WAYS AND MEANS
Hall of Justice
990 Terrace Street, Muskegon, MI
January 22, 2019 - 3:30 PM

Robert Scolnik, Chair
Charles Nash, Vice-Chair

1. Call to Order
2. Roll Call
3. Approval of the Minutes of January 10, 2019
4. Public Comment (on an agenda item)
5. Items for Consideration

**WM19/01 – 03** (Administration) Approve Payment of the Accounts Payable of $5,663,692.79, Covering the Period of December 21, 2018 through January 11, 2019 for Checks as Presented by the County Clerk

**WM19/01 – 04** (Administration) Approve Issuance of Request for Proposals for Bond Counsel Services

**WM19/01 – 05** (Administration) Approve the Issuance of Request for Proposals for Financial Advisor Services

**WM19/01 – 06** (Administration) Approve the Issuance of Request for Proposals for Corporate Counsel Services

**WM19/01 – 07** (Human Resources) Authorize a One Year Contract Extension with Goodtemps, Inc.

**WM19/01 – 08** (Human Resources) Authorize Human Resources to Release a Request for Proposals for Insurance Brokerage Services

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**PUBLIC COMMENT**
Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the Commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant unless time is extended prior to the public comment period by a vote of a majority of the Commission.
5. Items for Consideration (Continued)

WM19/01 – 09 (Information Technologies) Approve the Request for the Information Systems Department to Submit Request for Proposals for New VXC Clients

WM19/01 – 10 (Information Technologies/GIS) Authorize Information Systems Department to Enter into a Contract with Kucera International for Acquisition of Spring 2019 Digital Orthophotography

6. Old Business

7. New Business

- Federal Government Funding Update

8. Public Comment

9. Adjournment
Muskegon County  
Ways & Means Committee  
January 10, 2019  
3:30 p.m.  
Hall of Justice  
990 Terrace  
Muskegon, MI  

Robert Scolnik, Chair  
Charles Nash, Vice-Chair  

MINUTES  

CALL TO ORDER  
The meeting was called to order by Commissioner Scolnik at 3:30 p.m.  

ROLL CALL  
Present: Gary Foster, Marcie Hovey-Wright, Susie Hughes, Zach Lahrng, Ken Mahoney, Charles Nash, Bob Scolnik, I. John Snider, II, Rillastine Wilkins  

Also Present: Doug Hughes, Corporate Counsel; Mark Eisenbarth, County Administrator; Lisa Chalko, Administrative Coordinator  

APPROVAL OF MINUTES  
It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve the minutes of December 18, 2018, as written. Motion carried.  

PUBLIC COMMENT (On an agenda item.)  
None.  

ITEMS FOR CONSIDERATION  

WM19/01 - 01  It was moved by Chairman Hughes, supported by Commissioner Mahoney, to approve payment of the accounts payable of $14,309,057.98, covering the period of December 8, 2018 through December 20, 2018 for checks and November 1, 2018 through November 30, 2018 for P-Card and EFT payments, as presented by the County Clerk. [Hughes – Abstain MOKA payment] Motion carried.  

WM19/01 – 02  It was moved by Commissioner Mahoney, supported by Commissioner Snider, to authorize an eight month extension, beginning August 9, 2018 to April 8, 2019, of the Development Agreement between Muskegon County and Grand Trunk LLC for
the Grand Trunk Depot (Parcel 61-24-205-318-001-10) located at 683 West Western Avenue, and authorize the Board Chair to sign. Motion carried.

Mr. Brett Gilbert, Grand Trunk, LLC, was introduced and provided an update on the work completed to date at the Grand Trunk Depot. The finished product will be a three room boutique hotel with each room having its own external entrance. He noted one room will be handicap accessible and all rooms will be connectable if patrons desire. Externally a fence will be installed to closely match the fence at Heritage Landing, although not as tall. He anticipates opening in March and will host an open house prior. He invited Commissioners to stop and tour the facility at any time.

