



PORT SHELDON TOWNSHIP

16201 Port Sheldon Street, West Olive, MI 49460
Telephone 616-399-6121 Fax 616-399-7173
www.portsheldontwp.org | info@portsheldontwp.org

BOARD MEETING

AGENDA

Wednesday – February 11, 2026

5:30 P.M.

1. Call to order
2. Roll Call
3. Pledge of allegiance
4. Invocation
5. Additions to Agenda
6. Approval of Agenda
7. Public Comment
8. Consent Agenda Approval
 - a. Approve Minutes – Regular meeting – January 14, 2026*
 - b. Approve Financial Report
 - c. Approve Correspondence*
 - d. Approve Committee Reports
 - e. Approve payment of Bills
9. Wage Resolutions*
10. Set date for Budget workshop
11. Set Budget Public Hearing – During Regular March 11, 2026, Board of Trustees Meeting
12. Consider – Request to collect Grand Haven Schools 2026 Summer Tax Levy*
13. Consider – Request to collect West Ottawa Schools 2026 Summer Tax Levy*
14. Consider – Request to collect OAISD 2026 Summer Tax Levy*
15. Consider – Ottawa County GIS partner agreement*
16. Consider Planning Commission Escrow Request*
17. Additions to Agenda
18. Public Comment
19. Adjourn

*** Information included in packet**

Next Meeting – March 11, 2026

**Minutes of a Regular Meeting of the
Port Sheldon Township Board
January 14, 2026 – 5:30 P.M.**

1. Call to order
2. Roll Call
Present: Michael Sabatino, Meredith Hemmeke, Rachel Frantom, Luke DeVries and Bill Monhollon.
Absent: None
Also present: Attorney Ron Bultje, Port Sheldon Fire Lieutenant Darien Black, and 7 residents and guests
3. Pledge of allegiance.
4. Invocation
Luke DeVries offered the invocation.
5. Additions to Agenda:
 - a. Consider- Agreement for Election Publishing Services between the Township and the County.
 - b. Consider-Agreement for Early Vote Printing and Mailing Services between the Township and the County.
6. Approval of Agenda with additions
Motion by Frantom to approve the agenda with additions. Supported by Monhollon and carried.
7. Public Comment:
Public comment was made by one resident and one nonresident.
8. Consent Agenda Approval
 - a. Approve Minutes
 1. December 10, 2025, Regular Meeting.
 - b. Approve Financial Report
 - c. Approve Correspondence: None
 - d. Approve Committee Reports
 - i. Building – Fourteen permits issued with two new home starts. Building Permits had an increase of 23.94%. For 2025, the building department issued 233 permits with 27 new single home starts and 32 town home starts.
 - ii. Fire Department – Thirty-six calls, plus two meetings. 2025 full year report for the fire department, they answered 346 calls, this is an increase of 27% from last year.
 - iii. Code Enforcement – Year-to-date report. Forty-three total enforcements for the year with forty complaints resolved. Code Enforcement has an increase of 16% from last year, this is due to the implementation of Short-Term Rental compliance enforcement.
 - e. Approve payment of Bills.
Motion by DeVries to approve the consent agenda. Supported by Monhollon and carried.
9. Presentation- Short Term Rental Report.
Tatjcha Lambers presented the annual Short-Term Rental Report.
10. Public Hearing- Parks and Recreation 5-year plan.
Supervisor Sabatino opened the Parks and Recreation Plan Public Hearing at 5:47pm.
Public Comment:
None
Motion by DeVries to close the Public Hearing. Supported by Hemmeke and carried.

Parks & Recreation 5 Year Plan Public Hearing closed at 5:49 p.m.

11. Consider-Adoption of Parks and Rec 5-year Plan

Motion by Hemmeke to adopt resolution 2026-01 for the Parks & Recreation 5-year Plan. Supported by Monhollon and carried with five yes roll call votes. Ayes: Monhollon, DeVries, Sabatino, Hemmeke and Frantom. Nays: None.

12. Consider- Cost Adjustment to previous Road shoulder paving approval.

Motion by Hemmeke to approve the cost adjustment increase to \$58,810.00 for project #2180630 on the memorandum from Prein & Newhof dated January 14, 2026, for road shoulder paving. Supported by Monhollon and carried with five yes roll call votes. Ayes: Frantom, Hemmeke, Sabatino, DeVries, and Monhollon. Nays: None.

13. Consider- Cemetery Fee Schedule Amendment-Add Winter Burial Fee.

Motion by Frantom to amend the Cemetery Fee Schedule to include winter burial fees, effective January 14, 2026. Supported by Hemmeke and carried with five yes roll call votes. Ayes: Monhollon, DeVries, Sabatino, Hemmeke and Frantom. Nays: None.

14. Consider-King Water Wells Estimate for Sheldon Dunes Well Inspection

Motion by Frantom to approve King Water Wells quote #6517 for Sheldon Dunes Well Inspection. Supported by Hemmeke and carried with five yes roll call votes. Ayes: Monhollon, DeVries, Sabatino, Hemmeke and Frantom. Nays: None.

15. Consider- Fire Department Budget Amendment.

Due to a 27% increase in call volume over last year, the Fire Department requires a budget amendment to the current payroll line item. The recently approved fire operating millage revenue will be incorporated into next year's budget.

Motion by Frantom to approve the Fire Department Budget Amendment moving \$24,000.00 from Fund Balance to the Fire Salary line item. Supported by DeVries and carried with five yes roll call votes. Ayes: Monhollon, DeVries, Sabatino, Hemmeke, and Frantom. Nays: None.

16. Additions to Agenda:

- a. Consider- Agreement for Election Publishing Services and Early Vote Printing and Mailing Services between the Township and the County. **Motion** by DeVries to approve the agreement for Election Publishing Services agreement and the Early Vote Printing and Mailing Services between the Township and the County and authorize the clerk to sign. Supported by Monhollon and carried with five yes roll call votes. Ayes: Frantom, Hemmeke, Sabatino, Monhollon, and DeVries. Nays: None.

17. Public Comment:

Public Comment was received from two residents

18. Adjourn

Motion by Monhollon to adjourn. Supported by Frantom and carried.

The meeting adjourned at 6:11 pm.

Respectfully Submitted
Meredith Hemmeke, Clerk



Ottawa County

Clerk | Register of Deeds

Justin F. Roebuck

Justin F. Roebuck
County Clerk | Register of Deeds

Renee E. Kuiper
Chief Deputy County Clerk

Rachel A. Sanchez
Chief Deputy Register of Deeds

Port Sheldon Township Board of Trustees
16201 Port Sheldon Street
West Olive, MI 49460

Dear Members of the Port Sheldon Township Board,

Thank you for taking a moment to read this letter. I so appreciate the time and care you devote to serving the Township and our community at large. I am writing to share my perspective on the resources needed to support local clerks in their role as election administrators. In my role as Ottawa County Clerk, I work closely with township and city clerks across the county and have seen how the demands of this work have grown. Ensuring clerks are appropriately supported and compensated is an important part of maintaining a stable and professional election system.

Meredith Hemmeke is a highly capable and dedicated election administrator. She approaches her work with professionalism, attention to detail, and a clear commitment to the integrity of the election process. In my role at the county level, our team relies on local clerks as trusted partners, and Meredith exemplifies the level of competence and care that is essential to administering elections well.

