

Allegan County Board of Commissioners



County Services Building
3283 – 122nd Avenue
Allegan, MI 49010
269-673-0203 Main Office
269-686-5331 Main Fax
<http://www.allegancounty.org>

Jim Storey, Chair
Dean Kapenga, Vice Chair

BOARD OF COMMISSIONERS MEETING – AGENDA

***REVISION #1 – 8/20/24**

Thursday, August 22, 2024 – 1 PM

County Services Building – Board Room

Virtual Connectivity Options Attached

DISTRICT 1

Jim Storey
616-848-9767
jstorey@
allegancounty.org

1 PM

CALL TO ORDER:

ROLL CALL:

OPENING PRAYER: Commissioner Jim Storey

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

COMMUNICATIONS: Attached

APPROVAL OF MINUTES: July 25, 2024

PUBLIC PARTICIPATION:

ADDITIONAL AGENDA ITEMS:

APPROVAL OF AGENDA:

PRESENTATIONS:

PROCLAMATIONS:

INFORMATIONAL SESSION:

1. Noelle Bair, Director—Department of Health & Human Services
2. Judge Michael Buck—Probate Court

ADMINISTRATIVE REPORTS:

DISTRICT 2

Mark DeYoung
616-318-9612
mdeyoung@
allegancounty.org

***DISTRICT 3**

Dean Kapenga
616-218-2599
dkapenga@
allegancounty.org

*Vacancy is posted

CONSENT ITEMS:

DISTRICT 4

Scott Beltman
616-292-1414
sbeltman@
allegancounty.org

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (8/2/24 & 8/9/24 & 8/16/24 & 8/23/24)

ACTION ITEMS:

DISTRICT 5

Gale Dugan
269-694-5276
gdugan@
allegancounty.org

1. None

DISCUSSION ITEMS:

1. Resolution Pledging Full Faith and Credit to Baughman Drain Drainage District Bonds (241-937)
2. Facilities Management—award Sheriff's Office AC System 8 Replacement Bid (241-957)
3. Facilities Management—Human Services Building Chiller System Replacement (242-474)

Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

4. Opioid Settlement Spending Plan—set Public Hearing (242-724)
 5. Solid Waste Planning Committee—Dissolution
 6. Materials Management Planning Committee—establish and appoint
-

**NOTICE OF APPOINTMENTS & ELECTIONS: None
ELECTIONS:**

1. Economic Development Commission
 - a. Healthcare Representative—term expired 12/31/23
1. *Commission on Aging
 - a. Senior Representative—term expires 12/31/26

APPOINTMENTS:

1. *Area Agency on Aging of W. Michigan Board of Directors
 - a. Member At Large Representative—term expires 1/31/26 [Application REC 8/20/24](#)
2. Brownfield Redevelopment Authority (1) —term expires 12/31/24
3. Community Corrections Advisory Board
 - a. Business Community Representative—term expired 12/31/23
4. Local Emergency Planning Committee
 - a. Media Representative—term expired 12/31/22
 - b. Facilities Representative—term expires 12/31/25
 - c. Firefighter Representative—term expires 12/31/25
5. Tourist Council (1) —term expired 12/31/23
6. Jury Board (Circuit Judge recommends/Board appoints)
 - a. One Representative—term expired 8/31/23
 - b. One Representative—term expires 3/31/25

PUBLIC PARTICIPATION:

FUTURE AGENDA ITEMS:

1. OPENING PRAYER: Commissioner Gale Dugan
2. INFORMATIONAL SESSION: Sally Brooks, Treasurer
3. CONSENT: Motion to approve of claims paid and to incorporate into proceedings of the Board (8/30/24 & 8/6/24 & 9/13/24)
4. ACTION: County Child Care Budget and Grant
5. DISCUSSION: Proposed 2025 Budget

REQUEST FOR MILEAGE:

BOARDS AND COMMISSIONS REPORTS:

ROUND TABLE:

CLOSED SESSION: *Per MCL Review Written Opinion, per MCL 15.268(1)(e) Pending Litigation Case No. 23-23-066963-CZ Brooks *et.al.* v Allegan County, and Collective bargaining strategy pursuant to MCL 15.268(1)(c).

ADJOURNMENT: Next Meeting – Thursday, September 12, 2024, 1 PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**

Please note that Regular and Special Meetings of the Board of Commissioners held in the Board Room are streamed live and recorded in accordance with the County's Live Stream & Publishing Recordings of Meetings Policy, which can be viewed on the County's website.

Your attendance constitutes your consent to audio/visual streaming and/or recording and to permit the County to broadcast your name/voice/image/content to a broader audience.



Allegan County Board of Commissioners

STEP 1: Connect to the Meeting

- OPTION 1: Zoom over Telephone

- Call (929) 205-6099 -or- (312) 626-6799 -or- (253) 215-8782
- Type in Meeting ID: 891 6032 7098, then #, then # again
- Type in Meeting Password: **471420**, then #

- To raise your hand to speak, press *9

- To Mute and Unmute, press 6*

<STOP here>

You do not have to continue reading the rest of the instructions.

- OPTION 2: Youtube

- Open Internet Explorer or Chrome
- Navigate to <https://www.youtube.com/channel/UCQliZQstN2Pa57QAItAWdKA>
- Click on image of “Live” video

<STOP here>

You do not have to continue reading the rest of the instructions.

- OPTION 3: Zoom over Web browser

- Open Internet Explorer or Chrome
- Navigate to <https://zoom.us/j/89160327098>
- Meeting Password: **Board**

<Continue with the rest of the instructions>

STEP 2: Enter registration information

The screenshot shows a web browser window with the URL `zoom.us/webinar/register/WN_YneHxuk_SjqfnMwchbtUEg`. The page title is "Webinar Registration".

Registration details:

- Topic: BOC Meeting - 4/9/2020
- Time: Apr 9, 2020 01:00 PM in Eastern Time (US and Canada)

Registration form fields (marked as required with an asterisk):

- First Name *
- Last Name *
- Email Address *
- Confirm Email Address *

Below the form is a reCAPTCHA challenge with the text "I'm not a robot" and a "Join Webinar in Progress" button.

Four blue arrows with white text provide instructions:

1. Enter name and email (points to the name fields)
2. Click this box (points to the reCAPTCHA "I'm not a robot" checkbox)
3. Answer challenge question (points to the reCAPTCHA image grid)
4. Click when done. (points to the "Join Webinar in Progress" button)

The footer contains navigation links:

- About: Zoom Blog, Customers, Our Team, Why Zoom, Features, Careers, Integrations, Partners, Investors
- Download: Meetings Client, Zoom Rooms Client, Browser Extension, Outlook Plug-in, Lync Plug-in, iPhone/iPad App, Android App
- Sales: 1.888.799.9666, Contact Sales, Plans & Pricing, Request a Demo, Webinars and Events
- Support: Test Zoom, Account, Support Center, Live Training, Feedback, Contact Us, Accessibility

STEP 3: This Window will appear when connected.



STEP 4: Adjust audio settings (if needed)

The image shows a Zoom meeting interface with the 'Settings' window open to the 'Audio' tab. A vertical black bar on the left side of the meeting window has a blue arrow labeled '1' pointing to it. A blue arrow labeled '2' points from the 'Audio' tab in the settings window to the meeting content area. The meeting content area displays the name 'Economic Development - Greg King, Director' and 'ADMINISTRATIVE REPORTS:'. Below this, it says 'CONSENT ITEMS:' followed by a list item: '1. Motion to approve of claims paid and to incorporate into proceedings of the Board (3/20/20 & 3/27/20)'. The 'Settings' window shows the 'Speaker' section with 'Test Speaker' selected and 'Remote Audio' in a dropdown menu. The 'Volume' slider is set to approximately 80%. The 'Microphone' section has 'Test Mic' selected. The 'Volume' slider is also set to approximately 80%, and the 'Automatically adjust volume' checkbox is checked. Other options include 'Use separate audio device to play ringtone simultaneously', 'Automatically join audio by computer when joining a meeting', 'Mute my microphone when joining a meeting', 'Press and hold SPACE key to temporarily unmute yourself', and 'Sync buttons on headset'. An 'Advanced' button is visible at the bottom right of the settings window.

Audio Settings

- Select a Speaker
 - ✓ Remote Audio
 - Same as System
 - Test Speaker & Microphone...
 - Leave Computer Audio
 - Audio Settings...

Settings

Speaker

Test Speaker Remote Audio

Output Level: _____

Volume:

Microphone

Test Mic

Input Level: _____

Volume:

Automatically adjust volume

Use separate audio device to play ringtone simultaneously

Automatically join audio by computer when joining a meeting

Mute my microphone when joining a meeting

Press and hold SPACE key to temporarily unmute yourself

Sync buttons on headset

Advanced

Economic Development — Greg King, Director
ADMINISTRATIVE REPORTS:

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (3/20/20 & 3/27/20)

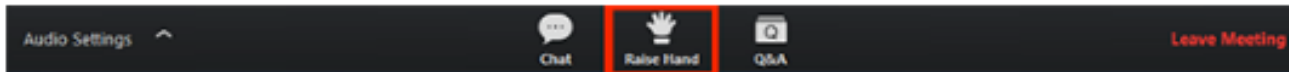
Chat Raise Hand Q&A

STEP 5: Raise hand to be recognized to speak.

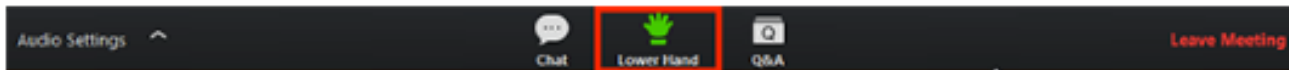
- Once “Raise Hand” is clicked, the Board Chairperson will receive notice and may UNMUTE your microphone when ready and verbally recognize you to speak.

On bottom of screen.

1. Click **Raise Hand** in the Webinar Controls.



2. The host will be notified that you've raised your hand.
3. Click **Lower Hand** to lower it if needed.



STEP 6: To leave the meeting

The screenshot shows a Zoom meeting interface. At the top, a green banner reads "You are viewing Allegan County Administration's screen" with a "View Options" dropdown. In the top right corner, there is a "Enter Full Screen" button. The main content is a document viewer displaying a Microsoft Word document titled "BOC20200409_agenda [Compatibility Mode] - Word". The document header includes the "Allegan County Board of Commissioners" logo and contact information for County Services Building, including address, phone, fax, and website. Below the header, the document title is "BOARD OF COMMISSIONERS MEETING – AGENDA". The agenda items are listed by district: DISTRICT 1 (Dean Kasperge), DISTRICT 2 (Jim Storey), DISTRICT 3 (Max R. Thiele), and DISTRICT 4 (Mark DeYoung). The agenda items include "Virtual Meeting – Connectivity Instructions Attached", "1PM CALL TO ORDER: ROLL CALL: OPENING PRAYER: PLEDGE OF ALLEGIANCE: COMMUNICATIONS: Attached APPROVAL OF MINUTES: Attached", "PUBLIC PARTICIPATION: ADDITIONAL AGENDA ITEMS: APPROVAL OF AGENDA: PRESENTATIONS: PROCLAMATIONS: INFORMATIONAL SESSION: Attached ADMINISTRATIVE REPORTS:", and "CONSENT ITEMS:". The document footer shows "PAGE 1 OF 2 251 WORDS" and a zoom level of "100%". At the bottom of the Zoom window, there is a control bar with "Audio Settings", "Chat", "Raise Hand", "Q&A", and a red "Leave Meeting" button. A large blue arrow points to the "Leave Meeting" button.

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson
Robert Showers
Vice-Chairperson
Kenneth B. Mitchell
Members
Valerie Vail-Shirey
David W. Pohl
Bruce DeLong
John Andrews
Dwight Washington

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Administrator/Controller
John F. Fuentes
Clerk of the Board
Debra A. Sutherland

2024-12

RESOLUTION OPPOSING MDHHS PLANS TO IMPLEMENT NEW CONFLICT FREE ACCESS AND PLANNING STRATEGIES IN MICHIGAN

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMHA-CEI) is a multi-county Community Mental Health Services Program (CMHSP) and a Certified Community Behavioral Health Clinic (CCBHC) serving residents of Clinton, Eaton, and Ingham Counties. CMHA-CEI provides specialty mental health services and supports to over 13,000 persons with mental health conditions, youth with serious emotional disturbance, individuals with intellectual/developmental disabilities and individuals with substance use disorders; and

WHEREAS, the public mental health system in Michigan is based on the Federal Community Mental Health Centers Act of 1963 and grounded in the Michigan Mental Health Code, Public Act 258 of 1974. This created a state and county partnership for community mental health and related safety net services; and

WHEREAS, this arrangement ensures that shared state and county mental health policy objectives are accountable to local communities and their elected representatives. This arrangement also ensures that resource and care decisions are ultimately accountable through board governance to the persons and families that need public mental health services, including allocated PA2 funding; and

WHEREAS, CMHSPs are instruments of county government with statutorily defined obligations that mitigate against the likelihood of a pecuniary conflict of interest. These include direct accountability to the community through a public board, open meetings, a guaranteed recipient rights appeal & grievance system, established independent person-centered planning facilitation requirements, and expanding availability of consumer self-determination/self-directed options.

WHEREAS, MDHHS has announced its decision to require CMHSPs to separate service assessment and planning from service delivery, requiring beneficiaries to receive the assessment and planning services from one entity and ongoing direct services from another, separate entity by October 1, 2024.

WHEREAS after careful review the conclusions are that the current decision:

- Is in conflict with the statutory responsibilities of CMHSPs under Michigan law;
- Erroneously implies profit driven or undue enrichment motives on the part of governmental entities (CMHSPs and PIHPs) instead of recognizing what is actually a formal transfer of governmental responsibility from the State to the Counties for the delivery of public behavioral health services;
- Ignores the capitation-based financing of the Michigan public behavioral health system, which is constant and does not vary by volume of individuals served negating any conflicts of interest in service planning and service delivery;
- Ignores Michigan's current shared risk (with MDHHS) financing system which already mitigates against conflict and self-interest.
- Is in conflict with the Certified Community Behavioral Health Clinic (CCBHC) model currently being implemented and expanded in Michigan;
- Ignores, at best, and disregards, at worst, input from persons with lived experience that have consistently stated that the available procedural safeguards are preferable to systemic/structural upheaval inherent in MDHHS announced decisions;

THEREFORE, BE IT RESOLVED THAT, in the **strongest possible terms**, and for the reasons noted herein, the Clinton County Board of Commissioners **opposes the MDHHS announced structural strategies** for compliance with the federal Conflict Free Access and Planning Rules.

FURTHER BE IT RESOLVED, that Clinton County respectfully asks the Governor to urge MDHHS to rethink their proposal for the Conflict Free Access & Planning requirements within the context of the 61-year state and county statutory relationship for public mental health services and collaborate with the Michigan Community Mental Health Association to identify procedural pathways for compliance that build on the strengths of the existing CMHSP system; and

FINALLY, BE IT RESOLVED, that a copy of this resolution be provided to US Senator Debbie Stabenow, US Representative Elissa Slotkin, Governor Gretchen Whitmer, Senate Majority Leader Winnie Brinks, Speaker of the House Joe Tate, Senator Sam Singh, Representative Graham Filer, Representative Emily Dievendorf, Representative Penelope Tsernoglou, Michigan Department of Health and Human Services Director Elizabeth Hertel, the Michigan Association of Counties, and all Michigan counties.

**STATE OF MICHIGAN
COUNTY OF CLINTON**

I, DEBRA A. SUTHERLAND, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held July 30, 2024 and is on file in the records of this office.

Debra A. Sutherland

Debra A. Sutherland
Clinton County Clerk

ALLEGAN COUNTY BOARD OF COMMISSIONERS

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JANUARY 25, 2024 SESSION

JOURNAL 72

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AFTERNOON SESSION**JULY 25, 2024 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL**

1/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Board Room of the County Services Building in the Township of Allegan on JULY 25, 2024 at 1:00 P.M. in accordance with the motion for adjournment of July 11, 2024, and rules of this Board; Chair Storey presiding.

The invocation was offered by District #5 Commissioner DeYoung.

The Chief Deputy County Clerk led the Board in the Pledge of Allegiance to the flag.

Upon roll call the following members answered as Commissioners for the respective Districts:

DIST #1 JIM STOREY
 DIST #2 MARK DEYOUNG
 DIST #3 DEAN KAPENGA
 DIST #4 SCOTT BELTMAN
 DIST #5 GALE DUGAN

COMMUNICATIONS

2/ Chief Deputy Clerk Porter noted to the board that they received the following communications:

1. Lenawee County Resolution 2024-09 Opposing MDHHS Approach to Meeting the Federal Conflict Free Access and Planning in Michigan and Urging Collaborative Development of an Alternative Approach

JULY 11, 2024 SESSION MINUTES - ADOPTED

3/ Moved by Commissioner DeYoung, seconded by Commissioner Dugan to approve the minutes for the July 11, 2024 session as distributed. Motion carried by voice vote. Yeas: 5 votes. Nays: 0 votes.

PUBLIC PARTICIPATION - COMMENTS

4/ Chair Storey opened the meeting to public participation and the following individuals offered comments:

1. Alice Burnal of Dorr, addressed the board regarding her being a candidate and running for 48th Circuit Judge.
2. Myrene Koch, Allegan County Prosecuting Attorney appreciate the support during the budget process. She is requesting the board to look into the personnel wage tables so the county can recruit and keep employees.

AGENDA - ADOPTED AS PRESENTED

5/ Moved by Commissioner Dugan, seconded by Commissioner Kapenga to adopt the meeting agenda as presented. Motion carried by voice vote. Yeas: 5 votes. Nays: 0 votes.

PRESENTATION - 2023 AUDIT PRESENTATION -GABRIDGE & CO.

6/ Joe Verlin, presented the Allegan County 2023 Audit with highlights given from the report submitted.

INFORMATIONAL SESSION - PUBLIC DEFENDER'S OFFICE

7/ Chad Catalino, Director presented the 2023 Annual Report for the Public Defender's Office

ADMINISTRATIVE -REPORTS 2nd QUARTER CAPITAL REPORT

8/ Valdis Kalnins, Project Manager updated the board of the second quarter capital projects.

BREAK - 2:38 P.M.

9/ Upon reconvening at 2:50 P.M., the following Commissioners were present: Commissioner Storey, DeYoung, Kapenga, Beltman (arrived 2:51P.M) and Dugan. Absent: None.

ADMINISTRATIVE REPORT -QUARTERLY BOARD STRATEGIC PLAN UPDATE

10/ Administrator Sarro presented the Board Strategic Plan Update, highlights included:

1. The updates to the plan is being communicated in the Administrative Digest.
2. Budget Process will be highlighting operating budget of the Animal Shelter/Sheriff Department contracts/County Personnel Compensation/Parks.
3. Vacant Positions in the County and hiring/rehire process.
4. Demolition of the old Animal Shelter.
5. Material Management Plan.
6. Addressed the AAWM 2025 AIP ask for a presentation.

CONSENT ITEMS

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

11/ **WHEREAS**, Administration has compiled the following claims for July 19, 2024 and July 26, 2024; and

WHEREAS, the following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board; and

WHEREAS, said claims are listed in the 2024 Claims folder of the Commissioners' Record of Claims.

JULY 19, 2024

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	147,870.63	147,870.63	
Parks/Recreation Fund – 208	3,138.63	3,138.63	
Friend of the Court – Cooperative Reimb. – 215	980.32	980.32	
Friend of the Court – Other – 216	304.00	304.00	
Health Department Fund – 221	4,021.31	4,021.31	
Solid Waste/Recycling – 226	97,306.00	97,306.00	
Animal Shelter – 254	14,316.21	14,316.21	
Indigent Defense Fund – 260	349,501.73	349,501.73	

Central Dispatch Fund – 261	4,445.69	4,445.69	
Grants – 279	9,817.39	9,817.39	
Sheriffs Contracts – 287	6,974.53	6,974.53	
Transportation Fund – 288	1,085.71	1,085.71	
Child Care Fund – 292	16,881.55	16,881.55	
Veterans Relief Fund – 293	475.00	475.00	
Senior Services Fund – 298	136,373.21	136,373.21	
American Rescue Plan Act – ARPA – 299	14,166.23	14,166.23	
Capital Improvement Fund – 401	617,513.00	617,513.00	
Property Tax Adjustments – 516	95,495.11	95,495.11	
Tax Reversion 2018 – 629	417.50	417.50	
Revolving Drain Maintenance Fund – 639	96.00	96.00	
Fleet Maintenance/Motor Pool – 661	187.57	187.57	
Self-Insurance Fund – 677	175,653.25	175,653.25	
Drain Fund – 801	9,807.75	9,807.75	
TOTAL AMOUNT OF CLAIMS	\$1,706,828.32	\$1,706,828.32	

JULY 26, 2024

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	61,392.51	61,392.51	
Health Department Fund – 221	31,733.29	31,733.29	
Solid Waste/Recycling – 226	6,073.88	6,073.88	
Animal Shelter – 254	598.84	598.84	
Register of Deeds Automation Fund – 256	160.45	160.45	
Indigent Defense Fund – 260	72,951.48	72,951.48	
Central Dispatch Fund – 261	25,127.11	25,127.11	
Concealed Pistol Licensing Fund – 263	294.00	294.00	
Local Corrections Officers Training Fund – 264	983.65	983.65	
Grants – 279	2,464.00	2,464.00	
Sheriffs Contracts – 287	65.61	65.61	
Transportation Fund – 288	2,321.49	2,321.49	
Child Care Fund – 292	5,020.24	5,020.24	
Veterans Relief Fund – 293	23.21	23.21	
Fitness Center Fund – 296	103.95	103.95	
Senior Services Fund – 298	110,455.90	110,455.90	
Capital Improvement Fund – 401	30,174.50	30,174.50	
Self-Insurance Fund – 677	3,798.07	3,798.07	
Drain Fund – 801	39,626.37	39,626.37	
TOTAL AMOUNT OF CLAIMS	\$393,368.55	\$393,368.55	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for July 19, 2024 and July 26, 2024.