OLD BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 3:49 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Ways & Means

REQUESTING DEPARTMENT
Administration

COMMITTEE DATE
January 22, 2019

REQUESTOR SIGNATURE
Beth Dick

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Expenditures for checks covering the period December 21, 2018 through January 11, 2019 totaled $5,663,692.79 and included the following large or unusual items:

1) Payments to Bowen Heating and Cooling for $134,857 for DTE Test & Tune services.
2) Payments to Consumers Energy for $208,838.69 for portions of November and December electricity usage.
3) Payments to Correct Care Solutions for $108,570 for inmate medical services.
4) Payment to Forest View Psychiatric Hospital for $116,537.47 for Healthwest community inpatient services.
5) Payment to Lakeshore Museum Center for $129,120.86 for 2018 property tax distributions.
6) Payment to McCormick Sand Inc. for $175,090.91 for Kuis drain project.
7) Payments to Mercy Health Partners for $129,664.01 for Healthwest substance use disorder and inpatient care services.
8) Payments to MOKA for $408,363.15 for Healthwest specialized residential, sill building, CLS and children’s waiver services.
9) Payment to Muskegon Community College for $1,019,910.87 for 2018 property tax distributions.
10) Payments to Pioneer Resources for $290,722.35 for Healthwest room and board, personal care, skill building and autism services.
11) Payment to Samaritas for $239,465.17 for Healthwest adult foster care services.
12) Payment to State of Michigan for $122,013.45 for December District Court fee transmittal.
13) Payment to Turning Leaf for $137,979.67 for Healthwest room and board, personal care and supervised apartment services.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve payment of the accounts payable of $5,663,692.79, covering the period of December 21, 2018 through January 11, 2019 for checks as presented by the County Clerk.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

Date

AGENDA DATE: 1/22/19
AGENDA NO.: wm 19/01-03
BOARD DATE: 1/29/19
PAGE NO.

Revised 1/14/19
RECAP
FOR ACCOUNTS PAYABLE

Total Checks Issued 12/21/18 through 01/11/19 $ 5,663,692.79

TOTAL ACCOUNTS PAYABLE $ 5,663,692.79
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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REQUESTING DEPARTMENT: Administration

COMMITTEE DATE: January 22, 2019

REQUESTOR SIGNATURE: Beth Dick

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The County of Muskegon has used Miller Canfield as its bond counsel on various bond issues for many years. Administration would like to request permission to issue requests for proposals for bond counsel services for a 3 year contract with 2 one-year option renewals. The cost of services depends on the dollar amount of bonds issued in any given year.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the issuance of Request for Proposals for bond counsel services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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<th>HUMAN RESOURCES ANALYSIS:</th>
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<td>B. Dick</td>
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 1/22/19  AGENDA NO: WM1901-04  BOARD DATE: 1/29/19  PAGE NO.

Revised 1/17/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<td>Beth Dick</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The County has used Hilltop Securities, Inc. (formerly First Southwest) as its financial advisor since 2011 on various bond issues over the last 8 years. Administration would like to request permission to issue requests for proposals for financial advisor services for a 3 year contract with 2 one-year option renewals. The cost of services depends on the dollar amount of bonds issued in any given year.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the issuance of Request for Proposals for financial advisor services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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AGENDA DATE: 1/22/19  AGENDA NO.: WM19/01-05  BOARD DATE: 12/29/19  PAGE NO.:

Revised 1/17/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Ways and Means

BUDGETED | NON-BUDGETED | PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Administration

COMMITTEE DATE
January 22, 2019

REQUESTOR SIGNATURE
Mark Eisenbarth

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The County of Muskegon has used the law firm Williams Hughes, PLLC, as its corporate counsel since 2013. The current contract with corporate counsel is due to expire. Administration seeks permission to issue Requests for Proposals for corporate counsel services for a 3-year contract with one 3-year optional renewal.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the issuance of Request for Proposals for corporate counsel services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

Approved
B. Dick

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

Approved
M. Eisenbarth

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

Date

AGENDA DATE: 1/22/19  AGENDA NO: WMI19-01-02  BOARD DATE: 1/29/19  PAGE NO.