Over the past several years, the scope and complexity of a township clerk's responsibilities in Michigan have increased significantly — and in very real, measurable ways. Two voter-approved constitutional amendments in particular have reshaped election administration:

- **Proposal 18-3** expanded voter registration and absentee voting access, requiring additional processing, tracking, and compliance work year-round.
- **Proposal 22-2** established early voting as a constitutional requirement, dramatically increasing staffing needs, scheduling complexity, training requirements, facility coordination, security planning, and post-election reconciliation responsibilities.

In addition to these constitutional changes, early voting responsibilities have continued to evolve. In 2024, Ottawa County administered early voting sites as a pilot effort intended to support local clerks and evaluate different service models. Following that experience, the County made adjustments to promote more localized access for voters and a more sustainable approach over the long term. While this shift has placed additional

○ **Circuit Court Records**

414 Washington Avenue
Room 320
Grand Haven, MI 49417
616-846-8315

○ **CCR - Family**

12120 Fillmore Street
West Olive, MI 49460
616-786-4108

● **Elections Division**

12220 Fillmore Street
Room 130
West Olive, MI 49460
616-994-4535

○ **Register of Deeds**

12220 Fillmore Street
Room 146
West Olive, MI 49460
616-994-4510

○ **Vital Records**

12220 Fillmore Street
Room 130
West Olive, MI 49460
616-994-4531

operational responsibility on local clerks, the County Clerk's Office remains an active partner by providing equipment programming and testing, election worker training, troubleshooting during the early voting period, and assistance with grant funding.

Even with this support, administering early voting represents a meaningful increase in time, coordination, and accountability for local clerks.

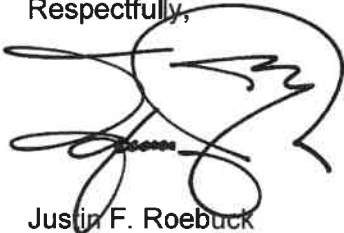
At the same time, election officials are operating in an environment of increased public attention and scrutiny. Secure, accurate, and transparent elections do not happen by accident; they are the result of detailed procedures, careful oversight, thorough training, and experienced leadership. Clerks are responsible for managing these processes from start to finish and are ultimately accountable for ensuring the integrity of each election.

Fair and competitive compensation is one of the most effective ways to recognize and support the expanded responsibilities of this role. It helps retain experienced clerks, reduces turnover, preserves institutional knowledge, and ensures consistent compliance with increasingly complex election requirements and procedures.

From my professional perspective, Meredith has demonstrated the competence, reliability, and judgment that communities depend on from their clerk. Supporting compensation adjustments that reflect the realities of today's election administration is a sound investment in the stability and integrity of the process.

Thank you for your time, your service to your residents and our community as a whole, and your commitment to ensuring elections are administered professionally and responsibly. Please feel free to reach out if I can be a resource or answer any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Justin F. Roebuck". The signature is stylized with loops and a long horizontal stroke extending to the left.

Justin F. Roebuck
Ottawa County Clerk | Register of Deeds



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December 8, 2025

The Wage and Compensation Committee recommends that the township board receives an increase of 2.8% for the fiscal year of 2026-2027. This recommendation is based on the COLA number of 2.8%. We also recommend that in the future we base increases on COLA and the rate that taxes are capped at, which is not more than 5%.

We also recommend that the township performs an annual performance review for employees that work in the office. We also recommend that all employees of the township receive a COLA increase in the amount of 2.8%.

I have attached how the increases are calculated based on what percentage that the board chooses.

We recommend a 2.8% increase for the township board.

We recommend up to a 2.8% increase for the township employees.

Thank you,

Meredith Hemmeke and Kathy Robbins

Friday, October 24, 2025
For Immediate Release



Barton Mackey, Press Officer
press.office@ssa.gov

News Release

SOCIAL SECURITY

Social Security Announces 2.8 Percent Benefit Increase for 2026

Baltimore, MD – The Social Security Administration (SSA) announced today that Social Security benefits, including Old-Age, Survivors, and Disability Insurance (OASDI), and Supplemental Security Income (SSI) payments for 75 million Americans will increase 2.8 percent in 2026. On average, Social Security retirement benefits will increase by about \$56 per month starting in January.

Over the last decade the cost-of-living adjustment (COLA) increase has averaged about 3.1 percent. The COLA was 2.5 percent in 2025.

Nearly 71 million Social Security beneficiaries will see a 2.8 percent COLA beginning in January 2026. Increased payments to nearly 7.5 million people receiving SSI will begin on December 31, 2025. (**Note:** Some people receive both Social Security benefits and SSI).

"Social Security is a promise kept, and the annual cost-of-living adjustment is one way we are working to make sure benefits reflect today's economic realities and continue to provide a foundation of security," said **Social Security Administration Commissioner Frank J. Bisignano**. "The cost-of-living adjustment is a vital part of how Social Security delivers on its mission."

Other adjustments that take effect in January of each year are based on the increase in average wages. Based on that increase, the maximum amount of earnings subject to the Social Security tax (taxable maximum) is slated to increase to \$184,500 from \$176,100.

Social Security begins notifying people about their new benefit amount by mail starting in early December 2025.

Similar to last year, Social Security beneficiaries will receive a simplified, one-page COLA notice, which uses plain and personalized language, and provides exact dates and dollar amounts of an individual's new benefit amount and any deductions.

Individuals who have *my* Social Security accounts can view their COLA notices online, which is secure, easy, and faster than receiving a letter in the mail. Account holders can set up text or email alerts when they receive a new message, such as their COLA notice.

To receive a COLA notice online, individuals will need to create or sign in to their personal *my* Social Security account and opt out of paper notices by November 19, 2025. Go Digital! Create an account today at www.ssa.gov/myaccount. An online *my* Social Security account also gives individuals access to request a replacement Social Security card, view their claim status and benefits, and view their SSA-1099.

Information about Medicare changes for 2026 will be available at www.medicare.gov. For Medicare enrollees, the 2026 premium amount will be available via *my* Social Security Message Center starting in late November. Individuals who have not opted to receive messages online will receive their COLA notice by mail in December.

The Social Security Act provides for how the COLA is calculated. The Social Security Act ties the annual COLA to the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as determined by the Department of Labor's Bureau of Labor Statistics.

For additional information, visit www.ssa.gov/cola.

NOTE TO CORRESPONDENTS: Here is the [COLA 2026 Fact Sheet](#) showing an easy-to-understand overview of all the various automatic adjustments for 2026.

For more information about Social Security's services, visit www.ssa.gov.

For more Social Security news, follow the agency on X [@SocialSecurity](#).



Port Sheldon Township

JOB DESCRIPTION BUILDING / ZONING ADMINISTRATOR

Department: Building & Zoning
Reports To: Township Supervisor
Supervises: Building Administrative Assistant
FLSA Status: Exempt (Administrative)
Employment Status: At-Will

POSITION SUMMARY

Under the general direction of the Township Supervisor, the Building / Zoning Administrator is responsible for administering and enforcing applicable State of Michigan building codes, zoning ordinances, and related Township regulations. The position exercises independent judgment and discretion in the interpretation and application of codes and ordinances and provides direct supervision of the Building Administrative Assistant. Responsibilities include permit processing, inspections, contractor licensing, code enforcement, and departmental administration to protect the public health, safety, and welfare.

