC 11-208 Mr. Holtrop moved to adjourn at 2:56 p.m. The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: County Clerk

Submitted By: Bob Spaman

Agenda Item: Payroll

SUGGESTED MOTION:

To authorize the payroll of September 27, 2011 in the amount of \$_____.

SUMMARY OF REQUEST:

To pay the current payroll of the members of the Ottawa County Board of Commissioners. Pursuant to MCL 46.11, the Board of Commissioners is authorized to provide for and manage the ongoing business affairs of the County.

FINANCIAL INFORMATION:

Total Cost: _____ General Fund Cost: _____ Included in Budget: ☒ Yes ☐ No

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:

- 1: To Maintain and Improve the Strong Financial Position of the County.
- 2: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
- 3: To Contribute to a Healthy Physical, Economic, & Community Environment.
- 4: To Continually Improve the County's Organization and Services.

Objective: _____

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator: _____

Committee/Governing/Advisory Board Approval Date: _____

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Monthly Accounts Payable for September 1, 2011 through September 16, 2011

SUGGESTED MOTION:

To approve the general claims in the amount of \$13,087,278.85 as presented by the summary report for September 1, 2011 through September 16, 2011.

SUMMARY OF REQUEST:

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

FINANCIAL INFORMATION:

Total Cost: \$13,087,278.85 | General Fund Cost: \$13,087,278.85 | Included in Budget: ☒ Yes | ☐ No

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

Objective:

- 1: Advocate on legislative issues to maintain and improve the financial position of the County.
- 2: Implement processes and strategies to deal with operational budget deficits.
- 3: Reduce the negative impact of rising employee benefit costs on the budget.
- 4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION: ☒ Recommended | ☐ Not Recommended | ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



County of Ottawa

Fiscal Services Department

Robert Spaman
Fiscal Services Director

Marvin Hinga
Fiscal Services Assistant Director

12220 Fillmore Street • Room 331 • West Olive, Michigan 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: rspaman@miottawa.org
mhinga@miottawa.org

To: Board of Commissioners

From: Robert Spaman, Fiscal Services Director

Subject: Accounts Payable Listing – September 1, 2011 to September 16, 2011

Date: September 19, 2011

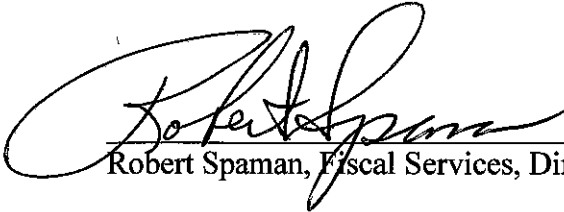
I have reviewed the Accounts Payable Listing for September 1 through September 16, 2011.
The expenditures are general payments that are routine to Ottawa County.

If you have any additional questions, please feel free to contact me.

Total Checks/Automated Clearing House (ACH) 09/01/2011 through 09/16/2011

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The List of Claims shows the name of claimant, amount of claim, check number, ACH number, check date and ACH date. The net amount of checks/ACH written during the period was \$13,087,278.85. The amount of claims to be approved totals \$13,087,278.85.

*Adjustments are voided checks or ACH.


Robert Spaman, Fiscal Services, Director

9/21/11
Date

We hereby certify that the Board of Commissioners has approved the claims on this 27th day of September, 2011.

Philip Kuyers, Chairperson
Board of Commissioners

Daniel Krueger, Clerk

ACCOUNTS PAYABLE CHECKS/ACH 09/01/2011 THROUGH 09/16/2011

FUND NUMBER	FUND NAME	CLAIMS TO BE APPROVED	ADJUSTMENTS*	NET CHECK/ACH TOTALS
1010	GENERAL FUND	259,201.58	0.00	259,201.58
1500	CEMETERY TRUST	0.00	0.00	0.00
2081	PARKS & RECREATION	66,563.84	0.00	66,563.84
2082	PARK 12	0.00	0.00	0.00
2160	FRIEND OF COURT	4,445.84	0.00	4,445.84
2170	9/30 JUDICIAL GRANTS	3,393.03	0.00	3,393.03
2210	HEALTH	79,854.64	0.00	79,854.64
2220	MENTAL HEALTH	581,896.40	0.00	581,896.40
2271	SOLID WASTE CLEAN-UP	28,491.82	0.00	28,491.82
2272	LANDFILL TIPPING FEES	9,868.21	0.00	9,868.21
2320	TRANSPORTATION SYSTEM	27,364.00	0.00	27,364.00
2420	PLANNING COMMISSION	0.00	0.00	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00	0.00	0.00
2444	INFRASTRUCTURE FUND	0.00	0.00	0.00
2450	PUBLIC IMPROVEMENT	0.00	0.00	0.00
2550	HOMESTEAD PROPERTY TAX	0.00	0.00	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	3,538.50	0.00	3,538.50
2590	LIPPERT GRANT	0.00	0.00	0.00
2601	PROSECUTING ATTORNEY GRANTS	0.00	0.00	0.00
2602	WEMET	74,102.68	0.00	74,102.68
2603	WEED AND SEED	0.00	0.00	0.00
2605	COPS-AHEAD-GEORGETOWN	0.00	0.00	0.00
2606	COPS-FAST-GEORGETOWN	0.00	0.00	0.00
2608	COPS-FAST-ALLENDAL	0.00	0.00	0.00
2609	SHERIFF GRANT PROGRAMS	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 09/01/2011 THROUGH 09/16/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2610	COPS-UNIVERSAL	11,249.63	0.00	11,249.63
2640	EMT HOLLAND-PARK	0.00	0.00	0.00
2650	EMT GEORGETOWN TOWNSHIP	0.00	0.00	0.00
2661	SHERIFF ROAD PATROL	777.42	0.00	777.42
2690	LAW LIBRARY	0.00	0.00	0.00
2740	WIA-ADMIN. COST POOL	1,736.04	0.00	1,736.04
2741	WIA-YOUTH	5,695.53	0.00	5,695.53
2742	WIA-ADULT	3,097.13	0.00	3,097.13
2743	WIA-6/30 GRANT PROGRAMS	44,872.56	0.00	44,872.56
2744	WIA-12/31 GRANT PROGRAMS	694.00	0.00	694.00
2747	WIA-WORK FIRST YOUTH	0.00	0.00	0.00
2748	WIA-9/30 GRANT PROGRAMS	137,073.76	0.00	137,073.76
2749	WIA-3/31 GRANT PROGRAMS	0.00	0.00	0.00
2750	GRANT PROGRAMS-PASS THRU	39,160.44	0.00	39,160.44
2800	EMERGENCY FEEDING	4,336.62	0.00	4,336.62
2810	FEMA	0.00	0.00	0.00
2850	COMMUNITY CORRECTIONS PROG. GRANT	1,696.30	0.00	1,696.30
2870	COMMUNITY ACTION AGENCY (CAA)	385.00	0.00	385.00
2890	WEATHERIZATION	64,678.79	0.00	64,678.79
2900	DEPT OF HUMAN SERVICES	0.00	0.00	0.00
2901	DEPT OF HUMAN SERVICES	830.64	0.00	830.64
2920	CHILD CARE - PROBATE	113,932.07	0.00	113,932.07
2921	CHILD CARE - SOCIAL SERVICES	0.00	0.00	0.00
2930	SOLDIER & SAILORS RELIEF	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 09/01/2011 THROUGH 09/16/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2940	VETERANS TRUST	0.00	0.00	0.00
2941	VETERANS TRUST	372.64	0.00	372.64
2970	DB/DC CONVERSION	1,100.00	0.00	1,100.00
5160	DELINQUENT TAXES	1,430.03	0.00	1,430.03
6360	INFORMATION TECHNOLOGY	57,888.96	0.00	57,888.96
6410	WATER & SEWER REVOLVING	0.00	0.00	0.00
6450	DUPLICATING	352.76	0.00	352.76
6550	TELECOMMUNICATIONS	13,994.56	0.00	13,994.56
6641	EQUIPMENT POOL	0.00	0.00	0.00
6770	PROTECTED SELF-FUNDED INSURANCE	0.00	0.00	0.00
6771	PROTECTED SELF-FUNDED HEALTH INS.	658,117.71	0.00	658,117.71
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00	0.00	0.00
6775	LONG-TERM DISABILITY INSURANCE	8,643.26	0.00	8,643.26
6776	PROTECTED SELF-FUNDED DENTAL INS.	0.00	0.00	0.00
6777	PROTECTED SELF-FUNDED VISION	0.00	0.00	0.00
6782	PROTECTED SELF-FUNDED INS PROG M.H.	0.00	0.00	0.00
7010	AGENCY	10,575,802.81	0.00	10,575,802.81
7040	IMPREST PAYROLL	163,901.34	0.00	163,901.34
7210	LIBRARY PENAL FINE	0.00	0.00	0.00
7300	EMPLOYEE SICK PAY BANK	0.00	0.00	0.00
7360	OPEB TRUST	36,738.31	0.00	36,738.31
		<u>\$13,087,278.85</u>	<u>0.00</u>	<u>\$13,087,278.85</u>

Action Request



Committee: Board of Commissioners
Meeting Date: 9/27/2011
Requesting Department: Fiscal Services
Submitted By: Bob Spaman
Agenda Item: Monthly Budget Adjustments

SUGGESTED MOTION:

To approve the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of August, 2011.

SUMMARY OF REQUEST:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

FINANCIAL INFORMATION:

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

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

<input checked="" type="checkbox"/> Mandated	<input type="checkbox"/> Non-Mandated	<input type="checkbox"/> New Activity
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ACTION IS RELATED TO STRATEGIC PLAN:

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

Objective:

- 1: Advocate on legislative issues to maintain and improve the financial position of the County.
- 2: Implement processes and strategies to deal with operational budget deficits.
- 3: Reduce the negative impact of rising employee benefit costs on the budget.
- 4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION:	<input checked="" type="checkbox"/> Recommended	<input type="checkbox"/> Not Recommended	<input type="checkbox"/> Without Recommendation
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County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 9/22/2011

Date 9/06/11
Time 9:09:31

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 8/01/2011 Thru 8/31/2011

Page 1
BUD101R
BRADTMUELL

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>ADJ FOR TAA CSH STMT</u>							
BA 493	8/17/2011	2748	7430	0014	5610.0000	State Of Mich - Welfare	320,000.00-
BA 493	8/17/2011	2748	7430	0014	8440.0050	Administration-Sub Agents	320,000.00
<u>CYR BDG FOR ADMIN EXP</u>							
BA 494	8/17/2011	2920	6621		8270.0022	Priv Agency-Abused/Neg PC	115,000.00
BA 494	8/17/2011	2920	6621		8280.0010	Private Institutional Cst	130,100.00-
BA 494	8/17/2011	2920	6621		8280.0020	State Institutional Costs	15,000.00
BA 494	8/17/2011	2920	6621		8310.0000	Administrative Expense	100.00
<u>ADJ FOR 1/2 ACTL GRNT</u>							
BA 509	8/01/2011	2744	7479		5610.0000	State Of Mich - Welfare	40,000.00-
BA 509	8/01/2011	2744	7479		9370.0000	Building Repairs	40,000.00
<u>ADJUST INSURANCE BUDG</u>							
BA 515	8/09/2011	1010	1310		9100.0000	Insurance & Bonds	3,028.00-
BA 515	8/09/2011	1010	1360		9100.0000	Insurance & Bonds	11,317.00-
BA 515	8/09/2011	1010	1480		9100.0000	Insurance & Bonds	1,170.00-
BA 515	8/09/2011	1010	1490		9100.0000	Insurance & Bonds	645.00-
BA 515	8/09/2011	1010	2290		8680.0000	Vehicle Insurance	140.00-
BA 515	8/09/2011	1010	2290		9100.0000	Insurance & Bonds	5,112.00-
BA 515	8/09/2011	1010	2651		8680.0000	Vehicle Insurance	140.00-
BA 515	8/09/2011	1010	2651		9100.0000	Insurance & Bonds	310.00-
BA 515	8/09/2011	1010	2652		8680.0000	Vehicle Insurance	87.00-
BA 515	8/09/2011	1010	2652		9100.0000	Insurance & Bonds	222.00-
BA 515	8/09/2011	1010	2653		9100.0000	Insurance & Bonds	80.00-
BA 515	8/09/2011	1010	2654		8680.0000	Vehicle Insurance	283.00-
BA 515	8/09/2011	1010	2654		9100.0000	Insurance & Bonds	1,428.00-
BA 515	8/09/2011	1010	2655		8680.0000	Vehicle Insurance	87.00-
BA 515	8/09/2011	1010	2655		9100.0000	Insurance & Bonds	289.00-
BA 515	8/09/2011	1010	2656		8680.0000	Vehicle Insurance	87.00-
BA 515	8/09/2011	1010	2658		9100.0000	Insurance & Bonds	48.00-
BA 515	8/09/2011	1010	2659		8680.0000	Vehicle Insurance	87.00-
BA 515	8/09/2011	1010	2659		9100.0000	Insurance & Bonds	151.00-
BA 515	8/09/2011	1010	2660		9100.0000	Insurance & Bonds	406.00-
BA 515	8/09/2011	1010	2665		8680.0000	Vehicle Insurance	140.00-
BA 515	8/09/2011	1010	2665		9100.0000	Insurance & Bonds	1,772.00-
BA 515	8/09/2011	1010	2667		8680.0000	Vehicle Insurance	1,540.00-
BA 515	8/09/2011	1010	2667		9100.0000	Insurance & Bonds	1,084.00-
BA 515	8/09/2011	1010	2668		8680.0000	Vehicle Insurance	87.00-
BA 515	8/09/2011	1010	2668		9100.0000	Insurance & Bonds	472.00-