Revised 1/18/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<td>Human Resources</td>
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<td>KRISTEN N. WADE</td>
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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

On March 22, 2018 the Board of Commissioners approved the award of temporary staffing services to Goodtemps, Inc., Staffing Services (RFP 18-2290) for a one (1) year contract expiring March 31, 2019 and the option of two (2) subsequent one (1) year extensions.

The staffing services that Goodtemps has provided over the last year have been more than satisfactory; therefore, Human Resources requests authorization to execute a one (1) year contract extension with Goodtemps, Inc., Staffing Services.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Authorize a one (1) year contract extension with Goodtemps, Inc., Staffing Services from April 1, 2019 - March 31, 2020.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

Recommend Approval K. Wade

FINANCE & MANAGEMENT ANALYSIS:


CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 1/22/19 AGENDA NO: 01-07 BOARD DATE: 1/29/19 PAGE NO.
On March 22, 2016, the Board of Commissioners awarded a one (1) year contract for insurance brokerage services to Arthur J. Gallagher with the option of two (2) subsequent one (1) year extensions. The last available contract extension is currently valid through April 30, 2019; therefore, Human Resources requests permission to release a Request for Proposal for insurance brokerage services.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Authorize Human Resources to release a Request for Proposals (RFP) for insurance brokerage services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

**HUMAN RESOURCES ANALYSIS:** Recommend Approval K. Wade

**CORPORATE COUNSEL ANALYSIS:**

**FINANCE & MANAGEMENT ANALYSIS:**

**ADMINISTRATOR RECOMMENDATION:**

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

Revised 1/10/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<td>Information Technologies</td>
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<td>January 22, 2019</td>
<td>Ivan Phillips</td>
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**SUMMARY OF REQUEST** (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The endpoint client devices (VXC’s) used by employees to connect to their virtual desktops were purchased in 2011 which makes them 7 years old. This equipment is no longer supported by current versions of VMware preventing us from upgrading our virtual desktop software.

Therefore, the Information Systems department would like to request permission to issue Request for Proposals for new VXC clients.

**SUGGESTED MOTION** (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to approve the request for the Information Systems department to go out for Request for Proposals for new VXC clients.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE)**

**HUMAN RESOURCES ANALYSIS:**

**FINANCE & MANAGEMENT ANALYSIS:**

**CORPORATE COUNSEL ANALYSIS:**

**ADMINISTRATOR RECOMMENDATION:**

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

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<td>1/29/18</td>
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Revised 1/14/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

REQUESTING DEPARTMENT
Information Systems / GIS

COMMITTEE
Ways & Means

COMMITTEE DATE
January 22, 2019

REQUESTOR SIGNATURE
Ivan Phillips/Thomas Van Bruggen

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

In an effort to maintain current aerial photography as a foundational base layer with the County’s enterprise Geographic Information System (GIS) as well as to support contractual obligations with local municipalities as outlined in the GIS Basic Level of Service agreements, it is necessary to obtain updated digital orthophotography in the spring of 2019.

Muskegon County last purchased digital orthophotography in the spring of 2014, which is now nearly five (5) years out of date. The necessity for up to date imagery within the GIS system, combined with requirements set forth in the twenty-one (21) contracts with local municipalities that require updated photography every five years leads to the requirement that this photography be acquired.

This project is budgeted within the County’s FY2019 Capital Improvement plan budget, and the anticipated cost of this project is anticipated to be completed at a cost of $45,000, which is less than originally budgeted.

Kucera International Inc. is the vendor providing the lowest quotation and has previously established full qualifications for providing the services rendered as they were the vendor of choice for a 2008 flight. Their project cost estimate is $45,000.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to authorize the Muskegon County Information Systems Department to enter into a contract with Kucera International for acquisition of spring 2019 digital orthophotography for enhancement into the County’s Geographic Information System at a price not to exceed $45,000.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

AGENDA DATE: 1/28/19 AGENDA NO.: WM19/01-10 BOARD DATE: 1/29/18 PAGE NO. 13

Revised 1/14/19
Memorandum

DATE: January 11, 2019
TO: Muskegon County Board of Commissioners
FROM: Thomas Van Bruggen, GIS Administrator
RE: Spring 2019 County Digital Orthophotography Purchase Request
C: Ivan Phillips, IT Director
    Mark Hansen, IT Manager

Muskegon County, in support of its Geographic Information System (GIS) program and contractual obligations between the GIS program and local municipalities, needs to acquire spring 2019 digital orthophotography (DOP). The last acquisition of said photography occurred in the spring of 2014.