ESSENTIAL FUNCTIONS

The following duties are considered **essential functions** of the position. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform these functions.

1. Reviews, evaluates, and processes building permit applications; examines construction plans, specifications, and drawings for compliance with State of Michigan construction codes, zoning regulations, site plan requirements, and Township ordinances.
2. Issues building, occupancy, and related permits; conducts or coordinates inspections to ensure compliance with applicable State and local regulations.
3. Investigates complaints and alleged violations of building and zoning ordinances; initiates corrective action through verbal communication, written notice, issuance of civil infraction citations when authorized, and prosecution as required; represents the Township in administrative and court proceedings related to enforcement matters.
4. Conducts building, site, and occupancy inspections of new and existing structures; issues correction notices, approvals, or certificates as appropriate.
5. Provides technical assistance and interpretation of building and zoning requirements to residents, contractors, architects, engineers, attorneys, developers, Township staff, and elected officials.
6. Supervises the Building Administrative Assistant, including assigning work, providing direction and training, reviewing work for accuracy and completeness, participating in performance evaluations, and recommending discipline consistent with Township personnel policies.
7. Oversees daily administrative operations of the Building and Zoning Department to ensure efficient workflow, compliance with timelines, and accurate recordkeeping.



Port Sheldon Township

8. Prepares and submits periodic and monthly reports to the Township Board of Trustees regarding departmental activity, enforcement actions, permits, inspections, and staffing matters as appropriate.
9. Maintains accurate and complete records of permits, inspections, plans, correspondence, and enforcement actions, including floodplain development permits, in compliance with record retention requirements.
10. Maintains required State of Michigan certifications and completes continuing education necessary to remain current on code changes and construction practices.
11. Reviews applications submitted to the Construction Board of Appeals, Planning Commission, and Zoning Board of Appeals for completeness; coordinates processing through administrative staff; attends meetings to provide technical expertise and respond to questions.
12. Coordinates building, zoning, and development matters with the Township Planner and other Township departments as necessary.
13. Recommends adoption, amendment, or repeal of building, electrical, mechanical, plumbing, and zoning codes and ordinances; assists in drafting related policies and procedures.
14. Ensures continuity of inspection services by arranging for qualified substitute inspectors during approved absences.

NON-ESSENTIAL / MARGINAL FUNCTIONS

- Attends Township Board meetings when requested by the Township Supervisor.
- Performs related duties and special projects as assigned.

MINIMUM QUALIFICATIONS

- High school diploma or equivalent required.
- Minimum of five (5) years of progressively responsible experience in building construction, inspection, or code enforcement.
- Current State of Michigan certification as a Building Inspector and/or Building Official.
- Valid Michigan driver's license.

KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of State of Michigan construction codes and Township zoning and building ordinances.
- Ability to interpret and apply complex technical plans, specifications, and regulatory requirements.
- Ability to exercise independent judgment and discretion, including supervisory authority, consistent with the administrative exemption under the Fair Labor Standards Act.
- Strong leadership, organizational, written, and verbal communication skills.
- Ability to establish and maintain effective working relationships with Township officials, staff, contractors, developers, and the public.



Port Sheldon Township

PHYSICAL AND WORK ENVIRONMENT REQUIREMENTS

- Ability to perform field inspections that may involve walking on uneven terrain, climbing stairs or ladders, stooping, kneeling, and working in varying weather conditions.
- Ability to lift and carry materials weighing up to approximately 40 pounds on an occasional basis.
- Ability to operate a computer, inspection tools, and standard office equipment.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Township is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, religion, disability, genetic information, veteran status, or any other status protected by law.

DISCLAIMER

This job description is intended to describe the general nature and level of work performed and does not constitute an employment contract. The Township reserves the right to modify duties, responsibilities, and requirements at any time in accordance with applicable law.

**MEMORANDUM OF AGREEMENT
FEE FOR COLLECTION OF 2026 SUMMER TAXES**

WHEREAS, City/Township of **Port Sheldon**, has, pursuant to Section 1613 of the School Code of 1976 (MCLA 380.1613 as amended), negotiated and reached an agreement with the school district of **West Ottawa Public Schools** ("Local School District") on behalf of itself and the Ottawa Area Intermediate School District ("Intermediate School District"), for collection of the respective summer tax levies of the Local School District and Intermediate School District:

NOW THEREFORE, the City/Township, the Local School District, and the Intermediate School District understand and agree as follows:

1. The City/Township shall collect the respective **2026 Summer Tax Levies of the Local School District and of the Intermediate School District for an aggregate price of \$ \$ 2.87 Per Parcel**, to be billed to, and paid by, the Local School District, subject to the Local School District's rate of contribution from the Intermediate School District.
2. The above stated **2026 Summer Tax Levies will be collected at 100%** (50% or 100%)
3. The **2026 Summer Taxes** collected by the City/Township for the Local School District and the Intermediate School District **shall be accounted for and delivered to said school districts as follows (select one):**
 - a. Within the time prescribed by Section 43 of the General Property Tax Act (MCLA 211.43 as amended):
 - b. If a shorter alternate delivery schedule has been negotiated and agreed upon, then such accounting and delivery shall be as follows:

Signature of City/Township Official

Title

Date

Acceptance by:

**Chris Lamer, Chief Financial Officer,
Ottawa Area Intermediate
School District**



Signature of Local School Official

Associate Superintendent of Finance & Operations

Title

11/21/2025

Date

Date

Date

Annual Summer Tax Resolution

Grand Haven Area Public Schools, Ottawa and Muskegon Counties, Michigan (the "District")

A regular meeting of the board of education of the District (the "Board") was held in the Grand Haven High School Cafeteria, 17001 Ferris St., Grand Haven, MI, within the boundaries of the District, on the 15th day of December, 2025, at 7 o'clock in the p.m. (the "Meeting").

The Meeting was called to order by Nichol Stack, President.

Present: Kristal Boyd, Cyndi Casemier, Marc Eickholt, Heather Herrygers, Seth Holt, Nichol Stack, Carl Treutler

Absent:

The following preamble and resolution were offered by Member Eickholt and supported by Member Holt:

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 100 % (Choose 50% or 100%) of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2026 its previously adopted ongoing resolution imposing a summer tax levy of 100% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2026 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies on or before December 31, 2025.


3. Pursuant to and in accordance with Revised School Code Section 1613(1), the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under Revised School Code Sections 1611 or 1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

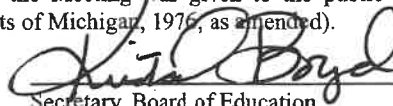
Ayes: Boyd, Casemier, Eickholt, Herrygers, Holt, Stack, Treutler

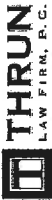
Nays:

Resolution declared adopted.


Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Grand Haven Area Public Schools, Ottawa and Muskegon Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).