Date 9/06/11
Time 9:09:31

County of Ottawa
Fiscal Services Department
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Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>ADJUST INSURANCE BUDG</u>							
BA 515	8/09/2011	1010	2750		8680.0000	Vehicle Insurance	559.00-
BA 515	8/09/2011	1010	3020		8680.0000	Vehicle Insurance	10,147.00-
BA 515	8/09/2011	1010	3020		9100.0000	Insurance & Bonds	30,791.00
BA 515	8/09/2011	1010	3100		9100.0000	Insurance & Bonds	2,649.00
BA 515	8/09/2011	1010	3113		8680.0000	Vehicle Insurance	569.00-
BA 515	8/09/2011	1010	3113		9100.0000	Insurance & Bonds	270.00-
BA 515	8/09/2011	1010	3119		8680.0000	Vehicle Insurance	1,699.00-
BA 515	8/09/2011	1010	3119		9100.0000	Insurance & Bonds	1,350.00-
BA 515	8/09/2011	1010	3120		8680.0000	Vehicle Insurance	2,259.00-
BA 515	8/09/2011	1010	3120		9100.0000	Insurance & Bonds	1,621.00-
BA 515	8/09/2011	1010	3170		8680.0000	Insurance & Bonds	270.00-
BA 515	8/09/2011	1010	3310		8680.0000	Vehicle Insurance	485.00-
BA 515	8/09/2011	1010	3310		9100.0000	Insurance & Bonds	332.00
BA 515	8/09/2011	1010	3510		8680.0000	Vehicle Insurance	1,680.00-
BA 515	8/09/2011	1010	3510		9100.0000	Insurance & Bonds	33,675.00
BA 515	8/09/2011	1010	4260		8680.0000	Vehicle Insurance	140.00-
BA 515	8/09/2011	1010	4260		9100.0000	Insurance & Bonds	13.00-
BA 515	8/09/2011	1010	4263		8680.0000	Vehicle Insurance	423.00-
BA 515	8/09/2011	1010	4263		9100.0000	Insurance & Bonds	81.00-
BA 515	8/09/2011	1010	4300		8680.0000	Vehicle Insurance	423.00-
BA 515	8/09/2011	1010	4300		9100.0000	Insurance & Bonds	1,330.00
BA 515	8/09/2011	1010	8650		9100.0000	Insurance & Bonds	28,129.00-
<u>CVR LGL BILL-FARM PRK</u>							
BA 516	8/09/2011	1010	2100		8070.0000	Legal/Trial Ct Apt Att Fe	4,450.00
BA 516	8/09/2011	1010	2530		5740.0000	State Revenue Sharing	4,450.00-
<u>REFLECT CNTRCT W/GH CTY</u>							
BA 517	8/09/2011	1010	2250		6080.0000	Departmental Services	49,479.00-
BA 517	8/09/2011	1010	2250		7040.0000	Salaries - Regular	17,149.00
BA 517	8/09/2011	1010	2250		7050.0000	Salaries - Temporary	6,520.00
BA 517	8/09/2011	1010	2250		7150.0000	Social Security	1,422.00
BA 517	8/09/2011	1010	2250		7160.0000	Hospitalization	3,107.00
BA 517	8/09/2011	1010	2250		7160.0020	OPRB - Health Care	326.00
BA 517	8/09/2011	1010	2250		7170.0000	Life Insurance	34.00
BA 517	8/09/2011	1010	2250		7180.0000	Retirement & Sick Leave	1,568.00
BA 517	8/09/2011	1010	2250		7180.0010	457 Plan Contribution	200.00
BA 517	8/09/2011	1010	2250		7190.0000	Dental Insurance	210.00
BA 517	8/09/2011	1010	2250		7200.0000	Worker'S Compensation	6.00
BA 517	8/09/2011	1010	2250		7220.0000	Unemployment	84.00
BA 517	8/09/2011	1010	2250		7230.0000	Optical Insurance	31.00

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<u>REFLECT CONTRCT W/GH CTY</u>							
BA 517	8/09/2011	1010	2250		7240.0000	Disability Insurance	47.00
<u>RECV'D FDS FOR SURVEY</u>							
BA 521	8/09/2011	2210	6311		6710.0000	Other Revenue	1,500.00-
BA 521	8/09/2011	2210	6311		8210.0000	Contractual - Other	1,500.00
<u>ADJ DC DRG CRT BDGT</u>							
BA 536	8/17/2011	2170	1361		5410.0040	State of MI - Judicial	61,909.00
BA 536	8/17/2011	2170	1361		6070.0000	Chrgs. For Serv. - Fees	25,000.00-
BA 536	8/17/2011	2170	1361		6990.1010	Oper Trans-General Fund	6,538.00
BA 536	8/17/2011	2170	1361		6990.2850	Oper Trans In - Comm Corr	34,513.00-
BA 536	8/17/2011	2170	1361		7040.0000	Salaries - Regular	223.00
BA 536	8/17/2011	2170	1361		7050.0000	Salaries - Temporary	2,643.00-
BA 536	8/17/2011	2170	1361		7150.0000	Social Security	2,304.00
BA 536	8/17/2011	2170	1361		7160.0000	Hospitalization	3,617.00-
BA 536	8/17/2011	2170	1361		7160.0020	OPEB - Health Care	28.00-
BA 536	8/17/2011	2170	1361		7200.0000	Worker's Compensation	73.00
BA 536	8/17/2011	2170	1361		7220.0000	Unemployment	323.00
BA 536	8/17/2011	2170	1361		7230.0000	Optical Insurance	48.00-
BA 536	8/17/2011	2170	1361		7240.0000	Disability Insurance	80.00-
BA 536	8/17/2011	2170	1361		7390.0000	Operational Supplies	7,042.00-
BA 536	8/17/2011	2170	1361		8030.0060	Interpreter Fees	395.00
BA 536	8/17/2011	2170	1361		8600.0000	Travel - Mileage	100.00-
BA 536	8/17/2011	2170	1361		8650.0000	Gas And Oil	1,900.00
BA 536	8/17/2011	2170	1361		8680.0000	Vehicle Insurance	594.00-
<u>ADJ EECBG GRNT TO CY</u>							
BA 537	8/17/2011	2750	2930		5050.0000	Fed. Grants-Public Safety	30,000.00
BA 537	8/17/2011	2750	2930		8080.0000	Service Contracts	379,599.00
BA 537	8/17/2011	2750	2930		9800.0000	Office Furniture & Equip.	409,599.00-
<u>INC IN FEE ACTIVITY</u>							
BA 538	8/17/2011	6360	2580		6080.0060	e-Comm.- Convenience Fees	13,000.00-
BA 538	8/17/2011	6360	2580		7160.0000	Hospitalization	110,617.00-
BA 538	8/17/2011	6360	2580		7180.0000	Retirement & Sick Leave	7,955.00-
BA 538	8/17/2011	6360	2580		7190.0000	Dental Insurance	2,986.00-
BA 538	8/17/2011	6360	2580		7220.0000	Unemployment	2,994.00
BA 538	8/17/2011	6360	2580		8500.0000	Telephone	2,000.00-
BA 538	8/17/2011	6360	2580		9100.0000	Insurance & Bonds	3,574.00-

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<u>INC IN FEE ACTIVITY</u>							
BA 538	8/17/2011	6360	2580		9400.0000	Equipment Rental	4,597.00-
<u>IN-KIND CONTRIBUTION</u>							
BA 539	8/17/2011	2602	3110		5820.0000	Contrib Local-Pub. Safety	279,285.00-
BA 539	8/17/2011	2602	3110		8850.0000	On Behalf Payments-Local	279,285.00
<u>OVRRGE IN OFFICE SUPPL</u>							
BA 541	8/17/2011	2210	6020		4560.0010	Sewage Permits - Private	1,300.00-
BA 541	8/17/2011	2210	6020		7270.0000	Office Supplies	1,300.00
<u>RCVD ADDL FDS FRM LCC</u>							
BA 543	8/17/2011	2210	6048		6710.0000	Other Revenue	4,346.00-
BA 543	8/17/2011	2210	6048		7390.0000	Operational Supplies	250.00
BA 543	8/17/2011	2210	6048		8210.0000	Contractual - Other	989.00
BA 543	8/17/2011	2210	6049		7280.0000	Printing & Binding	100.00
BA 543	8/17/2011	2210	6049		8210.0000	Contractual - Other	3,007.00
<u>PUR CAMERAS W/GRNT \$</u>							
BA 544	8/17/2011	2210	6310		6710.0000	Other Revenue	209.00-
BA 544	8/17/2011	2210	6310		7390.0000	Operational Supplies	209.00
<u>REFLECT TRNSFR TO DB/DC</u>							
BA 569	8/17/2011	2210	6010		9990.2970	DB/DC Conversion	871,527.00
BA 569	8/17/2011	2970	8610		6420.0000	Sales	342,571.00-
BA 569	8/17/2011	2970	8610		6990.2210	Oper Trans In - Health	871,527.00-
<u>HLS 2009 GRANT PROG.</u>							
BA 573	8/22/2011	1010	4262		5050.0000	Fed. Grants-Public Safety	41,749.00-
BA 573	8/22/2011	1010	4262		7040.0000	Salaries - Regular	27,680.00
BA 573	8/22/2011	1010	4262		7150.0000	Social Security	1,961.00
BA 573	8/22/2011	1010	4262		7160.0000	Hospitalization	5,367.00
BA 573	8/22/2011	1010	4262		7160.0020	OPEB - Health Care	562.00
BA 573	8/22/2011	1010	4262		7170.0000	Life Insurance	55.00
BA 573	8/22/2011	1010	4262		7180.0000	Retirement & Sick Leave	2,502.00
BA 573	8/22/2011	1010	4262		7190.0000	Dental Insurance	363.00
BA 573	8/22/2011	1010	4262		7200.0000	Worker's Compensation	10.00
BA 573	8/22/2011	1010	4262		7220.0000	Unemployment	120.00

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<u>HLS 2009 GRANT PROG.</u>							
BA 573	8/22/2011	1010	4262		7230.0000	Optical Insurance	54.00
BA 573	8/22/2011	1010	4262		7240.0000	Disability Insurance	75.00
BA 573	8/22/2011	1010	4262		7390.0000	Operational Supplies	1,000.00
BA 573	8/22/2011	1010	4262		8600.0000	Travel - Mileage	1,500.00
BA 573	8/22/2011	1010	4262		8610.0000	Conferences & Other Travel	500.00
<u>INC TO INC.FUTURE DST</u>							
BA 576	8/22/2011	2550	2530		4450.0000	Int. & Penalties On Taxes	4,500.00-
<u>SCAN ARCHVED PLAT MPS</u>							
BA 577	8/22/2011	2560	2360		8080.0000	Service Contracts	1,400.00
<u>ADJ BDG FOR LCA GRANT</u>							
BA 581	8/22/2011	2744	7296		5610.0000	State Of Mich - Welfare	31,500.00-
BA 581	8/22/2011	2744	7296		8430.0000	Client Assistance Pymts	31,500.00
<u>ADJ BDG TO ACTL STATE</u>							
BA 589	8/22/2011	2800	7482		5610.0000	State Of Mich - Welfare	1,974.00
BA 589	8/22/2011	2800	7482		7160.0000	Hospitalization	1,974.00-
<u>TRANSFR 04-07 MEDICAIDE</u>							
BA 591	8/22/2011	2210	6010		9990.2970	DB/DC Conversion	871,527.00
<u>CVR FURNITURE REMDLNG</u>							
BA 600	8/25/2011	1010	1490		6010.0000	Court Filing Fees	4,000.00-
BA 600	8/25/2011	1010	1490		6020.0000	Misc Court Costs & Fees	10,000.00-
BA 600	8/25/2011	1010	1490		6070.0000	Chrgs. For Serv. - Fees	2,625.00-
BA 600	8/25/2011	1010	1490		7040.0000	Salaries - Regular	8,233.00-
BA 600	8/25/2011	1010	1490		7050.0000	Salaries - Temporary	4,202.00
BA 600	8/25/2011	1010	1490		7160.0000	Hospitalization	3,000.00-
BA 600	8/25/2011	1010	1490		8080.0000	Service Contracts	2,200.00
BA 600	8/25/2011	1010	1490		9800.0000	Office Furniture & Equip.	41,456.00
BA 600	8/25/2011	1010	2010		6999.3900	Rev. (Over)Under Expend.	20,000.00-
<u>MIGE SPNT ON SYNAR CK</u>							
BA 605	8/25/2011	2210	6049		6710.0000	Other Revenue	80.00-

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<u>MLGE SPNT ON SYNAR CK</u>							
BA 605	8/25/2011	2210	6049		8600.0000	Travel - Mileage	80.00
<u>UPGRD FOR DOC ROUTER</u>							
BA 612	8/25/2011	2560	2360		7390.0000	Operational Supplies	400.00
<u>RDC ALLOC-UNDR UTILZD</u>							
BA 615	8/25/2011	2170	1374		5410.0040	State of MI - Judicial	66,500.00
BA 615	8/25/2011	2170	1374		7390.0000	Operational Supplies	3,989.00-
BA 615	8/25/2011	2170	1374		8080.0000	Service Contracts	62,511.00-
<u>TRANSFER OF FDS FRM HOL</u>							
BA 620	8/25/2011	2609	3091		5050.0000	Fed. Grants-Public Safety	1,100.00
BA 620	8/25/2011	2609	3091		7090.0000	Overtime	1,000.00-
BA 620	8/25/2011	2609	3091		7150.0000	Social Security	100.00-
BA 620	8/25/2011	2609	3140		5050.0000	Fed. Grants-Public Safety	5,514.00-
BA 620	8/25/2011	2609	3140		7090.0000	Overtime	3,575.00
BA 620	8/25/2011	2609	3140		7150.0000	Social Security	373.00
BA 620	8/25/2011	2609	3140		7180.0000	Retirement & Sick Leave	1,544.00
BA 620	8/25/2011	2609	3140		7200.0000	Worker'S Compensation	10.00
BA 620	8/25/2011	2609	3140		7220.0000	Unemployment	12.00
<u>ADJ BASED ON ACTL HRS</u>							
BA 629	8/31/2011	2850	1520		6070.0150	Intensive Supervision Fee	31,904.00-
BA 629	8/31/2011	2850	1520		6070.0190	QUIL Reimbursement Fee	247.00-
BA 629	8/31/2011	2850	1520		6070.0300	Chgs/Serv-Commty. Service	2,842.00-
BA 629	8/31/2011	2850	1520		6760.0090	Reimb - Drug Testing	1,735.00-
BA 629	8/31/2011	2850	1520		7040.0000	Salaries - Regular	23,923.00-
BA 629	8/31/2011	2850	1520		7050.0000	Salaries - Temporary	4,125.00
BA 629	8/31/2011	2850	1520		7090.0000	Overtime	430.00-
BA 629	8/31/2011	2850	1520		7100.0000	Holiday	100.00-
BA 629	8/31/2011	2850	1520		7150.0000	Social Security	3,855.00-
BA 629	8/31/2011	2850	1520		7160.0000	Hospitalization	1,410.00-
BA 629	8/31/2011	2850	1520		7160.0020	OPHB - Health Care	458.00-
BA 629	8/31/2011	2850	1520		7170.0000	Life Insurance	175.00-
BA 629	8/31/2011	2850	1520		7180.0000	Retirement & Sick Leave	4,169.00-
BA 629	8/31/2011	2850	1520		7190.0000	Dental Insurance	1,248.00-
BA 629	8/31/2011	2850	1520		7200.0000	Worker'S Compensation	51.00-
BA 629	8/31/2011	2850	1520		7210.0000	Longevity	76.00
BA 629	8/31/2011	2850	1520		7220.0000	Unemployment	222.00-