Based upon current Purchasing Rules, Muskegon County Information Systems and Muskegon County GIS have acquired four (4) pricing proposals for evaluation and comparison to support selection of a vendor for aerial photography acquisition for 2019.

In support of the need for the photography update, Muskegon County's current aerial photography is five (5) years old. Previous aerial photography acquisitions have been performed on a varying schedule, with past flights in 2014, 2008, 2001, 1995, 1981, and 1967.

The project will consist of a single phase acquisition of the ortho photography with acquisition occurring in the spring of 2019 with delivery in the spring/summer of 2019. This photography will provide a complete county-wide update of DOP that meets or exceeds United States Geological Survey (USGS) National Map Accuracy Standards for 1" = 100' mapping.

It is anticipated that the project would commence with the acquisition of the photography and elevation data between late March and the end of April 2019, and final product delivery and project completion is scheduled for summer of 2019.

Upon review of the price quotations, Muskegon County Information Systems and Muskegon County GIS is recommending the selection of Kucera International, Inc. and their price for acquisition with a total cost of $45,000. This quotation is the lowest of all submitted responses, and Kucera has an established history of exception work with Muskegon County, having previously acquired imagery for the County in 2008.
The project cost is less than budgeted within the FY2019 capital improvement plan. Initial budgeted estimates were at a cost of $62,000, while this project is now proposed to be $45,000.00. Following is a table of budgeted and quoted costs by each perspective vendor for reference.

<table>
<thead>
<tr>
<th>Budgeted Amount</th>
<th>$62,000.00</th>
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<tbody>
<tr>
<td>Kucera International, Inc.</td>
<td>$45,000.00</td>
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<tr>
<td>State of Michigan MiSAIL Program</td>
<td>$49,315.08</td>
</tr>
<tr>
<td>Woolpert, Inc.</td>
<td>$52,023.15</td>
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<tr>
<td>Pictometry, Inc.</td>
<td>$96,038.00</td>
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On the following pages you will find the pricing proposals from each perspective vendor. It should be noted that the proposal from Pictometry, Inc. shown as a new quotation that is based upon upgrading the oblique photography project that is already contracted for Muskegon County. To obtain the quoted figure of $96,038.00, the new proposal total must be compared with the oblique proposal that is already in place and find the difference between the two, resulting in the cost listed.

This department looks forward to the progressive development of the GIS through the support of DOP updates that will assist in the development utilization and service provided by the GIS to County departments and the citizens of Muskegon County.

Please contact me with any questions you may have.

Thomas Van Bruggen
GIS Administrator
Muskegon County Information Systems
Muskegon County GIS
141 E. Apple Ave
Muskegon, MI 49442
P: 231-724-4458
Attn: Thomas Van Bruggen, GIS Director

Re: Proposal for 2019 Countywide Digital Orthophotography

Dear Mr. Van Bruggen:

Following up on your request to Roger Waugh of our Columbus, Ohio (Henderson Aerial Surveys) office, Kucera International is pleased to offer this proposal for 2019 countywide digital orthophotography services for Muskegon County.

We understand the County is seeking new (Spring 2019) digital aerial photography and digital orthophotography at 6” or 4” resolution covering the County. Kucera specializes in the services being sought and in fact produced Muskegon County’s 2008 orthoimagery.

For the 2019 project Kucera will perform a digital aerial photo flyover of the County in the March – April time frame as soon weather (clear sky; no excessive winds) and ground (no significant smoke, fog, snow cover, flooding) conditions permit. The flyover will be performed using one or more of Kucera's twin-engine aircraft and will take 1 – 2 flight sessions (5 – 8 flight hours) to complete. The flyover will only be performed during the time of the day when the sun height is at least 30 degrees above the horizon to prevent long shadows in the imagery.

For the County’s 2008 project Kucera used Leica ADS40 digital pushbroom cameras for the aerial image capture. For the 2019 project Kucera will use the succeeding generation – Leica ADS100 – of the same pushbroom imaging. The ADS100 camera has a number of upgrades - including wider (20000 pixel capture swath, higher (5 micron) resolving power, electronic forward motion compensation, and improved exposure control/latitude – which significantly improve capture efficiency and image quality. The imagery will be captured in 4-band (RGB and NIR) from a flying height of approximately 4300’ above ground for direct 4” resolution capture and 6400’ above ground for direct 6” resolution capture. The flight lines will be oriented north – south and spaced so as to have at least 30% side image overlap between adjacent flight swaths.

The digital aerial photography will be controlled georeferenced with a combination of camera-captured airborne GPS/IMU in-flight position and orientation measurements and ground surveyed control points distributed around the periphery and through the interior of the County. For the 4” resolution countywide orthoimagery 20 ground control points will be established and for the 6” resolution countywide orthoimagery 15 ground control points will be used. The ground control will support creation of orthoimagery meeting ASPRS Class 1 accuracy standards, i.e., horizontal RMSE within 0.67’ for 4” orthoimagery and with 1’ for 6” orthoimagery. The georeferencing of the photo imagery will be finalized through a rigorous digital aerotriangulation process. The project datums will be NAD83 HARN Michigan State Plane South Zone horizontal and NAVD88 vertical, with International Feet units. The ground control survey will be overseen by a Michigan licensed surveyor.
The digital elevation model (DEM) data used for the rectification of the triangulated digital aerial photo imagery will be the County's existing/2016 lidar DEM data. The existing DEM will be photogrammetrically reviewed and updated/augmented by Kucera as needed to support orthorectification to the project accuracy standards. The updated DEM used for the 2019 orthorectification will be provided as a deliverable to the County.

Kucera's digital orthophoto production process will include auto-rectification of the triangulated image swaths to the updated DEM, manual check for accuracy and absence of DEM-induced anomalies, batch mosaicing of the rectified swaths into a color/tone balanced orthoimage mosaic, manual review and edit of mosaic seam lines as needed, extraction of individual modular tiles, and manual QC review/edit of each tile for proper accuracy, image clarity, tone and color consistency, non-excessive feature lean, absence of elevated feature displacements and breaks, and absence of other image anomalies. Final edits/patches are made in the QC review process as needed prior to delivery of the finalized orthoimagery in uncompressed GeoTIFF modular tiles and compressed SID or JPEG form.

For the County's 2008 project Kucera provided the uncompressed imagery in separate 3-band color, 3-band infrared, and 3-band black & white form. This uncompressed delivery can be maintained for the 2019 project or the uncompressed imagery can be delivered as a single 4-band dataset. All image tiles including boundary periphery tiles will have full image coverage. The compressed orthoimagery will be delivered at 12:1 townshipwide mosaics and as a 100:1 countywide mosaic in the same fashion as for the 2008 project, or in a different compressed form as selected by the County. The orthoimage delivery will include project level FGDC metadata in XML format.

Sample finalized orthoimagery covering the County's designated pilot area will be delivered in June for County review and comment/approval. The projectwide orthoimagery will be completed/delivered by August for the 6" resolution option and by September for the 4" resolution option.

Kucera's fee breakdown for the services described is as follows:

Option 1 – Countywide 4" orthoimagery
- Aerial photo acquisition: $28,000
- Ground control survey (20 pts): 4,400
- Aerotriangulation and DEM preparation: 2,600
- Orthophotography in GeoTIFF and SID with FGDC metadata: 45,000

Total: $80,000

Option 2 – Countywide 6" orthoimagery
- Aerial photo acquisition: $22,000
- Ground control survey (20 pts): 3,600
- Aerotriangulation and DEM preparation: 2,400
- Orthophotography in GeoTIFF and SID with FGDC metadata: 17,000

Total: $45,000

We enjoyed serving Muskegon County in 2008 and look forward again being of service. Please contact Roger Waugh or me for follow up as needed.