Secretary, Board of Education





MEMORANDUM

TO: City/Township Clerks & Treasurers
County Equalization Departments
County Treasurers

FROM: Chris Lamer, Chief Financial Officer

DATE: November 20, 2025

RE: 2026 Summer Tax Collection

The Ottawa Area Intermediate School District Board of Education adopted a continuing Resolution on December 19, 1983 authorizing Summer Tax Collection. Adopted pursuant to Section 1613 of the School Code of 1976, this Resolution imposes Summer Tax Collection for that year, and all subsequent years in local K-12 school districts that levy summer tax. This summer tax levy is for one hundred percent of the school district's **2026 property tax levy**. The Ottawa Area Intermediate School District Board of Education affirmed the continuing 1983 Resolution with adoption of the enclosed resolution at its **November 19, 2025**, meeting.

Pursuant to Section 1613, this letter is a formal request that your city or township collect on behalf of the Ottawa Area Intermediate School District, the ISD's **2026 Summer Property Tax** levy upon property within your city or township.

Section 1613 provides that the city or township governing body shall negotiate a reasonable fee for the collection of the Intermediate School District's summer property tax levy. As in previous years, the local school districts will be negotiating these fees for collection agreements on behalf of the Intermediate School District, as well as themselves. Multiple year agreements for fees to be collected may be negotiated; where they exist for some cities and townships, they may still be current.

The OAISD may refrain from collecting **2026** school property taxes in those cities and townships where the local school district will not be collecting summer taxes.

If you have questions, please feel free to contact me at 616-738-8940, extension 4037.

Enclosures: Resolution & Certificate

**Ottawa Area Intermediate School District Board of Education
Resolution to Collect Summer 2026 Taxes**

WHEREAS, the Board has, by resolution adopted on or about December 19, 1983, determined to impose a summer property tax levy, including debt service, to commence in the summer of 1984 and to continue during each subsequent summer until specifically revoked by the Board; and

WHEREAS, said continuing resolution further provided that each such summer property tax levy shall be for the total of the School District's annual school property taxes; and

WHEREAS, the Board desires to implement and enforce said continuing resolution in order to impose and collect its **2026** summer property tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Ottawa Area Intermediate School District, as follows:

1. That the Board does hereby ratify and affirm its continuing resolution, of December 19, 1983, determining to impose a summer property tax levy for the total of the School District's annual school property taxes;

2. That said continuing resolution is specifically ratified and affirmed insofar as the Board renews its determination to impose a summer property tax levy in the summer of **2026**;

3. That, pursuant to said continuing resolution as herein ratified and affirmed, the Board does hereby specifically request that each city and township located in whole or in part in the School District agree to collect the School District's summer levy in **2026** for the total of the School District's annual school property taxes;

4. That the Secretary of the Board is hereby authorized and directed to communicate the Board's foregoing request to each such city and township, together with a copy of this resolution, in such a manner as to ensure that such requests are received by each such city and township before January 1, **2026**; and

5. That, except as herein specifically altered or amended, the Board's continuing summer tax collection resolution, adopted on or about December 19, 1983, is hereby ratified and affirmed.

A motion was made by Marc Eickholtand seconded by Jennifer Cymbola to adopt the resolution.
Roll Call Vote:

YES: Jennifer Cymbola, Rick Dernberger, Marc Eickholt, Randy Schipper, and John Siemion

NO: None

RESOLUTION DECLARED: adopted, **5-0**



John Siemion
Board Secretary
Ottawa Area Intermediate School District

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Education for the Ottawa Area Intermediate School District, at a duly noticed meeting held on **November 19, 2025**, at which the following Board members were present: **Jennifer Cymbola, Rick Dernberger, Marc Eickholt, Randy Schipper, and John Siemion**; that said resolution was offered by Board member Marc Eickholt and upported by Board member Jennifer Cymbola that the following Board members voted in favor of the resolution: Jennifer Cymbola, Rick Dernberger, Marc Eickholt, Randy Schipper, and John Siemion and the following Board members voted in opposition to the resolution: **None**; and that public notice of the said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and minutes of the meeting will be kept as required by the Open Meetings Act.



John Siemion

Board Secretary

Ottawa Area Intermediate School District



OTTAWA COUNTY GIS LICENSING AGREEMENT

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "Licensor") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Port Sheldon Township (hereinafter, "Licensee"), with a principal place of business at 16201 Port Sheldon St, West Olive, MI 49460.

IT IS HEREBY AGREED AS FOLLOWS:

Licensor grants Licensee a limited license to use the Licensed Materials described in this Agreement, including the items detailed in Exhibit A, subject to the terms, restrictions, and conditions set forth herein. Licensee accepts such license under the following General Terms and Conditions, which together with all attached Exhibits and Addenda, constitute the entire Agreement between the parties.

Exhibits:

- Exhibit A Service Level Agreement (SLA)
- Exhibit B Insurance Requirements

The parties further agree that this Agreement includes all provisions required by law to be inserted in this Agreement whether actually inserted or not.

General Terms and Conditions

- 1. Licensed Materials and Scope of License:** The Licensed Materials are defined as the GIS applications, software, and data. Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the Licensed Materials solely for Licensee's internal governmental operations. No ownership rights are transferred.

Licensee shall not sublicense, distribute, publish, sell, or otherwise make the Licensed Materials available to third parties unless expressly permitted herein.

The Licensed Materials, including Digital Spatial Data and all related materials ("Digital Spatial Data" or "Data"), contain proprietary and confidential information owned exclusively by the County of Ottawa. All Data is protected by United States copyright laws. Licensee acquires no ownership interest in the Data and may use it only as expressly permitted under this Agreement.

- 2. Compensation:** In consideration for the license granted under this Agreement, Licensee agrees to pay the fees of \$4,716.25 for onboarding and roughly \$1,900 for maintenance annually. Licensor will invoice Licensee, and invoices shall be payable pursuant to the County's standard Net 30 terms.

- 3. Service Level Agreement (SLA):** Licensor may provide additional services and support to the Licensee in accordance with the Service Level Agreement (“SLA”) attached as Exhibit A, which is hereby incorporated into this Agreement by reference. The SLA governs the service levels, support processes, response expectations, and responsibilities related to such services.

If the SLA is updated during the term of this Agreement, Licensor will provide written notice to Licensee, and the updated SLA will apply unless Licensee objects in writing within thirty (30) days.
- 4. Inspection and Correction:** Ottawa County shall correct any defects or errors in the Licensed Materials and shall make accessible to Licensee any information, data, materials, and processes Licensee deems reasonably necessary to evaluate and confirm the accuracy and quality of the Licensed Materials.
- 5. Term of Agreement:** Unless otherwise expressly provided herein, the Agreement shall commence and become effective when signed by both parties and will continue indefinitely unless terminated as provided in Paragraph 6, below. If the parties sign on different dates, the Agreement commences and becomes effective on the latest date signed. However, the Licensee understands and agrees that if the Board refuses to ratify this Agreement after it is signed by both parties, this Agreement shall be null and void, and all obligations to provide services and otherwise perform under this Agreement shall cease except the County agrees to compensate the Licensee for any services and/or work actually performed and provided to the County at the rates specified in the Agreement, provided they conform to the terms of this Agreement, before the Board’s refusal to ratify this Agreement.
- 6. Termination:** This Agreement may be terminated prior to completion of the Services at the option of either party, provided that it gives at least thirty (30) days written notice.
- 7. Performance and Breach of Contract:**

 - a) Any use of the Licensed Materials inconsistent with this Agreement constitutes a breach.
 - b) Licensee shall have fifteen (15) calendar days to cure a breach after receiving written notice.
 - c) If Licensee fails to cure, Licensor may immediately terminate the Agreement and pursue any available remedies.
- 8. Responsibility of Costs:** Licensee is responsible for all costs associated with Licensee’s use of the Licensed Materials, including hardware, software, internal staffing, network access, and cybersecurity readiness.
- 9. Personnel Requirements:** To the extent Licensee’s employees or agents interact with Licensor systems or facilities, they must identify themselves upon request and comply with Licensor’s access protocols.