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<u>ADJ BSED ON ACTL HRS</u>							
BA 629	8/31/2011	2850	1520		7230.0000	Optical Insurance	509.00-
BA 629	8/31/2011	2850	1520		7270.0000	Office Supplies	500.00-
BA 629	8/31/2011	2850	1520		7300.0000	Postage	960.00-
BA 629	8/31/2011	2850	1520		7390.0000	Operational Supplies	1,055.00-
BA 629	8/31/2011	2850	1520		8300.0000	Memberships & Dues	220.00-
BA 629	8/31/2011	2850	1520		8500.0000	Telephone	3,100.00-
BA 629	8/31/2011	2850	1520		8600.0000	Travel - Mileage	3,000.00-
BA 629	8/31/2011	2850	1520		8610.0000	Conferences & Othr Travel	335.00-
BA 629	8/31/2011	2850	1520		8650.0000	Gas And Oil	506.00-
BA 629	8/31/2011	2850	1520		8680.0000	Vehicle Insurance	646.00-
BA 629	8/31/2011	2850	1520		9100.0000	Insurance & Bonds	1,497.00-
BA 629	8/31/2011	2850	1520		9300.0000	Equipment Repairs	50.00-
BA 629	8/31/2011	2850	1520		9930.2170	9/30 Judicial Grants	34,513.00
<u>HGHR THN ANTCTD CSTS</u>							
BA 630	8/31/2011	2081	7510		9400.0000	Equipment Rental	3,000.00
<u>CVR BDG EXOPTN 8/2011</u>							
BA 631	8/31/2011	2870	7293		7160.0000	Hospitalization	5.00-
BA 631	8/31/2011	2870	7293		7160.0020	OPEB - Health Care	5.00
BA 631	8/31/2011	2870	7293	1000	6710.0000	Other Revenue	500.00-
BA 631	8/31/2011	2870	7293	1000	6760.0000	Reimbursements	8,000.00
BA 631	8/31/2011	2870	7293	3000	7040.0000	Salaries - Regular	1,517.00
BA 631	8/31/2011	2870	7293	3000	7150.0000	Social Security	61.00
BA 631	8/31/2011	2870	7293	3000	7160.0000	Hospitalization	1,578.00-
BA 631	8/31/2011	2870	7293	3000	7180.0000	Retirement & Sick Leave	98.00-
BA 631	8/31/2011	2870	7293	3000	7190.0000	Dental Insurance	98.00-
BA 631	8/31/2011	2870	7293	3000	7330.0010	WX Mat-Ener.Optimization	7,500.00-
<u>ADJ BDG TO CUR YR EST</u>							
BA 632	8/31/2011	6360	2580		6080.0060	e-Comm.- Convenience Fees	10,000.00-
BA 632	8/31/2011	6360	2580		7040.0000	Salaries - Regular	5,805.00
BA 632	8/31/2011	6360	2580		7150.0000	Social Security	1,121.00-
BA 632	8/31/2011	6360	2580		7160.0020	OPEB - Health Care	934.00
BA 632	8/31/2011	6360	2580		7170.0000	Life Insurance	195.00
BA 632	8/31/2011	6360	2580		7200.0000	Worker's Compensation	3.00
BA 632	8/31/2011	6360	2580		7230.0000	Optical Insurance	31.00
BA 632	8/31/2011	6360	2580		7240.0000	Disability Insurance	175.00

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INC FEES;STD LEAVE							
INC FEES;STD LEAVE							
BA 633	8/31/2011	2160	1410		5410.0040	State of MI - Judicial	2,100.00-
BA 633	8/31/2011	2160	1410		5630.0000	ADC Incentive Payments	11,773.00-
BA 633	8/31/2011	2160	1410		5700.0000	Co-Op Reimbursement	69,294.00
BA 633	8/31/2011	2160	1410		6020.0000	Misc Court Costs & Fees	104,000.00-
BA 633	8/31/2011	2160	1410		6020.0020	Misc Court Costs - FOC	9,000.00-
BA 633	8/31/2011	2160	1410		6020.0030	Drivers Lic Reinstatement Fee	700.00-
BA 633	8/31/2011	2160	1410		6070.0330	Chg for Serv-Non IV-D	6,000.00-
BA 633	8/31/2011	2160	1410		6070.0340	Chg for Serv-IV-D Judgmt	1,410.00
BA 633	8/31/2011	2160	1410		6990.1010	Oper Trans-General Fund	34,386.00
BA 633	8/31/2011	2160	1410		7040.0000	Salaries - Regular	34,736.00
BA 633	8/31/2011	2160	1410		7150.0000	Social Security	460.00-
BA 633	8/31/2011	2160	1410		7160.0000	Hospitalization	52.00
BA 633	8/31/2011	2160	1410		7160.0020	OPEB - Health Care	1,508.00
BA 633	8/31/2011	2160	1410		7170.0000	Life Insurance	257.00-
BA 633	8/31/2011	2160	1410		7180.0000	Retirement & Sick Leave	8,699.00
BA 633	8/31/2011	2160	1410		7180.0010	457 Plan Contribution	1,608.00-
BA 633	8/31/2011	2160	1410		7190.0000	Dental Insurance	3,067.00-
BA 633	8/31/2011	2160	1410		7200.0000	Worker'S Compensation	22.00
BA 633	8/31/2011	2160	1410		7220.0000	Unemployment	520.00
BA 633	8/31/2011	2160	1410		7230.0000	Optical Insurance	1,941.00-
BA 633	8/31/2011	2160	1410		7240.0000	Disability Insurance	2,235.00-
BA 633	8/31/2011	2160	1410		7270.0000	Office Supplies	2,000.00-
BA 633	8/31/2011	2160	1410		8090.0000	Counseling	800.00
BA 633	8/31/2011	2160	1410		8610.0000	Conferences & Othr Travel	1,321.00-
BA 633	8/31/2011	2160	1410		9100.0000	Insurance & Bonds	4,965.00-
PURCHASE WORK STATION							
BA 638	8/31/2011	2560	2360		7390.0000	Operational Supplies	800.00

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Resolution Regarding the Distribution of Convention Facility Tax Revenues to Counties

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Resolution Regarding the Distribution of Convention Facility Tax Revenues to Counties Under Public Acts 106 and 107 of 1985.

SUMMARY OF REQUEST:

Annual resolution detailing the use of convention facility tax revenue.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: ☐ Yes ☒ No

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: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 9/22/2011

The Ottawa County Board of Commissioners

of the County of Ottawa

Grand Haven, Michigan

**RESOLUTION REGARDING THE DISTRIBUTION OF CONVENTION FACILITY TAX
REVENUES TO COUNTIES UNDER PUBLIC ACTS 106 AND 107 OF 1985.**

At a meeting of the Board of Commissioners of the County of Ottawa, Ottawa County, Michigan, held at the Ottawa County Administrative Annex, Olive Township, Michigan in said County on September 27, 2011, at 1:30 p.m. local time.

PRESENT: Members -

ABSENT: Members -

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

WHEREAS, Public Act 106 and 107 of 1985, authorizes the distribution of convention facility tax revenues and County liquor tax rebates; and

WHEREAS, Public Act 2 of 1986, amends the Truth and Taxation Law to require Counties to reduce their base tax rate by the revenues received under Public Act 106 and 107; and

WHEREAS, the Counties may follow the Truth and Taxation hearings process to use the revenues for increased spending, but 50% of the revenues not used to reduce the millage rate is required to be used for substance abuse programs; and

WHEREAS, the appropriate calculations were made, and a Truth and Taxation hearing was not required; and

WHEREAS, it is currently estimated that approximately \$1,167,623 will be available for the County, subject to final action by the Michigan Legislature on the state budget,

THEREFORE, BE IT RESOLVED, to use the revenues from the convention facilities tax in accordance with the Public Act which mandates 50% allocation for substance abuse programs, and

BE IT FURTHER RESOLVED, that the County will strive to use the 50% County portion as matched dollars for substance abuse programs within Ottawa County or for general County operations.

YEAS: Members -

NAYS: Members -

ABSTAIN: Members -

RESOLUTION DECLARED ADOPTED.

Chairperson, Philip Kuyers

County Clerk, Daniel Krueger

Certification

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on September 27, 2011, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this _____ day of _____, A.D., 2011.

County Clerk, Daniel Krueger

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Setting of Public Hearing on the 2012 Ottawa County Budget

SUGGESTED MOTION:

To approve setting the public hearing on the 2012 Ottawa County budget for Tuesday, October 11, 2011, to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive, at 1:30 p.m.

SUMMARY OF REQUEST:

The Uniform Budgeting and Accounting Act requires a public hearing before the adoption of the budget.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: ☐ Yes ☒ No

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

Objective: 2: Implement processes and strategies to deal with operational budget deficits.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 9/22/2011

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Wage and Benefit Adjustments for County and Court
Unclassified and Group T Employees for 2012

SUGGESTED MOTION:

To approve the following wage adjustments for County and Court Unclassified Employees (Excluding Elected Officials, Judges and the Board of Commissioners) and Group T Employees for 2012:

- a. Wages: Effective January 1, 2012, increase the existing salary schedule by 1%.

SUMMARY OF REQUEST:

This recommendation is to provide for a 1% wage increase effective January 1, 2012 for County and Court Unclassified and Group T Employees. The wage adjustments for 2011 and 2012 for the Elected Officials and the Board of Commissioners was completed by the Officer's Compensation Committee and approved by the Board of Commissioners on July 27, 2010.

FINANCIAL INFORMATION:

Total Cost: General Fund Cost: Included in Budget: ☒ Yes ☐ No

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

Objective: 5: Continue the effective and efficient management of human resources.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 9/22/2011

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Tuition Reimbursement

SUGGESTED MOTION:

To approve the recommendation to suspend Tuition Reimbursement for the year 2012 and to review this recommendation in 2012 for the 2013 budget year.

SUMMARY OF REQUEST:

Request is to continue to suspend the Tuition Reimbursement Program for the 2012 budget year in response to the current budget situation.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: ☐ Yes ☒ No

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

Objective: 2: Implement processes and strategies to address operational budget deficits with pro-active, balanced approaches.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 9/22/2011

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Approval of Moving Re-designated Monies Into the Defined Benefit/Defined Contribution Fund

SUGGESTED MOTION:

To approve moving re-designated monies in Funds 2320, 2601, 2850, 2901, 2920, and in the Compensated Absences Fund, Infrastructure Fund and General Fund Balance Designation/Substance Abuse, in the total amount of \$3,000,000.00, into the Defined Benefit/Defined Contribution Fund, to be used to facilitate the transition of new employees into a Defined Contribution Pension Plan, at a time to be determined by the Ottawa County Board of Commissioners.

SUMMARY OF REQUEST:

County staff is proposing to move the re-designated monies listed above into the Defined Benefit/Defined Contribution Fund to offset future funding needs associated with this transition.

Those re-designated monies primarily were generated by General Fund transfers in past years and will not be needed in the future. The amounts to be used from the Compensated Absence Fund, Infrastructure Fund and the General Fund/Substance Abuse are items that can be reduced and still meet our obligations in the future. See the list of funds and amounts in the attached documentation.

FINANCIAL INFORMATION:

Total Cost: \$3,000,000.00 General Fund Cost: \$0.00 Included in Budget: ☐ Yes ☒ No

If not included in budget, recommended funding source: Fund Balance Transfer

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

☐ Mandated ☒ Non-Mandated ☐ New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

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

Objective: 2: Implement processes and strategies to address operational budget deficits with pro-active, balanced approaches. 3: Approve strategies to reduce the negative impact of rising employee benefit costs on the budget.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Additional Funding Options for DB/DC

Fund/Acct	Fund Name	Balance @ 12/31/10	Maximum Recommended Transfer	Source/Comments
2320	Transportation System	25,787	25,787	Balance began in 1992; assumed excess GF transfer
2601	Prosecuting Attorney Grants	25,092	25,092	Accumulated excess GF transfers
2850	Community Corrections	207,555	100,861	Accumulated excess GF transfers
2901	DHS	269,773	250,000	Accumulated excess GF transfers
2920	Child Care Fund	1,922,093	750,000	Accumulated excess GF transfers
2921	Child Care - Social Services	73,260	73,260	Accumulated excess GF transfers
2980	Compensated Absences	872,600	375,000	Sick bank liability actual different than original actuary estimate. Fluctuations in vacation payoff are captured with annual year end charges to vacation payoff account.
1010-3840.0040	GF FB Designation - Substance Abuse	1,799,480	1,000,000	Convention Facility Tax reserved amt in excess of 50% requirement per board initiative (discontinued in 2007).
	Infrastructure Fund	2,472,264	400,000	Will limit future loans to other units
	Estimated Available		<u>3,000,000</u>	

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Implementation of the Enterprise Resource Planning (ERP) System and Approval of the Agreement with Tyler Technologies, Inc.

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the agreement with Tyler Technologies, Inc. for the implementation of the Munis ERP system at a total cost of \$1.6 million.

SUMMARY OF REQUEST:

The ERP Steering Team has been leading a task to evaluate a new ERP system for the County. Our current system is 20 years old and is using AS400 technology; new systems use .NET or Windows environment technology. Our current vendor has encouraged us to migrate to this new environment. The ERP Steering and ERP Committee reviewed three proposed systems through demonstrations after evaluating the Request For Proposal responses we received. We selected Munis Systems to be our vendor of choice.

The cost of the full implementation of the project is \$1.6 million that includes consulting fees, hardware, software, implementation and backfill for our internal project manager. See included memo dated September 13, 2011 for the detail of the costs. The estimated implementation time is 18 - 24 months.