Moved by Commissioner Dugan, seconded by Commissioner Beltman to adopt the report of claims for July 19, 2024 and July 26, 2024. Motion carried by roll call vote. Yeas: 5 votes. Nays: votes.

DISCUSSION ITEMS

ADMINISTRATION - AUTHORIZE MASS NOTIFICATION SYSTEM PURCHASE

12/ WHEREAS, Emergency Management and Central Dispatch have been evaluating the emergency notification system; and

WHEREAS, central activation issues of sirens have been identified; and

WHEREAS, measures are in progress to fix the remote activation issues and ensure each local unit that owns an outdoor warning siren can activate and deactivate its sirens locally; and

WHEREAS, sirens do not provide county-wide notification; and

WHEREAS, a multi-layer approach to emergency notification will provide enhanced notice options for citizens; and

WHEREAS, a mass notification system will provide such enhancement and additional tools for various types of notifications; and

WHEREAS, the 911 Policy and Procedure Board has recommended purchasing a mass notification system with surcharge funds.

THEREFORE BE IT RESOLVED in accordance with county policies, the County Administrator is authorized to purchase a mass notification system for an amount not to exceed \$100,000; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to make the necessary budget adjustments, and any necessary documents to complete this action are authorized to be signed.

Moved by Commissioner Dugan, seconded by Commissioner Kapenga to take immediate action and approve the resolution as presented. Motion carried by roll call vote. Yeas: 5 votes. Nays: 0 votes.

ADMINISTRATION - AMEND HOUSEHOLD HAZARDOUS WASTE & ELECTRONIC DEVICES

13/ WHEREAS, on March 18, 2024, the Board of Commissioners (Board) authorized a pilot project for 2024 scheduled events and drop-off services to the Health Department as a county-wide eligible event; and

WHEREAS, the amount appropriated was not to exceed \$50,000; and

WHEREAS, the need and utilization have exceeded expectations for the first two events, and additional funds are being requested.

THEREFORE, BE IT RESOLVED, the Board authorizes an additional appropriation of \$50,000 for this pilot project for a total cost of \$100,000; and

BE IT FINALLY RESOLVED, the County Administrator is authorized to perform the necessary budget adjustments to complete this action.

Moved by Commissioner Dugan, seconded by Commissioner DeYoung to take immediate action and approve the resolution as presented. Motion carried by roll call vote. Yeas: 5 votes. Nays: 0 votes

APPOINTMENTS**14/ COMMUNITY CORRECTIONS ADVISORY BOARD**

Chair Storey announced the appointment of the following individual to the Community Corrections Advisory Board to fill the full term; expires 12/31/2025.

Lauren Todaro 540 Jenner Drive, Allegan MI

Moved by Commissioner Dugan, seconded by Commissioner Kapenga to approve the appointment as made. Motion carried by voice vote. Yeas: 5 votes. Nays: 0 votes.

PUBLIC PARTICIPATION - NO COMMENTS

15/ Chair Storey opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

CANCELLATION OF AUGUST 8, 2024 REGULAR BOARD MEETING

16/ Moved by Commissioner Story, seconded by Commissioner Dugan based upon information of schedules of various commissioners, the County Administrator and Chairman of the Board are hereby authorized to cancel the August 8th, 2024 regularly scheduled board meeting. Motion carried by roll call vote. Yeas: 5 votes. Nays: 0 votes

ADJOURNMENT UNTIL August 8, 2024 AT 1:00 P.M.

/ Moved by Commissioner Dugan, seconded by Commissioner Kapenga to adjourn until August 22, 2024 at 1:00 P.M. The motion carried by voice vote and the meeting was adjourned at 4:14 P.M. Yeas: 5 votes. Nays: votes.

Jackie Porter

Chief Deputy Clerk

Board Chair

Minutes approved during the 00/00/2024 Session

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FINANCE - CLAIMS & INTERFUND TRANSFERS

WHEREAS, Administration has compiled the following claims for 8/2/24, 8/9/24, 8/16/24 and 8/23/24; and

WHEREAS, the following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board; and

WHEREAS, said claims are listed in the 2024 Claims folder of the Commissioners' Record of Claims.

August 2, 2024

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	151,195.93	151,195.93	
Parks/Recreation Fund - 208	1,753.30	1,753.30	
Friend of the Court - Cooperative Reimb. - 215	427.00	427.00	
Health Department Fund - 221	2,353.35	2,353.35	
Solid Waste/Recycling - 226	3,054.40	3,054.40	
Animal Shelter - 254	403.50	403.50	
Register of Deeds Automation Fund - 256	400.00	400.00	
Indigent Defense Fund - 260	3,590.87	3,590.87	
Central Dispatch Fund - 261	4,525.00	4,525.00	
Justice Training Fund - 266	2,000.00	2,000.00	
Law Library Fund - 269	2,118.51	2,118.51	
Grants - 279	118.88	118.88	
Sheriffs Contracts - 287	90.00	90.00	
Transportation Fund - 288	5,789.12	5,789.12	
Child Care Fund - 292	27,948.49	27,948.49	
Veterans Relief Fund - 293	20,422.00	20,422.00	
Senior Services Fund - 298	3,370.21	3,370.21	
Capital Improvement Fund - 401	131.22	131.22	
Property Tax Adjustments - 516	1,404.03	1,404.03	
Revolving Drain Maintenance Fund - 639	750.00	750.00	
Fleet Management/Motor Pool - 661	683.35	683.35	
Self-Insurance Fund - 677	418,278.08	418,278.08	
Drain Fund - 801	49,572.56	49,572.56	
TOTAL AMOUNT OF CLAIMS	\$700,379.80	\$700,379.80	

August 9, 2024

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	230,017.50	230,017.50	
Parks/Recreation Fund - 208	5,760.00	5,760.00	
Friend of the Court - Cooperative Reimb. - 215	195.00	195.00	
Health Department Fund - 221	17,821.86	17,821.86	
Solid Waste/Recycling - 226	10,024.00	10,024.00	
Animal Shelter - 254	800.73	800.73	
Register of Deeds Automation Fund - 256	289.58	289.58	
Indigent Defense Fund - 260	7,601.28	7,601.28	
Central Dispatch Fund - 261	4,765.52	4,765.52	
Grants - 279	321.48	321.48	
Sheriffs Contracts - 287	214.71	214.71	
Transportation Fund - 288	22,306.39	22,306.39	
Child Care Fund - 292	15,707.14	15,707.14	
Veterans Relief Fund - 293	2,229.98	2,229.98	
Senior Services Fund - 298	1,091.43	1,091.43	
Capital Improvement Fund - 401	67,872.60	67,872.60	
Property Tax Adjustments - 516	115,579.93	115,579.93	
Tax Reversion - 620	360.00	360.00	
Revolving Drain Maintenance Fund - 639	385.79	385.79	
Self-Insurance Fund - 677	1,017.50	1,017.50	
Drain Fund - 801	11,142.44	11,142.44	
TOTAL AMOUNT OF CLAIMS	\$515,504.86	\$515,504.86	

August 16, 2024

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	79,885.30	79,885.30	
Friend of the Court - Cooperative Reimb. - 215	543.51	543.51	
Health Department Fund - 221	8,133.36	8,133.36	
Solid Waste/Recycling - 226	64,996.02	64,996.02	
Indigent Defense Fund - 260	3,454.78	3,454.78	
Central Dispatch Fund - 261	368.88	368.88	
Grants - 279	8,693.51	8,693.51	

Sheriffs Contracts - 287	389.63	389.63	
Transportation Fund - 288	122,685.38	122,685.38	
Child Care Fund - 292	4,974.48	4,974.48	
Senior Services Fund - 298	160,870.12	160,870.12	
Property Tax Adjustments - 516	8,840.04	8,840.04	
Self-Insurance Fund - 677	17,192.79	17,192.79	
Drain Fund - 801	17,265.21	17,265.21	
TOTAL AMOUNT OF CLAIMS	\$498,293.01	\$498,293.01	

August 23, 2024

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	178,411.71	178,411.71	
Parks/Recreation Fund - 208	6,694.06	6,694.06	
Friend of the Court - Cooperative Reimb. - 215	1,050.64	1,050.64	
Friend of the Court - Other - 216	102.00	102.00	
Health Department Fund - 221	3,625.15	3,625.15	
Solid Waste/Recycling - 226	12,510.57	12,510.57	
Animal Shelter - 254	11,401.60	11,401.60	
Indigent Defense Fund - 260	46,475.93	46,475.93	
Central Dispatch Fund - 261	211.85	211.85	
Concealed Pistol Licensing Fund - 263	229.48	229.48	
Justice Training Fund - 266	800.00	800.00	
Crime Victims Rights Grant - 280	3,692.39	3,692.39	
Sheriffs Contracts - 287	8,188.79	8,188.79	
Transportation Fund - 288	1,256.46	1,256.46	
Child Care Fund - 292	13,525.96	13,525.96	
Veterans Relief Fund - 293	930.77	930.77	
Senior Services Fund - 298	41,774.19	41,774.19	
American Rescue Plan Act - ARPA - 299	54,171.15	54,171.15	
Capital Improvement Fund - 401	555,900.92	555,900.92	
Central Dispatch CIP - 496	64,808.49	64,808.49	
Property Tax Adjustments - 516	453.98	453.98	
Tax Reversion 2018 - 629	3,014.00	3,014.00	
Self-Insurance Fund - 677	125,000.00	125,000.00	
Drain Fund - 801	27,397.76	27,397.76	
TOTAL AMOUNT OF CLAIMS	\$1,161,627.85	\$1,161,627.85	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for 8/2/24, 8/9/24, 8/16/24, 8/23/24 and interfund transfers.

Allegan County MDHHS

Agenda

Presenting: Director Noelle Bair

ESA Program review

- FAP
- MA
- P2P
- FIT – FRS
- DFA

Child Welfare Program review

- Foster Care
- CPS

Staffing Review

- Allocations
- Hybrid schedules
- In house availability

ALLEGAN COUNTY

PROBATE COURT 2023 REPORT



Hon. Michael L. Buck
Alicia Blik
Jonathan K. Blair
Jennifer Callaway
Jennifer White
Thomas Moore

Mission Statement

The mission of the Allegan County Probate Court is to administer justice with fairness, equality, and integrity, to resolve matters before the court in a timely manner, and to provide courteous and prompt service in a manner that inspires trust and confidence.

Goals

- To process all matters within the time guidelines set by the State Court Administrative Office
- To ensure the compliance of Court-appointed fiduciaries with statutes and court rules, in order to safeguard protected individuals and their property
- To provide excellent customer service to all those with business before the Court

Operational Goals of the Court

- Increase access to Court with a State provided e-filing system.
- Continue to update the website to make it easier for the public to obtain and file the documents they need for Probate Court.
- Increase access to Court with a public kiosk for record searches
- Increase compensation for Court Appointed Attorneys
- Increase the number of available Public Guardians and oversight thereof.
 - In 2021 we lost 1, but added 3
 - In 2024 we are losing two with no replacements in site.
- Increase collections on Court ordered fees and costs.
- Continue to Decrease operating costs with the use of remote proceedings and digital document handling.



Probate Court Authority

Article VI Section 15 of the Michigan Constitution provides that “the jurisdiction, powers and duties of the probate court and of the judges thereof shall be provided by law.” Through the promulgation of the Estates and Protected Individuals Code (EPIC), the Mental Health Code, and other acts, the legislature has conferred jurisdiction to the Probate Court over:

- **Safekeeping of Wills**
- **Decedent Estate Proceedings**
 - Supervised Estates
 - Formal Estates
 - Information Estates
 - Small Estates
- **Civil Actions**
- **Trust Proceedings**
- **Guardianship Proceedings**
 - Minor Conservatorships
 - Adults Guardianships
- **Guardianships of Incapacitated Individuals (adult guardianships)**
- **Protective Orders**
 - For minors Protective Orders
 - Adult Protective Orders
- **Conservatorships**
 - Adult Conservatorships
 - Minor Conservatorships
- **Guardianships of Individuals with Developmental Disabilities**
- **Involuntary Commitments of Mentally Ill Persons**
 - Transport Orders
 - Adjudications of Mental Illness
 - Jury Trials
 - Kalamazoo Psychiatric Hospital Coverage
- **Drain Appeals**
- **Secret Marriages**
- **Registration of Foreign Birth**
- **Safekeeping of Election Records**
- **Committee Appointments**
 - Boundary Commission
 - Veterans Counsel
- **Adoptions**
 - Adoption record requests
 - Appointment of uninterested facilitators.



Probate Judge Honorable Michael Buck



Michael (Mike) Buck was elected Allegan County Probate Judge in 2000, upon the retirement of Hon. George Greig. Mike currently serves as Chief Probate Judge, Presiding Family Court Judge, and Chair of the Allegan County Judicial Council. Before becoming a judge, he served over 20 years as an Allegan County Assistant Prosecuting Attorney. In that time period, he successfully handled cases from drunk driving to first degree murder. He specialized in cases involving abuse of children, making his current responsibilities as Presiding Family Court Judge, a natural fit. In addition to presiding over cases involving neglect and abuse of children, Judge Buck's authority includes adoptions, name changes, juvenile delinquency, wills, trusts, guardianships, mentally ill proceedings, and the safekeeping of election results for delivery to the Allegan County Board of Canvassers.

Judge Buck was born and raised in Southwest Michigan. He has worked many different jobs on his career path to the bench: caddied for golfers, cleaned offices and bathrooms as a janitor, worked all hours of the day and night as a security guard, pumped gas at a marina, cleaned animal pens at an amusement park, and labored at various factory jobs. He majored in Psychology and received his Teaching Certificate while attending the University of Michigan. He received his law degree from Cooley Law School, while working full time. His interest in Family Law began early, as his parents provided a home for foster children and successfully navigated the adoption process. Mike especially enjoys making each and every adoption hearing a real celebration

Sadly 2024 is the last year of Judge Buck's late term. Having touched tens of thousands of lives, his legacy will continue.



Probate Staff



Jonathan Blair
Probate Administrator

- Probate Register
- Family Court Attorney Referee
- Courthouse BSST lead

- Joined in 2019



Jennifer Callaway
Deputy Register

- Minor Guardianships
- Minor Conservatorships
- Minor Protective Orders
- Mentally Ills
- Delay Marriages/ Foreign birth

- Joined in 2012



Jennifer White
Deputy Register

- Adult Guardianship
- Adult Conservatorships
- DD Guardianships
- Adult Protective Orders

- Joined in 2018



Alicia Blik
Judicial Secretary

- Probate and Family Court recording
- Maintaining docket
- Invoicing

- Joined in 2020



Thomas Moore
Court Specialist

- Estates and Trust
- Family Court Window
- Coverage for Circuit Assignment Clerk

- Joined in 2022



GALS

In order to conduct investigations, make findings, and make recommendations in adult and minor conservatorships, guardianship, and protective orders, the Court uses independent contractors that as Guardian Ad Litem. This is a labor of love, as there simply are not enough cases to provide full time work in this area, so the Court is exceptionally grateful for the time the following individuals dedicate to the Court:

Kevin Miller, formerly with Allegan County DHHS

Sue Horton, formerly with Allegan County DHHS

Ken Prins, formally with the Allegan Family Court

Ray Passkiewicz, formally a social worker

Linda Hays, former Allegan County Probate Register

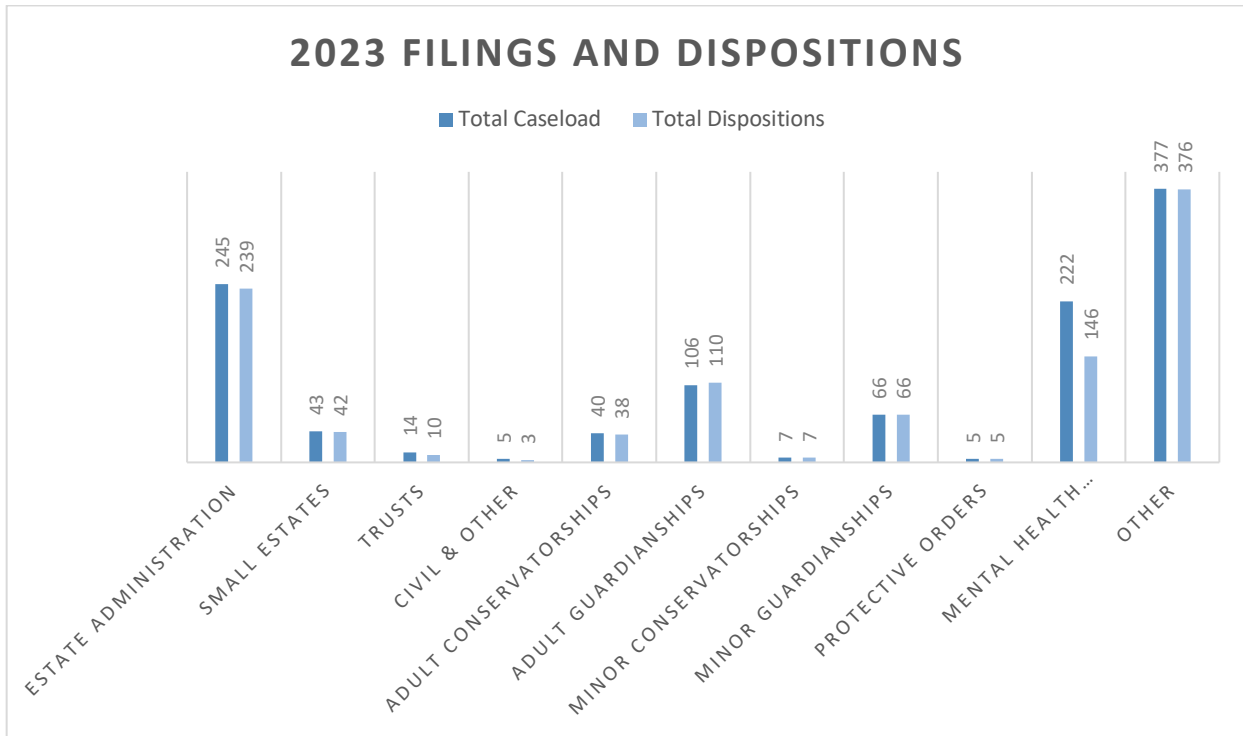
Thankfully, during the 2023 budget preparation process this Board approved additional funds and the Court was able to increase GAL pay for the first time in over a decade.

AGALS

The Court also appointed Attorney Guardian Ad Litem, for all developmental delayed, some conservatorships and guardianships. As such the court would like to thank the Christopher Antkoviak, Alice Barnal, Morgan Maul, and Sharmila Rajani. Without their services the Court simply could not continue to function.



Probate Court Caseload

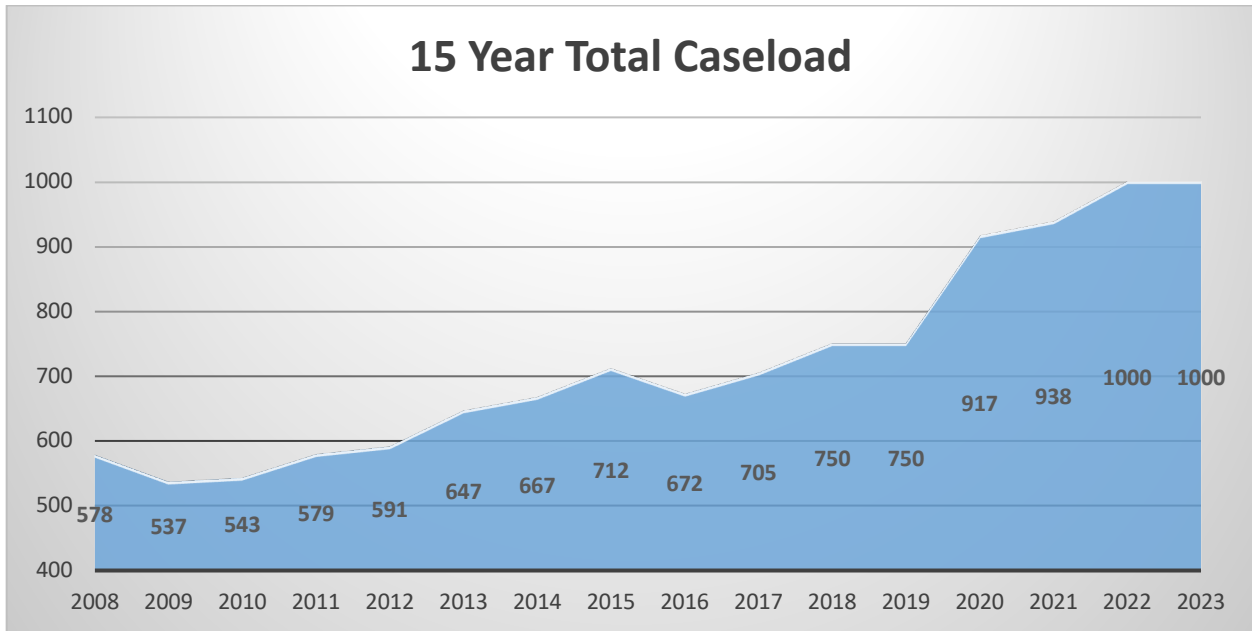


In 2023 the Probate Court handled a total of 935 new filings. This is consistent increase since 2012 when the Court had 591. The majority of these were comprised of decedents' estates (288.), mental health proceedings (222); and adult guardianships remaining consistent. There was a reduction in minor guardianships, which is concurrent with the decrease in neglect filings details previously by the Family Court.

The light blue represents the total dispositions, or resolutions for cases. The Probate Court disposition rate exceeds the SCAO recommended standards and is above average for the State. Some cases will always be pending at reporting time, and some cases will always take longer than expected, but the Probate Court consistently clears in the 90's, while 2023 saw a 92% disposition rate.