10. Background Checks: If Licensee's personnel require access to secure Licensor systems or facilities to use the Licensed Materials, they may be subject to background checks conducted by Licensor before such access is granted.

11. Criminal Justice Information System Compliance (as applicable): Access to and use of Criminal Justice Information Systems ("CJIS"), including criminal history record information and other sensitive data maintained in the criminal justice information systems managed by Ottawa County, the State of Michigan, or the Federal Bureau of Investigation (FBI), by Licensee Personnel shall be governed by the following terms and conditions:

Licensee Personnel are expressly prohibited from accessing, retrieving, or utilizing CJIS in any manner whatsoever.

If sensitive records or information is coincidentally observed, Licensee Personnel shall not disclose, divulge, or otherwise communicate to any individual or entity outside the staff of the Ottawa County Criminal Justice Department in which the information was observed.

The FBI CJIS Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

12. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:

a) This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan.

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

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

13. Exclusive Contract and Merger: This Agreement, including its Exhibits and any required statutory provisions, constitutes the entire Agreement between the parties. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, Addenda, References and/or Purchase Orders issued in connection with this Agreement are different, contradict and/or are inconsistent with the General Terms and Conditions of this Agreement, this Agreement and its General Terms and Conditions control and prevail.

14. Modifying the Contract: This Contract may be modified only by a writing signed by both parties.

15. Record Keeping and Intellectual Property Ownership:

a) Licensor retains all right, title, and interest in the Licensed Materials, including all copyrights, databases, GIS datasets, and derivative works.

b) Licensee may not claim ownership of the Licensed Materials or any modifications thereto.

c) Licensee shall maintain records of its authorized users if required by Exhibit A.

- d) Upon termination, Licensee must return or destroy all Licensed Materials as instructed by Licensor.
- 16. Mandatory Attribution:** All printed or displayed output derived from Licensor Licensed Material must include the official Ottawa County seal and copyright as provided by the Licensor.
- 17. Alteration or Manipulation of Licensed Materials:** Licensee shall not alter, edit, manipulate, distort, or modify the Licensed Material in any manner that affects its accuracy, integrity, or representation.
- 18. Confidentiality:** The Licensee agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person without the express written consent of the Licensor. Licensee will notify the Licensor promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services under this Agreement.
- 19. Conflict(s) of Interest:** Licensee certifies that no conflict of interest exists that would interfere with its obligations or intended use of the Licensed Materials.
- 20. Disputes:** Should any disputes arise with respect to this Agreement, Licensee and Licensor agree to act as soon as reasonably practicable to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Licensee and the Licensor shall continue to respect all their obligations and to perform all their duties under this Agreement.
- 21. Dispute Notification Procedures:** Any claim by Licensee arising under this Agreement shall be submitted in writing within ten (10) days after Licensee becomes aware of the basis for the claim.
- 22. Enhanced Access Policy:** This data is subject to all provisions as described in the Michigan Policy on Enhanced Access to Public Records Act, PA 462 of 1996, as amended.
- 23. Jurisdiction and Venue:** The Parties consent to the exercise of general personal jurisdiction over it by the 20th Circuit Court. Pursuant to state statute, any action against the Licensor must be brought in the 20th Circuit Court.
- 24. Debarment and Suspension:** Licensee certifies to the best of his/her/its knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are presently indicted for or

otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have, within a three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

- 25. Indemnification:** Licensee agrees to indemnify, defend, and hold harmless the Licensors and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to Licensee's performance of services under this Agreement, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Licensee, its employees, agents, or subcontractors.
- 26. Insurance:** Licensee agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in Exhibit B, entitled Licensee Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. The Licensee further agrees to comply with all other requirements set forth in Exhibit B, including, but not limited to, adding the County of Ottawa as an Additional Insured on Commercial General Liability, Umbrella/Excess Liability, and Privacy and Security Liability (Cyber Security) insurance, on a primary and non-contributory basis.
- 27. Relationship of Parties:** The Licensee is an independent Licensee and is not an agent or employee of the Licensors for any purpose. This Agreement is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 28. Subcontracts:** The Licensee shall not assign, transfer, or subcontract any rights or obligations under this Agreement without the Licensors' prior written approval. The Licensors reserve the right to award other Agreements in connection with the Work.
- 29. Governmental Immunity:** The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
- 30. Data Security:** Licensee must implement reasonable administrative, physical, and technical safeguards to protect the Licensed Materials from unauthorized access, consistent with the terms and conditions herein.
- 31. Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Agreement, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Agreement in the future.

32. Notices:

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

If to the Licensee:

Attn: Michael A. Sabatino
Port Sheldon Township
16201 Port Sheldon St.
West Olive, MI 49460
Email: mike@portsheldontwp.org
Phone #: 616-399-6121

If to Ottawa County:

Attn: Shane Pavlak
Ottawa County
12220 Fillmore St.
West Olive, MI 49460
Email: spavlak@miottawa.org
Phone #: 616-738-4602

- 33. Survival:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Record Keeping and Ownership of Documents, Confidentiality, Jurisdiction and Indemnification, shall survive termination or expiration
- 34. Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.
- 35. Attorney Review:** The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
- 36. No Third-Party Benefit:** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 37. Michigan Economic Sanctions Act, 2012 (“Iran-Linked Business”):** Licensee certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran-Linked Business,” as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517, MCL 129.311, et. seq.
- 38. Freedom of Information Act:** The Licensee acknowledges that the Licensor may be required from time to time to release records in its possession by law. The Licensee hereby gives permission to the Licensor to release any records or materials received by the Licensor as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

- 39. Use of County Name and Logo:** The Licensee shall not use the name, seal, insignia, logo, or any other identifying mark of the Licensor in any form of publicity, advertising, promotional material, press release, public statement, or other communication, whether written, oral, or electronic, without the prior express written consent of the County Administrator or their designee.
- 40. Title and Headings:** Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.
- 41. Anticipatory Breach:** If the Licensee, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, the Licensor shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.
- 42. Warranty and Licensed Materials:** Licensor warrants that it has the authority to license the Licensed Materials.

The Licensed Materials are provided “AS IS.”

Licensor makes no warranties regarding:

- accuracy,
- completeness,
- functionality,
- merchantability,
- fitness for a particular purpose,
- or any other implied warranty.

The Licensed Materials is not warranted for legal, engineering, surveying, or emergency response uses. The Licensor assumes no liability for errors, omissions, or misuse of the Data.