FINANCIAL INFORMATION:

Total Cost: \$1,600,000.00 | General Fund Cost: \$130,000/yr | Included in Budget: ☒ Yes | ☐ No

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

Objective: 2: Implement processes and strategies to address operational budget deficits with pro-active, balanced approaches.

ADMINISTRATION RECOMMENDATION: ☒ Recommended | ☐ Not Recommended | ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



County of Ottawa

Fiscal Services Department

Robert Spaman
Fiscal Services Director

Marvin Hinga
Fiscal Services Assistant Director

12220 Fillmore Street • Room 331 • West Olive, Michigan 49460

West Olive (616) 738-4847

Fax (616) 738-4098

e-mail: rspaman@miottawa.org

mhinga@miottawa.org

Date: September 13, 2011

To: Chair Kuyers and the Board of Commissioners
Al Vanderberg, County Administrator

From: Robert Spaman, Fiscal Services Director

Subject: Enterprise Resource Planning (ERP) Project Update

Since our first discussion in January 2011, many meetings and activities have occurred to help us come to recommend Munis Systems as our final vendor selection. We participated in several demos on the part of four vendors who completed a Request for Proposal (RFP) that filled a three inch binder once the vendors answered all of our 4000+ questions. The RFP and demos were reviewed with our 17 member ERP Project Committee and a six member ERP Project Steering Team. The entire process, so far, has taken a full year. Our primary goal was to select a vendor that would serve the County's needs for many years as well as grow with future needs as they occur. This has been a very deliberate and thought out method to come to this point. We wanted to find a great business partner and with Munis Systems, we feel that we have found that partner.

At our first meeting, we came with a cost proposal having some idea of the amount of money we would like to spend on hardware, software, implementation and consultant fees. That request was for just under \$1 million for those four components. With five responses to our RFP, four of the five proposals came within our budget. Of the four, we eliminated one as lacking what we needed for a successful implementation. After a demo of the Munis System and having seen a slightly shorter demo by the other two vendors, Eden Systems and New World, there was unanimous approval for the Munis ERP software.

We have negotiated the contract with the parent company, Tyler Technologies, and generally received everything we asked for in changes that support our needs on payment terms, future collaboration issues and several other minor issues.

On the cost side we received a price of \$1.25 million from Munis for software and implementation costs which has exceeded what we indicated in our first estimate of the project. Adding the hardware, consultant costs and internal project management backfill, we are at \$1.6 million. The following reasons are some of the causes for the increase in the cost over the original estimate:

- 1) **CONVERSION** - Conversion costs for what we need converted from our current AS/400 New World software is \$143,000 to move to a Windows environment. We will require additional years, up to 20 years, of conversion while we were hoping for much less when we first estimated our costs.
- 2) **MODULES** - During our demonstrations of the Munis software, we were very impressed with several of their modules that we did not know any vendor had including several e-modules such as e-vendor, e-employee, etc. that are self service modules that will eventually save our staff throughout the county a great deal of time. Also, the reporting functions of any software were a great unknown last spring. The reporting and dashboard capabilities are remarkable and will be a staff time saver in the future. Total additional is difficult to measure but \$75-\$100 thousand is anticipated. By purchasing the software now as opposed to later, we get it for ½ the regular price as the vendor has reduced the cost of all software in the attempt to meet our budget.
- 3) **MODIFICATIONS** - Since we are progressive, we inquired about some modifications to some modules to better modernize and streamline our entity. These costs will probably add \$29,700 to our total costs. Some modifications we decided not to implement after carefully analyzing the cost vs. benefit of the modification. Other modifications included a wish list that the vendor chose not to quote at this time. We will continue to pursue those modifications through the user's group in the future. These modifications will save labor costs in the future.
- 4) **IMPLEMENTATION** - Implementation costs are always hard to predict due to the sophistication of the software these days and what condition our current systems are in to bring up to modernization. Since we are somewhat behind in certain areas (Grant Accounting) and have layered several sub-systems (Cashiering) on our current system there's much work that will be done with the vendor's implementer. Grants in particular is a great unknown. The cost for that part of the implementation alone is \$163,000 with up to \$60,000 of cushion if the project moves faster than we might expect. This piece of the implementation will last from the beginning of this 18-24 month project to the end of the implementation. Our cashiering systems has several inputs from other systems including BS&A, Fidler, Webtecs, Justice system among others adding \$10,000.
- 5) **OTHER SERVICES** – Other services including a review of our chart of accounts involving some major changes in this area, database administration, imports and exports of several systems, some changes in our cashiering workstations as well as the vendors project management and implementers travel to Ottawa County are covered under other services. The total for these other services are \$265,464. These services are about \$100,000 greater than we initially expected.
- 6) The total project cost includes \$150,000 for internal project management. Marv Hinga, Assistant Fiscal Services Director, will serve as internal project manager and the \$150,000 will cover the two years of backfill cost for a portion of his position. Internal project management, a critical piece for successful completion on time and at or under budget, has been determined that we need a full-time person dedicated to the project.

A recap of the costs are:

1) Third party expenses (Pre-planning costs) to do a	
a) needs assessment,	
b) schedule and conduct pre-Request For Proposal (RFP)	
demos for staff,	
c) write the RFP,	
d) review the responses to the RFP and recommend	
the vendors to consider,	
e) conduct the Munis demo	
f) handle all questions and answers with Munis on	
after demo wants and needs	
g) and negotiate a contract with Munis	\$ 120,000
2) Hardware	80,000
3) Software	407,245
4) Implementation*	813,464
5) Employee Backfill	150,000
6) Contingency at 2%	<u>29,291</u>
 Total Cost	 \$1,600,000

* Implementation includes conversion of current data, implementer's time and travel expenses, external project management, and training of users.

While the costs are higher than we first proposed last spring, the additional modules and associated implementation along with the modifications we have asked for will greatly enhance the services provided by Fiscal Services and Human Resources. This will also be necessary for any collaborative efforts with other municipalities that wish to contract with Ottawa County. Our present software will not accommodate any of these efforts and the other vendors do not appear to have that capacity as well. We also still feel that as we become more comfortable with the software and people leave the County, we will be able to reduce staff and be more efficient.

The funding sources for this project include the Management Information Services (MIS) Fund for the \$120,000 for the Pre-planning costs, the Fiscal Services (FS) Department for the \$150,000 cost for the backfill position for up to two years and the balance will be capitalized in the Equipment Pool Fund with Fiscal Services expensing 1/10th of this expense over the next ten years. The MIS and the FS expenses are allocated to various departments in the General Fund and funds annually. Thus the General Fund will not absorb the total cost of this project over the next ten years.

While we cannot predict what will happen in the next 15 years, we are comfortable at this time that the software and the vendor will allow us to adapt to any changes and challenges we may have in the future.

AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2011 ("Effective Date") by and between **Tyler Technologies, Inc.**, a Delaware corporation with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and **County of Ottawa**, with offices at 12220 Fillmore Street, West Olive, Michigan 49460 ("Client").

In consideration of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business and Tyler authorized purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date (Tyler acknowledges disclosure of the County Road Commission and County Drain Commission both of which share the same tax identification number as the Client). In the event the Client desires to perform functions or processing for other subdivisions or entities, Tyler will for a period of three (3) years from the Effective Date extend to the Client a 50% discount off then-current license fees for the Tyler Software Products based on the size of the new entity. Fees for Professional Services, Maintenance Services, and Third Party Products shall be additional at Tyler's then current rates and fees.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes and maintenance of a duplicate environment for training/testing purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$700) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Limited Warranty. For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process (Tyler’s current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client’s sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

4. Intellectual Property Infringement Indemnification.

a) Tyler’s Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client’s Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler’s Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client’s continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;or
 - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

5. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments (Tyler shall aggregate hours in computing the half and full day increments).
- b) Payment is due within thirty (30) calendar days of invoice receipt.
- c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at the rates in the Investment Summary until the earlier of i) six (6) months from the date set forth in the mutually developed project plan (but such date not later than October 1, 2013) for the first productive use of all of the Tyler Software Products using actual Client data ("Live Production"), unless Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or (ii) six (6) months from the first day of Live Production. Thereafter, any additional services shall be billed at Tyler's then current rates.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data,

interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel (Tyler shall use good faith efforts to re-assign its personnel).

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client. Client shall have the right to require that a different person be assigned to fulfill a services role if the assigned Tyler Project Manager or other onsite employee is not attaining expected results or, if for any other reason, is deemed unsuitable by the Client, provided, however, Tyler may at its option refer the issue to the Dispute Resolution process set forth in this Agreement. Both parties shall work towards a mutually agreeable remedy in the event of a change in Project Manager or employee, including the effect upon the timelines and milestones set forth in the implementation plan, and the project manager's participation level.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 for the initial nine (9) annual renewals will accord with the following schedule:

- 1st Renewal – increase of 0% of the undiscounted Year 1 Maintenance Fees;
- 2nd Renewal – increase of 3% of the Maintenance Fees for the previous year;
- 3rd Renewal – increase of 4% of the Maintenance Fees for the previous year;
- 4th Renewal – increase of 4% of the Maintenance Fees for the previous year;
- 5th Renewal – increase of 5% of the Maintenance Fees for the previous year;
- 6th Renewal – increase of 5% of the Maintenance Fees for the previous year;
- 7th Renewal – increase of 5% of the Maintenance Fees for the previous year;
- 8th Renewal – increase of 5% of the Maintenance Fees for the previous year; and
- 9th Renewal – increase of 5% of the Maintenance Fees for the previous year.

3. Payment.

- a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
- b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of Section C Maintenance Agreement, including materials and expenses, will be billed to Client at Tyler's then current rates.
- c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's

payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler

agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the “Third Party Products”).

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.
- c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will

facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Article 19 of Section E General Terms and Conditions. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and

goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing

(unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
370 US Route 1
Falmouth, ME 04105
Attention: Contracts Manager

County of Ottawa
12220 Fillmore Street
West Olive, MI 49460
Attention: Finance Director

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age,

sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

a) Tyler shall invoice Client \$74,014 upon the Effective Date. Such amount equals 25% of the Software fees.

b) Tyler shall invoice Client \$161,528 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:

50% of the Software fees (\$148,028)

100% of the Tyler Unlimited Client Access License (\$13,500)

c) Tyler shall invoice Client \$302,964 (such sum equals 25% of the Software fees for the Tyler Software Products (\$74,014), 100% of the Data Conversion fees (\$135,200), and 100% of the Project Management fees (\$93,750) upon the earlier of:

(i) the date set forth in the mutually developed project plan (but such date not later than October 1, 2013) for the first productive use of all of the Tyler Software Products using actual Client data ("Live Production"), unless Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or

(ii) the first day of Live Production.

d) Tyler shall invoice Client respective Hardware fees upon delivery of such Hardware.

e) Tyler shall invoice Client \$19,424 upon installation of the Tyler Software Products. Such sum equals:

100% of the year 1 maintenance fee for Tyler Unlimited Client Access (\$1,650)

100% of the year 1 OS/DBA Contract Services fee (\$16,724)

f) Tyler shall invoice the Project Planning Services fee of \$6,000 upon delivery of the Implementation Planning document.

g) Tyler shall invoice the Install Fee upon completion of the installation.

j) Tyler shall invoice the Tyler Forms Processing – Configuration Fee upon completion of the configuration.

h) Tyler shall invoice the Tyler Forms Library Fees upon delivery of the respective library.

i) Tyler shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

j) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

k) Payment is due within thirty (30) days of the invoice date.

l) The year 1 Maintenance fees of \$65,504 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

m) The year 1 Payroll Tax Table Update fee of \$1,000 for the one (1) year period commencing upon installation of the Tyler Software is hereby waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Disaster Recovery. Disaster Recovery service will renew automatically for additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

30. Operating System/Database Administration. OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

31. Annual Payroll Tax Table Update. Annual Payroll Tax Table Update service will renew automatically for additional one (1) year terms at Tyler's then-current Annual Payroll Tax Table Update service fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

32. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

33. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Intentionally Omitted
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 – Client's Request for Proposal
- Exhibit 7 – Tyler's Proposal
- Exhibit 8 – Request for Clarifications

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

County of Ottawa

By: _____

By: _____
Philip Kuyers, Chairperson, Board of Commissioners

Name: _____

Date: _____

Title: _____

By: _____
Daniel C. Krueger, County Clerk

Date: _____

Date: _____

Exhibit 1

Investment Summary

Investment Summary follows this page.

[TO BE INSERTED]

Exhibit 2

Exhibit 2 is intentionally omitted.

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-6:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Greg Mehlhorn (greg.mehlhorn@tylertech.com)	(X4391)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Agent will provide an employee with the lowest available airfare within two hours before or after the requested departure time. If a net savings of \$100 or more is possible through an alternate flight with not more than one stop, the flight with the lower fare should be accepted. Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking one piece of baggage will be fully reimbursed, provided it is directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at a rate of \$.555 per mile plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

Tyler's Travel Agent will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Fairfield Inn, Hampton Inn and Holiday Inn Express. If the customer has a discount rate with a local hotel, notify Tyler's Travel Agent as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Employee meals while on travel status are reimbursable in the form of a flat per diem rate. The reimbursement rates for individual meals are as follows:

Breakfast	\$ 7.00
Lunch	12.00
<u>Dinner</u>	<u>30.00</u>
Total	\$49.00

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner
Return Day	

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 8:00 p.m.	Breakfast and lunch
Return after 8:00* p.m.	Breakfast, lunch and dinner

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: July 3, 2011

Exhibit 5

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11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as

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11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

County of Ottawa

By: _____

By: _____
Philip Kuyers, Chairperson, Board of Commissioners

Name: _____

Date: _____

Title: _____

By: _____
Daniel C. Krueger, County Clerk

Date: _____

Date: _____

Exhibit 6 – Client’s Request for Proposal

Client’s Request for Proposal dated March 31, 2011 for ENTERPRISE RESOURCE PLANNING SYSTEM FINANCIAL AND HUMAN RESOURCES (“RFP”) is incorporated by reference.

Exhibit 7 – Tyler’s Proposal

Tyler’s PROPOSAL FOR: County of Ottawa, MI Enterprise Resource Planning System / Financial and Human Resources, dated May 16, 2011 submitted in response to Client’s RFP (“Proposal”) is incorporated by reference.

Exhibit 8 – Request for Clarifications

[TO BE INSERTED]

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: Michigan Works!

Submitted By: Keith Van Beek

Agenda Item: Lease Extension/Amendment for MiWorks! at 115 Clover Street

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the extension and amendment of the current MiWorks! lease with Huntington Bank at 115 Clover Street from October 1, 2012 through September 30, 2014, with funding from MiWorks!

SUMMARY OF REQUEST:

There are two portions to the attached request; an extension of the current lease for Suite 200 at 115 Clover Street and an amendment of the current lease to accept the in-kind gift of Suite 201 at 115 Clover Street.

The lease extension retains a flexible "out" clause that is necessary due to uncertain federal and state funding. It also includes a 3% increase in base rent effective 10/1/2012.

The amended lease accepts use of approximately 4,000 square feet of space to support various services as outlined in the attached memorandum. The expected cost for this space is minimal.

All funds for the lease extension and amendment are covered with MiWorks! funding, and the Workforce Development Board has already approved both the extension and amendment.

FINANCIAL INFORMATION:

Total Cost: General Fund Cost: \$0.00 Included in Budget: ☒ Yes ☐ No

If not included in budget, recommended funding source: MiWorks!

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

☐ Mandated ☒ Non-Mandated ☐ New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 9/6/2011



Ottawa County WorkForce Board
Training and Program Team
July 12, 2011

Review: Huntington Bank In-kind Gift

For several weeks we have been in discussion with Huntington Bank regarding an in-kind gift of facility space, specifically, Suite 201, 115 Clover St. Approximately 4000 square feet of unfurnished space would be given to us for the purpose of supporting Adult Learners (particularly those lacking GED/HS diploma level credentials, English language proficiency and basic employability skills) and Jobseekers with services designed to accelerate their return or entry into the regional workforce. This brief review provides information to the Training and Program Team so that a recommendation can be made to our full Board on actions to take with respect to the Huntington Bank proposal.

Need and Rationale:

There is both a need and a rationale for expansion of facilities which support these types of services in our County and Region. Data gathered by numerous organizations (including OCMWA, Ottawa Area ISD, WMSA, and the State and Federal agencies) indicate that there is a general deficiency in work skills and applicable credentials at the national, regional and local level. Our own Ottawa County residents and Michigan Works clients evidence these same deficiencies (see attached July, 2011 report on Educational and Skills levels of current OCMWA clients and citizens of Ottawa County).

Also note that while WIA requires that our agency is demand-driven (that is, responsive to the needs of employers and businesses) there is a twin mandate under WIA to serve those "most in need" for services. As available funds continue to shrink, and as our most prepared clients obtain employment locally, we will need to answer to this constituency. Our primary response to this mandate and constituency (outside of the WIA Youth Program and some of the elements of our WIA Dislocated Worker Program) has been to refer needy clients to Adult Ed Services and other community resources.

For several years we have also served those "most in need" in Holland through in-kind support in gifts of facilities, computers, furnishings and custodial and building services for Zeeland Adult Ed's delivery of GED and ESL classes at our 115 and 121 Clover sites. These in-kind gifts are estimated at a value of \$30-40k annually. In Grand Haven we have provided \$45-50k annually in funding support for the Grand Haven Gospel Chapel's GED program. As of this program year, we are planning to continue to provide in-kind support for the GED and ESL classes in Holland (which will now be delivered by Sparta Area Schools) and \$40k in grant funding, also to be provided to Sparta to facilitate their delivering GED and ESL services at St. Patrick's church in Grand Haven. Note that St. Pat's is also one of our Michigan Works Access Points.

Huntington Proposal:

We have been working with Lou Matt, VP for Corporate Real Estate at Huntington Bank in Columbus to determine just what the Bank would be willing to do for us in the way of an in-kind gift of facility space. As we currently rent Suite 200 in Building 115, Lou is proposing an extension and amendment of the lease that would essentially incorporate the new space (Suite 201) into the existing lease, with no additional cost for base rent for the new space, and no increase in any costs for Suite 200 or 201 until October 2012.

In detail, Huntington is proposing:

1. Amendment and extension of the existing lease for Suite 200, 115 Clover, for an additional two years (current lease end date = 9/30/12; new lease end date = 9/30/14)
2. Amended lease would incorporate Suite 201 at no cost for base rent, with occupancy of the new space targeted for Fall, 2011.
3. Amended lease would seek a 3% increase over current base rent for our current space in Suite 200, 115 Clover (current monthly base rent \$3332.29; a 3% increase = \$99.97/mo.) This would be effective 10/01/2012 with no change in base rent until that time.
4. Amended lease would establish a separate pro-rata share of Operating Costs* based on a multiplier of 7.54% of the total share of premises in the Clover Commons complex which would be applied starting with a base year of 2011 (so an assessment for increased Operating Costs, if assessed, would apply to Suite 201 at the end of the first year of an extended lease, October, 2013). The pass-through of Operating Costs on a pro-rated basis is part of the standard lease for all tenants of the Clover Commons buildings.

*NOTE: Operating Costs include "pass-through" charges to all tenants at the Clover Campus based on increased maintenance costs (such as striping the parking lot, cleaning windows, etc.) between the established base year (2009 for Suite 200; 2011 for Suite 201) and current year. We have experienced no "pass-through" charges from Huntington since we have occupied the buildings at the Clover Commons. According to Huntington, the maximum increase has been in the range of 3% above base Operating Costs. The lease between the parties provides a complete agreed upon definition of operating costs.

*To calculate potential increase in operating costs for Suite 200 (for example):

- Take the 2009 base Operating Costs of roughly \$268k for the entire campus;
- Take the current year (2011) total Operating Costs (let's assume \$276k) and subtract from 2009 Operating Costs. The net difference is +\$8k, an increase of ~3%.
- Multiply the net difference (if positive) times the existing % tenant share of the pass-through of Operating Costs increase (8.62% for Suite 201).
- This is the total amount assessed for current year ($.0862 * \$8000 = \689.60)

5. So, net increased cost from our current lease for Suite 200, Base rent = \$99.97/mo. or \$1200/year beginning October 1, 2012 assuming the parties amend and extend the lease; For Suite 201, Base rent = \$0; Operating Costs pass-through share maximum: \$48/mo. or \$576/year for Suite 201 based on a 2011 base year and a 7.54% share of Operating Costs at the Clover Campus.

Summary:

The table below summarizes what it would cost us (given the facts and reasonable assumptions above) for the additional space in Suite 201 plus the extension of the lease for space in Suite 200, through September of 2014.

Item	Cost	What we gain
Extended lease of existing space (Suite 200)	Increase in monthly base rent of \$99.97 (3%) above current, starting 10/12 Note: no change to pass-through costs for Suite 200	Occupancy of Admin offices to continue on our common campus next to Holland Service Center, <u>which greatly facilitates operational efficiency and effectiveness</u>
Additional space for service to those "most in need" (Suite 201)	Base rent: \$0 Potential pass through costs max: \$576 one-time, annual, eff. 10/13 IT setup costs: \$1300, eff. 09/11 Furnishings: \$0* Custodial: \$0* * To be funded via grants or provided by occupants	Opportunity to gain ~\$35.5k total annual in-kind gift to expand services, connect to community and service providers, while creating more space in Suite 200 for other OCMWA functions at <u>minimal</u> cost; Enhanced regional impact through partnerships with regional players such as GRCC, WMSA, Adult Ed Regional Collaboratives, etc.
TOTALS		
Suite 200: + \$99.97 in monthly base rent (= \$1200 annual or \$2400 over the two year extension), effective October 2012		
Suite 201: \$1300 in initial IT setup in September 2011; maximum increase in pass-through of Operating Costs = \$576 annual cost, effective October 2013		
First year (Sept 2011 – Sept 2012): \$1300 total		
Second year (Oct 2012 – Sept 2013): \$1200 total		
Third year (Oct 2013 – Sept 2014): \$1776 total		

Based on the above summary, we respectfully request consideration by the Training and Program Task Team to recommend consideration and approval of this proposal to the full Workforce Board at its next meeting, July 26, 2011.

Suggested Motion from Workforce Development Board agenda of 7/26/11: To approve an extension of the current OCMWA lease with Huntington Bank for Suite 200 at 115 Clover Street, Holland, MI and to amend our current lease to include Suite 201 at 115 Clover Street, Holland, MI. The extension and amendment to run from October 1, 2012 through September 30, 2014 at a cost not to exceed \$4,500.

Excerpt from Workforce Development Board minutes of 7/26/11: Huntington Bank lease extension/ amendment – The lease extension/amendment includes an in-kind gift from Huntington for an additional 4,000 sq ft of space at 115 Clover. The space will be used primarily for Adult Education classes run by Sparta Public Schools. Approval includes extending the current lease to 2014. **A motion was made and seconded (Occhipinti/Packer) to approve the lease extension/amendment. Motion carried.**

SPECIAL USE OF SITE AGREEMENT

This *Special Use of Site Agreement* ("Agreement") is by and between the Ottawa County Michigan Works Agency (hereafter OCMWA), with offices located at 115 Clover St., Suite 200, Holland, MI 49423 ("Providing Entity") and the _____, having its offices and place of business at _____, ("Requesting Entity"). As used in this Agreement, the terms Providing Entity and Requesting Entity also include their predecessors, successors, assigns, affiliates, subsidiaries, trustees, officers, directors, representatives, agents, employees, board members, insurance carriers, individually and jointly, and their attorneys.

PREAMBLE

The Providing Entity desires to be a voluntary participant in assisting the Requesting Entity to make intermittent use of the Providing Entity's leased premises located at 115 Clover St., Suite 201, Holland, MI 49423, including but not limited to (describe type of activities) in the closed office areas. The purpose of this Agreement is to memorialize in writing the terms and conditions under which the Providing Entity is willing to provide its facility located in that portion of second floor of 115 Clover Street, Holland, Michigan 49423, known as Suite 201.

TERMS AND CONDITIONS OF AGREEMENT

1. **Request for Assistance.** The Requesting Entity desires to make use of the space described above from _____ through _____ of each week from approximately 8:00 a.m. to 5:00 p.m. for a period of _____ weeks per year.
2. **Multiple Use of Site.** The Providing Entity does not guarantee to Requesting Entity exclusive possession or use of the Site and reserves the right to also allow other individuals and/or entities the use of the Site.
3. **Requesting Entity's Acknowledgement of Lease Conditions.** Requesting Entity acknowledges that it has been provided access to, has read and understands the conditions of the lease between Huntington National Bank and Ottawa County on behalf of Ottawa County Michigan Works Agency for the premises located at 115 Clover St., Suite 200, Holland, MI 49423, dated May 1, 2009 and all amendments thereto covering the premises and adding Suite 201 of the same location. Requesting Entity further represents and agrees that its use of the premises identified in that lease and the amendments thereto will not violate any conditions of that lease or the amendments.

4. **Site Manager.** The Requesting Entity will regularly keep Providing Entity informed of its designated Site Manager and, if appropriate, Floor Managers, who will be responsible to oversee and manage any and all individuals directed to the Site by the Requesting Entity and to oversee and manage all services and products being provided by the Requesting Entity at the Site. At all times during the Requesting Entity's use of the Site, the designated Site Manager and Floor Managers will be responsible to oversee and manage any and all individuals directed to the Site by the Requesting Entity and to oversee and manage all services and products being provided by the Requesting Entity at the Site. The Site Manager and Floor Managers must be an agent, representative, or employee of the Requesting Entity. Requesting Entity will promptly inform Providing Entity of any change in Site Manager or Floor Managers.

Requesting Entity will be responsible to establish in advance communication protocols with the Chief Executive Officer of the Providing Entity, or his/her designee, and Requesting Entity will be responsible for keeping Providing Entity informed at all times of all materially relevant matters relating to the use of the Site.

5. **Responsibilities of Requesting Party at the Site.** The Requesting Party shall ensure that it provides adequate staff to ensure proper management of all activities and will prevent disruptions to other tenants of the building.

6. **Insurance.** The Requesting Entity shall deposit with the Ottawa County Insurance Authority a Certificate of Coverage demonstrating that Requesting Entity maintains the following minimum coverage:

A. Worker's Compensation Insurance
Minimum statutory amount

B. Comprehensive General Liability Coverage
Not less than \$1,000,000 (one million dollars) Single Limit
Personal Injury, Bodily Injury, Personal and
Contractual Liability Injury and Property Damage

C. Broad Form Property Damage on Premises known as 115 Clover St., Suite 201,
Holland, MI 49423
Not less than 100,000 Single Limit

It is agreed that the Requesting Entity agrees to Ottawa County providing to Huntington National Bank with a copy of Requesting Entity's Certificate of Coverage. It is also agreed that in the event that any carrier of such insurance exercises cancellation, notice will be made immediately to the Providing Entity, which shall notify Huntington National Bank.

7. **Waiver.** The Requesting Entity waives all claims against the Providing Entity for compensation for any loss, damage, personal injury, or death occurring to an individual, equipment, and/or property of the Requesting Entity arising out of the Requesting Entity's use of the Site.

8. **Hold Harmless.** The Requesting Entity, except to the extent that such claims or actions arise out of any willful and wanton misconduct or grossly negligent action on the part of the Providing Entity, will indemnify, defend, and hold harmless the Providing Entity and its directors, officers, employees, agents, successors, and permitted assigns from and against any and all claims, suits, actions, assessments, losses, diminution in value, liabilities, taxes, fines, penalties, damages (compensatory, consequential, direct, indirect, and other), costs, and expenses (including reasonable legal fees) ("Losses"), in connection with or resulting from one or more of the following: Requesting Entity's use of the Site; Requesting Entity's provision of products and services at the Site; or otherwise arising out of this Agreement or the relation of the parties pursuant thereto.

9. **Effective Date and Term of Agreement.** This Agreement will be effective between the signatories of this Agreement upon the date the last of such signatories executes this Agreement. The Agreement will continue until terminated as provided herein.

10. **Termination.** The Requesting Entity or Providing Entity may terminate this Agreement upon thirty (30) days written notice to the other party. In no event shall this Agreement continue beyond April 30, 2014.

The Providing Entity reserves the right to terminate this agreement in whole or in part whenever for any reason, the Providing Entity shall determine that it is in the best interest of the Providing Entity. Any such termination shall be instituted by delivery to the Requesting Entity of a written notice specifying the extent to which the agreement is terminated and the date on which the termination becomes effective.

11. **Amendment.** This Agreement may only be modified or amended by a subsequent written agreement executed by the parties.

12. **Whole Agreement.** This Agreement constitutes the complete expression of the agreement between the parties. Any prior agreements or understandings on the matters addressed in this Agreement are rescinded, revoked, superseded, and terminated.

13. **Signatures.** The undersigned warrant and represent that they are duly authorized to bind the entity represented by the undersigned as a party to this Agreement.

OTTAWA COUNTY on behalf of MICHIGAN WORKS AGENCY (Providing Entity)

By: _____
Date

Its: _____

(Name of Requesting Entity)

By: _____
Date

Its: _____
Date

Attested to by:

Witness: _____
Date

User's Acknowledgment

State of Michigan
County of Ottawa, ss:

BEFORE ME, a Notary Public in and for said County and State, appeared _____, the _____ and _____ the _____ of the Tenant in the foregoing instrument, who acknowledged that he/she did sign the same for and on behalf of the Tenant, and with the requisite authority of said Tenant, and that the same is his/her free act and deed individually and the free act and deed of said Tenant.

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2011.

Notary Public

EXHIBIT A

OFFICE OF FOREIGN ASSETS CONTROL CERTIFICATION

a. Certification. [Insert Requesting Entity's name] (hereinafter "Requesting Entity") certifies that:

- (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign assets Control; and
- (ii) It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

b. Indemnification. Requesting Entity hereby agrees to defend, indemnify, and hold harmless Providing Entity from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Requesting Entity's Signature _____ Date _____

Providing Entity's Signature _____ Date _____

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease by and between **The Huntington National Bank**, a national banking association, ("Landlord") and the County of Ottawa, a municipality organized and doing business under the laws of the State of Michigan as ("Tenant"), is entered into this ____ day of _____, 2011

WITNESSETH

Whereas, Landlord and Tenant entered into an Office Lease for the premises ("Lease"); for the premises now known as Suite 200, containing 4,570 square feet in 115-119 Clover Commons complex at 115 Clover Avenue in Holland, MI 49423 for a term May 1, 2009 and ending September 30, 2010 and thereafter said lease was amended and extended by a certain First Amendment to Lease dated September 2, 2010 and;

Whereas, Tenant and Landlord desire to modify and extend and amend the Lease as more fully set forth below.

Now, therefore, in consideration of mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1 Basic Lease Provisions. Effective September 1, 2011 the Basic Lease Provisions contained in Section 1.02 of the Lease shall be, and hereby are, amended as follows:

- (a) C. Agreed Rentable Area in the Premises:
Suite 200- 4,570 square feet and Suite 201- 4,000 square feet, making the total rented premises 8,570 square feet
- D. Tenant Proportionate share: (based upon the Rentable area in the premises in relation to that in the Buildings) is agreed to be 16.17%
- (b) E. Term: Extended One (1) year and seven (7) months beginning October 1, 2012 and ending April 30, 2014, the ("Expiration Date")
- (c) F. Annual Base Rent: Shall remain as set forth therein at \$39,987.50 per year, until September 30, 2012 and shall increase by three percent (3%) annually on the first day of October 2013, to be paid in the manner set forth in the lease and herein below.

The parties specifically acknowledge that Suite 201 consisting of 4,000 square feet is being furnished to Tenant without the payment of base rent for the period beginning September 1, 2011 and ending April 30, 2014 with Landlord foregoing said base rent as a public service. The current market rent value of that space is \$ 8.75 square foot per year, or \$35,000.00, per year, and said value shall increase annually beginning September 1, 2012, by three (3%) percent each September 1.

- (d) G. Monthly Installments of Base Rent – Shall be payable in month
Installments of \$3,332.29 a month in advance on the first day of each month until September 30, 2011 and beginning October 1, 2012 until September 30, 2013 the monthly base rent shall be \$ 3,432.26 a month, increasing to a monthly base rent of \$3,535.23 on October 1, 2013 until the end of the term April 30, 2014.

2. The parties further agree that Tenant shall be permitted to continue to occupy that portion of the common area and elevator lobby area on the second floor of the building that Tenant currently occupies for its reception area – that space being outside the space or Premises leased by Tenant, among other things, without base rent, so long as the adjacent

space currently being marketed by Landlord for lease remains vacant and that the balance of Section 3 of the First amendment to lease shall be and is hereby deemed null and void without further force or effect.

3. Termination Right: Tenant shall continue to have the right to terminate this lease for the Leased premises described herein as Suite 200 at 115 Clover Ave In Holland, MI on ninety (90) days written notice to landlord, delivered in the form and manner required in the underlying lease between the parties in solely the event that the funding for the administrative offices of Ottawa County that occupies this space is withdrawn or no longer available to Tenant. Tenant shall furnish such reasonable confirmation said funding is no longer available to Landlord as Landlord may reasonably request as set forth in the First amendment to lease.

4. Operating Expenses: For the purposes of clarification the Tenant shall be continue to be liable for it pro-rated share of operating expenses as defined in Article III and paragraph 3.03 of the underlying lease. For Suite 200 Tenant shall continue to be obligated to pay its share of increases in operating expenses over the base year of 2009 as set forth in 3.03 (2) of the lease,

In calculating the share of operating expenses for which Tenant shall be responsible for Suite 201 the base year for making calculations in calculating increases in operating expenses for that space shall be 2011.

5. The parties represent no real estate broker has been involved in the in the amendment and extension of this lease by this Second Amendment to Lease.

6. Full Force and Effect. Except as herein specifically modified, supplemented and/or amended, all of the terms, covenants, and conditions of the Underlying lease of the parties Lease shall continue and remain in full force and effect, and together with the terms and conditions of this Second Amendment to Lease, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively of the Landlord and Tenant.

6. Each of the parties whose signatures appear below represent and warrant they have the authority to bind their respective organizations.

IN WITNESS WHEREOF, the parties hereto have executed this First Lease Amendment as of the day and year first written above.

Signed in the presence of
and attested to by:

Print Name: _____

Print Name: _____

Landlord: **The Huntington National Bank**

By: _____
Louis C. Matt, Jr.

Its: Vice President

Signed in the presence of
and attested to by:

Print Name: _____

Tenant: **Ottawa County for and on behalf of
Ottawa County Michigan Works! Agency**

By: _____
Print Name: _____
Its: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Landlord's acknowledgment

State of Ohio
County of Franklin, ss:

BEFORE ME, a Notary Public in and for said County and State, appeared The Huntington National Bank, the Landlord in the foregoing instrument, by Louis C. Matt, Jr., its Vice President, who acknowledged that he did sign the same for and on behalf of the Landlord, and with the requisite authority of said Landlord, and that the same is his free act and deed individually and the free act and deed of said Landlord.

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2011.

Notary Public

Tenant's Acknowledgment

State of Michigan
County of Ottawa, ss:

BEFORE ME, a Notary Public in and for said County and State, appeared _____, the _____ and _____ the _____ of the Tenant in the foregoing instrument, who acknowledged that he/she did sign the same for and on behalf of the Tenant, and with the requisite authority of said Tenant, and that the same is his/her free act and deed individually and the free act and deed of said Tenant.

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2011.

Notary Public

Action Request



Committee: Board of Commissioners

Meeting Date: 9/27/2011

Requesting Department: 20th Circuit Court

Submitted By: Greg Rappleye

Agenda Item: Board Appointment to Ottawa County Jury Board

SUGGESTED MOTION:

To appoint Sharon Smeyers as a member of the Ottawa County Jury Board, for a six year term beginning immediately and continuing through March 31, 2017.

SUMMARY OF REQUEST:

Pursuant to the terms of MCL 600.1301, the County Board of Commissioners is required to appoint members of the Jury Board "on recommendation of the Circuit Judges" of the County. By letter dated September 14, 2011, Chief Judge Edward R. Post has recommended the reappointment of Shannon Smeyers as a member of the three (3) person Jury Board. Copies of Judge Post's letter, the statute and applications are attached.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: ☐ Yes ☒ No

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

Objective: 1: Review and evaluate the organization, contracts, programs, systems, and services for potential efficiencies.

ADMINISTRATION RECOMMENDATION: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



TWENTIETH JUDICIAL CIRCUIT COURT
OTTAWA COUNTY

September 14, 2011

Philip D. Kuyers
Chairperson
County of Ottawa Board of Commissioners
12220 Fillmore Street
West Olive, Michigan
49460

Re: Jury Board

Dear Chairman Kuyers,

It is my pleasure to recommend Sharon Smeyers for reappointment to the Jury Board for Ottawa County. I am advised that Ms. Smeyers is experienced and well qualified for the position, as established by her past work on the Jury Board.

If you have any questions please feel free to contact me.

A handwritten signature in black ink, appearing to read "Edward R. Post".

Edward R. Post
Chief Judge
20th Circuit Court for Ottawa County

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.1301 Jury board; appointment; qualifications; terms; existing boards; vacancies.

Sec. 1301. (1) In counties having a population of less than 2,000,000, the jury board consists of 3 qualified electors of the county appointed by the county board of commissioners on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 2 of whom shall be members of the same political party. The appointments shall be for 6-year terms.

(2) In counties having a population of 2,000,000 or more, the jury board consists of 7 qualified electors of the county appointed for 6-year terms by the county executive, with the concurrence of the county board of commissioners, on recommendation of the circuit judges of the judicial circuit in which the county is situated, not more than 4 of whom shall be members of the same political party. The executive secretary and stenographer shall receive compensation in an amount fixed by the county board of commissioners.

(3) A jury board member who was appointed under this section and is serving as a member on the effective date of the 2000 amendatory act that amended this section shall continue to serve as a member of that jury board until a vacancy is created by expiration of term or otherwise. A new appointment or an appointment to fill a vacancy in a jury board shall be made as provided in subsections (1) and (2).

History: Add. 1968, Act 326, Eff. Nov. 15, 1968;—Am. 1969, Act 326, Eff. Sept. 1, 1969;—Am. 2000, Act 454, Imd. Eff. Jan. 9, 2001.

FILED

AUG 29 2011

DANIEL C. KRUEGER
OTTAWA COUNTY CLERK

Mr. Daniel Krueger
Ottawa County Clerk
12220 Fillmore Street, Room 130
P.O. Box 296
West Olive, MI 49460

Dear Mr. Krueger:

Please allow this letter to serve as the Ottawa County Republican Party's nomination of the following persons for the expiring seat on the Ottawa County Jury Board:

- 1) Sharon Smeyers (incumbent)
- 2) Marion Boyer
- 3) Janice Hodge
- 4) Steven Redmond

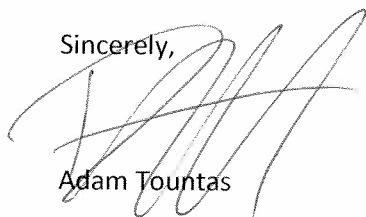
Separate letters of interest signed by the aforementioned individuals are enclosed with this correspondence for your reference. To the extent the Ottawa County Board of Commissioners desires to review those letters during the relevant selection process, please feel free to share the same.

In our estimation, each of the persons being nominated by this correspondence desire to serve, and are fully capable of performing the duties required of the expiring seat. Additionally, upon information and belief, none of them have been convicted of a felony or election crime.

Thank you for your attention to this matter. Should you have any questions or concerns regarding the enclosures, please contact the respective nominee directly.

Best regards.

Sincerely,



Adam Tountas

Chairman, Ottawa County Republican Party

Date:

FILED

AUG 29 2011

DANIEL C. KRUEGER
OTTAWA COUNTY CLERK

Mr. Daniel Krueger
Ottawa County Clerk
12220 Fillmore Street, Room 130
P.O. Box 296
West Olive, MI 49460

Dear Mr. Krueger:

The purpose of this letter is to express my desire to be considered for a position on the Ottawa County Jury Board.

I am capable of performing the duties of the position. Additionally, my schedule is flexible enough to permit me to effectively serve as a member of the Board. Finally, I have not been convicted of a felony or election crime.

If you should have any questions, I can be reached at the telephone number below.
Thank you for considering me for this position.

Sincerely,

Steve Redmond (Steve Redmond)

16531 Greenly St.
Holland, MI 49424

616-399-5520

Date: 8/23/2011

FILED

AUG 29 2011

DANIEL C. KRUEGER
OTTAWA COUNTY CLERK

Mr. Daniel Krueger
Ottawa County Clerk
12220 Fillmore Street, Room 130
P.O. Box 296
West Olive, MI 49460

Dear Mr. Krueger:

The purpose of this letter is to express my desire to be considered for a position on the Ottawa County Jury Board.

I am capable of performing the duties of the position. Additionally, my schedule is flexible enough to permit me to effectively serve as a member of the Board. Finally, I have not been convicted of a felony or election crime.

If you should have any questions, I can be reached at the telephone number below.
Thank you for considering me for this position.

Sincerely,

Marian Boyer

Marian Boyer
2920 Thistle Ct.
Holland, MI 49424

616-772-4059

mhboyer@netpenny.net

Date: *August 24, 2011*

FILED

AUG 29 2011

Mr. Daniel Krueger
Ottawa County Clerk
12220 Fillmore Street, Room 130
P.O. Box 296
West Olive, MI 49460

DANIEL C. KRUEGER
OTTAWA COUNTY CLERK

Dear Mr. Krueger:

The purpose of this letter is to express my desire to be considered for a position on the Ottawa County Jury Board.

I am capable of performing the duties of the position. Additionally, my schedule is flexible enough to permit me to effectively serve as a member of the Board. Finally, I have not been convicted of a felony or election crime.

If you should have any questions, I can be reached at the telephone number below. Thank you for considering me for this position.

Sincerely, *Janine E Hodge*

Janine E Hodge

12571 Lincoln St.

Grand Haven, Mi 49417

616-846-9180

COUNTY OF OTTAWA
GENERAL FUND COMPARATIVE ANALYSIS
ACTUAL 2008 & 2009
BUDGET 2011 & 2012

REVENUES

DEPT	DEPARTMENT NAME	ACTUAL 2009	ACTUAL 2010	ADOPTED BUDGET 2011	CURRENT YEAR 2011 ESTIMATED	AMENDED BUDGET 2011	2012 BUDGET PROPOSED BY DEPARTMENT	2012 BUDGET PROPOSED BY ADMINISTRATOR/ FISCAL SERV DIRECTOR	\$ CHANGE 2011 BUDGET TO PROPOSED 2012
1310	Circuit Court	\$226,731	\$244,730	\$249,350	\$288,456	\$249,350	\$249,350	\$264,250	\$14,900
1360	District Court	\$2,889,338	\$3,260,025	\$3,558,600	\$3,373,986	\$3,558,600	\$3,491,500	\$3,377,000	-\$181,600
1370	Circuit Court - Legal Self-Help Center	\$26,000	\$8,309	\$0	\$71,123	\$71,123	\$0	\$0	-\$71,123
1373	State Justice Institute	\$0	\$4,500	\$0	\$25,500	\$25,500	\$0	\$0	-\$25,500
1380	Circuit Court Strategic Planning Initiative	\$52,073	\$32,340	\$0	\$0	\$0	\$0	\$0	\$0
1480	Probate Court	\$60,064	\$63,987	\$62,100	\$63,860	\$62,360	\$62,100	\$62,100	-\$260
1490	Circuit Court - Juvenile Services	\$124,703	\$173,874	\$158,496	\$175,198	\$175,121	\$162,948	\$162,948	-\$12,173
1492	Juvenile Accountability Incentive Block Grant	\$10,254	\$9,472	\$0	\$9,392	\$9,392	\$0	\$0	-\$9,392
1660	Family Counseling	\$23,505	\$24,263	\$23,000	\$25,000	\$21,000	\$21,000	\$25,000	\$4,000
1910	Elections	\$22,909	\$25,244	\$23,150	\$23,150	\$23,150	\$39,125	\$19,000	-\$4,150
1920	Canvassing Board	\$0	\$1,266	\$100	\$100	\$100	\$3,008	\$2,300	\$2,200
2010	Fiscal Services	\$3,601,224	\$3,725,709	\$4,291,188	\$5,283,580	\$4,386,660	\$5,941,484	\$6,756,309	\$2,369,649
2150	County Clerk	\$526,235	\$548,087	\$644,245	\$539,500	\$644,245	\$572,545	\$542,745	-\$101,500
2250	Equalization	\$1,608	\$314	\$600	\$51,479	\$51,279	\$600	\$149,788	\$98,509
2290	Prosecuting Attorney	\$176,109	\$170,843	\$198,640	\$169,548	\$198,640	\$184,372	\$174,286	-\$24,354
2360	Register of Deeds	\$1,593,248	\$1,787,783	\$1,521,500	\$1,619,900	\$1,521,500	\$1,548,078	\$1,639,578	\$118,078
2450	Survey & Remonumentation	\$33,594	\$86,346	\$68,000	\$97,045	\$68,000	\$97,045	\$97,045	\$29,045
2530	County Treasurer	\$38,246,217	\$36,943,898	\$40,155,300	\$42,589,341	\$40,162,920	\$38,875,446	\$38,987,027	-\$1,175,893
2570	MSU Extension	\$31,195	\$21,813	\$22,868	\$21,538	\$22,868	\$21,538	\$21,538	-\$1,330
2590	Geographic Information Systems	\$96,981	\$96,688	\$104,450	\$95,000	\$104,450	\$100,250	\$95,000	-\$9,450
2651	Facilities Maintce - Hudsonville Human Serv	\$63,269	\$60,934	\$66,359	\$62,296	\$66,359	\$67,382	\$65,224	-\$1,135
2652	Facilities Maintce - Holland Human Serv	\$200,789	\$193,104	\$210,673	\$203,241	\$210,673	\$227,308	\$217,526	\$6,853
2653	Facilities Maintce - Fulton Street	\$67,679	\$63,757	\$74,908	\$75,348	\$74,908	\$76,111	\$75,698	\$790
2655	Facilities Maintce - Holland Health Facility	\$200,302	\$167,562	\$191,652	\$179,026	\$191,652	\$193,882	\$195,966	\$4,314
2658	Facilities Maintce - Grand Haven Health	\$136,876	\$142,563	\$146,334	\$144,724	\$146,334	\$149,818	\$148,684	\$2,350
2659	Facilities Maintce - CMH Facility	\$231,194	\$220,584	\$242,095	\$233,884	\$242,095	\$263,848	\$257,494	\$15,399
2665	Facilities Maintce - Juvenile Serv Complex	\$1,474,617	\$1,465,736	\$1,515,800	\$1,543,289	\$1,515,800	\$1,525,059	\$1,682,989	\$167,189
2667	Facilities Maintce - Administrative Annex	\$49,509	\$339,662	\$342,830	\$342,088	\$342,830	\$40,534	\$343,461	\$631
2668	Facilities Maintce - FIA	\$236,386	\$265,494	\$264,867	\$235,196	\$264,867	\$251,130	\$259,505	-\$5,362
2750	Drain Commission	\$26,123	\$36,294	\$31,600	\$54,600	\$36,100	\$35,000	\$35,000	-\$1,100
3020	Sheriff	\$225,653	\$241,833	\$239,000	\$265,650	\$244,000	\$243,700	\$243,700	-\$300
3100	West Mi Enforcement Team - Operations	\$2,944	\$1,295	\$14,935	\$5,000	\$16,077	\$15,000	\$1,500	-\$14,577
3113	COPS Holland/West Ottawa	\$55,026	\$62,597	\$67,439	\$70,209	\$67,439	\$0	\$0	-\$67,439
3119	City of Coopersville	\$502,923	\$508,450	\$519,106	\$369,973	\$519,106	\$0	\$0	-\$519,106
3120	City of Hudsonville	\$552,304	\$632,384	\$623,379	\$465,181	\$623,379	\$0	\$0	-\$623,379

COUNTY OF OTTAWA
GENERAL FUND COMPARATIVE ANALYSIS
ACTUAL 2008 & 2009
BUDGET 2011 & 2012

REVENUES

DEPT	DEPARTMENT NAME	ACTUAL 2009	ACTUAL 2010	ADOPTED BUDGET 2011	CURRENT YEAR 2011 ESTIMATED	AMENDED BUDGET 2011	2012 BUDGET PROPOSED BY DEPARTMENT	2012 BUDGET PROPOSED BY ADMINISTRATOR/ FISCAL SERV DIRECTOR	\$ CHANGE 2011 BUDGET TO PROPOSED 2012
3170	Blendon/Holland/Robinson/Zeeland (CITE)	\$42,296	\$43,266	\$44,804	\$32,403	\$44,804	\$0	\$0	-\$44,804
3200	Sheriff Training	\$27,511	\$20,466	\$30,000	\$30,000	\$30,000	\$20,500	\$20,500	-\$9,500
3250	Central Dispatch	\$4,374,007	\$4,409,879	\$4,234,630	\$4,227,230	\$4,234,630	\$4,130,926	\$4,130,926	-\$103,704
3310	Marine Safety	\$210,789	\$146,526	\$151,565	\$149,826	\$151,565	\$130,000	\$130,000	-\$21,565
3510	Jail	\$769,334	\$673,894	\$841,939	\$631,500	\$841,939	\$681,791	\$778,619	-\$63,320
4260	Emergency Services	\$62,276	\$42,896	\$40,141	\$40,391	\$40,391	\$41,000	\$41,000	\$609
4261	HLS Grant	\$0	\$256,459	\$0	\$0	\$0	\$0	\$0	\$0
4262	Solution Area Planner Grant	\$93,853	\$20,875	\$0	\$33,629	\$41,749	\$0	\$0	-\$41,749
4263	Haz Mat Response Team	\$38,720	\$29,575	\$34,175	\$35,290	\$37,133	\$44,911	\$44,981	\$7,848
4264	Training Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4265	Homeland Security Grant	\$0	\$80,264	\$60,000	\$23,513	\$60,000	\$60,000	\$72,715	\$12,715
6039	Jail Health Services	\$9,954	\$9,777	\$0	\$0	\$0	\$0	\$0	\$0
6300	Substance Abuse	\$944,420	\$972,813	\$956,755	\$1,045,808	\$956,755	\$1,167,623	\$1,167,623	\$210,868
6480	Medical Examiners	\$14,460	\$23,217	\$31,225	\$36,600	\$31,225	\$32,275	\$32,275	\$1,050
6890	Veterans Affairs	\$0	\$0	\$0	\$750	\$750	\$3,000	\$3,000	\$2,250
7210	Planning & Transportation	\$25,007	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7211	Planning and Performance Improvement	\$441	\$17,552	\$30	\$30	\$30	\$0	\$0	-\$30
9300	Transfers In Control	\$5,299,447	\$4,904,581	\$442,351	\$454,412	\$440,593	\$0	\$1,125,000	\$684,407
TOTAL REVENUE		\$63,680,097	\$63,283,780	\$62,500,179	\$65,513,783	\$62,829,441	\$60,771,187	\$63,449,300	\$619,859

COUNTY OF OTTAWA
GENERAL FUND COMPARATIVE ANALYSIS
ACTUAL 2009 & 2010
BUDGET 2011 & 2012

EXPENDITURES

DEPT	DEPARTMENT NAME	ACTUAL 2009	ACTUAL 2010	ADOPTED BUDGET 2011	CURRENT YEAR 2011 ESTIMATED	AMENDED BUDGET 2011	2012 BUDGET PROPOSED BY DEPARTMENT	2012 BUDGET PROPOSED BY ADMINISTRATOR/ FISCAL SERV DIRECTOR	\$ CHANGE 2011 BUDGET TO PROPOSED 2012
1010	Commissioners	\$539,273	\$484,717	\$463,493	\$425,591	\$463,493	\$463,743	\$464,543	\$1,050
1290	Tax Allocation Board	\$1,210	\$1,292	\$8,026	\$8,295	\$8,026	\$1,835	\$1,477	-\$6,549
1310	Circuit Court	\$2,129,694	\$2,049,849	\$2,448,013	\$2,430,000	\$2,444,985	\$3,032,582	\$3,110,148	\$665,163
1360	District Court	\$6,043,707	\$5,983,703	\$6,118,516	\$5,814,536	\$6,107,199	\$6,041,535	\$6,052,425	-\$54,774
1370	Circuit Court - Legal Self-Help Center	\$902	\$28,310	\$0	\$64,231	\$71,123	\$0	\$0	-\$71,123
1373	State Justice Institute	\$0	\$4,500	\$0	\$28,500	\$28,500	\$0	\$0	-\$28,500
1380	Circuit Court Strategic Planning Initiative	\$50,679	\$34,551	\$0	\$0	\$0	\$0	\$0	\$0
1480	Probate Court	\$773,903	\$760,190	\$759,840	\$767,667	\$761,766	\$740,200	\$778,097	\$16,331
1490	Circuit Court - Juvenile Services	\$826,100	\$768,427	\$828,799	\$850,130	\$864,779	\$870,396	\$847,727	-\$17,052
1492	Juvenile Accountability Block Grant	\$11,395	\$10,525	\$0	\$9,392	\$9,392	\$0	\$0	-\$9,392
1520	Adult Probation	\$64,621	\$66,539	\$132,924	\$125,924	\$132,924	\$217,976	\$217,976	\$85,052
1660	Family Counseling	\$38,530	\$18,096	\$27,086	\$17,086	\$22,086	\$18,000	\$18,000	-\$4,086
1670	Jury Board	\$3,530	\$7,864	\$4,640	\$4,640	\$4,640	\$4,910	\$4,910	\$270
1910	Elections	\$76,813	\$266,264	\$106,413	\$95,142	\$107,313	\$274,713	\$234,957	\$127,644
1920	Canvassing Board	\$0	\$6,233	\$960	\$960	\$960	\$9,400	\$7,000	\$6,040
2010	Fiscal Services	\$1,277,390	\$1,222,865	\$1,270,623	\$1,194,014	\$1,270,623	\$1,256,659	\$1,277,508	\$6,885
2100	Corporate Counsel	\$212,299	\$214,456	\$211,646	\$218,024	\$216,096	\$214,450	\$223,430	\$7,334
2150	County Clerk	\$1,674,810	\$1,624,980	\$1,626,259	\$1,570,959	\$1,626,259	\$1,612,366	\$1,612,334	-\$13,925
2230	Administrator	\$427,489	\$401,337	\$414,781	\$394,177	\$414,781	\$400,039	\$402,290	-\$12,491
2250	Equalization	\$1,026,795	\$1,018,345	\$1,018,458	\$1,039,285	\$1,050,362	\$1,020,476	\$1,121,639	\$71,277
2260	Human Resources	\$553,384	\$538,412	\$518,321	\$487,442	\$518,321	\$487,160	\$499,431	-\$18,890
2290	Prosecuting Attorney	\$3,204,689	\$3,250,770	\$3,295,099	\$3,200,975	\$3,298,782	\$3,440,732	\$3,434,594	\$135,812
2360	Register of Deeds	\$665,015	\$671,714	\$656,011	\$631,471	\$656,011	\$630,124	\$631,093	-\$24,918
2450	Survey & Remonumentation	\$349,931	\$79,601	\$68,027	\$57,270	\$68,027	\$98,094	\$97,045	\$29,018
2470	Plat Board	\$473	\$1,175	\$2,368	\$1,684	\$2,368	\$2,283	\$1,138	-\$1,230
2530	County Treasurer	\$867,803	\$834,621	\$839,948	\$831,858	\$850,118	\$772,808	\$768,363	-\$81,755
2570	MSU Extension	\$538,911	\$365,681	\$369,242	\$365,152	\$369,242	\$370,900	\$351,424	-\$17,818
2590	Geographic Information System	\$486,373	\$498,940	\$496,224	\$461,944	\$496,224	\$471,966	\$473,403	-\$22,821
2610	Building Authority	\$866	\$50	\$1,460	\$485	\$1,460	\$250	\$250	-\$1,210
2651	Facilities Maintce - Hudsonville Human Ser	\$170,008	\$156,265	\$169,189	\$165,707	\$168,739	\$174,664	\$175,076	\$6,337
2652	Facilities Maintce - Holland Human Serv	\$184,246	\$171,540	\$186,529	\$179,097	\$186,220	\$199,196	\$193,382	\$7,162
2653	Facilities Maintce - Fulton Street	\$63,005	\$57,616	\$66,568	\$67,008	\$66,488	\$68,789	\$67,358	\$870
2654	Facilities Maintce - Grand Haven	\$703,836	\$606,251	\$608,236	\$606,753	\$628,525	\$627,061	\$611,836	-\$16,689
2655	Facilities Maintce - Holland Health Facility	\$203,596	\$168,192	\$188,094	\$175,468	\$187,718	\$193,098	\$192,408	\$4,690
2656	Facilities Maintce - Holland District Court	\$224,700	\$190,149	\$206,322	\$189,607	\$206,235	\$215,316	\$209,783	\$3,548
2658	Facilities Maintce - Grand Haven Health	\$65,869	\$70,371	\$132,116	\$70,756	\$132,068	\$77,029	\$134,716	\$2,648
2659	Facilities Maintce - CMH Facility	\$184,893	\$170,122	\$187,675	\$179,464	\$187,437	\$288,050	\$288,074	\$100,637
2660	Facilities Maintce - Coopersville	\$34,828	\$19,691	\$25,580	\$10,668	\$25,174	\$0	\$0	-\$25,174

COUNTY OF OTTAWA
GENERAL FUND COMPARATIVE ANALYSIS
ACTUAL 2009 & 2010
BUDGET 2011 & 2012

EXPENDITURES

DEPT	DEPARTMENT NAME	ACTUAL 2009	ACTUAL 2010	ADOPTED BUDGET 2011	CURRENT	AMENDED BUDGET 2011	2012 BUDGET PROPOSED BY DEPARTMENT	2012 BUDGET PROPOSED BY ADMINISTRATOR/ FISCAL SERV DIRECTOR	\$ CHANGE 2011 BUDGET TO PROPOSED 2012
					YEAR 2011 ESTIMATED				
2661	Facilities Maintce - Emergency Services	\$1,881	\$1,527	\$4,500	\$3,500	\$4,500	\$2,500	\$2,500	-\$2,000
2664	Facilities Maintce - 4th & Clinton	\$26,261	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2665	Facilities Maintce - Juvenile Serv Complex	\$908,283	\$896,639	\$901,277	\$928,766	\$899,365	\$917,456	\$1,065,377	\$166,012
2666	Facilities Maintce - 434 Franklin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2667	Facilities Maintce - Administrative Annex	\$700,330	\$668,418	\$686,730	\$679,979	\$684,106	\$670,849	\$716,083	\$31,977
2668	Facilities Maintce - FIA	\$286,265	\$314,708	\$303,746	\$269,726	\$303,187	\$291,906	\$297,596	-\$5,591
2750	Drain Commission	\$644,778	\$674,093	\$634,929	\$643,767	\$638,870	\$617,180	\$642,894	\$4,024
2800	Ottawa Soil & Water Conservation Dist.	\$28,596	\$29,916	\$20,766	\$20,766	\$20,766	\$20,000	\$20,000	-\$766
3020	Sheriff	\$8,158,447	\$8,165,319	\$8,230,169	\$8,106,748	\$8,260,640	\$8,763,402	\$8,474,344	\$213,704
3100	West Mi Enforcement Team - Operations	\$620,976	\$621,162	\$646,078	\$597,604	\$649,869	\$577,590	\$649,530	-\$339
3113	COPS Holland/West Ottawa	\$82,130	\$93,428	\$100,329	\$70,209	\$99,490	\$0	\$0	-\$99,490
3119	City of Coopersville	\$502,925	\$508,452	\$519,106	\$369,973	\$516,057	\$0	\$0	-\$516,057
3120	City of Hudsonville	\$552,303	\$632,383	\$623,379	\$465,181	\$619,499	\$0	\$0	-\$619,499
3170	Blendon/Holland/Robinson/Zeeland (CITE)	\$85,966	\$88,487	\$91,835	\$66,765	\$91,565	\$0	\$0	-\$91,565
3200	Sheriff Training	\$27,511	\$20,961	\$30,000	\$30,000	\$30,000	\$21,000	\$20,500	-\$9,500
3250	Central Dispatch	\$4,369,930	\$4,403,718	\$4,235,780	\$4,231,819	\$4,235,780	\$4,132,626	\$4,132,626	-\$103,154
3310	Marine Safety	\$328,976	\$220,928	\$221,782	\$218,441	\$221,629	\$221,491	\$204,780	-\$16,849
3510	Jail	\$7,938,113	\$7,878,578	\$8,723,501	\$8,595,930	\$8,755,496	\$9,249,931	\$8,774,791	\$19,295
3540	Local Corrections Academy Grant	\$0	\$724	\$0	\$0	\$0	\$0	\$0	\$0
3550	Excelling - Corr Env Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4260	Emergency Services	\$305,573	\$319,750	\$284,842	\$272,327	\$284,939	\$346,785	\$343,189	\$58,250
4261	HLS Grant	\$0	\$256,459	\$0	\$0	\$0	\$0	\$0	\$0
4262	Solution Area Planner Grant	\$92,053	\$19,249	\$0	\$33,629	\$41,749	\$0	\$0	-\$41,749
4263	Haz Mat Response Team	\$74,893	\$58,651	\$68,349	\$63,544	\$70,803	\$89,822	\$89,961	\$19,158
4265	Homeland Security Grant	\$0	\$84,432	\$60,000	\$23,513	\$60,000	\$72,299	\$72,715	\$12,715
4300	Animal Control	\$372,576	\$381,106	\$403,378	\$386,580	\$404,285	\$402,010	\$372,817	-\$31,468
4450	Drain Assessments	\$283,211	\$344,229	\$461,000	\$227,308	\$461,000	\$747,800	\$747,800	\$286,800
6039	Jail Health Services	\$627,251	\$781,005	\$0	\$0	\$0	\$0	\$0	\$0
6300	Substance Abuse	\$407,929	\$414,953	\$413,378	\$454,904	\$435,473	\$515,812	\$515,812	\$80,339
6480	Medical Examiners	\$251,513	\$276,323	\$257,439	\$296,964	\$257,439	\$257,006	\$261,066	\$3,627
6810	Veterans Burial	\$50,178	\$61,395	\$63,000	\$63,000	\$63,000	\$0	\$0	-\$63,000
6890	Veterans Affairs	\$0	\$0	\$42,140	\$56,949	\$61,949	\$131,558	\$131,558	\$69,609
7210	Planning - Transportation	\$24,973	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7211	Planning and Performance Improvement	\$600,397	\$575,050	\$683,165	\$639,867	\$683,165	\$774,554	\$747,584	\$64,419
7212	Road Salt Management	\$6,018	\$0	\$5,933	\$5,933	\$5,933	\$5,953	\$5,953	\$20
8650	Insurance	\$149,627	\$225,829	\$165,815	\$176,389	\$176,389	\$113,020	\$133,020	-\$43,369
8900	Contingency	\$0	\$0	\$660,483	\$100,000	\$621,780	\$295,453	\$470,454	-\$151,326

COUNTY OF OTTAWA
GENERAL FUND COMPARATIVE ANALYSIS
ACTUAL 2009 & 2010
BUDGET 2011 & 2012

EXPENDITURES

DEPT	DEPARTMENT NAME	ACTUAL 2009	ACTUAL 2010	ADOPTED BUDGET 2011	CURRENT YEAR 2011 ESTIMATED	AMENDED BUDGET 2011	2012 BUDGET PROPOSED BY DEPARTMENT	2012 BUDGET PROPOSED BY ADMINISTRATOR/ FISCAL SERV DIRECTOR	\$ CHANGE 2011 BUDGET TO PROPOSED 2012
9010	Equipment Pool	\$0	\$0	\$20,000	\$0	\$9,379	\$20,000	\$20,000	\$10,621
9650	Operating Transfers Out	\$16,860,154	\$10,175,164	\$10,479,864	\$10,739,727	\$10,526,364	\$10,599,006	\$10,570,032	\$43,668
TOTAL EXPENDITURES		\$69,051,583	\$62,017,240	\$63,500,179	\$61,581,170	\$63,848,930	\$64,153,809	\$63,986,817	\$137,887
TOTAL REVENUE		\$63,680,097	\$63,283,780	\$62,500,179	\$65,513,783	\$62,829,441	\$60,771,187	\$63,449,300	
FUND BALANCE (USE)		-\$5,371,486	\$1,266,540	-\$1,000,000	\$3,932,613	-\$1,019,489	-\$3,382,622	-\$537,517	

Assumes fund balance designation use of \$814,825: \$689,000 from 2010 revenue over expenditures designated 4/2011; \$145,000 from the building designation for new roofs; \$92,500 from the planning reserve for a water resources study and urban smart growth project; and additions to fund balance designations/reserves for elections equipment, tower rental revenues, and jail booking fees.

Note: These figures reflect personal property taxes under current legislation, however this revenue is under consideration for changes at the State level. In addition, health insurance budgets do not reflect legislation proposed to limit the local share of health insurance costs.

**COUNTY OF OTTAWA
2012 BUDGET SUMMARY
SPECIAL REVENUE FUNDS**

FUND NUMBER	FUND NAME	2011 PROJECTED FUND BALANCE	2012 REVENUE/ OPERATING TRANSFERS	2012 EXPENDITURES/ OPERATING TRANSFERS	2012 PROJECTED FUND BALANCE
2081	Parks and Recreation	\$4,001,167	\$3,740,966	\$3,477,831	\$4,264,302
2160	Friend of the Court		3,233,139	3,233,139	
2170	9/30 Judicial Grants	8,929	219,663	219,663	8,929
2210	Health	952,574	8,970,159	8,970,159	952,574
2220	Mental Health	27,051	36,296,356	36,296,356	27,051
2271	Solid Waste Clean-Up	2,495,370	13,699	292,100	2,216,969
2272	Landfill Tipping Fees	941,905	376,500	345,409	972,996
2320	Transportation System		157,569	157,569	
2340	Farmland Preservation	1,200			1,200
2420	Planning Commission				
2430	Brownfield Redevelopment Authority		1,500	1,500	
2444	Infrastructure	1,988,134	26,379	125,000	1,889,513
2450	Public Improvement	3,289,037	400,075	210,875	3,478,237
2550	Homestead Property Tax	32,278	6,777	12,967	26,088
2560	Register of Deeds Technology	430,717	261,757	203,352	489,122
2570	Stabilization	8,269,673			8,269,673
2601	Prosecuting Attorney Grants		208,945	208,945	
2609	Sheriff Grant Programs		54,000	54,000	
2610	Sheriff Contracts	1,241	6,221,799	6,221,799	1,241
2661	Sheriff Road Patrol		339,167	339,167	
2740	Workforce Investment Act (WIA)- Administration	948	425,114	425,114	948
2741	WIA - Youth		1,203,599	1,203,599	
2742	WIA - Adult	511	1,185,636	1,185,636	511
2743	WIA - 6/30 Grant Programs	46,104	1,675,362	1,714,374	7,092
2744	WIA - 12/31 Grant Programs	51,060	129,100	129,100	51,060
2748	WIA - 9/30 Grant Programs	21,371	1,270,000	1,270,000	21,371
2749	WIA - 3/31 Grant Programs		8,834	8,834	
2750	Grant Programs - Pass Thru		30,000	30,000	
2800	Emergency Feeding	18,885	65,000	65,000	18,885
2850	Community Corrections Program	106,694	1,000,339	1,000,339	106,694
2870	Community Action Agency	118,715	453,364	453,364	118,715
2890	Weatherization	4,250	1,518,170	1,518,170	4,250
2901	Department of Human Services	19,773	248,690	248,690	19,773
2920	Child Care - Circuit Court	1,172,093	8,259,354	8,259,354	1,172,093
2921	Child Care-Social Services		1,500	1,500	
2941	Veterans Trust		24,704	24,704	
2970	DB/DC Conversion	4,635,459	22,712		4,658,171
2980	Compensated Absences	3,390,969	94,970	55,000	3,430,939
TOTAL SPECIAL REVENUE FUNDS		\$32,026,108	\$78,144,898	\$77,962,609	\$32,208,397

COUNTY OF OTTAWA

2012 BUDGET SUMMARY

DEBT SERVICE FUNDS

FUND NUMBER	FUND NAME	2011 PROJECTED FUND BALANCE	2012 REVENUE/ OPERATING TRANSFERS	2012 EXPENDITURES/ OPERATING TRANSFERS	2012 PROJECTED FUND BALANCE
5692 - 5695	Ottawa County Building Authority	\$0	\$2,585,920	\$2,585,920	\$0

CAPITAL PROJECTS FUNDS

FUND NUMBER	FUND NAME	2011 PROJECTED FUND BALANCE	2012 REVENUE/ OPERATING TRANSFERS	2012 EXPENDITURES/ OPERATING TRANSFERS	2012 PROJECTED FUND BALANCE
5692 - 5695	Ottawa County Building Authority	\$0	\$0	\$0	\$0

PERMANENT FUNDS

FUND NUMBER	FUND NAME	2011 PROJECTED FUND BALANCE	2012 REVENUE/ OPERATING TRANSFERS	2012 EXPENDITURES/ OPERATING TRANSFERS	2012 PROJECTED FUND BALANCE
1500	Cemetery Trust	\$5,769	\$20	\$0	\$5,789

COUNTY OF OTTAWA
2012 BUDGET SUMMARY
OTHER FUNDS

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>2011 PROJECTED RETAINED EARNINGS</u>	<u>2012 REVENUE/ OPERATING TRANSFERS</u>	<u>2012 EXPENSES/ OPERATING TRANSFERS</u>	<u>2012 PROJECTED RETAINED EARNINGS</u>
5160	Delinquent Tax Revolving Fund	\$23,586,210	\$2,126,526	\$2,923,279	22,789,457
5360	Land Bank Authority	0	1,000	1,000	0
6360	Information Technology	2,755,851	2,817,079	2,934,707	2,638,223
6450	Duplicating	674,895	82,738	87,194	670,439
6550	Telecommunications	3,243,834	550,579	756,924	3,037,489
6641	Equipment Pool	4,615,146	899,198	923,844	4,590,500
6770	Protected Self-Funded Programs	3,731,092	380,570	362,436	3,749,226
6771	Employee Insurance	2,079,066	10,323,462	10,497,194	1,905,334
6772	Protected Self-Funded Unemployment Insurance	576,021	188,229	192,703	571,547
6775	Long Term Disability Insurance	106,900	111,268	113,539	104,629
6780	Ottawa County, Michigan Insurance Authority Fund	\$12,995,695	2,123,720	1,708,132	13,411,283
6782	Protected Self-Funded Insurance - Mental Health	1,667,523	1,000	0	1,668,523
TOTAL OTHER FUNDS		<u>\$56,032,233</u>	<u>\$19,605,369</u>	<u>\$20,500,952</u>	<u>\$55,136,650</u>