

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, August 12, 2010
9:30 AM

Consent Items:

1. Approval of the Agenda
2. Approval of June 10, 2010 Planning and Policy Committee Minutes

Action Items:

3. First Amendment to Lease for Suite 200, 115-119 Clover Commons, Holland, MI (Michigan Works!, etc.)
Suggested Motion:
To approve and forward to the Board of Commissioners the first amendment to the Lease between Huntington National Bank and the County of Ottawa for Suite 200, 115-119 Clover Commons, Holland, MI (Michigan Works, etc.) for a two (2) year term, at an annual cost of \$39,987.50.
4. Second Amendment to Lease for 119 Clover Avenue, 115-119 Clover Commons, Holland, MI (Michigan Works!, etc.)
Suggested Motion:
To approve and forward to the Board of Commissioners the second amendment to the Lease between Huntington National Bank and the County of Ottawa for 119 Clover Avenue, consisting of 22,900 square feet in Clover Commons, Holland, MI (Michigan Works, etc.) for a five (5) year term, at an annual cost of \$127,490.39.
5. Landscaping Improvement – Fifth and Franklin Street in Grand Haven
Suggested Motion:
To approve and forward to the Board of Commissioners the recommendation of approval of the plan to landscape the corner of 5th and Franklin Streets in Grand Haven across for the new Ottawa County Courthouse and to assign the project to the Ottawa County Building Authority.

Discussion Item:

6. Trick Farm

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

PLANNING & POLICY COMMITTEE

Proposed Minutes

DATE: June 10, 2010

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Gordon Schrotenboer, Joyce Kortman, Jane Ruiter, Roger Rycenga,
Dennis Swartout

STAFF & GUESTS: Alan Vanderberg, Administrator; Gordon Gallagher, Spring Lake
Township Manager; Sherri Sayles, Deputy Clerk; John Scholtz, Park &
Recreation Director; Curt Ter Haar, Parks Dept.

SUBJECT: CONSENT ITEMS

FC 10-032 Motion: To approve the agenda of today as presented and amended
adding Discussion Item #9 – LEDA – Vision Statement of Inclusion.
Moved by: Swartout **UNANIMOUS**

FC 10-033 Motion: To approve the minutes of the May 13, 2010, meeting as
presented.
Moved by: Schrotenboer **UNANIMOUS**

**SUBJECT: RESOLUTION IN SUPPORT OF GRAND
RIVER EXPEDITION 2010**

FC 10-034 Motion: To approve and forward to the Board of Commissioners the
Resolution in support of Grand River Expedition 2010.
Moved by: Schrotenboer **UNANIMOUS**

**SUBJECT: GRAND RIVER RAVINES ACQUISITION GRANT
AGREEMENT**

FC 10-035 Motion: To approve and forward to the Board of Commissioners the
Resolution accepting the terms of the grant agreement with the Michigan
Department of Natural Resources & Environment for the Grand River
Ravines Acquisition Project.
Moved by: Schrotenboer **UNANIMOUS**

**SUBJECT: LEASE OF LAND FOR HOLLAND HARBOR
FISHING ACCESS PROJECT**

FC 10-036 Motion: To approve and forward to the Board of Commissioners the lease agreement with the Secretary of the Army to lease 0.49 acres along the Holland channel required for implementation of the Holland Harbor Fishing Access Project.

Moved by: Ruiters

UNANIMOUS

SUBJECT: AWARD BID FOR HOLLAND HARBOR FISHING ACCESS PROJECT

FC 10-037 Motion: To receive and forward to the Board of Commissioners bids for the Holland Harbor Fishing Access Project and accept the low bid from Wolverine Construction including Alternate A for a total contract amount of \$454,662.97 with funding from Great Lakes Fishery Trust and the Parks and Recreation budget.

Moved by: Swartout

UNANIMOUS

SUBJECT: AWARD BID FOR UPPER MACATAWA NATURAL AREA FLOODPLAIN RESTORATION

FC 10-038 Motion: To receive and forward to the Board of Commissioners bids for the Upper Macatawa Natural Area Floodplain Restoration Project and accept the low bid from Desal Excavating in the amount of \$56,959 with funding from the USDA Natural Resources Conservation Service and the Parks and Recreation budget.

Moved by: Swartout

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Infrastructure Fund Request – The Administrator reported that Spring Lake Township submitted an Infrastructure Revolving Loan Fund Application for water system and sanitary sewer system construction.

Gordon Gallagher, Spring Lake Township Manager, gave an overview of the Wastewater Collection System proposal. The total cost of the project is \$2.4 million. The township has received a US EDA Grant for \$1,200,000 with the requirement that they pay the remaining \$1.2 million. The township has \$600,000 cash for the project and is looking for alternatives for the other \$600,000.

The Administrator stated the Infrastructure Fund was setup when times were good and questioned if the Committee wanted to continue the program. The Committee requested this be brought before the full Board at a Work Session.