- 43. Accuracy and Data Quality:** Licensee acknowledges that Licensed Data is inherently imperfect and may not be suitable for all purposes. Licensee assumes responsibility for verifying data accuracy before use.
- 44. Equal Employment and Opportunity:** The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, and all other federal, state and local fair employment practices and equal opportunity laws and covenants, including, but not limited to, the following:
- a) The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
 - b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 - c) The Americans with Disabilities Act of 1990, 42 USCA Section 12101 et seq., as amended, and the regulation promulgated thereunder.
 - d) Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, 29 USCA Section 794, and regulations promulgated thereunder.
 - e) The Age Discrimination in Employment Act of 1967, 29 USCA Section 621, et. seq., as amended, and regulations promulgated thereunder.

This section does not create any greater protections, rights or legal obligations than already exists under such laws, ordinances, rules, and regulations.

In witness whereof, each party to this Contract has caused it to be executed on the latest date set forth below.

COUNTY OF OTTAWA

John Teeples, Chairperson
Board of Commissioners

Date

Justin F. Roebuck,
County Clerk/Register

Date

Shane Pavlak,
Contract Manager

Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

PORT SHELDON TOWNSHIP

Signature

Date

Printed Name

Title

EXHIBIT A

OTTAWA COUNTY

ENTERPRISE GIS

SERVICE LEVEL AGREEMENT



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GENERAL OVERVIEW

The Ottawa County Enterprise Geospatial Insights & Solutions (GIS) Team aims to serve as a GIS Center of Excellence across all county departments and end-users. Our goal is to support the GIS member community through the development, design, and delivery of innovative GIS technology solutions that enable County departments, local units, and local agencies to excel in their work and the provision of vital programs and services to citizens throughout the County of Ottawa.

To that end, the GIS Team aims...

- To back Countywide policy making and best practices in support of GIS users and the advancement of GIS technology
- To support and help to grow the GIS-partnered community
- To provide core GIS products, tools, and technology solutions for County departments and participating local units & agencies
- To build, enhance, and support the growth of the County's GIS infrastructure

PURPOSE AND SCOPE

The overarching goal of this Service Level Agreement (SLA) is to outline the service levels, as well as the terms and conditions governing the use of Geospatial Insights & Solutions (GIS) data, products, and services provided by the GIS Team, such as:

- 1) The overall scope of services provided
- 2) Hours of operation, response times, and maintenance associated with these services
- 3) Support processes
- 4) Disaster recovery and planned outages
- 5) Change order requests
- 6) Responsibilities of the GIS Team as a provider of these services
- 7) Responsibilities of the client receiving these services

The scope of this SLA covers the following main service areas for which the GIS Team is responsible:

- 1) GIS Data Services
- 2) GIS Online Mapping Services
- 3) GIS Applications
- 4) GIS License Management Services
- 5) GIS Training & Support Services
- 6) Premium GIS Services

ROLES & RESPONSIBILITIES

This section of the SLA defines the specific roles and responsibilities of the various parties to this agreement.

Primary Stakeholders

- 1) Service Provider: GIS Team (gisdept@miottawa.org)
 - a. GIS Supervisor
- 2) Client Contact: (based at client site)

Service Provider (GIS) Responsibilities

- 1) The GIS Team, along with the Ottawa County IT Department, will provide a secure and stable environment for all data, services, and applications covered under the scope of this agreement*
- 2) Provided timely resolution, response, and support of all requests for services
- 3) Sends appropriate email notifications for all scheduled maintenance and unplanned events
- 4) Provides support for technical issues with GIS applications, software, data, and equipment. These include all web-based applications and desktop applications installed by the Ottawa County GIS Team.

**GIS Team is not responsible for software/hardware or network issues hosted outside of the Ottawa County IT infrastructure.*

Client Responsibilities

- 1) Is responsible for all GIS applications, software, data, and equipment not created, installed, maintained, or purchased by the Ottawa County GIS Team.
- 2) Documents or provides communication on policy implications or responsibilities as they pertain to GIS implementation within their department.

GENERAL PROVISIONS

The following provisions apply to all services provided by the GIS Team.

Hours of Operation

Normal operational hours are 8:00 am to 5:00 pm, Monday through Friday and closed on County holidays (<https://miottawa.org/holidays/>). The GIS Team will provide support via phone and email to GIS partners during normal weekday support hours. Support outside of normal business hours will be provided as mutually agreed upon by both parties.

Emergency support for production-related issues will be handled on a case-by-case basis using available resources.

During non-operational, holiday, or off-hours, issues should be submitted to the Ottawa County Service Desk by phone (616-738-4880) or by email (itservicedesk@miottawa.org); the Service Desk will record the issue in the County's service tracking application, and if deemed appropriate, they will escalate the issue to the appropriate GIS Staff to respond to the request.

For additional information on after-hours support, see the Appendix under **After-hours Support Procedures**.

Prioritization & Response Times

The following table defines prioritization or severity levels based on potential impacts, categories, and whether specific issues affect public-facing applications, etc. Primarily, prioritization will be defined following the guidelines below, but response outside normal hours of operation will be at the discretion of the GIS Supervisor or the IT Manager of Applied Technology.

Priority Definitions

The Priority of Incidents is defined by the combination of the following two fields, Impact and Urgency, completed during initial assessment of the issue at the Service Desk:

- **Impact** is defined as the number of people who are affected by the issue. There are the following options:
 - Critical
 - High – Affecting the entire County or multiple buildings or departments, or affecting a critical system
 - Medium – affecting an entire department, building, or multiple individuals, or the entire County, but not a critical system
 - Low – affecting a single individual or a small group
- **Urgency** is defined by how the issue is affecting the customer. There are the following options:
 - Critical
 - High – Service is completely down, unavailable. Customers are unable to work. No workaround available.
 - Medium – Service is degraded. May or may not be a workaround available.
 - Low - Service is not functioning properly. Customers are inconvenienced but can still perform tasks. Workarounds are available.

Incidents are assigned a Priority between 1 and 5, with 1 being the highest priority and 5 being the lowest. The following matrix is used by the IT Service Desk ticketing system to assign a Priority based on the selection of the Impact and Urgency fields within the incident:

	High Impact	Medium Impact	Low Impact
High Urgency	1	2	3
Medium Urgency	2	3	4
Low Urgency	3	4	5

Response

IT will use the following guidelines in prioritizing support requests, with the goal of beginning to work on the problem within the target timeframe. Actual response times may be shorter or longer, depending on the volume of requests being handled at any one time.