Sincerely,

[Signature]

John Antalovich Jr., PE, PS
President
Muskegon County Imagery Buy-Up Proposal

Project Area: 576 Square Miles

Cost per Square Mile: $85.84

Total Project Cost: $49,315.08

Optional 3 Inch resolution buy-ups:

10 to 100 square miles: $365.75 per square mile

101 to 500 square miles: $247.72 per square mile

500+ square miles: $228.74 per square mile

Ulrika S. Zay, Outreach
State of Michigan | DTMB | Center for Shared Solutions
111 S. Capitol Avenue, Romney Building, 10th Floor
Lansing, MI 48933
517-335-7011
Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on __________ day of __________, 2019, between Woolpert, Inc., 333 North Alabama Street, Suite 200, Indianapolis, IN 46204 ("Woolpert") and Muskegon County, Michigan ("Client"), and intends to describe Woolpert’s Professional Services ("Services") to be furnished for the: 2019 Spring Flight Muskegon County, MI ("Project"), all as described below:

1. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert’s error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client’s written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert’s proposal.

2. Schedule: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described within Client’s request and/or solicitation for services dated December 18, 2018. Client understands that modifications to the Project’s schedule may reasonably impact Woolpert’s anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. Budget: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the Project budget and/or Programming described within Client’s request and/or solicitation for services dated December 18, 2018. Client understands that a modification to the budget may reasonably impact Woolpert’s planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. Fees: Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A as described within Attachment B. Client agrees that Woolpert’s compensation is not dependent or conditional upon Client’s funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys’ fees, and interest at a rate of 1.5 percent per month.

5. Insurance: Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of insurance required by the project that is beyond Woolpert’s typical insurance program. A project-responsive copy of Woolpert’s ACORD specimen is available upon Client’s request.

6. Communication: Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

7. Coordination: Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other’s scope and/or obligations, or the project’s schedule, budget or quality.

8. Change Management: Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

9. Documentation: Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

10. Issues: Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other’s performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project’s schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

11. Integration: This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

Muskegon County:

Signed: ________________________________
Name: ________________________________
Title: ________________________________

Woolpert, Inc.:

Signed: ________________________________
Name: Kent L Park
Title: Associate / Geospatial Project Manager

Attachments A, B, Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement.
• This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.
Attachment A: Scope of Services

Client’s Representative

- Name: Thomas Van Bruggen, GIS Administrator
- Address: 141 E Apple Ave, Muskegon, MI 49442
- Phone Number: 231.724.4458
- Email address: vanbruggenth@co.muskegon.mi.us

Woolpert’s Contact

- Name: Kent L Park, Geospatial Project Manager
- Address: 333 North Alabama Street, Suite 200, Indianapolis, IN 46204
- Phone Number: 317.281.2092
- Email address: kent.park@woolpert.com

Services

Note: In 2016, Woolpert Inc. was selected by the State of Indiana as the contractor for the 2016 to 2018 Statewide Imagery program (contract extended thru December 31, 2019). Counties in neighboring states to the State of Indiana may participate by having projects performed in conjunction with Statewide Imagery Program taking advantage of the State of Indiana’s RFP process and negotiated fees. This agreement for services is to be performed in conjunction with the Indiana Statewide Imagery Program: The scope of services, compensation, schedules, and deliverables are subject to the above mentioned program; however Muskegon County will contract directly with Woolpert Inc. and retain sole ownership of any products or services provided.

- **Initiation Meetings/Project Plan.** This phase will allow for the finalization of product specifications chosen by the County. Woolpert will develop a project plan that defines areas of responsibilities, scope of services, schedules, communication/coordination protocols, tracking, and quality assurance/quality control procedures.

- **Aerial Imagery Acquisition.** Woolpert will acquire new 4-band – R, G, B, NIR digital imagery covering the entire ±579 square mile project area including a 1,320' buffer zone outside the county. The aerial imagery will be acquired at flying height capable of producing 1"=100’ scale orthoimagery with a 6-inch pixel resolution. Imagery will be acquired during leaf-off conditions, when ground conditions are sufficiently clear of snow and when rivers/streams are contained within their normal.

  Note: In the event that weather postpones the winter/spring 2019 flight, Woolpert and the County will determine when all (if no flights have been acquired at the postponement of imagery acquisition) or the remaining flights will be acquired. Options include a continuation of flight acquisition during partial/full leaf-on conditions, postponement of flight acquisition to the following Fall leaf-off conditions or the following winter/spring leaf-off conditions.

- **ABGPS/Ground Control.** Woolpert will utilize existing horizontal/vertical ground control survey and new airborne GPS to support the digital orthoimagery production. Woolpert will use ABGPS base stations during aerial imagery acquisition. If any new control points are needed, they will be GPS observed and be consistent with second order horizontal and third order vertical. This control will be sufficient to meet the required accuracy necessary to support the ortho mapping.

- **Horizontal and Vertical Control Survey.** The horizontal datum used for this project will be the North American Datum 1983 (HARN 94), Michigan State Plane Coordinate System, South Zone, and expressed in U.S. Survey Feet. The vertical datum used for this survey will be North American Vertical Datum 1988 (NAVD88), and express in U.S. Survey Feet.

- **Digital Elevation Model (DEM).** Woolpert understands Muskegon County will provide a 2016 Lidar DEM data set. Woolpert will use the existing 2016 Lidar derived DEM for orthoimagery rectification. If during the review of the existing DEM, Woolpert determines it is not sufficient to produce 1"=100’ scale orthoimagery, Woolpert will meet with the county to determine the next appropriate action.

- **Digital Orthophotography.** Woolpert will produce new countywide 8-bit, 4-band color digital orthoimagery at 1"=100’ scale and with a 6-inch pixel resolution. The orthophoto tiling format will follow the County’s existing layout, with each 1"=100’ scale image covering 2,500’ x 2,500’. Orthophoto tiles will be clipped to eliminate overlap between adjacent tiles. The file size for each tile will be ~100 MB. Woolpert will use an interactive mosaicking process for tone balancing and image mosaicking. Full tiles will be used within the project interior and partial tiles will be used along the exterior perimeter covering the county boundary and the buffer zone. The digital orthophotography will be in geotiff format with a .TIFF world file for geo-referencing.

- **Metadata.** Woolpert will provide single product FGDC complaint metadata

- **SmartView Connect.** Woolpert will post the orthoimagery onto Woolpert’s SmartView Connect, on-line project QA/QC website for client review. Receive edit calls and comments from the project QA/QC website and take appropriate action. Install corrected data onto project website for client review, receive conformation of acceptance from client and prepare for delivery.
Attachment B: Compensation, Schedule & Deliverables

Compensation
Total Lump Sum Fee ........................................................................... $52,023.15

Schedule
Ortho data will be uploaded to Woolpert’s SmartView Connect Redline Server on or before August 31, 2018.

Deliverables
Woolpert will produce and deliver the following products to the County on external hard drive.

- Geotiff 4-band, 8-bit color imagery with corresponding world files (for each ortho tile)

Deliverable Acceptance
The client has thirty (30) calendar days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to resubmit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty (30) calendar days after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty (30) calendar days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Woolpert
January, 6, 2019

Professional Service Agreement

4PSA-04/17
TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement.

Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and modifications that may impact both the cost, schedule and/or quality of the Project.

Woolpert
January 6, 2019

Professional Service Agreement

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees that Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.
Proposal for: Muskegon County, MI
Project Name: 3" and 6" AccuPlus
Quote Number: Q-35512
Contract Term: 3 Year(s)

EagleView Rep: Mike Cowles
Phone Number: (330)933-6338
Email: mike.cowles@eagleview.com
Expiration Date: 2/28/2019
Targeted Capture: 2019-b-Spring

Total: $339,364.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.
## Budget Proposal

**Proposal for:** Muskegon County, MI  
**Project Name:** 3" and 6" AccuPlus  
**Contract Term:** 3 Year(s)  

**EagleView Rep:** Mike Cowles  
**Expiration Date:** 2/28/2019  
**Targeted Capture:** 2019-b-Spring

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**TOTAL:** $339,364.00

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