2. LEDA – Vision Statement of Inclusion – The Administrator explained he serves as a member on the Lakeshore Ethnic Diversity Alliance (LEDA) CEO Advisory Council. One of the initiatives they have been working on is the development of a Vision Statement. He would like the Board to adopt this recommendation.

PP 10-039 Motion: To approve and forward to the Board of Commissioners the Resolution adopting the Lakeshore Ethnic Diversity Alliance Vision Statement of Inclusion.

Moved by: Kortman

UNANIMOUS

SUBJECT: ADJOURNMENT

PP 10-040 Motion: To adjourn at 10:12 a.m.

Moved by: Schrottenboer

UNANIMOUS

Action Request



Committee: Planning and Policy Committee

Meeting Date: 8/12/2010

Requesting Department: Michigan Works!

Submitted By: Greg Rapple

Agenda Item: First Amendment to Lease for Suite 200, 115-119 Clover Commons, Holland, MI (Michigan Works!, etc.)

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the first amendment to the Lease between Huntington National Bank and the County of Ottawa for Suite 200, 115-119 Clover Commons, Holland, MI (Michigan Works, etc.) for a two (2) year term, at an annual cost of \$39,987.50.

SUMMARY OF REQUEST:

Action will continue the lease of space being use by, Michigan Works! Ottawa County.

FINANCIAL INFORMATION:

Total Cost: \$39,987.50 | County Cost: \$39,987.50 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #2

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator:

Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.08.05 10:21:34 -0400

Committee/Governing/Advisory Board Approval Date:

FIRST AMENDMENT TO LEASE

This First AMENDMENT to LEASE (“Amendment”) by and between **The Huntington National Bank**, a national banking association, (“Landlord”) and the County of Ottawa, a municipality organized and doing business under the laws of the State of Michigan as (“Tenant”), is entered into this _____ day June 2010:

WITNESSETH

Whereas, Landlord and Tenant entered into an Office Lease for the premises (“Lease”); for the premises now known as Suite 200, containing 4,570 square feet in 115-119 Clover Commons complex at 115 Clover Avenue in Holland, MI 49423 for a term May 1, 2009 and ending September 30, 2010 and

Whereas, Tenant desires to extend its Lease for an additional two (2) year period and;

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

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

1 Basic Lease Provisions. Effective October 1, 2010 the Basic Lease Provisions contained in Section 1.02 of the New Lease shall be, and hereby are, amended as follows:

- (a) E. Term: Extended Two (2) years and 0 months beginning October 1, 2010 and ending September 30, 2012, the (“Expiration Date”)
- (b) F. Annual Base Rent: Shall remain as set forth therein at \$39,987.50 per year, or \$ 79,975.00 for the two year term, to be paid in the manner set forth in the lease and herein below.
- (c) G. Monthly Installments of Base Rent – Shall be payable in (24) Twenty-four equal monthly installments of \$3,332.29 a month in advance on the first day of each month beginning October 1, 2010.

Until September 30, 2010 Tenant shall pay to Landlord the Base Rent set forth in the original lease between the parties.

- 2. The parties further agree Section 17.03 of the original lease between the parties shall have no further force and effect and said terms are stricken from the lease.
- 3. The parties further agree that Tenant shall be permitted to continue to occupy that portion of the common area and elevator lobby area on the second floor of the building that Tenant currently occupies for its reception area – that space being outside the space or Premises leased by Tenant, among other things, without base rent, so long as the adjacent space currently being marketed by Landlord for lease remains vacant.

In the event the adjacent space on the second floor at 115 Clover is hereafter occupied Tenant agrees to vacate the common area and elevator lobby it currently occupies (said Premises not being a portion of the Premises leased by Tenant) within thirty (30) days of the receipt of such written notice from Landlord.

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

4. The parties represent no real estate broker has been involved in the in the amendment and extension of this lease by this First Amendment.
5. Continued Full Force and Effect. Except as herein specifically modified, supplemented and/or amended, all of the terms, covenants, and conditions of the Underlying lease of the parties Lease shall continue and remain in full force and effect, and together with the terms and conditions of this First Amendment to Lease, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively of the Landlord and Tenant.
6. Each of the parties whose signatures appear below represent and warrant they have the authority to bind their respective organizations.

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

Signed in the presence of
and attested to by:

Print Name: _____

Print Name: _____

Signed in the presence of
and attested to by:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Landlord: **The Huntington National Bank**

By: _____
Louis C. Matt, Jr.

Its: Vice President

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

By: _____
Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

Landlord's acknowledgment

State of Ohio
County of Franklin, ss:

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

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2010.

Notary Public

Tenant's Acknowledgment

State of _____
County of _____, ss:

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

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2010.

Notary Public

Action Request



Committee: Planning and Policy Committee

Meeting Date: 08/12/2010

Requesting Department: Michigan Works!

Submitted By: Greg Rapplepe

Agenda Item: Second Amendment to Lease for 119 Clover Avenue, 115-119 Clover Commons, Holland, MI (Michigan Works!, etc.)