Area	Description	Commitment	Measurement Window	Target Response Time	Target Resolution Time	Formula	Notes
Desktop Support – Incident & Request Metrics							
Incidents							
Priority 1 Incidents	Severity 1 (Emergency): Complete loss of a critical business function already in production, no reasonable workaround exists.	95% within targets	24 x 7	15 Minutes	2 Hours	(Total Number of Incidents responded to within pre-established Response Time Targets / Total Number of Incidents) * 100	The clock for Resolution Time is paused (stopped) for the time period that a ticket is put into a Waiting for Customer or Hold status.
Priority 2 Incidents	Severity 2 (High): Partial loss of critical business function already in production or significant degradation of ability to provide service to a customer.	95% within targets	24 x 7	30 Minutes	8 Hours		
Priority 3 Incidents	Severity 3 (Medium): Degradation or loss of non-critical business functions already in production. Users can continue operating with the results being adequate to perform needed functionality (although the process or format may be less	95% within targets	7am – 5pm Monday - Friday	2 Business Hours	24 Business Hours		
Priority 4 Incidents	Severity 4 (Low): Degradation or loss of production functionality that affects individuals or small workgroups, minimal impact, preventing completion of a non-critical task but NOT impacting other aspects of the user's workstation.	95% within targets	7am – 5pm Monday – Friday	4 Business Hours	48 Business Hours		
Priority 5 Incidents		95% within targets	7am – 5pm Monday - Friday	4 Business Hours	48 Business Hours		

- Chronic issues are excluded from the SLA calculation

General GIS Questions

For general GIS inquiries and mapping support, contact the GIS Team by phone (616-738-4600) or through the GIS email (gisdept@miottawa.org)

Disaster Recovery

Disaster recovery is handled and defined by the processes of Ottawa County's Innovation and Technology Department (IT). The GIS Team/IT is also not responsible for disaster recovery or uptime of applications/software hosted outside of Ottawa County's Innovation and Technology Department infrastructure (e.g. BS&A).

Planned Outages

The GIS Team has a scheduled outage window every weeknight from 1 am to 3 am to update data from the production environment to the viewing environment.

Change Requests

Additional requests for changes that are outside the scope of this SLA will require a new Service Request. For example:

- Host new datasets for Clients
- Training outside the normal Web-based application training provided by the GIS Team

SERVICE LEVELS & METRICS

The specific services outlined in this section are grouped into the following categories:

- Data Services
- Web Services
- Web-based Applications
- Training and Base Support Services
- Premium GIS Services

Each service level is followed by a responsibility matrix, which helps to link service level issues with GIS Team staff members. Information on how to contact these GIS staff members can be found in the Appendix under *GIS Staff Contact Information*.

GIS Data Services

<i>Description:</i>	The GIS Team maintains data layers (e.g. roads, parcels, etc.) and provides access to the partnered clients.
<i>Metric:</i>	<p>Currency & Completion – The GIS Team shall manage automated data updates and procedures to run as scheduled, with a 98% completion rate.</p> <p>Data Removal and Changes – All GIS members will be notified 1 week prior to the deletion or change of any data layers within the GIS repository.</p> <p>Security –The GIS Team will appropriately apply the correct user roles to data owners and GIS members regarding access to data within the GIS repository.</p> <p>Response Times – Responding within the correct timeframe as defined under Prioritization & Response Times.</p>
<i>Tracking:</i>	The GIS Team maintains a list of all data layers. Access to this list can be made available to GIS partners upon request.

The matrix below outlines areas of responsibility by the GIS Team:

- Systems – Repository infrastructure management, including database, network, storage, and technology
- Access – establishing passwords and connection information to the Repository
- Automation – developing update scripts, spatial analytics, and other automation tools
- Data Management - managing the upload, update, and catalog of GIS Data in the Repository
- Data Creation & Maintenance – The GIS Team staff will be responsible for creating and maintaining most GIS data in the repository. Some GIS partners will have access to edit and maintain their own GIS data stored in our repository.

GIS data services support matrix: (Staff primarily responsible for the task is in red)

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Systems	X	X	X	X
Access	X	X	X	X
Automation	X	X	X	X
Data Management	X	X	X	X
Data Creation & Maintenance	X	X	X	X

GIS Web-based Applications

Description:	Web-based GIS applications provide GIS capabilities to a broad audience, including management, staff, and the public, without the need for dedicated software, and are accessible from desktop and mobile platforms. Countywide applications include: VertiGIS Applications, ArcGIS Online, Portal for ArcGIS, and Pictometry ConnectExplorer.
Metric:	Availability – 24 hours a day, 365 days a year, except for planned outage times specified above, with a 99.9% uptime. Response Times – Responding within the correct timeframe as defined under Prioritization & Response Times.
Tracking:	The GIS Team utilizes Geocortex Analytics/VertiGIS Studio Analytics, Spotlight, Google Analytics, and Pictometry ConnectAdmin for regular monitoring and system check reporting on applications, map services, and servers. Access to these reports can be made available to GIS partners upon request.

GIS applications support staff matrix:

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Geocortex Applications	X	X	X	
ArcGIS Online	X	X	X	
Portal for ArcGIS	X	X	X	
Pictometry ConnectExplorer	X	X	X	

GIS Training & Base Support Services

<i>Description:</i>	<p>The GIS Team can provide training for the web-based applications if needed. These training courses are available to all GIS partners, but an additional charge may be required for non-County employees. Additional one-on-one training is available upon request but may be subject to additional charges.</p> <p><u>Please Note:</u> GIS partners are responsible for seeking out their own training on any non-Ottawa County GIS application or software.</p> <p>Pictometry ConnectExplorer training is self-learned through videos and help documents.</p> <p>The Subscription to GIS also includes the following supported services:</p> <ul style="list-style-type: none"> • Updates to evolving critical layers, e.g., Centerlines, parcels, address points, and building outlines. • Access to all new data, services, and functions performed by Ottawa County GIS e.g.: Aerial photography flights, LiDAR* (Light Detection and Ranging), historic aerial photography, newly developed layers, applications developed for all partnered agencies, and much more. • Printing maps at a reduced cost from the Enhanced Data Access rates approved by the County Board of Commissioners. These rates are subject to review and change. • Provide data & support for BS&A's (CAMA) GIS mapping capabilities. • Coordination with digital GIS data distribution for consultants and/or contractors working on behalf of an Ottawa County Partner. • Access to other County department resources joined and/or associated with Ottawa County GIS (where available). Departments that GIS has integrated with: Clerks, Register of Deeds, Treasurer's Office, Equalization, Planning, Parks, County Administration, Sheriff's Office, Central Dispatch, Ottawa County Road Commission, Public Health, Environmental Health, Emergency Services, and Ottawa County Water Resources.
<i>Metric:</i>	<p>Availability - Regular support is offered during normal business hours (Monday through Friday, 7:30 AM – 5:00 PM), while support outside of business hours is handled via the Service Desk; Web-based application training is available as scheduled or as requested.</p> <p>Response Times – Provides timely resolution of support tickets within the acceptable time limits outlined under Prioritization and Response Times.</p>
<i>Tracking:</i>	Support services are tracked via the County's service tracking application.

GIS training and support services staff matrix:

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Web-based Application Training	X	X	X	X
Support Services	X	X	X	X

Premium GIS Services

<i>Description:</i>	<p>The GIS Team provides the following consulting services: custom data, custom built tools, analysis and research, and application development.</p> <p>These custom solutions are not included in the subscription cost for GIS and are subject to the hourly rate of the GIS staff person assigned. For information on the hourly rate for current staff see the Appendix under <i>GIS Premium Services Rate Information</i>.</p> <p>Premium GIS Services include the following:</p> <ul style="list-style-type: none"> - Customized web application development (e.g., mobile editing applications) - Utility Data Conversion - GPS Support - Spatial & 3D Analysis - Document imaging (large format scanner, linked documents to map features) - Customized mapbook creation - Help in recommending, installing, updating, and troubleshooting ESRI's licensed desktop software for non-County employees (purchasing and annual maintenance cost not covered. This must be done by the local unit.) -Additional support not outlined in previous sections.
<i>Metric:</i>	<p>Availability - Normal business hours: Monday through Friday, 8:00am – 5:00pm</p> <p>Delivery - Completes project deliverables within the timeframe defined by the client and the GIS Team.</p>
<i>Tracking:</i>	By service request.

Premium GIS Services staff matrix:

	GIS Technician	GIS Programmer/Tech	GIS System Analyst	GIS Supervisor
Custom Web Application Development		X		
Utility Data Conversion	X		X	X
GPS Support				X
Spatial & 3D Analysis	X		X	X
Document Imaging	X		X	X
Customized Mapbook Creation	X			
Esri Desktop Software Support	X		X	X

SERVICE LEVEL REVIEW & AMENDMENTS

This agreement will be reviewed annually during renewal of the service term. However, in lieu of a review during any period specified, the current agreement will remain in effect.

Contents of this document may be amended, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties.

Should this SLA be amended, a notification to the Client will be made one month in advance via email.

This SLA may be terminated by either party, given 60 days' advance notice.

APPROVALS

(<Name>, <Role>, <Local Unit/Agency/Department>)

(Date)

(<Name>, GIS Supervisor, Ottawa County GIS)

(Date)

(<Name>, <Role>, < Local Unit/Agency/Department >)

(Date)

(<Name>, <Role>, < Local Unit/Agency/Department >)

(Date)

APPENDIX

GIS Staff Contact Information

Contact	Title	Phone	Email
Shane Pavlak	GIS Supervisor	(616) 738-4602	spavlak@miottawa.org
Pete Schneider	GIS System Analyst	(616) 738-4829	pschneider@miottawa.org
Emily Renkema	GIS Programmer/Tech	(616) 738-4834	erenkema@miottawa.org
Robert Royce	GIS Technician	(616) 738-4603	rroyce@miottawa.org

GIS Premium Services Rate Information

The hourly rate is comprised of salary, benefits, and a 7.1% overhead charge. This hourly rate is subject to change based on changes in the previously listed factors.

After-Hours Support Procedures

After-hours support will be provided for emergencies only. This service is intended for the handling of urgent issues that cannot wait until the next business day.

Urgent issues are defined as those that negatively impact services to the citizens for Ottawa County, and for which no other workaround is immediately available. In the event of an urgent situation, a department supervisor should be contacted to report the issue.

The following instructions should be followed to contact the Service Desk for after-hours urgent support:

1. The user having the issues contacts their supervisor.
2. The supervisor calls 616-738-4880.
3. After listening to the greeting, press 2 and leave a detailed message with their name, the name of the user having the problem, the details of the problem, and a phone number where the user can be reached.
4. The on-call Support Specialist will be contacted and will contact the user within 30 minutes.



12220 Fillmore Street | Room 331 | West Olive, MI, 49460

Phone (616) 738-4844

Fax (616) 738-4897

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide (as applicable) proof of the following insurances and endorsements/policy provision copies before the work described in the contract begins or a purchase order can be issued.

COMMERCIAL GENERAL LIABILITY:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate:	\$2,000,000
Products-Complete Operations Aggregate:	\$2,000,000

AUTOMOBILE:

Liability:	\$1,000,000 Each Accident
Personal Injury Protection:	Michigan Statutorily Required Limit
Property Protection:	Michigan Statutorily Required Limit

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

Workers' Compensation:	Michigan Statutory
Employers' Liability:	\$1,000,000 Each Accident \$1,000,000 Aggregate Injury by Disease or limits adequate to satisfy Umbrella or Excess Liability insurance underlying requirements.

UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:

General Aggregate (not applicable to Automobile Liability):	\$5,000,000*
Products-Completed Operations Aggregate:	\$5,000,000*
Each Occurrence or Accident:	\$5,000,000*

There are to be no gaps between scheduled underlying insurance and Umbrella/Excess Liability underlying required limits.

*Limits shown are minimums but is to be adjusted to higher amounts depending upon how much injury or damage the contractor can cause.

PROFESSIONAL LIABILITY, AS APPLICABLE:

Limit of Liability:	\$2,000,000 Policy-Year Aggregate (if contract is for professional services).
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PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:

Limit of Liability:	\$2,000,000 Aggregate Limit
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The County of Ottawa is to be an Additional Insured on **Commercial General Liability, Umbrella/Excess Liability, and Privacy and Security Liability (Cyber Security)** insurance, on a primary and non-contributory basis.

Commercial General Liability insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project. All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

Commercial General Liability and, if applicable, Umbrella/Excess Liability, **Professional Liability** and/or **Privacy and Security Liability (Cyber Security)** insurance shall remain in effect for two years after completion of the work described in the contract.

Contractor shall furnish (a) certificate(s) of insurance showing the above-specified coverages and shall provide copies of **Commercial General Liability, Umbrella/Excess Liability** and Additional Insured and Primary and Non-Contributory endorsements, or copies of policy blanket Additional Insured and Primary and Non-Contributory provisions with the certificate(s).

All policies shall be endorsed to provide a minimum 30-day notice requirement to the named insured in the event of policy termination.

The contractor is responsible for providing to the County renewal or replacement certificates in the event that one or more policies are terminated before the completion of the work and the two-year additional period for Commercial General Liability, Professional Liability and/or Cyber Security Liability policies.

Modification of the Insurance Requirements: Depending on the subject matter of the contract and/or Purchase Order, the County reserves the right to require higher limits of insurance coverage and/or other insurance coverage in addition to the coverages herein.

If a prospective Contractor is a sole proprietor or an entity that believes that it cannot meet the above insurance requirements, please contact Ottawa County Purchasing Division at purchasing@miottawa.org to check whether any waivers or modifications will be permitted.

Please forward your evidence of insurance to: Ottawa County Purchasing, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897

Dear Board Members,

At the direction of the Planning Commission, I am requesting the Board's consideration of adding an escrow account requirement for certain land use applications that are likely to generate additional billable costs beyond the standard review process.

Over time, we have seen some applications require substantial staff time and outside professional services, including but not limited to planning review, legal consultation, and multiple or extended meetings. When these costs exceed the application fee, the Township bears the financial burden unless there is a mechanism in place to recover those expenses.

To better protect Township resources while still allowing applications to move forward, I am proposing the following adjustments:

Proposed Fee Structure

- Increase the SLU non-refundable application fee to \$1,200
- Require a \$1,500 escrow for applications that may reasonably require additional staff time or professional services (planning, legal, extra meetings, etc.)
- Require a \$5,000 escrow for Planned Unit Developments (PUDs)

Escrow funds would be used only as needed to cover actual Township costs associated with the application. Any unused escrow balance would be returned to the applicant upon completion of the review process.

This approach helps ensure that:

- The Township is not subsidizing complex or time-intensive applications
- Applicants understand upfront that additional review carries real costs
- Staff and consultants can perform thorough and timely reviews without budgetary concern

I believe this is a fair, transparent, and fiscally responsible step that aligns costs with impact. I welcome the Board's feedback and direction.

Respectfully,

Ryan Capson