Caseload Trends

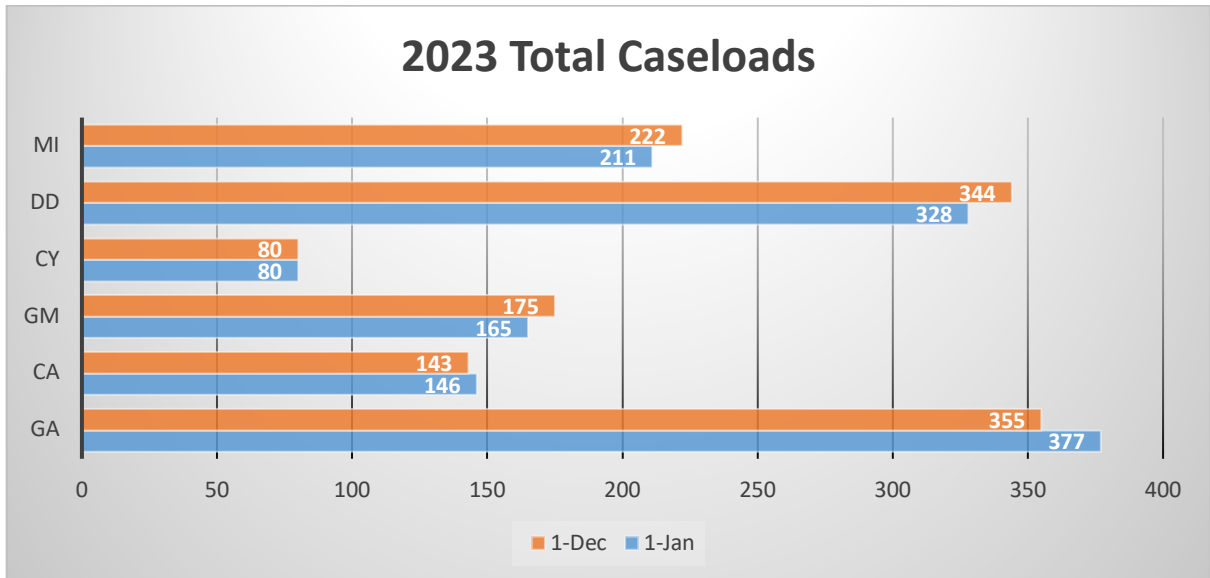


In prior years the caseload had been consistently rising. There were 647 new and pending cases handled by the Court in 2013 to 2023's 935, which represents a **44%** increase in overall caseload.

These numbers only represent the NEW filings for 2023 – other cases are still pending:

Type	1-Jan	1-Dec
Estates and Trusts	751	798
GA	377	355
CA	146	143
GM	165	175
CY	80	80
DD	328	344
MI	211	222





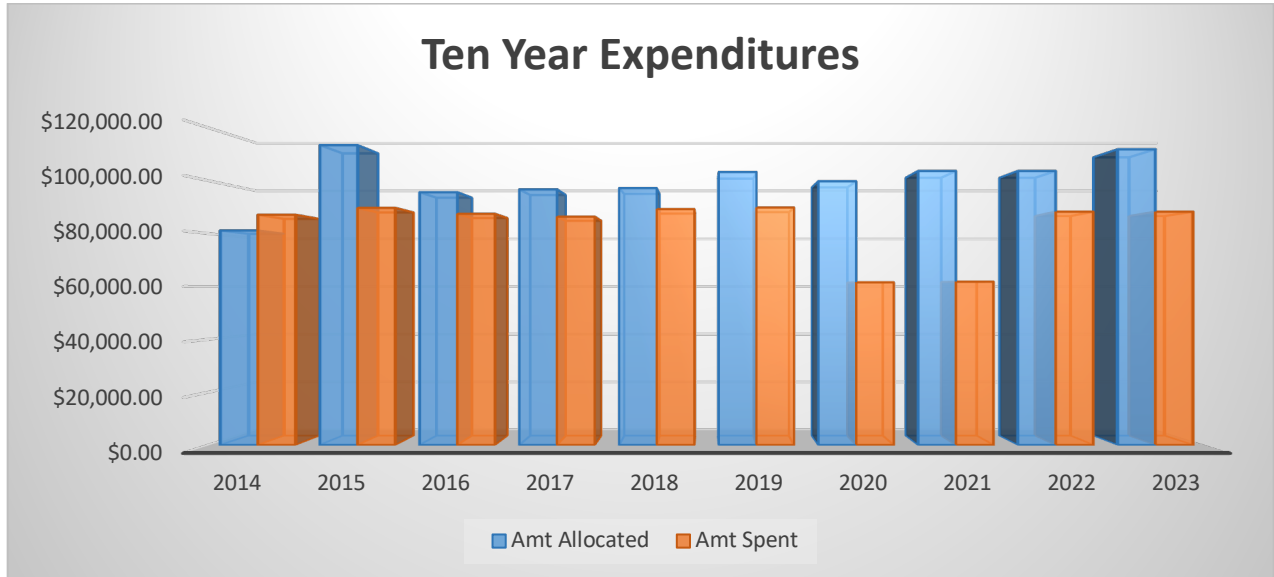
Thus at any given time the Probate Court has about **2117** open and active cases. There are numerous other non-active cases as well.

Another duty of the Probate Court is to maintain Wills for Safekeeping, during the 2023 year the probate Court collected 208 Wills. The Probate Court must maintain sealed wills, totaling in the many thousands.



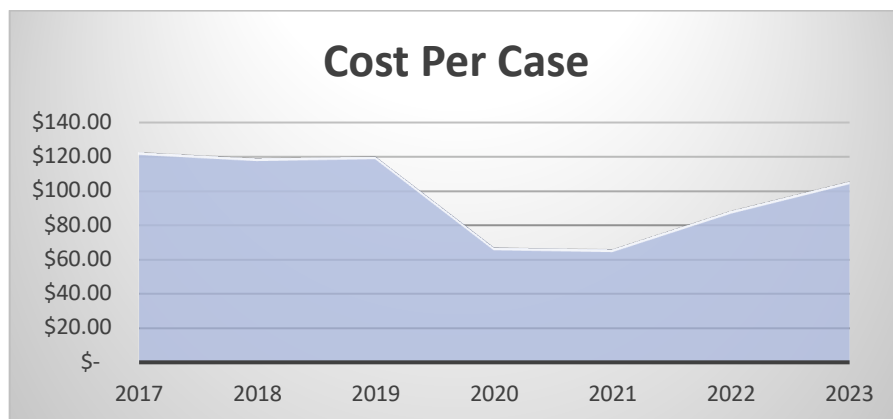
Expenditures

Below are charts showing the allocated operational budget for the Probate Court, actual expenditures, revenues budgeted, and the actual revenues collected from 2014 to 2023.



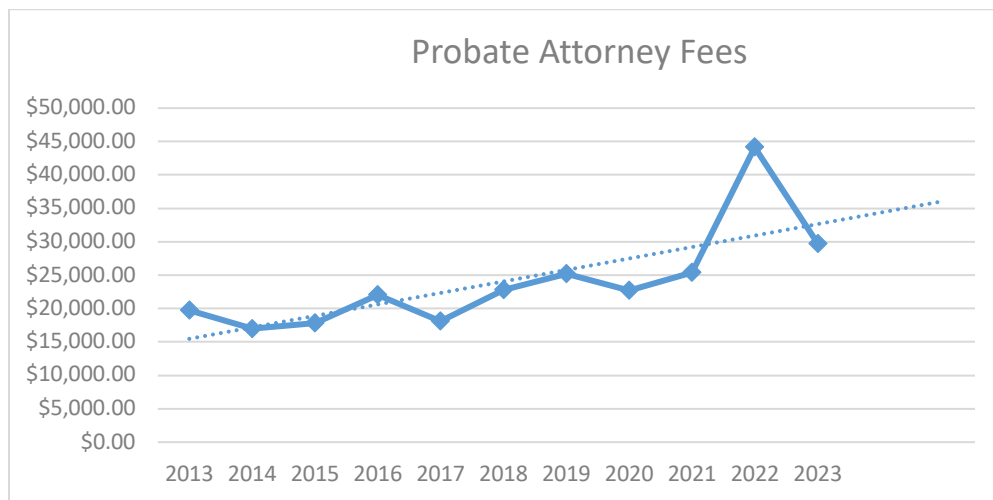
Overall, expenditures were slightly increased, but remain consistent for Probate Courts. The biggest cost is further addressed in the Attorney and Gal Fees section below.

Cost Per Case



Between 2021 and 2022 there was large change in the cost per case, \$64.87 v \$88.24 Part of this is economic situations. The Court’s consumables (file folders, case stickers, etc.) have doubled in the past year. That trend continued in 2023. Overall costs increase.

Attorney and GAL Fees



As always, Attorney Fees continue to be the single largest expenditure for the Court. In 2013 the Court expended \$16,420 on Attorney fees. In 2024 that cost was about \$45,000 – a 142% increase. The Court is legally and ethically obligated to provide attorneys in many cases to protect the respondent/ward’s rights.

The Court relies on the hard work from these individuals to provide necessary services. While the overall cost is high, the amount paid to individuals is relatively low. Our current fee structure is actually one of the lowest in the area. Currently the Court only has one attorney, Ms. Sharmila Rajani, who is willing to be appointed to mentally ill proceedings at the current rate. State law requires that the Court provide respondents in mentally ill proceedings get legal counsel.

In 2023 the Court paid GALs a total of \$13,254.24 in fees.



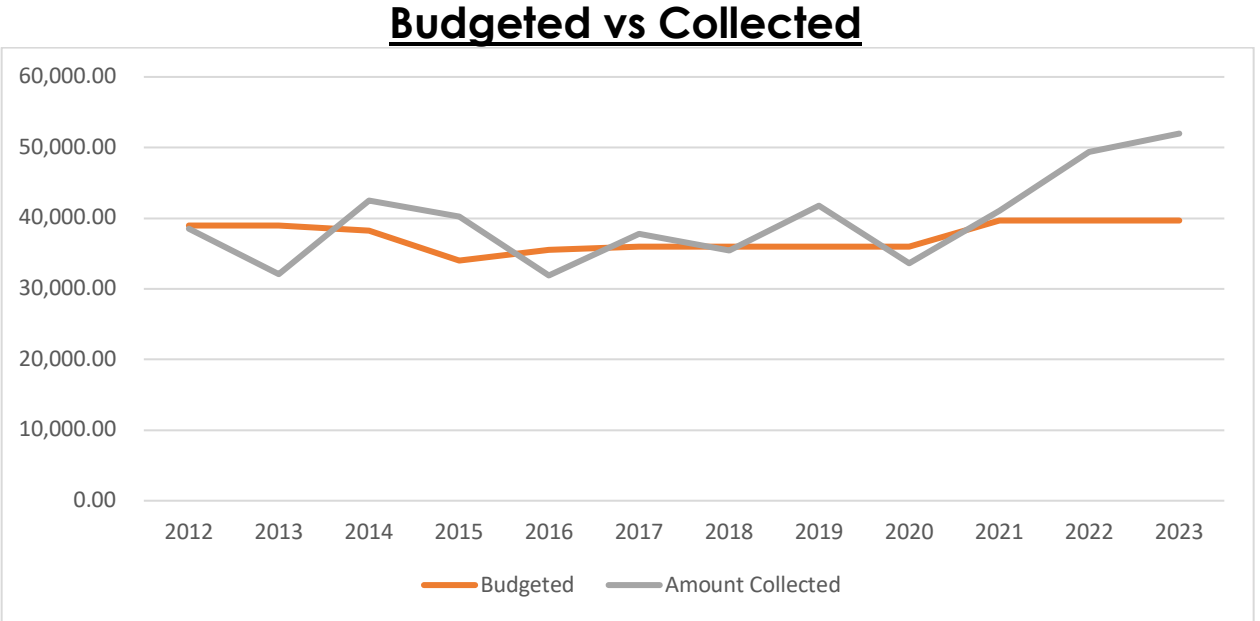
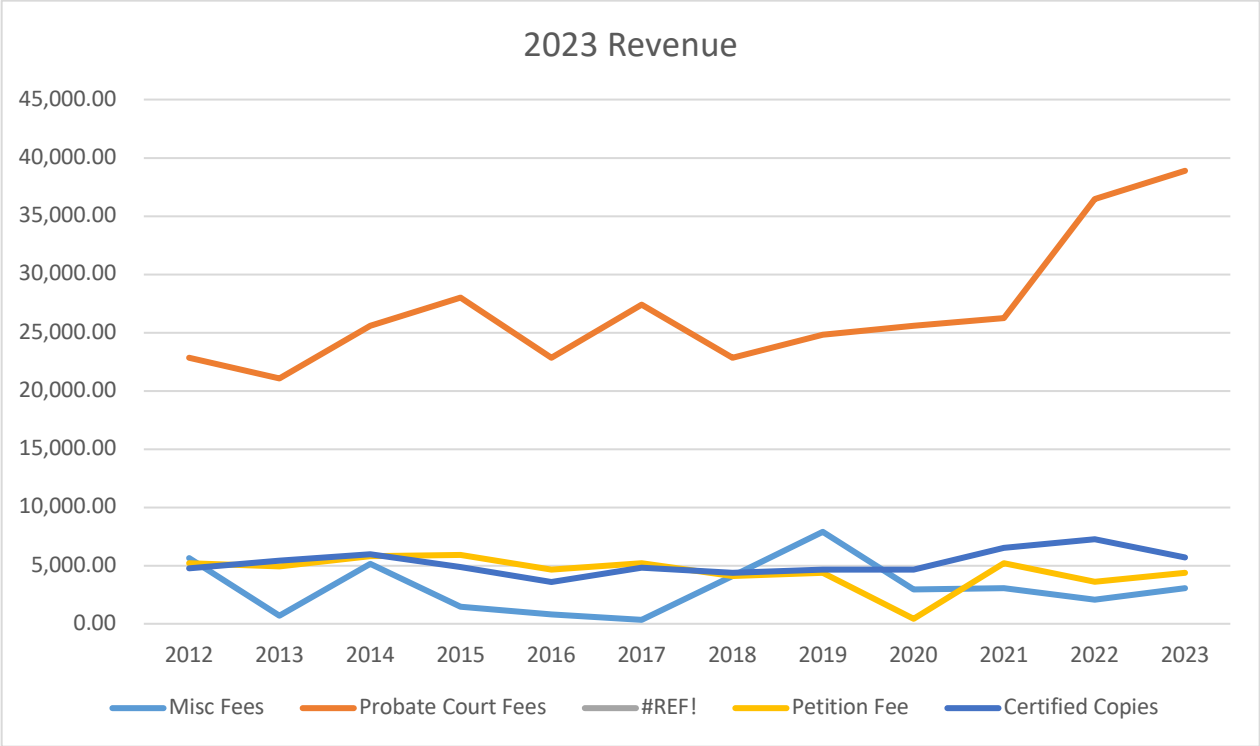
Revenues

Although most of the Probate Court’s revenues are dependent on filing fees and requests for copies, during the past five years the Court has collected an average of \$38,555.02 per year, and exceeded the average amount it has budgeted for revenue collection over the past 10 years. The Court is hoping to add staff to allow further collections.

2022 saw a revenue reduction that was due to the Pandemic. Under temporary court rules the Court was allowed to accept digital copies and send the same, which led to a reduction in transactional fees. However, 2023 saw a return to the prior increasing trend. 2023 represented the highest amount of fees ever collected by the Probate Court.

PROBATE REVENUES						
Year	Misc Fees	Probate Court Fees	Petition Fee	Certified Copies	Budgeted	Amount Collected
2012	5,657.72	22,858.40	5,198.80	4,760.40	39,000.00	38,475.32
2013	708.52	21,061.18	4,916.04	5,419.60	39,000.00	32,105.34
2014	5,131.04	25,608.96	5,800.99	5,985.38	38,250.00	42,526.37
2015	1,438.00	28,021.11	5,910.60	4,864.35	34,000.00	40,234.06
2016	811.45	22,853.84	4,638.22	3,587.00	35,500.00	31,890.51
2017	338.18	27,412.05	5,195.45	4,833.75	36,000.00	37,779.43
2018	4,085.49	22,832.18	4,122.00	4,351.00	36,000.00	35,390.67
2019	7,893.42	24,805.65	4,358.20	4,670.50	36,000.00	41,727.77
2020	2,929.30	25,573.68	428.24	4,663.00	36,000.00	33,594.22
2021	3,078.50	26,242.85	5,193.15	6,509.00	39,670.00	41,023.50
2022	2,047.00	36,467.00	3,586.00	7,258.00	39,670.00	49,358.00
2023	3,034.00	38,886.00	4,359.00	5,702.00	39,670.00	51,981.00
Average	3,096.05	26,885.24	4,475.56	5,217.00	37,396.67	39,673.85





Attorney Fee Recovery for Mental Health Proceedings

Last year the Court began utilizing a free online accounting tool geared toward small businesses called **Wave**. This website has assisted the Court in generating and tracking invoices for reimbursement of the attorney fees it pays in connection with mental health proceedings. Like most things the Pandemic decreased collections, but overall this recovery system has been beneficial for the Court.

Court's professional guardian reimbursement program

Since 2017 the Court has greatly benefited from funding the County provided for its professional guardian reimbursement program. This allows guardians to be reimbursed up for \$60 per month per ward for services provided. Without this service professional guardians and thus any guardian would be unavailable for a number of wards. In 2019 six guardian services were able to use the program to provide for 42 wards. This has increased to 45 in 2020 and 51 in 2021. For 2023 the court provide 9 different public GALs compensation for their services, services for which they would not be paid.



Current Information and Key Contacts

Allegan County Probate Court

113 Chestnut Street
Allegan, MI 49010
Phone: (269) 673-0250
Fax: (269) 686-5157
<http://cms.allegancounty.org/sites/Office/Probate>

Hon. Michael L. Buck
Chief Probate Judge
mbuck@allegancounty.org
(269) 673-0532

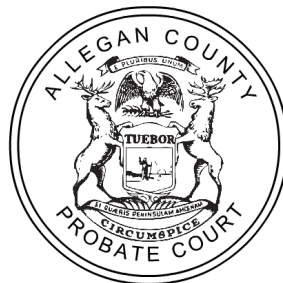
Jonathan K. Blair
Probate Register/Court Administrator
jblair@allegancounty.org
(269) 686-4633

Alicia Blik
Judicial Secretary/Court Recorder
ablick@allegancounty.org
(269) 673-0532

Jennifer Callaway
Deputy Probate Register
jcallaway@allegancounty.org
(269) 686-4624

Thomas Moore
Court Specialist
tmoore@allegancounty.org
269.673.0250

Jennifer White
Deputy Probate Register
jwhite@allegancounty.org
(269) 673-0250



S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

RESOLUTION PLEDGING FULL FAITH AND CREDIT TO BAUGHMAN DRAIN DRAINAGE DISTRICT BONDS

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

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District's bonds (the "Bonds"), in one or more series, in an amount not to exceed \$1,930,000 pursuant to the Act; and

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

WHEREAS, the Allegan County Board of Commissioners (the "Board") may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 276 of the Act; and

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

THEREFORE BE IT IS RESOLVED as follows:

The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$1,930,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County

from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

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

Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b) (5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate").

CERTIFICATION

I, Robert Genetski, the duly qualified and acting Clerk of Allegan County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2024

Robert Genetski, Clerk
County of Allegan

M E M O R A N D U M

To: Allegan County Board of Commissioners
From: Roger Swets, Dickinson Wright
Re: Resolution Pledging Full Faith and Credit to Baughman Drain Drainage District Bonds
Date: July 23, 2024

A Resolution Pledging Full Faith and Credit to Baughman Drain Drainage District Bonds has been presented to the Board of Commissioners. A key element of financing drain projects in Michigan includes a county board of commissioners adopting a resolution pledging the county's full faith and credit to a drain note or bond. This memo addresses the practical reasons why a pledge of full faith and credit is necessary, and the safeguards that the Michigan Drain Code contains to mitigate the liabilities to counties where full faith and credit is pledged.

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

The Baughman Drain Drainage District is a separate legal entity that is under the jurisdiction of the county drain commissioner. Drainage districts do not have employees or assets other than the drain that is under its jurisdiction. Drainage districts do not have taxing power or the power to charge fees for the use of the drain, but are financed solely by the levying of special assessments.

Because the drain projects are financed by special assessments, as opposed to taxes, and drains do not have liquid assets or revenue sources outside of the assessments, drain debt does not receive an investment grade rating from a rating agency and most banks will not acquire drain debt without a full faith and credit pledge of the county.

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

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

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

DRAIN CODE POWERS AND SAFEGUARDS REGARDING PAYMENT OF DRAIN BONDS

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

- 1) The debt service on drain bonds under Chapter 8 of the Drain Code is primarily paid from assessments levied against public corporations and benefitted properties in the drainage district.
 - a) The assessments against benefitted properties are a strong source of revenue since they have the same priority for payment as taxes, having a first priority superior to mortgages and other forms of debt that might encumber a property.
 - b) If a property owner is delinquent in paying the property owner's assessment the assessment is turned over to the county to be collected with the delinquent taxes. The county has significant powers to collect delinquent taxes which would ultimately end up with the property being sold at tax sale if the property owner does not pay the delinquent taxes and assessments. At that point, there would only be a shortfall in revenues to pay the drain assessment if the property is sold for less than the amount of outstanding delinquent taxes and assessments and the interest and penalties on them. The balance of the assessment that has not yet become due would continue to be a lien against the property payable by the new property owner after it is sold.
 - c) During the time the delinquent assessments are being collected, the amount of the delinquent assessment would be paid to the drainage district from the county's delinquent tax revolving fund (so long as a county maintains such a program) and would be used to pay the debt service on the drain bonds.
 - d) Assessments against the municipalities are a general obligation of those municipalities and as such a legally binding obligation of the general fund of the municipalities.
- 2) By adopting a resolution pledging full faith and credit, the county is agreeing to be a backup source of payment for the bonds if there is a shortfall in the primary source of payment and the county would only make payments in the event there is ever a shortfall in the assessment collections.
 - a) For assessments against benefitted property owners, a shortfall would only come into play after the property was sold at tax foreclosure (in counties that have a delinquent tax

revolving fund), if the sale price was less than the amount of delinquent taxes, assessments, and interest and penalties on them.

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

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

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

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

SUMMARY

In summary, the pledge of full faith and credit is a key element in Michigan to allow the drainage district to issue bonds for the project, which is critical to give the public corporations and benefitted properties time over which to pay their assessments at a lower interest rate, thus providing a key financial benefit to the County and its property owners.

Computation of Costs

State Of Michigan

County of Allegan

In the Matter of #027 Baughman Drain

Traversing the Township(s) of Otsego Township, Otsego City

County and State aforesaid

Be it Known, that I, Denise Medemar County Drain Commissioner

of the County of Allegan and State of Michigan, in accordance with the statute in such case

made and provided, did on the 17th day of July, 2024 A.D.

make the following computation of the entire cost of said drain to wit:

(1) Board of Determination	
Mileage & Per Diem	\$166.53
Meeting Transcription	\$297.25
(2) Contracts For Construction	
Maintenance to Date	\$7,204.50
Construction Contract - Division 1	\$416,442.80
Construction Contract - Division 2	\$504,007.10
(3) Engineering, Study and District Revisions (LRE)	\$59,700.00
(4) Engineering, Engineering Design and Bidding	
LRE Engineering	\$243,900.00
Allegan County Engineering	\$4,255.00
(5) Legal	\$45,000.00
Appeals	
(6) Other Expenses	
ACDC Admin Costs	\$2,713.51
EGLE Permit	\$500.00
Easement Appraisals	\$27,000.00
Easement Purchase	\$85,000.00
Register of Deeds Recording Fee	\$1,617.10
Interim Borrowing	\$26,125.20
Financial Advisory Fees	
Mailings	\$2,500.00
(7) Cost of Inspection, Construction Engineering	
LRE Services	\$142,820.00
Allegan County Services	\$16,000.00
(8) Publishing Notices	\$595.00
(9) Costs of Issuance	
Bond Counsel	\$21,000.00
Municipal Advisor	\$19,900.00
Rating Fee	\$18,000.00
Municipal Advisory Council Fee	\$450.00
Official Statement Fee	\$750.00
Treasury Fee	
Printing of Notice of Sale	\$2,250.00
(10) Interest on First Year Note (5.00%)	\$96,500.00
Gross Sum of Expenses	\$1,744,693.99
Contingent Expenses (Excludes Interest) 10.62%	\$185,306.01
Total Computed Cost of Constructing Drain	\$1,930,000.00

Filed in my office with other papers pertaining to the within mentioned drain

Dated at Allegan this 17th day of July 2024



Denise Medemar

County Drain Commissioner of Allegan County

The Allegan County Drain Commissioner (ACDC) received a petition in February 2014 for "cleaning out, relocating, widening, deepening, straightening, tiling, extending, adding branches or relocating along a highway" the #027 Baughman Drain. The primary issue was basement flooding within the Southgate Subdivisions and Prairiewood Condominium. A BOD (public meeting) was held in December 2015 to hear all testimony of affected property owners and an engineer's evaluation. The BOD determined that a project was necessary based on public health, convenience, or welfare.

As a result, an improvement project that consists of cleaning out the existing county drain and 3 man-made tributaries (branches) to the Baughman Drain and installing 2 additional underdrain branches along Elm Street and north of Prairiewood Court. Due to conflicts with existing utilizes, the proposed underdrain was located north of the properties on Prairiewood Court rather than along the street. The proposed improvements will lower groundwater in the area, thereby reducing basement flooding and improving surface water flow through the tributaries in response to the Baughman Drain petition.

Thank you,

Dan Fredricks

Vice President / Project Manager

Land & Resource Engineering

2121 3 Mile Road, Walker, Michigan 49544

Office: 616-301-7888

www.LREmi.com



ENGINEERS & SURVEYORS

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FACILITIES MANAGEMENT-AWARD SHERIFF'S OFFICE AC SYSTEM 8 REPLACEMENT BID

WHEREAS, the Board of Commissioners (Board) approved a \$50,000 appropriation within the 2024 Budget (#401 Public Improvements Fund) to fund the replacement of the aging AC System 8 at the Sheriff's Office; and

WHEREAS, consistent with the County's Purchasing Policy, a request for proposal process was used to solicit competitive bids and those bids have been evaluated by the Project Team to identify the lowest bidder with a satisfactory proposal and references.

THEREFORE BE IT RESOLVED that the Board awards the bid to replace AC System 8 at the Sheriff's Office (Project #1130-24A) to Kalamazoo Mechanical, Inc. of 5507 East Cork Street, Kalamazoo, MI 49048 for the base bid amount of \$150,726; and

BE IT FURTHER RESOLVED that the Board authorizes the County Administrator to approve additional expenditures deemed necessary to complete this project of up to a total project cost of \$170,000; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to make the necessary budget adjustments, and any necessary documents to complete this action are authorized to be signed.



REQUEST FOR ACTION PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 241-956 RFA Date: 7/25/2024 RFA Submitted By: Patti Wartella

PROJECT/SERVICE: ACSO AC System 8 Replacement Services
Project/Service Description: Replacement of AC System 8 at the ACSO building which is due for replacement per the County's Asset Management Plan.

Project/Contract #: 1130-24 A Contact Name: Carl Chapman
Department: Facilities Management Contact Info: Cchapman@allegancounty.org

PROCUREMENT METHOD: Public Solicitation / RFP
11 Firms invited to bid and bidding opportunity posted to County Website. 2 Bids Received

CONTRACT AWARD: \$150,726.00
Parties - County and: Kalamazoo Mechanical Inc
Contract Duration: Scope of Work Completion
Evaluation Team: Carl Chapman, Valdis Kalnins
References Checked: No - Current or previous vendor with satisfactory performance Debarred: No

PROCUREMENT METHOD: Not Applicable - PO under existing Agreement

CONTRACT AWARD: \$14,749.00
Parties - County and: Grand Valley Automation
Contract Duration: Scope of Work Completion

BUDGETARY ACTION NEEDED: Budget Adjustment or Additional Appropriation Needed
Amount: \$ 120,000 Source: #401 CIP From Account: 401 - Various
Amount: \$ 120,000 Source: #401 CIP To Account: 401-265.263-976.000

FUNDING SOURCE: #401 Capital Improvement Plan
\$ 50,000.00 Approved Appropriation
\$ 120,000.00 Additional Appropriation Requested through this RFA
\$ 170,000.00 Total Funding available if this RFA is approved
\$ - Expenditures to Date
\$ - Committed Funds
\$ 165,475.00 Award Amount

\$ 4,525.00 Funds Remaining

NEW CONTRACT SUMMARY:
Kalamazoo Mechanical Inc Standard County Agreement - No modifications or additional terms
Grand Valley Automation: PO referencing existing Master Agreement

BID PRESENTATION FOR PROJECT #: 1130-24A
Project Name: ACSO AC System 8 Replacement
Service Area: Facilities Management
Date: 7/25/2024
Advertised: County Website and Invitations to bid
Award Recommendation: Kalamazoo Mechanical Inc
Award Criteria: Low bidder with satisfactory proposal and references

VENDOR TABLE	Vendor 1	Vendor 2
Company Name	Kalamazoo Mechanical	Allied Mechanical Services, Inc.
Company Address	5507 E Cork St.	5688 East ML Ave.
City, State, Zip	Kalamazoo, MI 49048	Kalamazoo, MI 49048

SUMMARY COST TABLE

Air Handler Brand/Model	Trane / UCCA	Unspecified
Air Handler Cost:	\$89,475.00	Included
Condenser Unit Brand/Model	Trane / RAUJ	Unspecified 40 Ton Unit
Condenser Unit Cost:	Included Above	Included
All other equip, materials, and supplies	\$13,922.00	Included
Total Labor Cost:	\$34,219.00	Included
All other costs (specify)	\$7,560.00	Included
Perfromance and Payment Bond	\$1,050.00	\$3,000.00
Temp HVAC and Water Balancing	\$4,500.00	Not Included
BASE BID	\$150,726.00	\$242,450.00
Grand Valley Automation - Controls	\$14,749.00	\$14,749.00
TOTAL Project Cost:	\$165,475.00	\$257,199.00



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

ACSO AC System 8 Replacement Services Contract #1130-24A

This contract packet incorporates the following documents:

ACSO AC System #8 Replacement Services Agreement	2
Agreement and Scope of Work Clarifications.....	9
Attachment A – Scope of Work	10
Attachment B – Cost Proposal.....	14
Attachment C – Contractor’s Proposal	16

ACSO AC System #8 Replacement Services Agreement

This Agreement (“Agreement”) is made by and between the County of Allegan, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Contractor Name: Kalamazoo Mechanical, Inc

Contractor Address: 5507 E Cork St., Kalamazoo, MI 49048

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty days following receipt of invoice commensurate with progress towards Scope of Work completion and (or) satisfactory performance.

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion and expiration of all warranties and guarantees provided by the Contractor on the work performed, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Under Michigan Compiled Law 500.2270 a certificate of insurance does not include a policy of insurance, insurance binder, or policy endorsement. Contractor must comply with chapter 22A of Michigan Public Act 218 of 1956 by providing a copy of the endorsement showing Allegan County as an additional insured for each type of insurance required in this Agreement at least ten business days prior to commencement of services under this Agreement.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until the necessary insurance documents have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

G. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: “It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010.” If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

H. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections where coverage is provided for additional insured and cancellation notice, may be acceptable.

I. Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

J. No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

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

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor’s own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor’s performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to,

income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. County Employees

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

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color,

religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

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

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

19. Binding Effect

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

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

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

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

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

27. Conflicts of Interest

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

28. Anti-Collusion Statement

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

29. Performance and Payment Bonds

The following bonds or securities shall be secured by the Contractor upon full execution of this Agreement whenever the contract award exceeds \$50,000. These bonds or securities shall be included in this Agreement and become binding on the parties.

A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in this Agreement; and

B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in this Agreement. The bonds shall be an amount equal to 100% of the price specified in this Agreement.

30. Entire Agreement

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

1. This ACSO AC System #8 Equipment Replacement Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 6/26/2024
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 07/23/2024

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

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

Contractor:

County:

Sign: Carson Cornish

Sign: _____

Name: Carson Cornish

Name: Robert J. Sarro

Title: President

Title: Allegan County Administrator

Date: 7-23-24

Date: _____

Agreement and Scope of Work Clarifications

This Agreement hereby incorporates the following County decisions between Scope of Work alternatives, clarifications noticed during the open bid process, the County's acceptance of clarifications requested by Contractor in its proposal, and any additional negotiated terms, conditions or clarifications not incorporated elsewhere in this Agreement:

1. Facilities Management and the Sheriff's office have consulted and agreed that work can be carried out during the day provided sufficient notice and advance coordination of activities by the contractor.
2. During the crane lift of the condensing unit that is located on the roof, the area under and around where the condensing unit is located will need to be evacuated for safety reasons. This is understood, acknowledged and accepted by the County.
3. The County understands that due to anticipated lead times of 4-5 months on HVAC equipment manufacture and delivery, equipment likely won't be available until January. This will preclude an installation before winter and installation during winter months is not practical. The County accepts Contractor's plan to install the new system in March/April of 2025.
4. The County accepts that the system will be down for a minimum of 3-4 weeks during this replacement, and possibly longer, and accepts Contractor's proposal for providing temporary heating and cooling equipment upon request of the County.
5. The County accepts all other Contractor clarifications as stated in its proposal.

Attachment A – Scope of Work

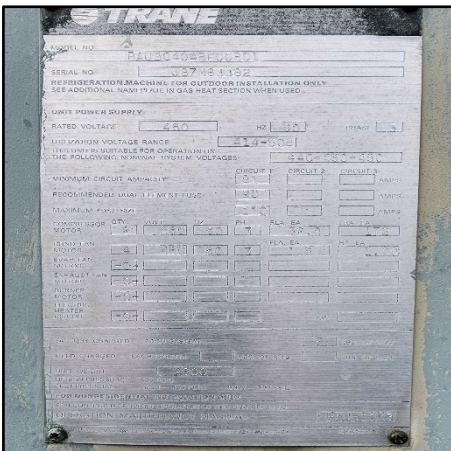
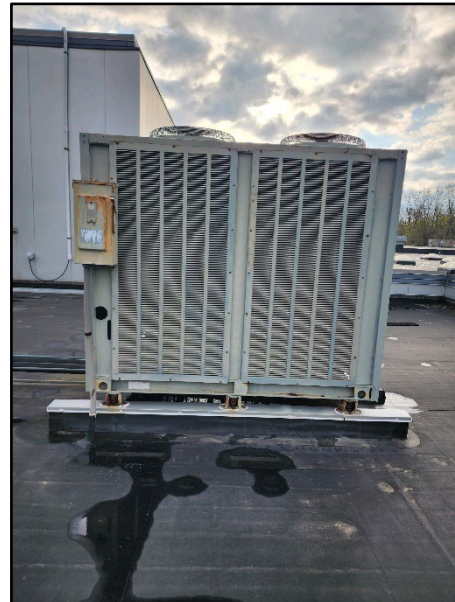
1. INTRODUCTION

1.1 Contractor shall replace the aging HVAC equipment specified herein at the Allegan County Sheriff Office (ACSO) which is located at 640 River St, Allegan, Michigan 49010

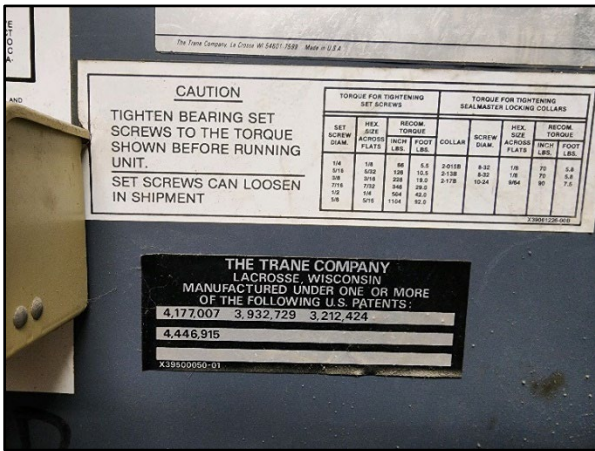
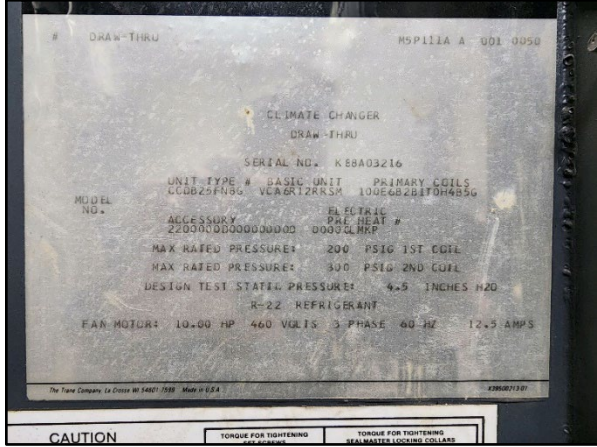
2. AIR HANDLER AND CONDENSER SYSTEM #8

2.1 Contractor shall replace Air Conditioning System #8 and integrate the new equipment into the existing cooling distribution system.

2.2 The condenser for AC System #8 rests on the roof of the building as shown below:



2.3 The air handler for AC System #8 is located in a mechanical room within the ACSO Building, shown below:



2.4 Unless otherwise noted and agreed upon in the Agreement and Scope of Work Clarifications, the scope of work includes the replacement of the refrigerant lines running between the Condenser and Air Handler.

3. SCOPE OF SERVICES

3.1 General Conditions, Site Protection and Safety Requirements

- 3.1.1 Permits and Inspections: Contractor shall secure, coordinate and pay for any necessary permits and inspections.
- 3.1.2 Debris Disposal: Contractor shall remove all debris and trash generated in performing the work under this Agreement from the site. Disposal of these materials, is the Contractor’s responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws. Contractor shall not use County dumpsters for disposal.
- 3.1.3 Damage to County Property: Existing facilities, including but not limited to grounds, structures, vehicles, utilities, landscaping, fixtures, furnishings, equipment and surfaces and building systems in the vicinity of Contractor’s work shall be protected by Contractor. Any damage to existing facilities shall

be reported to the County on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by the County at Contractor's expense. All repairs of damage to existing facilities shall be made to the satisfaction of the County. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

Building Access: Contractor shall arrange for work to be done during regular business hours which are 8:00 am to 5:00 pm, Monday through Friday excluding holidays with the exception of any power shutdown to the building that may be needed during the conversion which must be arranged for in advance and completed after-hours.

On scheduled days of installation, a representative from Facilities Management will meet the Contractor at a designated location to provide access to the facility. The Facilities Management representative will remain available during installation as needed to provide assistance.

3.2 Equipment Procurement, Delivery and Installation

Upon contract award, Contractor shall:

- 3.2.1 Procure the specified equipment with all necessary options and accessories to integrate it into the existing HVAC system and controls (controls to be supplied by Grand Valley Automation - GVA).

It is the Contractor's responsibility to have verified during the mandatory site visit – the specifications and dimensions for the new equipment, amount of space available at each location to install the new equipment, and what accessories are required to integrate the new unit and have accounted for any special conditions in its bid.

It is also the Contractor's responsibility to have discussed equipment controls with GVA and have a clear understanding of the components and services that each party will be providing to integrate the equipment controls.

- 3.2.2 Either bring new HVAC equipment to the site on the scheduled day of installation or arrange to have it delivered on the scheduled day of installation and be present to accept delivery.

The Allegan County Sheriff's Building has a loading dock that can be made available to Contractor upon request with advanced notice.

It is the Contractor's responsibility to have verified during the mandatory site visit - the layout of the building to determine how equipment is to be moved from the delivery site to the installation site and have accounted for any special conditions in its bid.

- 3.2.3 Coordinate equipment control disconnection and reconnection with Grand Valley Automation (GVA), the County's contractor for building automation services.

*The digital controls for the new handler will be replaced by GVA and **are not to be included in this scope of services or Contractor's bid.***

- 3.2.4 Disconnect, remove and dispose of the existing HVAC equipment and any associated equipment that is no longer needed.
- 3.2.5 Install the new equipment and any equipment controls needed and not being provided by GVA.
- 3.2.6 Reconnect all ducts, vents, gas, electricity, controls (with assistance / in coordination with GVA), etc. to integrate the new equipment to render it fully functional.
- 3.2.7 Conduct a system start-up test to demonstrate and confirm correct installation and proper functioning of the new equipment. Testing shall be conducted with a Facilities Management representative present to verify proper functioning necessary for system for acceptance.

3.3 Scheduling

- 3.3.1 All work is to be scheduled at least five (5) business days in advance and coordinated through:

Carl Chapman
Director of Facilities Management
(269) 673-0207
cchapman@allegancounty.org

Attachment B – Cost Proposal

4. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

4.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax.

4.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified anywhere else in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

4.3 Quality

All materials used for the manufacture or construction of any items to be provided under this Agreement shall be new. Pricing shall be for items in new condition representing the latest model of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the County.

4.4 Delivery Provisions

All goods procured through this Agreement by the Contractor for the County shall be delivered by the Contractor under the terms Free on Board 640 River St., Allegan, Michigan. Title and risk of loss to the purchased goods does not pass to the County until the items are received by County / installed and accepted as functioning by the County.

4.5 Invoices:

All invoices must reference contract #1130-24A, itemize services rendered and be sent by email to projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010


4.6 Cost Tables

Once completed, the following cost tables shall establish the pricing to be charged unless otherwise negotiated in writing.

Air Handler and Condenser System #8	Cost
Air Handler Unit Brand: Trane Model: UCCA	\$ 89,475
Condenser Unit Brand: Trane Model: RAUJ	\$ included above
All Other Equipment, Materials and Supplies (including new refrigerant lines)	\$ 13,922
Total Labor Cost	\$ 34,219
All Other Costs (specify): Permit, Equipment Rental, Hoisting, Roof Patching	\$ 7,560
BASE BID (not to exceed):	\$ 145,176
Additional cost of Performance and Payment Bonds if Base Bid exceeds \$50,000.	\$ 1,050
Cost deduction if it is agreed upon by the County that the refrigerant lines do not need replacement	\$

4.7 Cost Proposal Certification

Bid is firm for 45 days (45 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	Kalamazoo Mechanical, Inc.
Contractor Address:	5507 E Cork St
City, State, Zip:	Kalamazoo, MI 49048
Representative Name (Print):	Carson Cornish
Representative Signature:	
Representative Title:	President

Attachment C – Contractor’s Proposal



PROPOSAL CONTENT – ALLEGAN RFP#1130-24A ACSO AC System 8 Replacement Services

9.1 Company Information:

9.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

Kalamazoo Mechanical, Inc. – Year Incorporated: 1985 – Total Employees: 40

9.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.

5507 E. Cork Street, Kalamazoo, MI 49048

9.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

Carson Cornish, President – Phone: 269.217.5470 – Email: Carson@KalamazooMechanical.com

9.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past five years. If no, so state. If yes, detail the circumstances and current status of such action.

No.

9.2 Company Experience:

- Bruce Zache, Field Operations Director, CSM Group, 269-366-7313, bruce.zache@csmgroup.com.

CSM Group. **Lakeview Riverside and West Lake**. \$2,500,000.

Two (2) Elementary schools simultaneously- Summer renovation and addition. Both buildings needed to be complete by fall to allow students to return. Included new Boilers, RTUs, Heat Pumps, ERVs, Classroom UVs. Trane, Mitsubishi, Changeair, and Lochinvar Equipment was utilized.

- Tara Long, Senior Property Coordinator, Bronson Methodist Hospital, 269-341-8189, longt@bronsonhg.org.

Bronson Primary Care (Richland and Kalamazoo Campuses). \$1,400,000.

Two (2)- new 15,000 SF medical facilities from the ground up. AHUs, Boilers, Radiant in-floor, Heat Pumps, Plumbing. KMI was responsible for the complete mechanical including sheetmetal, plumbing, piping, temperature controls, insulation, and test/balancing. This project went through a full commissioning and functional testing process with Tower Pinkster. Daikin, and Lochinvar equipment was utilized.

- Mark Rimes, Project Executive, Elite Companies, 269-330-9535, mark.rimes@elite-companies.com.

HEATING • A/C • REFRIGERATION • SHEET METAL • PIPING

5507 E. CORK STREET, KALAMAZOO, MI 49048 | OFFICE 269.343.5351

Elite Companies - **St Joseph Schools**. \$5,000,000.

Three (3) Elementary schools simultaneously- Summer renovation projects where all three buildings had to be completed by fall to allow students to return- Included New Boilers, RTUs, AHUs, Heat Pumps, Classroom UVs. Trane, Mitsubishi, Airedale, and Fulton Equipment was utilized.

9.3 Equipment:

9.3.1 Describe the air handler unit to be installed including manufacturer, model, etc. Include a spec sheet that clearly identifies the proposed product and any options to be included if more than one model is listed. [Trane Model UCCA](#). See attached spec sheet for details.

9.3.2 Describe the condenser to be installed including manufacturer, model, etc. Include a spec sheet that clearly identifies the proposed product and any options to be included if more than one model is listed. [Trane Model RAUJ](#). See attached spec sheet for details.

9.3.3 State whether your firm would recommend replacing the refrigerant lines between the condenser and air handler or are they in adequate condition to be reused with the new units. [KMI recommends that the refrigerant lines between the condenser and air handler be replaced.](#)

9.3.4 State any kind of manufacturer's warranty or guarantee offered on the equipment and key components. [Trane Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins \("Warranty"\). Five \(5\) years on compressor.](#)

9.4 Delivery and Installation:

9.4.1 Note whether the equipment will be shipped to the County or brought onsite by the Contractor. If to be shipped to the County, confirm a representative from your firm will be on-site to accept delivery of the equipment fixtures and confirm that no special equipment or facilities are needed from the County or note any requested variances.

[KMI will deliver the units to the site at the time of installation.](#)

9.4.2 Approximately how many days of on-site work are you anticipating it will take to complete the work? [We anticipate 3-4 weeks to complete installation.](#)

9.4.3 State the current manufacturing lead time for the replacement air handler and condenser if the units are not in stock.

[Current lead times are 23 weeks for the air handler and 20 weeks for condenser not including freight shipping times.](#)

9.4.4 Assuming an award notification around August 8, 2024, state when your firm would anticipate scheduling the replacement ACSO AC System 8.

[Replacement to be scheduled within two weeks of equipment delivery. Based on lead times, sometime in March or April 2025.](#)

9.4.5 Does your firm intend to use any subcontractors to assist with this project? If yes, name the subcontractor and describe the work to be performed.

Crane company for hoisting – Bucks Crane.
Roofing cutting and patching – Division 7.

9.4.6 Describe the standard labor warranty on the equipment being proposed including any limitations or exclusions. **One (1) year labor warranty.**

9.4.7 State whether your firm would recommend replacing the refrigerant lines between the condenser and air handler or are they in adequate condition to be reused with the new units.

We recommend and have included in our bid replacement of the refrigerant lines between the condenser and the air handler.

9.4.8 Note any proposed variances from the County’s scope of work.
None.

Please see attached clarifications.

Clarifications

1. No structural steel is included in this proposal, and none is anticipated.
2. New vibration isolators for the roof mounted condensing unit and interior AHU are included in this pricing.
3. We intend to reuse the existing smoke detectors.
4. Floor protection for the heavy traffic interior areas is included in this pricing.
5. A certified air and water balance is not included in this pricing. Please add approximately \$1,500 for certified balancing if desired.
6. Mechanical and electrical permits are included.
7. Roof cutting and patching for refrigeration piping penetration are included.
8. Trane Equipment will be utilized. See submittal attached.
9. Please add approximately \$3,000 for temporary HVAC equipment to be utilized if necessary.
10. We intend to hoist the unit from the lawn closest to the condensing unit location.
11. We include all new refrigeration, condensate, and hydronic pipe, valves, fittings, and insulation.
12. We have included all sales taxes based on the tax code. Deduct \$4736 if exempt from tax/use tax.



Air Handler Model UCCA

Unit Overview - UCCAM25C0G0EBZ3200000FJF800DA10000000B1

Application	Unit Size	Supply Fan		External Dimensions (in.)			Weight		Elevation
Indoor unit	25	Airflow	Total Static Pressure	Height	Width	Length	Installed	Rigging	0.00 ft
		12900 cfm	3.256 in H2O	95.818 in	81.000 in	87.084 in	2277.3 lb	2245.8 lb	

Unit Features

Panel	2 in. Foam Injected R-13
Panel Material	Galvanized
Configuration	Vertical motorized impeller fan standard with top front discharge
Coil, Drain and Motor side	Stainless Steel Drain Pan, RH Coil / RH Motor & Drive Location

Unit Electrical

Unit Voltage		Supply Motor(s) + HV + CONT	
Unit Voltage	460/60/3	FLA	11.96 A
		MCA	13.43 A
		Max fuse size	15.00 A
		Supply Motor(s) + HV + CONT	
		Motor FLA	5.87 A

Controls

Controller Type	Terminal block
Controls Options 1	Low limit sw, condensate overflow sw, dirty filter sw and fan status sw

Air Mixing Section

Openings			
Face	Type	Airflow	Hood
Back damper or opening	Damper	12900 cfm	No

Filter

Type	Angled
Merv Rating	2" MERV 8
20 in. x 25 in. Quantity	12
Pressure Drop	0.280 in H2O
Condition	Clean
Airflow	12900 cfm

Heating Section (Pre-Heat)

Coil Construction and Options		Coil Performance	
Rows/Fin Spacing	1 row preheat hydronic coil with 12 fins per inch	Capacity	
Tube Diameter	3/8in. tube diameter (9.5mm)	Total Pre-heat Capacity	559.60 MBh
Coil Options	Aluminum fins, galvanized coil casing, 3/8" coils	Air	
Rigging Weight	104.9 lb	Pre-heat Airflow	12900 cfm
Installed Weight	136.4 lb	Pre-heat Entering Air Temp	45.00 F
		Pre-heat Leaving Air Temp	85.00 F
		Pre-heat Pressure Drop	0.141 in H2O
		Pre-heat Face Velocity	538 ft/min
		Fluid	
		Pre-heat Flow Rate	34.38 gpm
		Pre-heat Entering Temp	180.00 F
		Pre-heat Leaving Temp	147.46 F
		Pre-heat Pressure Drop	6.40 ft fluid
		Pre-heat Tube Velocity	4.13 ft/s
		Reynolds Number (pre-heat)	31292.88
		Pre-heat Type	Water
		Pre-heat Volume	3.84 gal
		AHRI Classification	
		Classification	AHRI ACHC Certified



Cooling Coil Section

Coil Construction and Options		Coil Performance	
Main Coil System Type	DX - 454B	Capacity	
Rows/Fin Spacing	6 row DX roil 12 fins per inch	Total Capacity	502.80 MBh
Tube Diameter	3/8in. tube diameter (9.5mm)	Sensible Capacity	347.13 MBh
Coil Options	Aluminum fins, galvanized coil casing, 3/8" coils	Air	
Refrigerant Circuit Options	Intertwined circuit with 4 DX 3/16" distributors	Cooling Airflow	12900 cfm
Rigging Weight	328.1 lb	Entering Dry Bulb Temp	80.00 F
Installed Weight	328.1 lb	Entering Wet Bulb Temp	67.00 F
		Leaving Dry Bulb Temp	55.48 F
		Leaving Wet Bulb Temp	54.38 F
		Pressure Drop	1.105 in H2O
		Face Velocity	538 ft/min
		Fluid	
		Volume	10.42 gal
		Liquid Temp Entering TXV	115.00 F
		Saturated Suction Temp	47.08 F
		Suction Superheat	8.00 F
		AHRI Classification	
		Classification	Outside scope of AHRI 410

Supply Fan Section

Fan Data		Motor Data	
Fan Type	Vertical motorized impeller fan standard with top front discharge	Power / Fan	Motorized impeller supply fan
Fan Quantity	2.00 Each	Voltage	460.0 V
FEI	0.78	Impeller Fan Control Voltage	9.6 V
Fan Performance		Wire to air static efficiency	0.00 %
Airflow	12900 cfm	Fan Discharge	
Total Static Pressure	3.256 in H2O	Airflow	12900 cfm
Total Brake Power / Fan	4.134 hp	Face Velocity	1214 ft/min
Operating Speed	1655 rpm		
Motor Interface			
Type	ECM		
Voltage	460.0 V		



Static Pressure Section

Filter/Mixing Air Pressure Drop	0.280 in H2O
Cooling Coil Pressure Drop	1.105 in H2O
External Static Pressure	1.500 in H2O
Preheat Air Pressure Drop	0.141 in H2O
Discharge Pressure Drop	0.230 in H2O
Supply Fan Total Static Pressure	3.256 in H2O

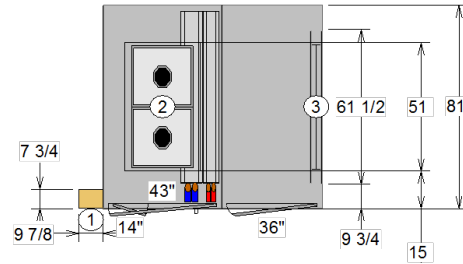
AHRI Certification

Data generation date	7/19/2024
Trane Select Assist update number	2850

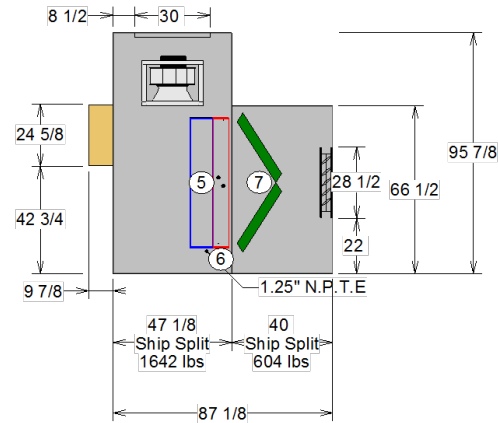
Coil 1 Note: Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org.



Coil 2 Note: Coil is NOT certified by AHRI. Coil is outside the scope of AHRI Standard 410.



- 1 External control box Front
24.65 x 7.714
 - 2 Motorized impeller fan -
 - 3 Damper back
28.47 x 61.5
 - 4 1.25" N.P.T.E
 - 5 Cooling coil
 - 6 Heating Coil
 - 7 Angled filters -
- Doors
- 14 width x 34 height
 - 43 width x 27 height
 - 36 width x 57 height

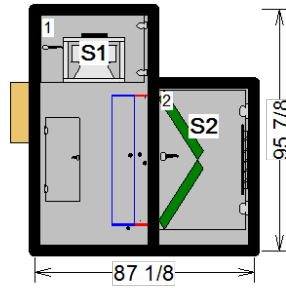


OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

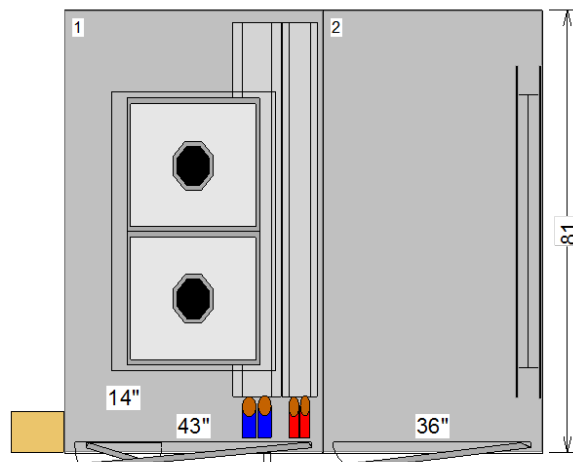
Unit size: 25	Job Name: Allegan County ACSO AC System 8 Replacement Servic	Unit Casing: 2in Double Wall Foam
Unit type: Indoor unit	Design airflow: 12900	Proposal Number:
Optional indoor baserail: 6" baserail	Sales Office: Grand Rapids Main Office	Unit Tag: UCCA-25 MI
Pipe cab / curb / paint:		Rigging weight: 2245.8 / Installed weight: 2277.3



Shipping splits are indicated by thick black lines



Pos #	Module	Length	Weight
1	Base Unit	47 1/8	1641.80
2	Filter / mixing / econ section	40	604.00
			Installed Unit Weight 2245.80 lbs



Basic Overall Plan View: Top - Measurements in inches

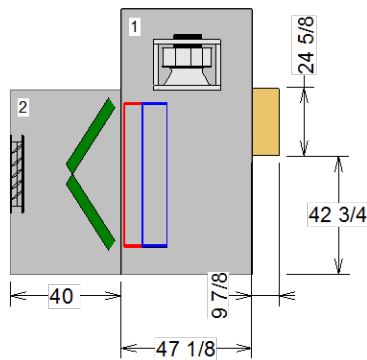
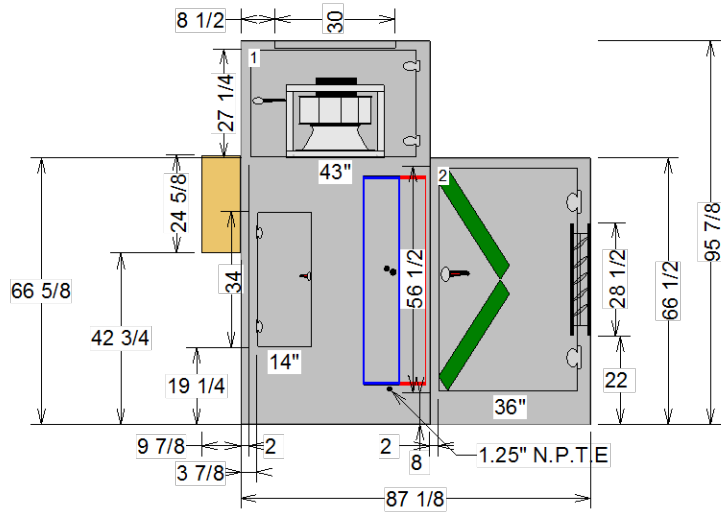
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Pipe cab / curb / paint:		Rigging weight: 2245.8 / Installed weight: 2277.3



TRANE

Performance Climate Changer
Air Handlers



Detailed Elevation View: Left - Measurements in inches

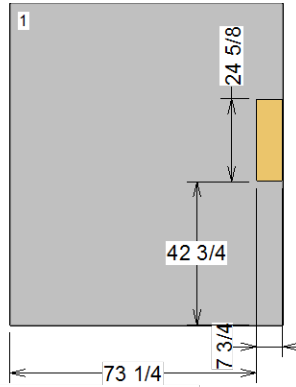
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 25	Job Name: Allegan County ACSO AC System 8 Replacement Serv	Unit Casing: 2in Double Wall Foam
Unit type: Indoor unit	Design airflow: 12900	Proposal Number:
Optional indoor baserail: 6" baserail	Sales Office: Grand Rapids Main Office	Unit Tag: UCCA-25 MI
Pipe cab / curb / paint:		Rigging weight: 2245.8 / Installed weight: 2277.3

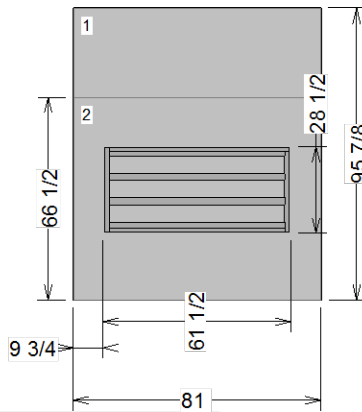


TRANE

Performance Climate Changer
Air Handlers



Detailed Elevation View: Front - Measurements in inches



Detailed Elevation View: Back - Measurements in inches

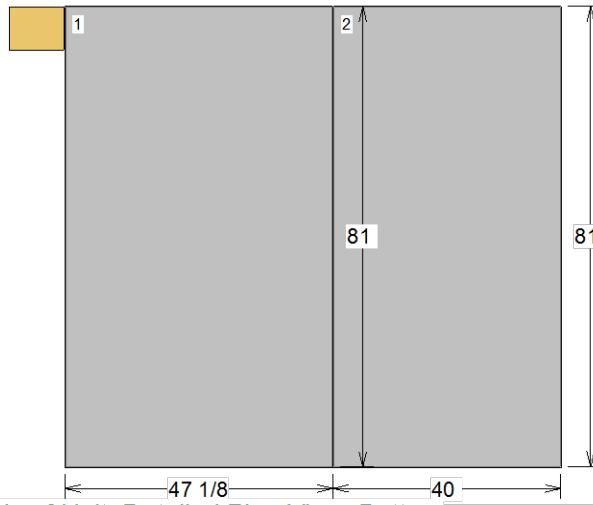
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 25	Job Name: Allegan County ACSO AC System 8 Replacement Servic	Unit Casing: 2in Double Wall Foam
Unit type: Indoor unit	Design airflow: 12900	Proposal Number:
Optional indoor baserail: 6" baserail	Sales Office: Grand Rapids Main Office	Unit Tag: UCCA-25 MI
Pipe cab / curb / paint:		Rigging weight: 2245.8 / Installed weight: 2277.3

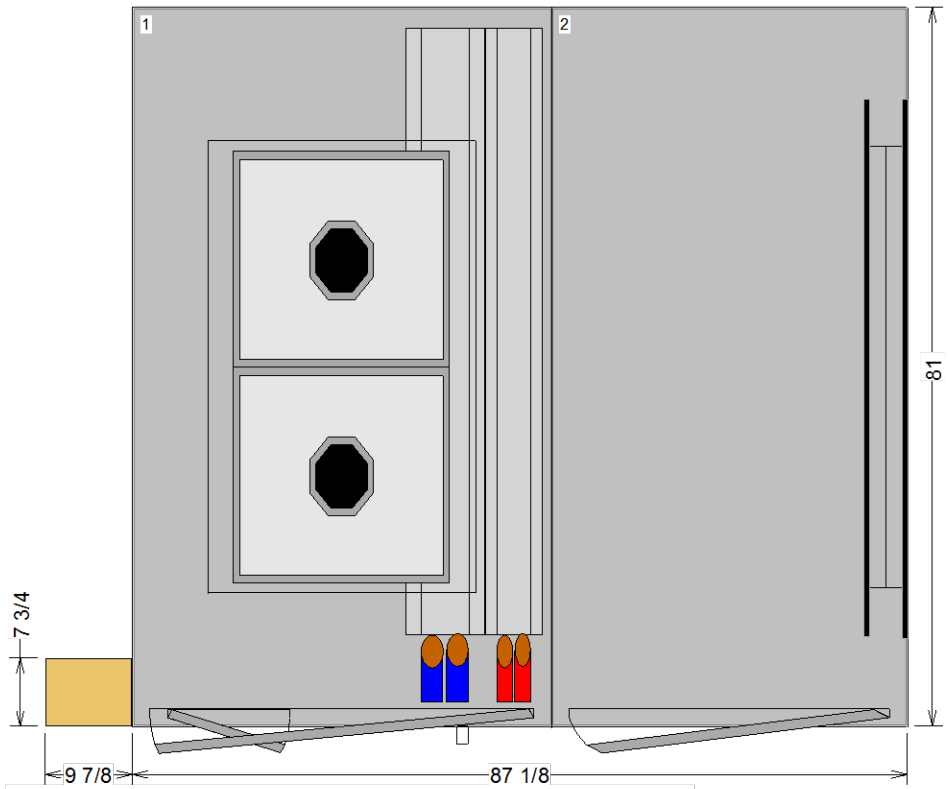


TRANE

Performance Climate Changer
Air Handlers



Left Side of Unit Detailed Plan View: Bottom - Measurements in inches



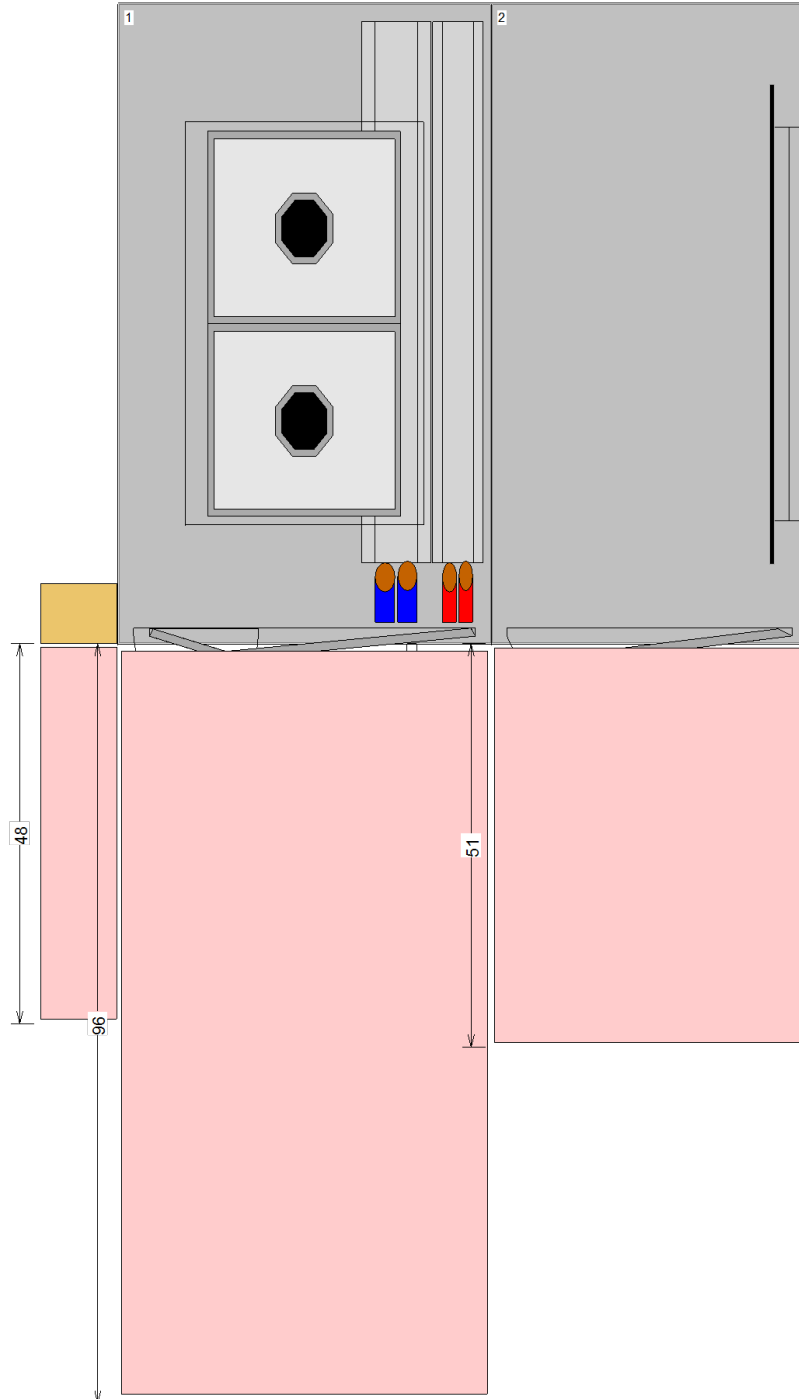
Right Side of Unit Detailed Plan View: Top - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 25	Job Name: Allegan County ACSO AC System 8 Replacement Service	Unit Casing: 2in Double Wall Foam
Unit type: Indoor unit	Design airflow: 12900	Proposal Number:
Optional indoor baserail: 6" baserail	Sales Office: Grand Rapids Main Office	Unit Tag: UCCA-25 MI
Pipe cab / curb / paint:		Rigging weight: 2245.8 / Installed weight: 2277.3


TRANE

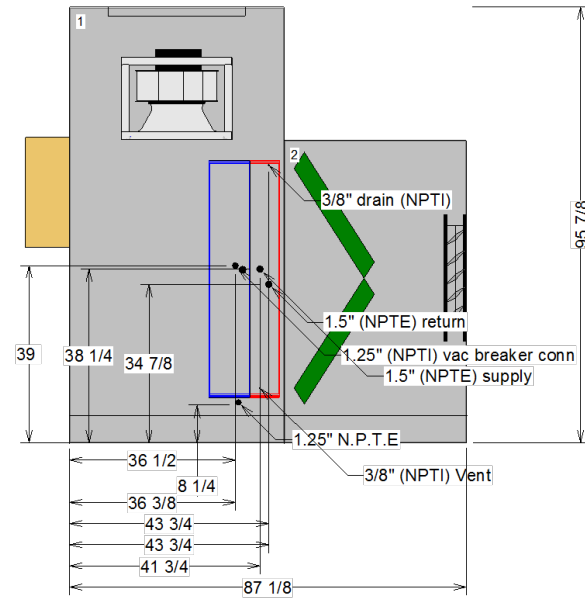
 Performance Climate Changer
 Air Handlers



Basic Service Clearance - Plan - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 25	Job Name: Allegan County ACSO AC System 8 Replacement Servic	Unit Casing: 2in Double Wall Foam	 Performance Climate Changer Air Handlers
Unit type: Indoor unit	Design airflow: 12900	Proposal Number:	
Optional indoor baserail: 6" baserail	Sales Office: Grand Rapids Main Office	Unit Tag: UCCA-25 MI	
Pipe cab / curb / paint:		Rigging weight: 2245.8 / Installed weight: 2277.3	



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Optional indoor baserail: 6" baserail	Sales Office: Grand Rapids Main Office	Unit Tag: UCCA-25 MI
Pipe cab / curb / paint:	Rigging weight: 2245.8 / Installed weight: 2277.3	





Unit Overview

Unit Type	Nominal Capacity	Minimum Installed Weight	Maximum Installed Weight	Total Power (Condenser Only)	Elevation
Condensing unit - Air cooled	40 ton	2482.0 lb	3120.0 lb	46.34 kW	0.00 ft

Unit Features

System Control	No system control
----------------	-------------------



Unit Electrical

Voltage/Phase/Hz	460/60/3	MCA	87.00 A
Unit Mounted Power Connection	Unit disconnect switch (nonfused)	MOP	100.00 A
		RDE	100.00 A

Condenser Fan FLA	1.80 A
Condenser Motor Count	4.00 Each
Condenser Fan Motor Power	3.53 kW

Compressor 1 RLA	18.60 A
Compressor 1 Count	4.00 Each
Compressor 2 RLA	0.00 A
Compressor 2 Count	0.00 Each
Compressor Power	42.81 kW

Note: Connect properly sized and protected power supply wiring to the unit (copper wiring only to the unit)

Condensing Section

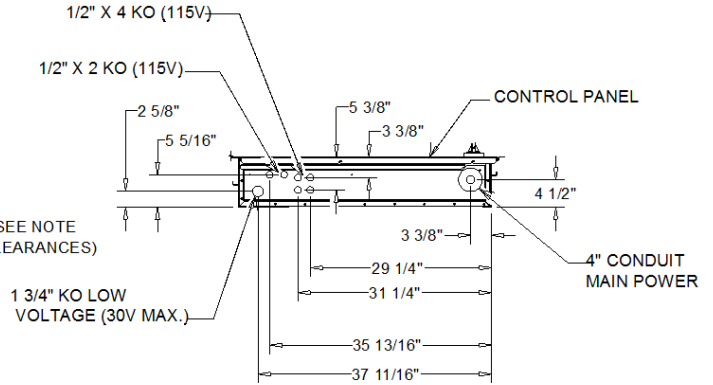
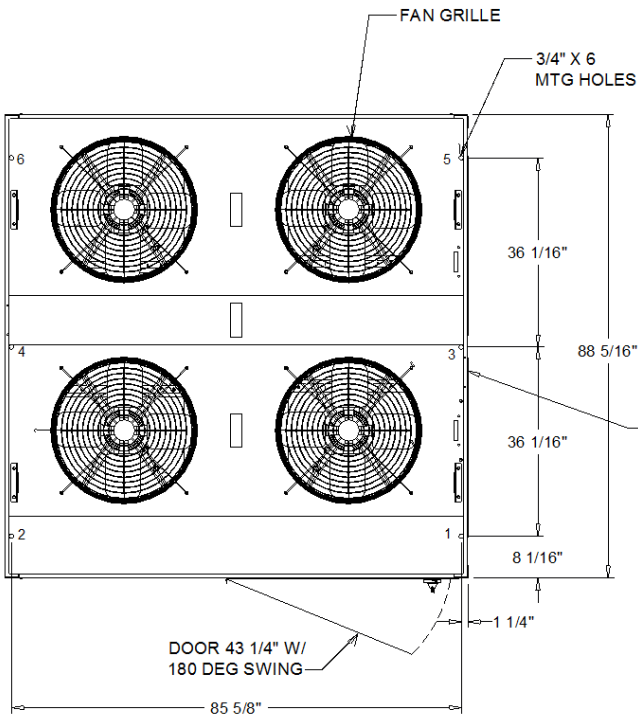
Service Valves	Suction service valve	Application Type	Standalone RAUJ Condenser
Refrigerant Type	R410a	Net Total Capacity	532.95 MBh
Design Ambient Temp	95.00 F	Saturated Suction Temp	43.59 F
Ambient Control	Standard ambient control	Leaving Compressor Temp	124.25 F
EER @ AHRI (Condenser Only)	11.7 EER	Entering Expansion Device Temp	104.64 F

Refrigerant Line Information

Suction Line Size - Horizontal	1-5/8 in.	Est Refrigerant Charge Per Circuit	22.7 lb
Suction Line Size - Vertical	1-5/8 in.	Refrigerant Charge (no evap) - 50 ft	25.0 lb
Liquid Line Size	5/8 in.	Refrigerant Charge (no evap) - 100 ft	37.0 lb
		Refrigerant Charge (no evap) - 150 ft	50.0 lb

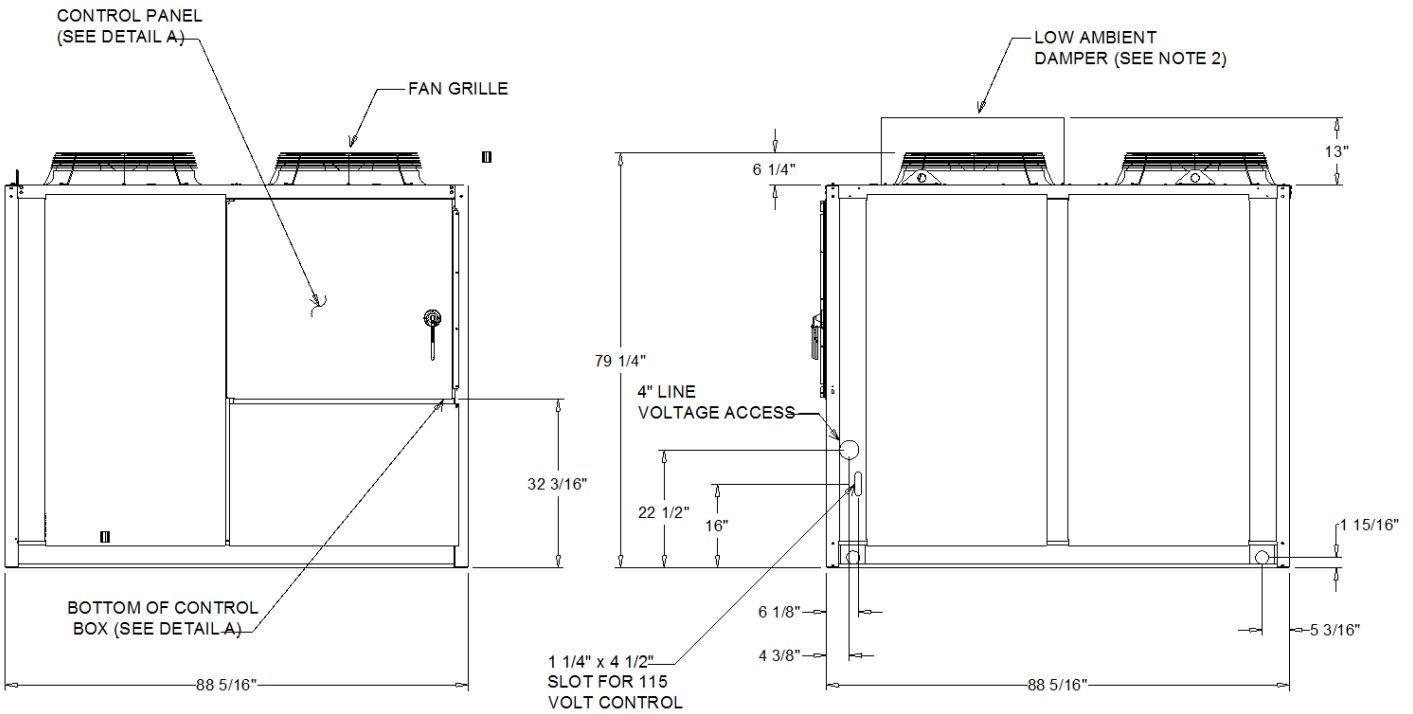
NOTES:

1. SEE CONNECTION DRAWING FOR CONNECTION LOCATION AND SIZES.
2. LOW AMBIENT DAMPER ONLY COMES WITH SELECTED UNIT .
3. FRONT & BACK OF UNIT CLEARANCE 72". LEFT & RIGHT SIDE OF UNIT CLEARANCE 42"



DETAIL A

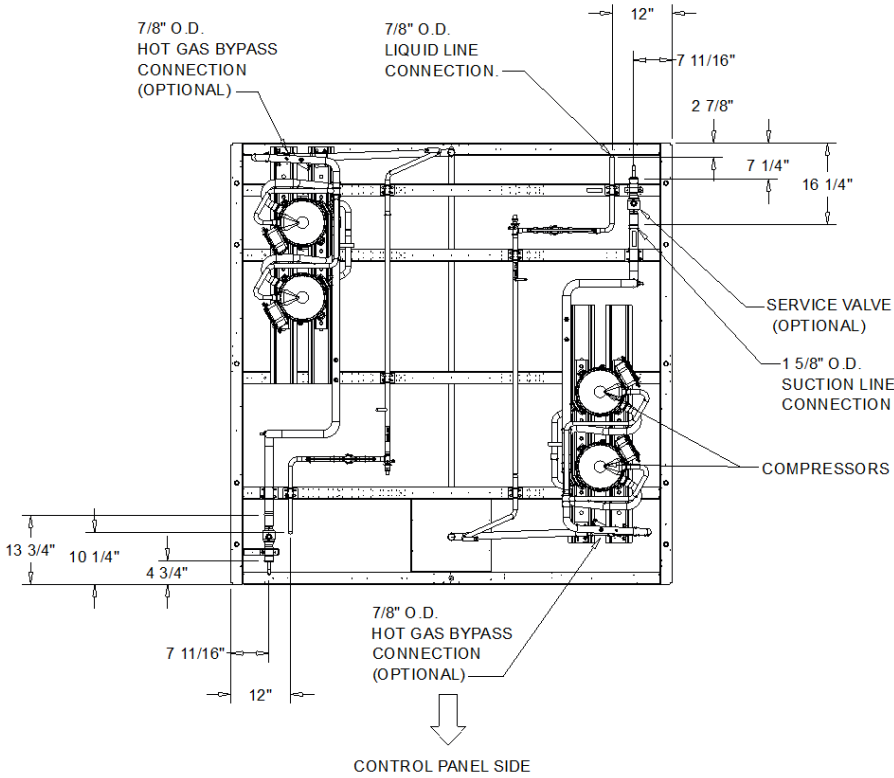
BOTTOM OF CONTROL BOX



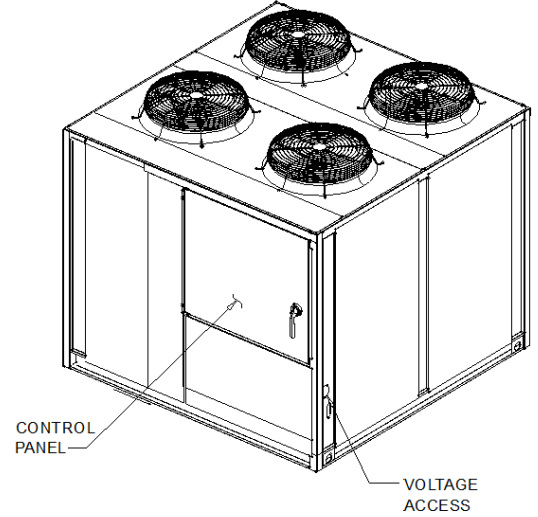
40 TON UNIT

DIMENSIONAL DRAWING

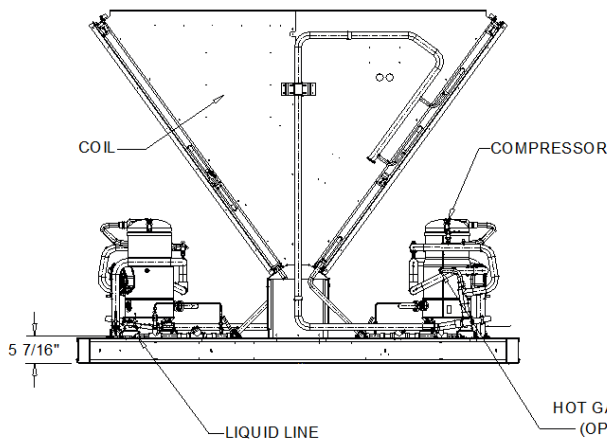
NOTES:
 1. VERIFY WEIGHTS, CONNECTIONS, AND ALL DIMENSIONS WITH TRANE INSTALLATION OPERATION MAINTENANCE (IOM) DOCUMENTS BEFORE INSTALLATION.



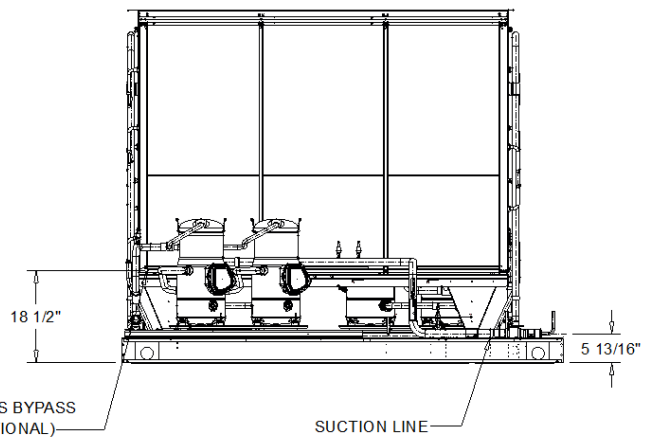
PLAN VIEW OF UNIT
 CONNECTION DRAWING



ORIENTATION VIEW OF UNIT
 ISOMETRIC DRAWING



CONTROL PANEL (LEFT) SIDE VIEW OF UNIT
 CONNECTION DRAWING



BACK VIEW OF UNIT
 CONNECTION DRAWING

40 TON UNIT

DIMENSIONAL CONNECTION DRAWING

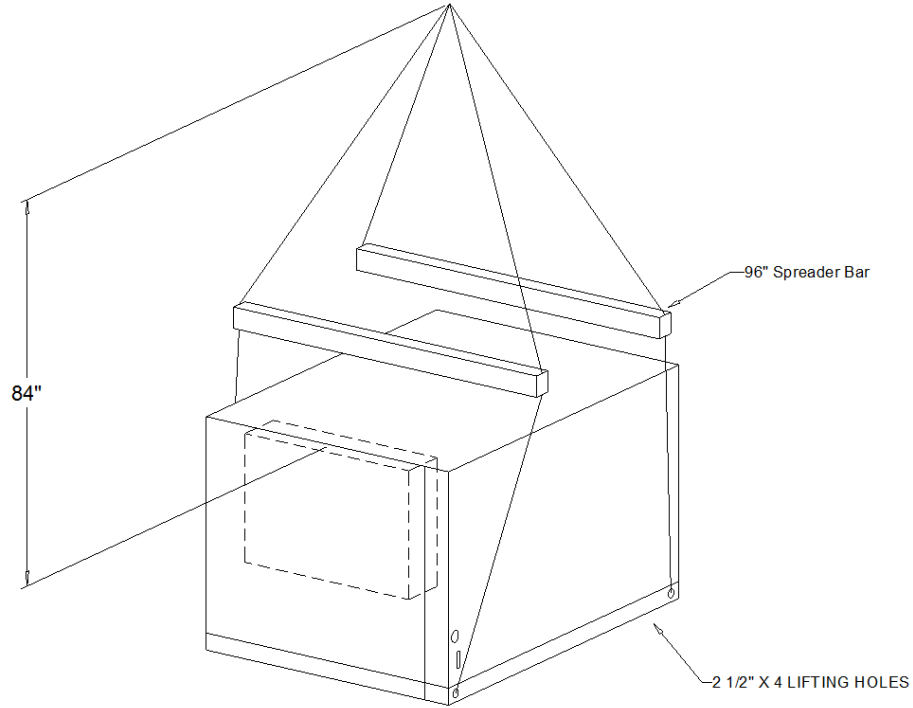


GENERAL ELECTRICAL DATA

<p>GENERAL</p> <p>Tonnage / kW: 40 [140.0 kW] Unit Operating Voltage Range: 414-506 Unit Primary Voltage: 460 Unit Hertz: 60 Unit Phase: 3 Minimum Circuit Ampacity: (3) 87.00 A Maximum Overcurrent Protection Device: (2) 100.00 A Recommended Dual Element Fuse: (4) 100.00 A</p>	<p>OUTDOOR MOTOR</p> <p>Number: 4 Horsepower: 1.0 Motor Speed (rpm): 1,140 Outdoor Motor Full Load amps: 1.8 Outdoor Motor Locked Rotor amps: 9.0</p>
<p>COMPRESSOR</p> <p style="text-align: right;">Circuit A1/A2 - Circuit B1/B2</p> <p>Tons (ea): 10.0 / 10.0 - 10.0 / 10.0 Compressor Rated Load Amps (ea): 18.6 / 18.6 - 18.6 / 18.6 Locked Rotor Amps (ea): 142.0 / 142.0 - 142.0 / 142.0</p>	<p>REFRIGERANT OPERATING CHARGRE (Cond Only, per Circuit)</p> <p>Type: R410A Number of Circuits: 2 Condenser Storage Capacity: 23.5 lb Refrigerant Operating Charge (Condenser Only) : 22.7 lb</p>

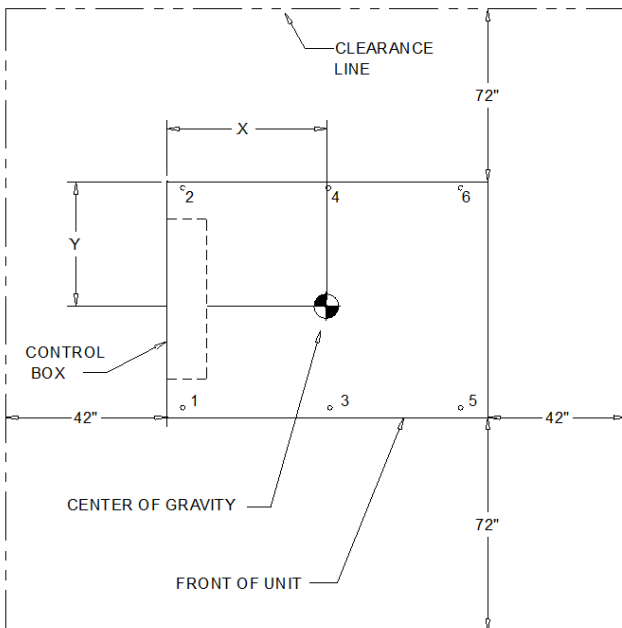
Notes:

1. Electrical data is for each individual motor.
2. Maximum overcurrent protection permitted by nec 440-22 is 225 percent of largest compressor motor RLA plus the remaining motor RLA and FLA values.
3. Minimum circuit ampacity is 125 percent of the largest compressor motor RLA plus the remaining motor RLA and FLA values.
4. Recommended dual element fuse size is 150 percent of the largest compressor motor RLA plus the remaining motor RLA and FLA values.
5. Local codes may take precedence.
6. Electrical data is pulled from TOPSS (performance engine). If data is missing please check TOPSS.



40 TON RIGGING

WEIGHT AND RIGGING



WEIGHTS AND LOAD POINTS

OPERATING:	2532.0 lb
SHIPPING:	2482.0 lb
LOAD POINTS 1 :	452.3 lb
LOAD POINTS 2 :	415.7 lb
LOAD POINTS 3 :	440.3 lb
LOAD POINTS 4 :	403.7 lb
LOAD POINTS 5 :	428.3 lb
LOAD POINTS 6 :	391.8 lb

*ALL WEIGHTS ARE APPROXIMATE

CENTER OF GRAVITY

X:	43 3/8"
Y:	46"

ADD WEIGHTS

SHIPPING:	(4)
OPERATING:	(4)

NOTES:

1. OPERATING WEIGHT INCLUDES REFRIGERANT, OIL AND WATER.
2. SHIPPING WEIGHT INCLUDES REFRIGERANT AND OIL CHARGES
3. THE ACTUAL WEIGHT IS SHOWN ON THE NAMEPLATE. WEIGHT SHOWN REPRESENT TYPICAL SHIPPING AND OPERATING WEIGHTS FOR THE UNIT SELECTED.
4. ADD WEIGHT TO TOTAL WEIGHT OF UNIT
5. IF UNITS IS INSTALLED IN A WELL, THE DEPTH OF THE WELL MUST NOT EXCEED THE TOP HEIGHT OF THE UNIT. THE TOP OF THE UNIT MUST HAVE UNRESTRICTED AIRFLOW. PLEASE REFERENCE RECOMMENDED CLEARANCES.

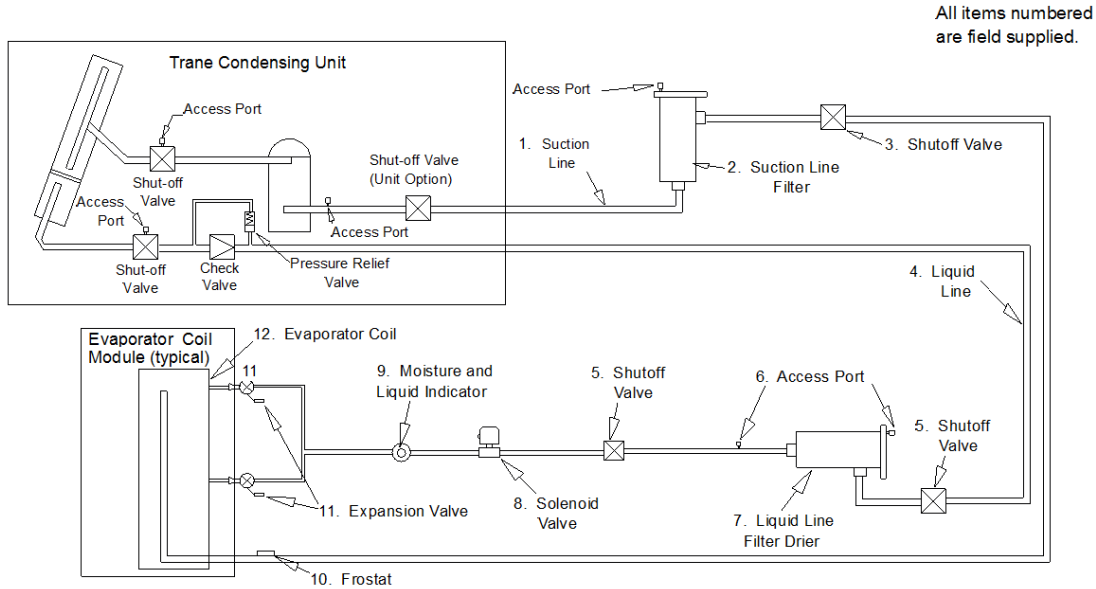
WARNING!

TO PREVENT INJURY OR DEATH AND POSSIBLE EQUIPMENT DAMAGE, DO NOT USE CHAIN (CABLES) OR SLINGS EXCEPT AS SHOWN AND USE CABLES STRONG ENOUGH TO SUPPORT UNIT WEIGHT. TEST LIFT UNIT TO ENSURE PROPER BALANCE AND RIGGING.

40 TON CENTER OF GRAVITY AND CLEARANCES

WEIGHT AND RIGGING

Required Components for Refrigerant Circuits



SUCTION LINE

1. Interconnected Tubing (Suction line)
Maximum of 50 feet if condenser is above evaporator (If risers are more than 50 feet, the application must be viewed by Trane) Refer to SS-APG012-EN for more details
2. Suction Line
Filter Drier 1 / ckt suction filter should be the replaceable-core type, and a clean core should be installed after the system is cleaned up
3. Shut-Off Valve
Manual ball valves for 1 5/8" tubing.

LIQUID LINE

4. Interconnected Tubing (Liquid Line)
Refer to applications guide SS-APG012 - EN for vertical & horizontal piping limitations.
5. Shut-Off Valve
2 Manual ball valves
6. Access Port
Port used to determine suction pressure. This port is usually a Schraeder valve with a core.
7. Liquid Line
Filter Drier 1 / ckt liquid filter should be the replaceable-core type, and a clean core should be installed after the system is cleaned up.
8. Solenoid Valves
Liquid line requires a field supplied and installed isolation solenoid valve within 10 feet of the evaporator. The suggested solenoid uses a 120-volt service and requires code-compliant wiring to the RAUJ condensing unit.

Note: Trim solenoids cannot be used. They are not compatible with Microchannel condenser coils

9. Moisture and Liquid Indicator
One moisture-indicating sight glass is to be installed in the main liquid line.

EVAPORATOR

10. Froststat (not required) - The control is mechanically attached to the outside of the refrigerant line, near the evaporator, and wired to the unit control panel See application guide SS-APG012-EN for selection information.

11. Expansion Valves - See application guide SS-APG012-EN for selecting valve quantity and size.
 Note: Units with Microchannel condenser coils applied with DX systems will require 30 percent bleed valves.

Expansion Valves for 20-60T MCHE (30 percent Bleed) Evap Circuit Tonnage

REFRIGERANT	MIN.	MAX.	SPORLAN MODEL NUMBER	TRANE PART
R-410A	2.0	3.0	BBIZE-1-1/2-GA (BP/30)	VAL 10487
R-410A	2.5	3.5	BBIZE-2-GA (BP/30)	VAL 10488
R-410A	3.5	5.0	BBIZE-3-GA (BP/30)	VAL 10489
R-410A	4.5	7.0	BBIZE-4-GA (BP/30)	VAL 10490
R-410A	6.0	8.5	BBIZE-5-GA (BP/30)	VAL 10491
R-410A	7.0	10.0	BBIZE-6-GA (BP/30)	VAL 10492
R-410A	8.0	13.5	BBIZE-8-GA (BP/30)	VAL 10493
R-410A	11.0	17.5	BBIZE-12-1/2-GA (BP/30)	VAL 10494
R-410A	14.0	21.5	BBIZE-15-GA (BP/30)	VAL 10495
R-410A	17.0	28.5	OZE-20-GA (BP/30)	VAL 10496
R-410A	22.0	30.0	OZE-25-GA (BP/30)	VAL 10497

- (1) Ton per distributor, choose the valve that matches the evap coil circuit capacity that it serves.
- (2) Provide and install one expansion valve per distributor.

Refrigerant Charge and Maximum Line Length

Total interconnecting line length (per circuit)	50 ft	100 ft	150 ft
Condenser and line set approx. refrigerant charge (per circuit) - evaporator charge not included	25.0 lb	37.0 lb	50.0 lb

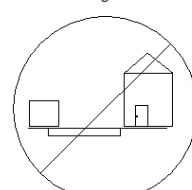
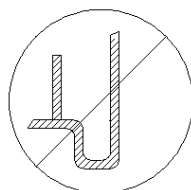
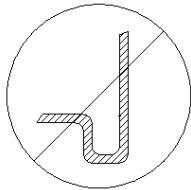
If total interconnecting line length is more than 150 feet, the application must be reviewed by Trane.

**Contact product support for information on refrigeration components and piping applications assistance
 ***Data in table is pulled from TOPSS selection. If N/A is present, please refer to unit IOM.

Installation Guidelines

Suction Line Piping

- 1. Do not use suction line traps.
- 2. Do not use double risers.
- 3. Avoid putting suction lines underground.

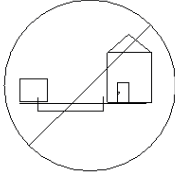


- 4. Route suction lines as short and direct as possible.
- 5. Slope suction line away from the condensing unit 1 inch for every 10 feet.
- 6. Insulate suction line.
- 7. The suction filter should be located as close to the compressors as possible.

Required Components for Refrigerant Circuits Continued

Liquid Line Piping

1. Avoid putting liquid lines underground.



2. Route liquid lines as short and direct as possible.
3. Slope liquid line away from the condensing unit 1 inch for every 10 feet.
4. Only insulate liquid lines that pass through heated areas.
5. Wire solenoid valve per field connection diagram.
6. The liquid line filter drier should be as close to the solenoid valve as possible.

Evaporator Piping

1. Install TXV directly to unit liquid connection.
2. Locate TXV bulb midway between 90F bends on top of suction tube as shown.
3. Secure bulb to tube with the two clamps provided by the manufacturer and insulate bulb.
4. Install the TXV equalizer line close to & downstream of the bulb, on top of the horizontal suction line.
5. Install frostat per kit instructions on the common suction line as close to the evaporator as possible.

See SS-APG012-EN for DX evaporator piping details.

CUSTOMER WIRE SELECTION TABLE	
POWER WIRE SELECTION TO DISCONNECT SWITCH (1S1)	CONNECTOR WIRE RANGE (1) #14 -- 1/0
FACTORY INSTALLED DISCONNECT SWITCH SIZE 100 AMP	
POWER WIRE SELECTION TO MAIN TERMINAL BLOCK (1TB1)	CONNECTOR WIRE RANGE (1) #6 -- 350 MCM
TERMINAL BLOCK SIZE 335 AMP	
CONTROL WIRE SELECTION	
WIRE GAUGE	OHMS PER: 12000"
18 AWG	8
16 AWG	5
14 AWG	3
	MAX WIRE LENGTH 6000" 12000" 24000"
SHIELDED WIRE TABLE	
WIRE GAUGE	MAX WIRE LENGTH
16 AWG	6000"
14 AWG	12000"

WARNING
 HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS BEFORE SERVICING. FAILURE TO DISCONNECT POWER BEFORE SERVICING CAN CAUSE SEVERE PERSONAL INJURY OR DEATH.

AVERTISSEMENT
 VOLTAGE HASARDEUX!

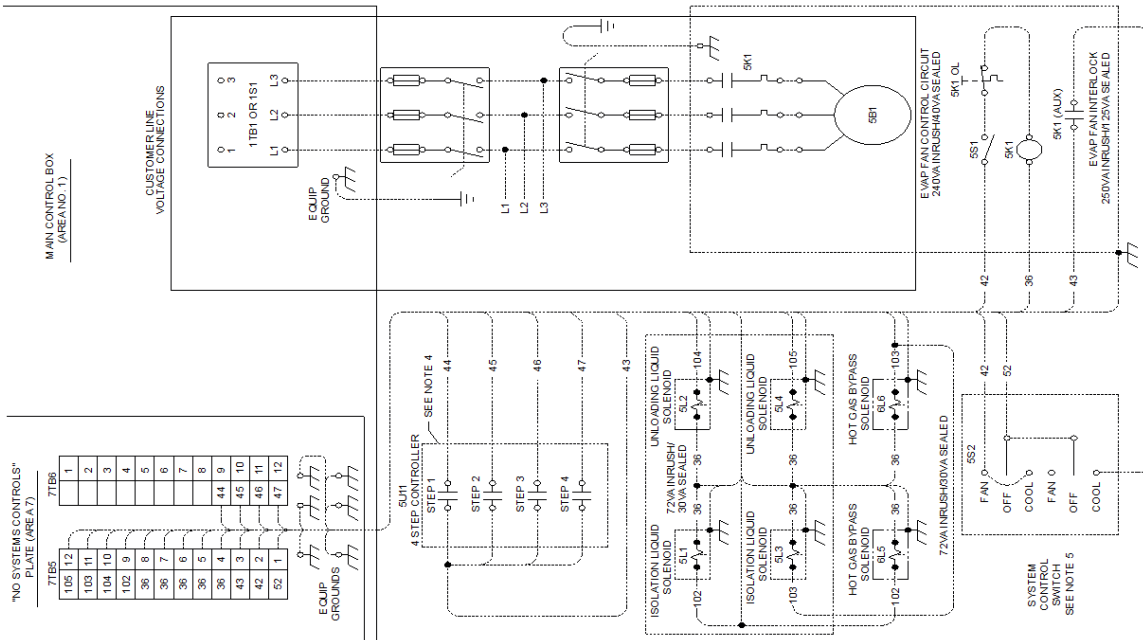
DECONNECTEZ TOUTES LES SOURCES ELECTRIQUES INCLANT LES DISJONCTEURS SITUES A DISTANCE AVANT D'EFFECTUER L'ENTRETIEN. FAUTE DE DECONNECTER LA SOURCE ELECTRIQUE AVANT D'EFFECTUER L'ENTRETIEN PEUT ENTRAINER DES BLESSURES CORPORELLES SEVERES OU LA MORT.

CAUTION

USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.
 FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

IMPORTANT!

DO NOT ENERGIZE UNIT UNTIL CHECK-OUT AND START-UP PROCEDURE HAS BEEN COMPLETED



- NOTES:**
1. All wiring and components shown dashed to be supplied and installed by customer in accordance with local and national electrical codes.
 2. All wiring to be NEC Class 1 based on 60 degree C wire unless specified.
 3. CAUTION - Do not run low voltage wire (30 volts maximum) in conduit or raceway with higher voltage wire.
 4. Step controller min rating - NO contacts = 150 VA Inrush/75 VA sealed; NC contacts = 80 VA Inrush/40 VA sealed.
 5. Suggested system control switch is Cutler Hammer 7562K5 2pdt toggle switch.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FACILITIES MANAGEMENT – HUMAN SERVICES BUILDING CHILLER SYSTEM REPLACEMENT

WHEREAS, the Board of Commissioners (Board) approved an \$80,000.00 appropriation within the 2024 budget (#401 capital improvement fund) to fund the replacement of the chiller system at the Human Services Building (HSB); and

WHEREAS, consistent with the county's purchasing policy, a request for proposal process was used to solicit competitive bids and those bids have been evaluated by the project team to identify the lowest bidder with a satisfactory proposal and references.

THEREFORE, BE IT RESOLVED that the Board awards the bid to replace the chiller system at the HSB (Project #1130-24) to Mall City Mechanical of 7814 Douglas Ave, Kalamazoo, MI 49009 for the base bid amount of \$207,317; and

BE IT FURTHER RESOLVED that the Board authorizes the County Administrator to approve additional expenditures deemed necessary to complete this project of up to a total project cost of \$260,000; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to make the necessary budget adjustments, and any necessary documents to complete this action are authorized to be signed.



REQUEST FOR ACTION PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 000-000 RFA Date: 8/8/2024 RFA Submitted By: Patti Wartella

PROJECT/SERVICE: HSB Chiller System Replacement
Project/Service: Replace the aging Chiller System at the HSB building
Description:
Project/Contract #: 1130-24 Contact Name: Carl Chapman
Department: Facilities Management Contact Info: Cchapman@allegancounty.org

PROCUREMENT METHOD: Public Solicitation / RFP
10 Firms invited to bid and bidding opportunity posted to County Website. 3 Bids Received

CONTRACT AWARD: \$207,317.00
Parties - County and: Mall City Mechanical
Contract Duration: Scope of Work Completion
Evaluation Team: Carl Chapman, Valdis Kalnins
References Checked: No - Current or previous vendor with satisfactory performance Debarred:

PROCUREMENT METHOD: Not Applicable - PO under existing Agreement

CONTRACT AWARD: \$43,708.00
Parties - County and: Grand Valley Automation
Contract Duration: Scope of Work Completion

BUDGETARY ACTION NEEDED: Budget Adjustment or Additional Appropriation Needed
Amount: \$ 180,000 Source: #401 Capital Improvement From Account: 401-265.270-976.0
Amount: \$ 180,000 Source: #401 Capital Improvement To Account: 401-265.263-976.0

FUNDING SOURCE: #401 Capital Improvement Fund
\$ 80,000.00 Approved Appropriation
\$ 180,000.00 Additional Appropriation Requested through this RFA
\$ 260,000.00 Total Funding available if this RFA is approved
\$ - Expenditures to Date
\$ - Committed Funds
\$ 251,025.00 Award Amount

\$ 8,975.00 Funds Remaining

NEW CONTRACT SUMMARY: Standard County Agreement - No modifications or additional terms

No

000

000

BID PRESENTATION FOR PROJECT #: 1130-24
Project Name: HSB Replace Chiller
Service Area: Facilities Management
Date: 8/8/2024
Advertised: County website and invitations to bid
Award Recommendation: Mall City Mechanical
Award Criteria: Lowest bidder with a satisfactory proposal and references

VENDOR TABLE	Vendor 1	Vendor 2	Vendor 3
Company Name	Mall City Mechanical	VanDyken Mechanical, Inc.	Kalamazoo Mechanical
Company Address	7814 Douglas Ave	4275 Spartan Industrial Dr.	5507 E Cork St.
City, State, Zip	Kalamazoo MI	Grandville, MI 49418	Kalamazoo, MI 49048

SUMMARY COST TABLE - York Brand Chiller			
Total Cost Chiller	\$182,551.00	\$194,500.00	\$214,725.00
Electrical	\$8,739.00	\$4,095.00	\$7,945.00
Remote Evaporator	Included with Chiller	Included with Chiller	\$9,000.00
All other project costs:	\$13,975.00	\$31,005.00	\$13,300.00
BASE BID (not to exceed):	\$205,265.00	\$229,600.00	\$244,970.00
Additional cost of Performance & Payment B	\$2,052.00	\$3,450.00	\$1,931.00
Sub-total HVAC Contractor	\$207,317.00	\$233,050.00	\$246,901.00
GVA - Basic Controls	\$19,589.00	\$19,589.00	\$19,589.00
GVA - Additional Controls	\$24,119.00	\$24,119.00	\$24,119.00
Contingency	\$9,000.00	\$9,000.00	\$9,000.00
TOTAL Project Cost	\$260,025.00	\$285,758.00	\$299,609.00



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

HSB Chiller System Replacement Services Contract #1130-24

This contract packet incorporates the following documents:

HSB Chiller System Replacement Services Agreement	2
Agreement and Scope of Work Clarifications.....	8
Attachment A – Scope of Work	9
Attachment B – Cost Proposal.....	15
Attachment C – Contractor’s Proposal	17

HSB Chiller System Replacement Services Agreement

This Agreement (“Agreement”) is made by and between the County of Allegan, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Contractor Name: Mall City Mechanical

Contractor Address: 7814 Douglas Ave, Kalamazoo Mi 49009

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion and expiration of all warranties and guarantees provided by the Contractor on the work performed, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

Contractor shall procure and maintain the following insurance coverage:

A. Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Explosion, Collapse, and Underground, if applicable.

C. Automobile Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Commercial General Liability and Automobile Liability required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

E. Additional Insured: Commercial General Liability Insurance shall include an endorsement stating the following shall be Additional Insureds: "County of Allegan, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

F. Professional Liability Insurance coverage is not a required for this Agreement.

G. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

H. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections where coverage is provided for additional insured and cancellation notice, may be acceptable.

I. Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

J. No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

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

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. County Employees

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

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

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

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

19. Binding Effect

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

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

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

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

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

27. Conflicts of Interest

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

28. Anti-Collusion Statement

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

29. Performance and Payment Bonds

The following bonds or securities shall be secured by the Contractor upon full execution of this Agreement whenever the contract award exceeds \$50,000. These bonds or securities shall be included in this Agreement and become binding on the parties.

A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in this Agreement; and

B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in this Agreement. The bonds shall be an amount equal to 100% of the price specified in this Agreement.


30. Entire Agreement

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

1. This HSB Chiller System Replacement Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 5/7/2024
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 5/31/2024

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

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

Contractor:		County:	
Sign:	_____	Sign:	_____
Name:	<u>Tim Kudary</u>	Name:	<u>Robert J. Sarro</u>
Title:	<u>Preconstruction Director</u>	Title:	<u>Allegan County Administrator</u>
Date:	<u>5/31/24</u>	Date:	_____

Agreement and Scope of Work Clarifications

This Agreement hereby incorporates the following County decisions between Scope of Work alternatives, clarifications noticed during the open bid process, the County's acceptance of clarifications requested by Contractor in its proposal, and any additional negotiated terms, conditions or clarifications not incorporated elsewhere in this Agreement:

- A. Understanding the Contractor has evaluated the existing Chiller System and, to keep costs to the County as low as possible, has proposed installing a York brand Air-Cooled Scroll Chiller as a viable and equivalent alternative to a newer Trane model, the County accepts the Contractor's proposal to install a York model as bid.
- B. The County accepts Contractor's recommendation to install a "Y" strainer to protect the Chiller Barrel as included in its Cost Proposal provided one does not already exist as claimed by another bidder. If a "Y" strainer does exist and can be cleaned/re-used, Contractor shall clean the existing strainer, forego installation of a new strainer and deduct \$4,000 from the total amount due.
- C. Contractor's proposal includes new refrigeration piping and insulation.
- D. Contractor shall secure, schedule and coordinate the services of a third party to perform water testing and balancing on the newly installed system. An allowance of up to \$5,000 is added to the base bid to cover the actual cost of this service.
- E. Contractor's Chiller equipment bid includes a BACnet communication card that will allow Grand Valley Automation to connect and integrate the Chiller into the County's building automation system.

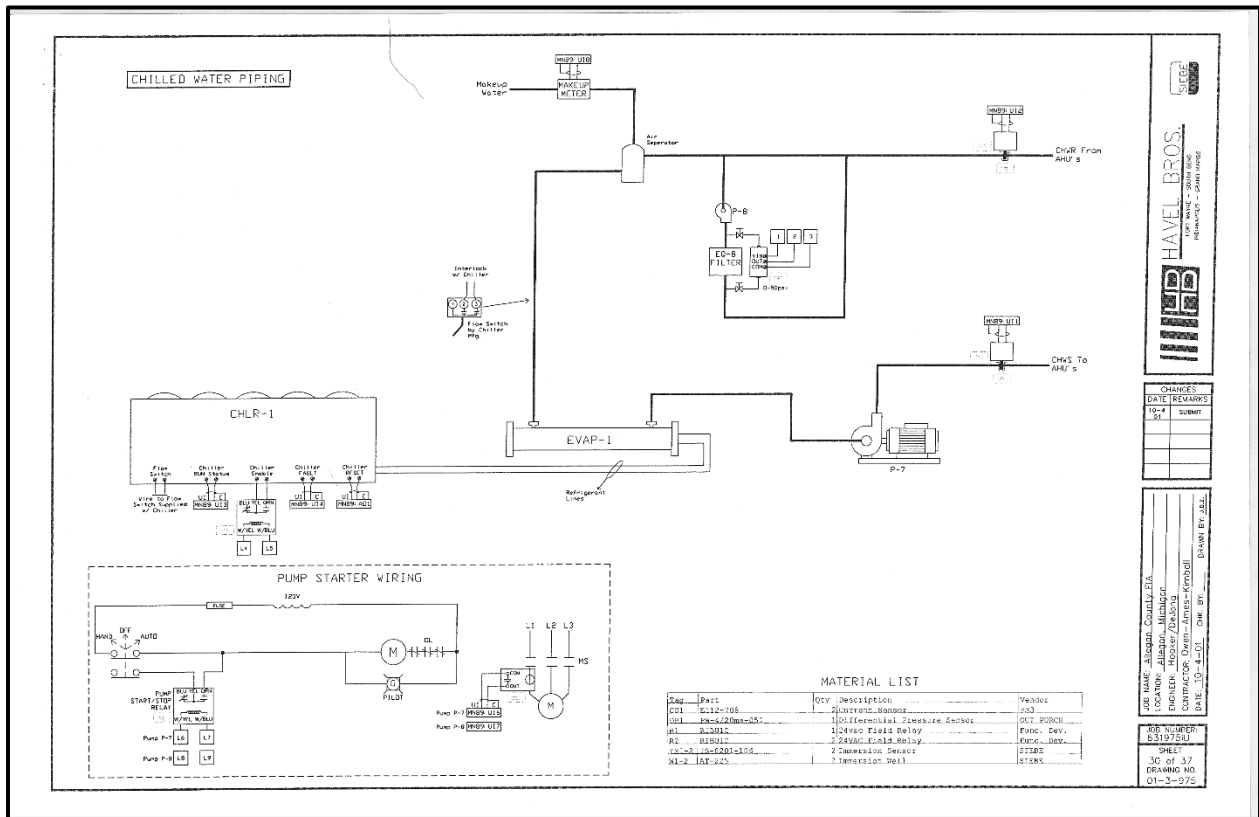
Attachment A – Scope of Work

1. INTRODUCTION

1.1 Contractor shall replace the aging Chiller System equipment components as specified and agreed to herein at the Human Services Building (HSB) located at 3255 122nd Ave, Allegan, Michigan 49010.

2. Current Chiller Unit Equipment

2.1 Shown below are the mechanical drawing clipped from the building construction plan set:



2.2 Contractor shall replace the major equipment components of building Chiller System as specified and integrate the new equipment into the existing cooling distribution system.

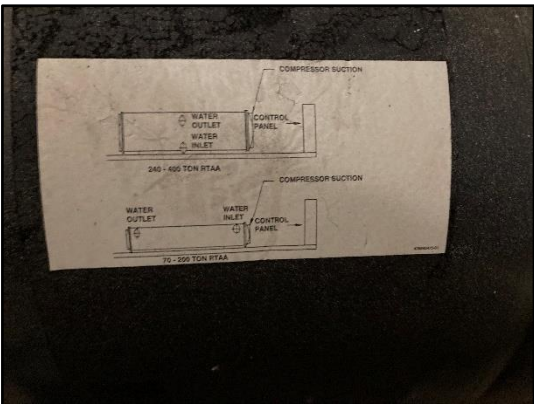
2.3 The remote evaporator and chilled water storage tank are both located in the HSB Mechanical Room as shown below:



Chilled Water Storage Tank



Remote Evaporator Unit

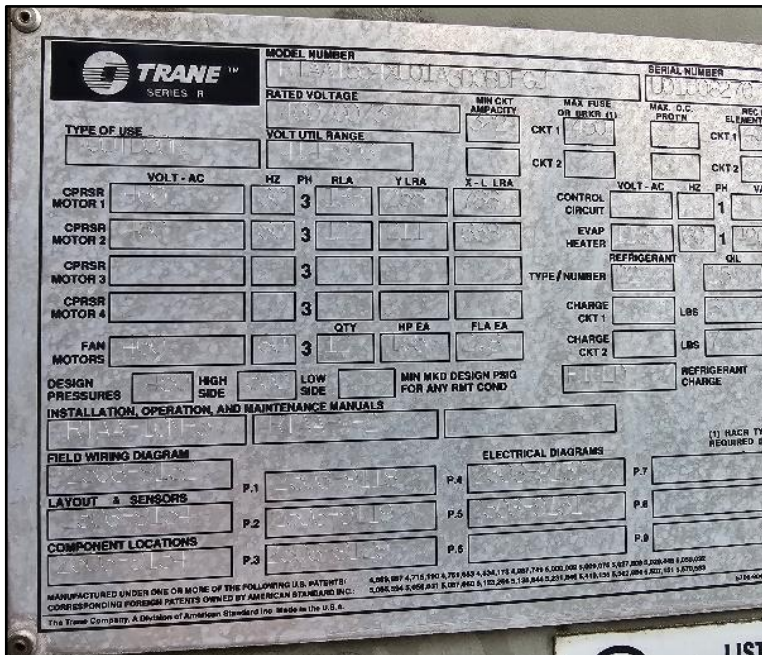


Remote Evaporator Diagram

2.4 The chiller rests at ground level on a concrete slab outside the rear of the building directly outside the door of the Mechanical Room as shown below:



Outdoor Chiller Unit



Chiller Faceplate

- 2.5 Electricity to the chiller is routed through two soft start switches mounted beside the chiller as shown below:



Soft Start Switches (A & B)

3. SCOPE OF SERVICES

3.1 General Conditions, Site Protection and Safety Requirements

- 3.1.1 Permits and Inspections: Contractor shall secure, coordinate and pay for any necessary permits and inspections.
- 3.1.2 Debris Disposal: Contractor shall remove all debris and trash generated in performing the work under this Agreement from the site. Disposal of these materials, is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws. Contractor shall not use County dumpsters for disposal.
- 3.1.3 Damage to County Property: Existing facilities, including but not limited to grounds, structures, vehicles, utilities, landscaping, fixtures, furnishings, equipment and surfaces and building systems in the vicinity of Contractor's work shall be protected by Contractor. Any damage to existing facilities shall be reported to the County on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by the County at Contractor's expense. All repairs of damage to existing facilities shall be made to the satisfaction of the County. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

Building Access: Contractor shall arrange for work to be done during regular business hours which are 8:00 am to 5:00 pm, Monday through Friday excluding holidays with the exception of any power shutdown to the building that may be needed during the conversion which must be arranged for in advance and completed after-hours.

On scheduled days of installation, a representative from Facilities Management will meet the Contractor at a designated location to provide access to the facility. The Facilities Management representative will remain available during installation as needed to provide assistance.

- 3.1.4 Site Utilities: if work entails any digging, Contractor shall ascertain the location of all existing underground utilities, including site utilities owned by the County and accept total responsibility for shut-off and avoidance of all such utilities during construction. Contractor shall contact MISS DIG, one number utility alert (1-800-482-7171), for location of public utility service lines where digging or deep excavation operations could disturb or sever such lines. Contractor is responsible for and shall pay for all repairs, restoration and damages to utilities resulting from failure to properly fulfill such notification and location requirements.

3.2 Equipment Procurement, Delivery and Installation

Upon contract award, Contractor shall:

- 3.2.1 Procure the specified equipment with all necessary options and accessories to integrate it into the existing HVAC system and controls (controls to be supplied by Grand Valley Automation - GVA).

It is the Contractor's responsibility to have verified during the mandatory site visit – the specifications and dimensions for the new equipment, amount of space at the location to install the new equipment, and what accessories are required to integrate the new unit and have accounted for any special conditions in its bid.

It is also the Contractor's responsibility to have discussed equipment controls with GVA and have a clear understanding of the components and services that each party will be providing to integrate the equipment controls.

- 3.2.2 Either bring new HVAC equipment to the site on the scheduled day of installation or arrange to have it delivered on the scheduled day of installation and be present to accept delivery.

The Human Services Building has a loading dock on the same level as the Mechanical room that will be made available to Contractor upon request with advanced notice.

It is the Contractor's responsibility to have verified during the mandatory site visit - the layout of the building to determine how existing equipment is to be removed and new equipment is to be installed given there is no road access to the outdoor equipment and have accounted for any special conditions in its bid.

- 3.2.3 Coordinate equipment control disconnection and reconnection with Grand Valley Automation (GVA), the County's contractor for building automation services.

*Any new digital controls needed for the chiller system will be replaced by GVA and **are not to be included in this scope of services or Contractor's bid.***

- 3.2.4 Disconnect, remove and dispose of the existing Chiller System equipment and any associated equipment that is no longer needed.
- 3.2.5 Install the new Chiller System equipment and any equipment controls needed and not being provided by GVA.
- 3.2.6 Reconnect all ducts, vents, gas, electricity, controls (with assistance / in coordination with GVA), etc. to integrate the new equipment to render the Chiller System fully functional.
- 3.2.7 Conduct a system start-up test to demonstrate and confirm correct installation and proper functioning of the new equipment. Testing shall be conducted with a Facilities Management representative present to verify proper functioning necessary for system for acceptance.

3.3 Scheduling

- 3.3.1 All work is to be scheduled at least five (5) business days in advance and coordinated through:

Carl Chapman
Director of Facilities Management
(269) 673-0207
cchapman@allegancounty.org

Attachment B – Cost Proposal

4. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

4.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax.

4.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified anywhere else in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

4.3 Quality

All materials used for the manufacture or construction of any items to be provided under this Agreement shall be new. Pricing shall be for items in new condition representing the latest model of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the County.

4.4 Delivery Provisions

All goods procured through this Agreement by the Contractor for the County shall be delivered by the Contractor under the terms Free on Board 3255 122nd Avenue, Allegan, Michigan. Title and risk of loss to the purchased goods does not pass to the County until the items are received by County / installed and accepted as functioning by the County.

4.5 Invoices:

All invoices must reference contract #1130-24, itemize services rendered and be sent by email to projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010

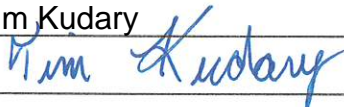
4.6 Cost Tables

Once completed, the following cost tables shall establish the pricing to be charged unless otherwise negotiated in writing.

Chiller System Replacement Item	All Related Materials	All Related Labor	Total Cost
Outdoor Chiller including replacement of piping if existing piping can't be re-used. Chiller Unit Brand and Model: YORK YLAA0155SJ46XFB	\$163,290.00	\$19,261.00	\$ 182,551.00
Soft Start Switches including any wiring and electrical work.	ESPER	Soft Start switches will be re-used	\$ 8,739.00
Remote Evaporator	Package Price		\$ IN EQUIP PKG
Chilled Water Storage Tank	RE-USE		\$ N/A
All other project costs such as, but not limited to permits, crane service, etc. (specify): Crane. Insulation.			\$13,975.00
BASE BID (not to exceed):			\$ 205,265.00
Additional cost of Performance and Payment Bonds if Base Bid exceeds \$50,000.			\$ 2,052.00

4.7 Cost Proposal Certification

Bid is firm for 60 days (45 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	Mall City Mechanical
Contractor Address:	7184 Douglas Ave.
City, State, Zip:	Kalamazoo, MI 49009
Representative Name (Print):	Tim Kudary
Representative Signature:	
Representative Title:	Preconstruction Director

Attachment C - Contractor's Proposal



Allegan County HSB Chiller System Replacement

9.1 Company Information

9.1.1 Legal Name: Mall City Mechanical
Year Incorporated: June 1985
Total Number of Employees: 220 employees
Annual Revenues: \$69 Million in 2023, \$65 Million in 2022 and \$43 Million in 2021

9.1.2 Location of Office: 7814 Douglas Ave. Kalamazoo, MI 49009

9.1.3 Contact Name: John Gonser
Title: Piping Estimator
Telephone Number: 269.349.3661
Email: jgonser@mcm-team.com

9.1.4 None

9.2 Company Experience

9.2.1 Project: LRHS Watervliet Chiller Plant Upgrades
Firm: Trane
Scope of Work: Install new chiller on neoprene isolators on new structural steel.
Contact Name: Ryan Sullivan
Contact Email: Ryan.Sullivan1@trane.com

Project: GRCC Calkins Chiller
Firm: Pioneer Construction
Scope of Work: Install new cooling tower sump pump and new chiller.
Contact Name: Ross Geurink
Contact Email: ross.geurink@pioneerinc.com

Project: Mattawan HS Chiller Replacement
Firm: Tower Pinkster
Scope of Work: Install new chiller
Contact Name: Ryan Idema
Contact Email: ridema@towerpinkster.com

9.3 Equipment

9.3.1 Unit Name: YORK AIR COOLED SCROLL CHILLER
Manufacturer: YORK
Model: YLAA0155SJ46XFB

9.3.2 Unit Name:

Kalamazoo Location

7184 Douglas Avenue
Kalamazoo, MI 49009

Grand Rapids Location

2716 Courier Court NW, Ste. F
Grand Rapids, MI 49534

Fabrication Shop

2415 N. Burdick Street
Kalamazoo, MI 49007

Allegan County Contract #1130-24 HSB Chiller System Replacement Services

WWW.MCM-TEAM.COM
(844) MCM-TEAM

24-HOUR EMERGENCY SERVICE

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Manufacturer:

Model:

9.3.3

9.4 Delivery and Installation

9.4.1 Will Equipment be shipped: Yes

If so, will someone be onsite to receive: Yes

Any Additional Equipment/Facilities: Piping Material

9.4.2 Days to Complete: Approximately 3 weeks

9.4.3 Lead Time for Products: 22 weeks after order is placed

9.4.4 HVAC Replacement Schedule Date: Depending on when PO's are given- December to January start date.

9.4.5 Using Any Subcontractors:

Subcontractor: Esper Electric

Work to be Performed: Disconnect old Chiller/Connect new Chiller

9.4.6 **TRANE AIR-COOLED SCROLL CHILLER would be an alternate Chiller package. It would ADD 16 weeks in lead time and the price would increase by \$23,179.**

9.4.7 **Installing a new "Y" strainer in the chilled water system is advised to protect the new Chiller Barrel. The price for this is included in the base bid. The breakout cost of this is \$4,000.**

9.4.8

9.5 Contract Agreement and Costs

9.5.1 Exhibit A

9.5.3 Exhibit B

9.5.4 None needed

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

OPIOID SETTLEMENT SPENDING PLAN - SET PUBLIC HEARING

WHEREAS, Allegan County is the 69th most vulnerable county in Michigan related to substance use, with a rate of 12 overdose fatalities per 100,000 people, and

WHEREAS, Allegan County signed on to Settlement Agreements resulting from national litigation against manufacturers, distributors and pharmacies for their role in the opioid and overdose crisis; and

WHEREAS, Allegan County is projected to receive \$2,821,042 over a total of eighteen (18) years, beginning in January 2023, as a result of receiving Settlement Funds; and

WHEREAS, the use of opioid settlement funds must meet certain requirements as outlined in Settlement Agreement Exhibit E and by the definition of opioid remediation as outlined in the settlement agreements; and

WHEREAS, the Board of Commissioners (Board) wishes to establish a public hearing and Board discussion on the opioid settlement spending plan to be held on September 12, 2024, and to be repeated as each new spend plan is developed to ensure community voices are heard related to expenditures associated with the drug overdose crisis; and

WHEREAS, the Board has final approval on how the opioid settlement monies are dispersed.

THEREFORE BE IT RESOLVED that the Board has set a public hearing for September 12, 2024, at 1 PM during its Board of Commissioners Meeting for the Opioid Settlement spending plan for years 1 & 2, with subsequent public hearings taking place as each new spending plan is developed; and

BE IT FINALLY RESOLVED that County Administration will publish the necessary notices.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

SOLID WASTE PLANNING COMMITTEE - DISSOLUTION

WHEREAS, the County of Allegan established the Allegan County Solid Waste Planning Committee pursuant to Section 11534 of Part 115 of the State of Michigan's Natural Resources and Environmental Protection Act of 1994 (PA 451) on August 28, 1997.

WHEREAS, the authorizing statute of the Solid Waste Planning Committee, MCL 324.11534-324.11538, was repealed by PA 247, effective March 29, 2023; and

WHEREAS, the Solid Waste Planning Committee no longer has any public business needs and no longer serves the purpose for which it was organized; and

WHEREAS, The Solid Waste Planning Committee bylaws do not contain any requirements within a wrap-up or dissolution provision.

THEREFORE, BE IT RESOLVED that the Allegan County Board of Commissioners has reviewed this matter and The Allegan County Solid Waste Planning Committee is dissolved effective immediately; and

BE IT FURTHER RESOLVED that the County Administrator is authorized to take such additional actions as are necessary to dissolve the Solid Waste Planning Committee; and

BE IT FURTHER RESOLVED that the Allegan County Board of Commissioners will appoint a planning committee under MCL 324.11572(1) for a newly formed Materials Management Planning Committee.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

MATERIALS MANAGEMENT PLANNING COMMITTEE—ESTABLISH AND APPOINT

WHEREAS, Allegan County is, per requirements of the newly enacted Part 115 of the Natural Resources and Environmental Protection Act, 194 PA 451, and as enforced by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), currently undergoing changes related to laws enacted on March 29, 2023, which require the development of a Materials Management Plan (MMP) that focuses on sustainable materials management approaches, such as recycling and composting instead of utilizing only landfilling waste, which will replace the County's current Solid Waste Management Plan (SWMP).

THEREFORE BE IT RESOLVED that the Board of Commissioners (Board) establishes a Material Management Planning Committee (MMPC) for Allegan County, which will consist of the below representatives for a term of 5-years, as outlined in Part 115:

- a. A representative of a solid waste disposal facility
- b. A representative of a hauler
- c. A representative of a materials recovery facility operator
- d. A representative of a compost facility or anaerobic digester operator
- e. A representative of a waste diversion, reuse, or reduction facility operator
- f. A representative of an environmental interest group
- g. An elected official of the County
- h. An elected official of a township
- i. An elected official of a city or village
- j. A representative of a business that generates a managed material
- k. A representative of a regional planning agency; and

BE IT FURTHER RESOLVED that the MMPC shall be added to the Budget Policy under Section 4.7 Per Diem and Mileage as it replaces the Solid Waste Planning Committee; and

BE IT FURTHER RESOLVED that the Board appoints the following individuals to the MMPC with terms expiring 8/1/2029:

- Matt Rosser - Solid Waste disposal facility operator
700 65th Ave. Zeeland, MI 49464
- Jack Brown - Representative of a hauler managed material
2471 Wilshire Dr. Jenison, MI 49428
- Dan Fritsch - Materials recovery facility operator
10450 Pease Ave SE Byron Center, MI 49315
- Will Walker - Waste diversion, reuse, or reduction facility operator

242 Cutler St Allegan, MI 49010
Commissioner Gale Dugan - Elected official from county
318 21st St. Otsego, MI 49078

Garth Llewellyn - Representative from business that
generated a managed material

435 Green Meadow Ct. SE Caledonia, MI 49316

Randy Rapp - Representative from a regional planning agency
3255 122nd Ave. Allegan, MI 49010

Russell Lewis - Additional representative that does
business in or resides in an adjacent municipality

732 Ruby St. Otsego, MI 49078; and

BE IT FINALLY RESOLVED that the remaining positions will be
posted online until such time as applications are received and
the Board appoints through the existing Board process.