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the second amendment to the Lease between Huntington National Bank and the County of Ottawa for 119 Clover Avenue, consisting of 22,900 square feet in Clover Commons, Holland, MI (Michigan Works, etc.) for a five (5) year term, at an annual cost of \$127,490.39.

SUMMARY OF REQUEST:

Action will continue the lease of space being use by, Michigan Works! Ottawa County.

FINANCIAL INFORMATION:

Total Cost: \$127,490.39 | County Cost: \$127,490.39 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #2

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.08.05 11:02:15 -0400

Committee/Governing/Advisory Board Approval Date:

SECOND AMENDMENT TO LEASE

This First AMENDMENT to LEASE ("Amendment") by and between **The Huntington National Bank**, a national banking association, ("Landlord") and the County of Ottawa, a municipality organized and doing business under the laws of the State of Michigan, and Kandu Industries, as ("Tenants"), is entered into this ____ day _____ 2010:

WITNESSETH

Whereas, Landlord and Tenants entered into an Office Lease for the premises ("Lease"); for the premises now known as 119 Clover Avenue, Holland, MI containing 22,900 square feet in 115-119 Clover Commons complex in Holland, MI on December 9, 2004 for a five (5) year term commencing September 15, 2005 and ending September 14, 2010 and thereafter the parties entered into a certain First Amendment to Lease dated October 25, 2005 and

Whereas, Tenants desire to extend the Lease for an additional five (5) year period and;

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

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

1. Basic Lease Provisions. Effective September 15, 2010 the Basic Lease Provisions contained in Section 1.02 of the New Lease shall be, and hereby are, amended as follows:
 - (a) E. Term: Extended Five (5) years and 0 months beginning September 15, 2010 and ending September 14, 2015 the ("Expiration Date")
 - (b) F. Annual Base Rent: Shall remain as set forth in Paragraph 7 g- year 5 of the First Amendment for each of the Tenants herein. With further specificity the annual base rent for each of the tenants, for each year of the five (5) year term, as extended, shall be as follows

Ottawa County: \$127,490.39
Kandu Industries: \$20,034.20
 - (c) G. Monthly Installments of Base Rent – Shall be payable in (60) Sixty equal monthly installments by each Tenant in advance on the first day of each month beginning September 15, 2010.

Until September 14, 2010 Tenant shall pay to Landlord the Base Rent set forth in the original lease, as amended, between the parties.
2. Effective September 15, 2010 Section 3.03 A (2) of the underlying lease, is amended. The last sentence of said paragraph, as set forth in the original lease between the parties shall have no further force and effect. The last sentence of Section 3.03 A (2) of the lease between the parties shall now read as follows in its entirety: " The base year for which Operating Expenses will be calculated under this Lease, as amended, will be 2009."
3. The parties represent no real estate broker has been involved in the in the amendment and extension of this lease by this Second Amendment.

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

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

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

Signed in the presence of
and attested to by:

Landlord: **The Huntington National Bank**

Print Name: _____

By: _____
Louis C. Matt, Jr.

Print Name: _____

Its: Vice President

Signed in the presence of
and attested to by:

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


Print Name: _____

By: _____
Print Name: _____
Its: _____

Print Name: _____


Print Name: _____

By: _____
Print Name: _____
Its: _____



Print Name: Mark Scheerhorn

Tenant: **Kandu Industries, Inc.**

By: 
Print Name: THOMAS VREEMAN
Its: CEO

Print Name: _____

Landlord's acknowledgment

State of Ohio
County of Franklin, ss:

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

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2010.

Notary Public

Tenant's Acknowledgment

State of _____
County of _____, ss:

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

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2010.

Notary Public

Tenant's Acknowledgment

State of _____
County of _____, ss:

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

IN TESTIMONY WHERE OF, I have hereunto set my hand and official seal this ____ day of _____ 2010.

Notary Public

Action Request



Committee: Planning and Policy Committee

Meeting Date: 8/12/2010

Requesting Department: Administrator's Office

Submitted By: Al Vanderberg

Agenda Item: Landscaping Improvement – Fifth and Franklin Street in Grand Haven

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the recommendation of approval of the plan to landscape the corner of 5th and Franklin Streets in Grand Haven across for the new Ottawa County Courthouse and to assign the project to the Ottawa County Building Authority.

SUMMARY OF REQUEST:

The original plan was to create parking in this location located at the East end of the Franklin Street Parking Lot. The parking spaces are not needed now but will be needed in the future when an annex is added to the Courthouse.

The proposed will provide an extension of the landscaping scheme used on Clinton Street on the southern boundary of this property.

FINANCIAL INFORMATION:

Total Cost: \$33,000.00 | County Cost: \$33,000.00 | Included in Budget: Yes No

If not included in budget, recommended funding source: Public Improvement Fund

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.08.05 15:09:49 -0400

Committee/Governing/Advisory Board Approval Date: