

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Conference Room F**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Thursday, December 14, 2017**  
**9:00 am**

**Public Comment:**

**Consent Items:**

1. Approval of the Agenda
2. Approval of the minutes from the [November 9, 2017](#) Planning and Policy Committee meeting.

**Action Items:**

1. [Grant Agreement – Bill and Bea Idema Foundation](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the grant agreement with the Bill and Bea Idema Foundation which reflects a \$2 million pledge to the Grand River Greenway Project and would result in the trail being named the “Idema Explorers Trail.”
2. [Historic Ottawa Beach Marina Plan](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the plan for marina services at Historic Ottawa Beach pending approval of grants as requested and proceed in securing necessary approvals from permitting authorities.
3. [Resolution Approving the Land Lease Agreement with Holland Charter Township](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the Resolution approving the Land Lease Agreement with Holland Charter Township allowing the township to construct a public safety services building on the James Street Campus.
4. [M-231 Phase II](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the Resolution supporting the need for MDOT to begin evaluating the proposed M-231 Phase II route and establishing an M-231 Corridor Preservation Committee.

5. [Indemnification Policy](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the new Indemnification Policy for review and comment.

**Discussion Items:**

1. Closed Session to Discuss Property Acquisition

Suggested Motion:

To go into closed session for the purpose of discussing property acquisition.  
(2/3 roll call vote required)

2. [Updated Policies](#)

3. Legislative Issues

- a. Current Legislative Priorities

**Adjournment**

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

**PLANNING AND POLICY COMMITTEE**

**Proposed Minutes**

DATE: November 9, 2017

TIME: 9:00 a.m.

PLACE: Fillmore Street Complex

PRESENT: Michael Haverdink, Kelly Kuiper, Frank Garcia, Donald Disselkoen, Philip Kuyers

STAFF & GUESTS: Alan Vanderberg, Administrator; Keith Van Beek, Assistant Administrator; Karen Karasinski, Fiscal Services Director; Curt TerHaar, Parks & Recreation; Rachel Sanchez, Chief Deputy Register of Deeds

SUBJECT: CONSENT ITEMS

Approve by consent the agenda of today as presented and amended adding Action Item #2 – Zeeland Interchange Project.

Approve by consent the minutes from the October 12, 2017 meeting as presented.

SUBJECT: HOB ACCESSIBLE KAYAK LAUNCH CZM GRANT APPLICATION

PP 17-065 Motion: To approve and forward to the Board of Commissioners the Resolution authorizing re-submittal of the Historic Ottawa Beach Accessible Kayak Launch project grant application to the Coastal Zone Management (CZM) Program through the Michigan Department of Environmental Quality Office of the Great Lakes for the 2017 grant cycle.

Moved by: Michael Haverdink

UNANIMOUS

SUBJECT: ZEELAND INTERCHANGE PROJECT

PP 17-066 Motion: To approve and forward to the Board of Commissioners a Resolution of support for the Michigan Department of Transportation's submittal of a Michigan Economic Development Fund Category A Grant Application for the I-196 BL – Zeeland Interchange Project.

Moved by: Michael Haverdink

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Closed Session to Discuss Property Acquisition

PP 17-067 Motion: To go into Closed Session at 9:25 a.m. for the purpose of discussing property acquisition. (2/3 roll call vote required)

Moved by: Frank Garcia

UNANIMOUS

Roll call vote: Yeas: Michael Haverdink, Kelly Kuiper, Frank Garcia, Donald Disselkoen, Philip Kuyers. (5)

PP 17-068 Motion: To rise from Closed Session at 9:40 a.m.  
Moved by: Donald Disselkoen UNANIMOUS

2. Legislative Issues

- a. Current Legislative Priorities – The Current Legislative Priorities (November 2017) was presented by Keith Van Beek. He reported the court case by Oakland County challenging the Indigent Defense Cost was denied in Court.

SUBJECT: ADJOURNMENT

PP 17-069 Motion: To adjourn at 9: 53 a.m.  
Moved by: Kelly Kuiper UNANIMOUS

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 12/14/2017

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Grant Agreement – Bill and Bea Idema Foundation

## Suggested Motion:

To approve and forward to the Board of Commissioners the grant agreement with the Bill and Bea Idema Foundation which reflects a \$2 million pledge to the Grand River Greenway Project and would result in the trail being named the "Idema Explorers Trail."

## Summary of Request:

The Ottawa County Parks Foundation, assisted by the Grand River Greenway Campaign Committee, has been working with potential major donors to raise funds for the Grand River Greenway project. The group recently received tremendous news from the Bill and Bea Idema Foundation that they are willing to pledge \$2 million toward the \$7.2 million fundraising goal in return for naming rights as offered by the Campaign Committee. The attached draft grant agreement identifies the terms of the gift including the naming of the "Idema Explorers Trail".

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

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:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

**Objective:** Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:



## MEMORANDUM

Date: December 5, 2017  
To: Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Grant Agreement – Bill and Bea Idema Foundation

---

The Ottawa County Parks Foundation, assisted by the Grand River Greenway Campaign Committee, has been quietly working with potential major donors to raise funds for the Grand River Greenway project. The group recently received tremendous news from the Bill and Bea Idema Foundation that they are willing to pledge \$2 million toward the \$7.2 million fundraising goal in return for naming rights as offered by the Campaign Committee. The attached draft grant agreement identifies the terms of the gift including the naming of the “Idema Explorers Trail”.

Proposed motion:

*To approve and authorize the Board Chair to sign the grant agreement with the Bill and Bea Idema Foundation which reflects a \$2 million pledge to the Grand River Greenway Project.*

This request relates to a non-mandated activity and supports Goal #3 “To contribute to a healthy physical, economic and community environment,” and Goal #4 “To continually improve the County’s organization and services.”

## GRANT AGREEMENT

### BILL AND BEA IDEMA FOUNDATION

This Agreement dated \_\_\_\_\_, 2017, is between BILL AND BEA IDEMA FOUNDATION (“**Foundation**”), a Michigan nonprofit corporation, 111 Lyon Street, NW, Grand Rapids, Michigan 49503, OTTAWA COUNTY PARKS FOUNDATION, INC. (“**Grantee**”), 13631 Johnson Street, Grand Haven, Michigan 49417, and OTTAWA COUNTY

Foundation has approved a grant to Grantee of Two Million Dollars (\$2,000,000) for the purpose of funding activities that the Ottawa County Parks and Recreation Department is undertaking incident to the acquisition and improvement of property that is to become a part of the Grand River Explorers Trail connecting Grand Rapids, Grand Haven, and Grand Valley State University (the “**Project**”). The following terms and conditions apply to this grant:

1. **Use of Funds.** This grant is made specifically and exclusively to fund the Project. Grantee may expend the grant funds for no other purpose.

2. **Payment Schedule.** Foundation will make payment of the grant no later than as follows: \$1,000,000 in calendar year 2020 and the remaining \$1,000,000 in calendar year 2021. If the Foundation makes any payment of the grant in 2019, such payment shall be applied first against the Foundation’s obligation to make its 2020 payment.

3. **Return of Funds.** Grantee must return to Foundation any funds Grantee receives from Foundation that are not expended for the purposes of the Project within 36 months of Grantee’s receipt of such funds from Foundation.

4. **Recognition.** In recognition of this grant Grantee and County will cause the entire Greenway Trail network in Ottawa County - from the Ottawa/Kent County line to the Grand Haven Pier in Lake Michigan - to bear the name “Idema Explorers Trail” and to be referred thereafter as such. Furthermore, three specific segments of the Idema Explorers Trail (per map of the proposal) will be named as Foundation subsequently directs. The Grantee and County will also recognize this grant in such additional manner as the Grantee and the County determine is appropriate for Project grants or contributions made at the \$2,000,000 level.

5. **Reports.** In the springtime of year 2023 on or before May 31, 2023, Grantee will provide Foundation with a written report on the Project’s status and, more particularly on the status of the Idema Explorers Trail portion of the Project. Grantee will provide the Foundation with such other periodic Project status reports as the Foundation requests. The foregoing required written report must include: (1) a detailed description of



the entire Project as completed through the date of the report and (2) a financial accounting of how Project funds have been spent.

6. **Publicity.** Grantee and County may disclose or use Foundation's name in connection with any announcements or statements made with respect to the Project without Foundation's prior consent. Grantee and County will cause Foundation's support of the Project to be recognized as Grantee or County deems appropriate in announcements made with respect to the Project.

7. **Reliance.** Foundation understands that Grantee, County and other donors who may support the Project will rely on this grant in completing and funding the Project and that Grantee thus may enforce Foundation's pledge to make this grant.

8. **Participation in Legal Proceeding and Actions.** Although the Michigan Attorney General is a necessary party in any legal proceeding or action to enforce, construe, or modify this Agreement, Grantee, County and Foundation agree that each shall have independent standing to undertake or participate in a legal proceeding or action to enforce, construe, or modify this Agreement and that each shall be an interested person in any such legal proceeding or action entitled to notice of the commencement thereof.

9. **Amendment.** The Agreement may be amended only by written instrument signed by authorized individuals on behalf of Foundation, Grantee and County.

BILL & BEA IDEMA FOUNDATION

OTTAWA COUNTY

By \_\_\_\_\_  
Jeffrey B. Power  
Its Secretary

By \_\_\_\_\_  
Alan G. Vanderberg  
Its County Administrator

OTTAWA COUNTY PARKS FOUNDATION, INC.

By \_\_\_\_\_  
Tom Werkman  
Its President

OTTAWA COUNTY PARKS & RECREATION

By \_\_\_\_\_  
John Scholtz  
Its Director



# Action Request



<b>Committee:</b>	Planning and Policy Committee
<b>Meeting Date:</b>	12/14/2017
<b>Requesting Department:</b>	Parks and Recreation
<b>Submitted By:</b>	Misty Cunningham
<b>Agenda Item:</b>	Historic Ottawa Beach Marina Plan

**Suggested Motion:**

To approve and forward to the Board of Commissioners the plan for marina services at Historic Ottawa Beach pending approval of grants as requested and proceed in securing necessary approvals from permitting authorities.

**Summary of Request:**

Following the Work Session with the Board of Commissioners on November 28, the Parks and Recreation Commission reviewed all marina plans and current direction at their December 6 meeting. Following the review, the Parks and Recreation Commission voted to support the project via the motion below. A Corps of Engineers permit request has been submitted. The next step will be to present the project to the Park Township Planning Commission which will hold a public meeting on the project after the first of the year.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

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:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

**Objective:** Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.  
 Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.  
 Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.  
 Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

**Administration:**     Recommended     Not Recommended     Without Recommendation

County Administrator: *Alan G. Vansuberg*

Committee/Governing/Advisory Board Approval Date:



## MEMORANDUM

Date: December 5, 2017  
To: Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Historic Ottawa Beach Marina Plan

---

Following the Work Session with the Board of Commissioners on November 28, the Parks and Recreation Commission reviewed all marina plans and current direction at their December 6 meeting. Following the review, the Parks and Recreation Commission voted to support the project via the motion below. A Corps of Engineers permit request has already been submitted. The next step will be to present the project to the Park Township Planning Commission which will hold a public meeting on the project after the first of the year.

Proposed motion:

*To approve the plan for marina services at Historic Ottawa Beach pending approval of grants as requested and proceed in securing necessary approvals from permitting authorities.*

# Project Summary

## Historic Ottawa Beach Marina Redevelopment Project

### Project Description:

The Ottawa County Parks and Recreation Commission is seeking to redevelop and improve approximately 1.5 acres of Lake Macatawa waterfront land at its Historic Ottawa Beach Park properties adjacent to Holland State Park in Park Township. This portion of property is currently leased to the privately owned Parkside Marina who operates an approximately 80 slip marina with winter storage. The property includes 360 linear feet of shoreline to the west and 100 linear feet of shoreline to the east of the Parkside Marina owner's private residential property.

Improvements to the park property will include additional shoreline stabilization, a waterfront walkway promenade, an accessible kayak and canoe launch including limited public parking, a 41 slip marina composed of 15 seasonal slips and 26 transient slips, a public restroom and marina services building, marina parking, and additional public greenspace with seating and other amenities. The greenspace and amenities are being developed through a collaborative agreement with Park Township.

Overall objectives for the project include the following:

1. Providing improved public access to the Lake Macatawa waterfront in the currently leased area and a pedestrian connection between already improved areas of the shoreline to the east and west.
2. Improving the aesthetics of the area.
3. Maintaining a marina consistent with the Park 12 Master Plan (includes providing slips for the West Michigan Park Association (WMPA) residents as per the Court Stipulation).
4. Optimizing grant and operating revenues to pay for the marina facilities.

### Method of Financing

Costs for the entire project are estimated at approximately \$2,436,000. Proposed funding for the project is as follows:

Ottawa County Parks Funds	\$ 484,000
Park Township Collaboration Funds	\$ 90,000
Boating Infrastructure Grant (federal)	\$ 643,000 (awarded)
Michigan Natural Features Trust Fund	\$ 291,000 (awarded)
Coastal Zone Management Grant	\$ 64,000 (pending)
Other Grants	\$ 20,000 (pending)
Other funds – sale of revenue bond	<u>\$ 844,000</u>
TOTAL	\$2,436,000

Note that the other county funds (loan) listed are to be paid back over a 20 year period through boater fee revenues.

Some grant funding has not yet been awarded. Some portions of the project may have to be delayed or modified based on actual final funds available.

# Action Request



<b>Committee:</b>	Planning and Policy Committee
<b>Meeting Date:</b>	12/14/2017
<b>Requesting Department:</b>	Administrator
<b>Submitted By:</b>	Keith Van Beek
<b>Agenda Item:</b>	Resolution Approving the Land Lease Agreement with Holland Charter Township

**Suggested Motion:**

To approve and forward to the Board of Commissioners the Resolution approving the Land Lease Agreement with Holland Charter Township allowing the township to construct a public safety services building on the James Street Campus.

**Summary of Request:**

Holland Charter Township (HCT) has been planning for the construction of a new public safety services building, housing both a fire station and a substation for contracted sheriff deputies that serve their Township. The Township and County agreed, in concept, that the parcel adjacent to the James Street Campus in front (east) of the Department of Health and Human Services (DHHS) building was a prime site for this building. The parties additionally agreed that partnering on this project to maintain a shared public campus made sense as the uses were complimentary.

In late 2016 the County secured the parcels in question with the stated intent of completing an agreement with HCT to allow for the construction of a new public safety services building. The full cost of that purchase is being reimbursed to the County as part of the land lease agreement, totaling \$310,534.82.

The intent of the agreement is that HCT would acquire control of the parcel during the expected useful life of the public safety services building, while the County retains legal title to the property. To approximate the expected useful life of the building, the initial term of the agreement is for 32 years, with two additional 5 year options at the request of HCT.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

N/A

**Action is Related to an Activity Which Is:**     Mandated     Non-Mandated     New Activity

**Action is Related to Strategic Plan:**

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

Objective: Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

**Administration:**     Recommended     Not Recommended     Without Recommendation

County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

STATE OF MICHIGAN  
COUNTY OF OTTAWA

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 26th day of December, 2017, at 1:30 o'clock p.m. local time.

PRESENT: Commissioners:

---

---

---

ABSENT: Commissioners: \_\_\_\_\_

---

---

---

It was moved by Commissioner \_\_\_\_\_ and supported by

Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, the County of Ottawa has developed a complex of buildings on property, commonly known at the James Street Campus, located within Holland Charter Township; and,

WHEREAS, the County of Ottawa recently purchased vacant property within the James Street Campus upon which the Township would like to construct a public safety building; and,

WHEREAS, the purpose of this Lease is for the Township to acquire control over the parcel during the expected useful life of the public safety building, while the County retains legal title in the event that the parcel is eventually repurposed for some other public use by the County within its James Street Campus; and,

WHEREAS, THE County had previously secured an easement on the property to construct a driveway, which will continue in use of purposes of the Township;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Ottawa County Board of Commissioners approves the Lease between the County of Ottawa and Holland Charter Township to allow the Township to acquire control over the specified parcel for construction of a public safety building.

2. That the Ottawa County Board of Commissioners does hereby authorize the Board Chairperson and the Clerk to execute and sign the Lease on behalf of the County of Ottawa.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed to the extent of such conflict.



YEAS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSTENTIONS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESOLUTION ADOPTED

\_\_\_\_\_  
Chairperson, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
Ottawa County Clerk/Register

CERTIFICATION

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF OTTAWA     )

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Ottawa County Board of Commissioners, Ottawa County, Michigan, at a regular meeting duly called and held on the \_\_\_\_ day of \_\_\_\_\_, 2017, the original of which is on file in my office.

\_\_\_\_\_  
Justin F. Roebuck, Ottawa County Clerk/Register of Deeds

# **LEASE**

**Between**

**The County of Ottawa, as “Lessor”**

**And**

**Holland Charter Township, as “Lessee”**

This Lease is entered into by The County of Ottawa, as Lessor, whose address is 12220 Fillmore Street, West Olive, Michigan 49460, and Holland Charter Township, as Lessee, whose address is 353 N. 120<sup>th</sup> Street, Holland, MI 49424.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

## **RECITALS**

The Lessor has developed a complex of buildings on property, commonly known as the “James Street Campus,” within the geographic borders of the Lessee. The Lessor recently purchased vacant property within the James Street Campus upon which the Lessee would like to construct a public safety services building. The purpose of this Lease is for the Lessee to acquire control over the parcel during the expected useful life of the public safety services building, while the Lessor retains legal title in the event that the parcel is eventually repurposed for some other public use by the Lessor within its James Street Campus. The Lessor had previously secured an easement on the property to construct a driveway, shown on Exhibit B, which will continue in use for purposes of the Lessor.

## **ARTICLE I – DEFINITIONS**

1.1 “Cancellation:” means the ending of all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.2 “Construct” or “Construction:” means the assembling of foundation, structural, architectural, electrical, and mechanical systems of any fixtures and/or facilities on the Lease premises in compliance with Article IV.

1.3 “Leased premises:” means the tenancy and improvements described in Articles II, paragraph 2.1 and Article IV, paragraph 4.1.

1.4 “Maintenance:” means the effort, including, repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, remodeled or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.5 “Occupy” or “Occupancy:” means the physical presence by the Lessee of the Leased premises.

1.6 “Possess” or “Possession:” means the lawful availability and physical presence by the Lessee of the Leased premises.

1.7 “Purpose:” means the purpose for this Lease, which is for the Lessee to pay rent to the Lessor for the unfinished tenancy and for the Lessee to construct, occupy and maintain a public safety services building in the specific geographic location described in Article II, paragraph 2.1 and as further provided by Article IV, paragraph 4.1 of the Lease.

1.8 “Remodel:” means alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems of any fixtures and/or facilities on the Leased premises.

1.9 “Tenantable:” means habitable for the effective conduct of the Lessee’s intended purpose.

1.10 “Tenant Improvements:” means construction, remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession.

## **ARTICLE II - POSSESSION**

2.1 The Lessor leases to the Lessee the vacant parcel referred to as the “Leased premises” which is legally described in Exhibit A, subject to all easements of record and which is mapped as Exhibit B.

2.2 The Lessor shall furnish the Leased premises with its appurtenances to the Lessee for a thirty-two year initial term of possession beginning upon actual possession or at 12:01 a.m. on January 1, 2018, and ending at 11:59 p.m. on December 31, 2050.

2.3 This Lease may, at the option of the Lessee, be extended for a five-year term beginning at 12:01 a.m. on January 1, 2050, and ending at 11:59 p.m. on December 31, 2055, provided notice be given in writing to the Lessor ninety (90) days before this Lease or extension expires. If Lessee fails to provide such notice, Lessor shall provide written notice of the expiration of the Lease, and Lessee shall have sixty (60) days to clarify its intent, including the right at that time to exercise its option to extend.

2.4 This Lease may, at the option of the Lessee, be extended for a five-year term beginning at 12:01 a.m. on January 1, 2055, and ending at 11:59 p.m. on December 31, 20160, provided notice be given in writing to the Lessor ninety (90) days before this Lease or extension expires. If Lessee fails to provide such notice, Lessor shall provide written notice of the expiration of the Lease, and Lessee shall have sixty (60) days to clarify its intent, including the right at that time to exercise its option to extend.

2.5 The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension.

2.6 The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting inspections, repairs or preventive maintenance.

### **ARTICLE III- LESSOR OBLIGATIONS**

3.1 The Lessor warrants that to the best of its knowledge, information and belief, covenants the Leased premises do not contain a concentration of any hazardous substance above applicable criteria under the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126 et seq. or the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607 et seq. and otherwise meeting applicable laws and regulations of the State of Michigan relating to environmental compliance.

3.2 The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

3.3 The Lessor shall grant any reasonable utility easement across other properties on its campus to enable the Lessee to construct its public safety services building and any remodeling of said structure and necessary ingress and egress access at all times on drives and areas necessary for the Lessee to access its intended public safety services building.

3.4 The Lessor shall provide the following services for the Leased Premises:

- a) Snow and/or ice removal from parking lot; and
- b) Lawn maintenance, including mowing and fertilization.

3.5 The Lessor agrees that if it desires to sell the Leased Premises, it will give the Lessee a first option to acquire the Leased Premises. The purchase price for the Lessee shall be actual reimbursement of the Lessor's costs of any improvements or ten (\$10) dollars, whichever is greater. The Lessee's option must be exercised in a written notice delivered to the Lessor pursuant to Article X, below, within sixty (60) days of the Lessor's written notice to the Lessee of its intent to sell. Lessor agrees to serve a copy of its intent to sell on Lessee prior to either executing a listing and/or purchase agreement.

### **ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, AND OPTIONS**

4.1 The Lessee shall not construct or remodel any fixtures or facilities on the leased premises except in full compliance with the following:

a) The Lessee has provided to and obtained the prior written approval of the Lessor of any and all construction and/or remodeling plans, which approval shall not be unreasonably withheld.

b) The parties recognize that the building plan review and approval as described in this paragraph is not for the Lessee's benefit and the Lessor is not responsible for any design error and/or omissions discovered or which could have been discovered during this review.

c) The Lessee shall construct or remodel facilities in substantial conformance with the final detailed plans and specifications approved by the Lessor as described above.

d) All work shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessee shall be responsible for acquisition of and payment for all necessary permits.

e) The program, design, and construction of the Leased premises shall be also executed in compliance with all applicable federal, state, and local laws, permits, approvals, ordinances, standards, and regulations, including but not limited to applicable regulations of the Occupational Safety and Health Act (OSHA), and other professional practices and industry standards.

f) The Lessee expressly warrants and guarantees to the Lessor that all construction work will not be materially defective. The Lessor shall give Lessee reasonably prompt notice of any defective work of which the Lessor has actual knowledge, but failure to do so will not void the Lessee's warranty and guarantee obligations unless actual prejudice results from such untimely notice. The Lessee's obligations for correction of construction work specified herein are in addition to, and not in limitation of, any warranties or guarantees required elsewhere in this Lease. Nothing contained in this paragraph shall be construed as establishing a period of limitations for, or limiting the obligations of the Lessee to warrant and guarantee that the construction work will not be defective.

4.2 Lessee agrees that the Lessor or its authorized representative(s) shall, at all times, have access to the Leased premises construction site to determine that the Leased premises are being constructed in accordance with reasonable construction standards and the requirements above. Unless unusual circumstances warrant, Lessor agrees to advise Lessee in advance of its inspection and to coordinate with Lessee if it expresses an intent to have a representative in attendance during the inspection.

4.3 The Lessor's right to make observations or otherwise act as set forth herein shall not:

a) Give rise to or impose any duty or responsibility on Lessor to make those observations or perform those services for the benefit of the Lessee or any of its contractors, subcontractors, agents, or employees;

b) Relieve the Lessee from its obligations to perform the construction work in accordance with this section; or

c) Represent acceptance of defective construction work.

4.4 The Lessee shall be solely responsible for all costs of constructing, remodeling, equipping, maintaining, heating or cooling of any and all buildings, facilities or other structures and/or tenant improvements on the Leased premises, including but not limited to the following:

a) Trash removal from dumpsters or equivalent containers used by the Lessee;

b) All telecommunications system and equipment on the Leased premises;

c) Any intrusion alarm system monitoring;

d) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers and further provided that Lessee has not cured the damage pursuant to Lessor's written notice and opportunity of Lessee to cure/repair the damage in the thirty (30) days following the notice;

f) Any pest control on the Leased premises;

g) All measured utility payments including gas, electrical, water and sewer; and

h) All sprinkling installations and maintenance.

4.5 The Lessee shall not encumber, mortgage, allow the attachment of a lien or sublease the Leased premises or any fixture or facility thereon, nor voluntarily subject the same to any legal proceeding without the prior express written consent of the Lessor. Any permitted written consent by the Lessor shall include making a third party assignee, mortgagee, lien holder, expressly subject to the terms of the permission provided by the Lessor, and if required, an attornment to the Lessor.

4.6 The Lessee shall promptly discharge any lien, mortgage or other legal proceeding conveyed or placed on the Leased premises or any fixture or facility thereon without the prior express written consent of the Lessor and will hold the Lessor harmless from any such claim and the costs of removing any such encumbrance including but not limited to attorney's fees.

4.7 Tenant improvements shall be owned as follows:

a) Subject to the notice and approval provisions of this Article, paragraph 4.1 above, the Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee



exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing; and

b) In the event the Lessee fails to remove any facilities, fixtures, finishes or furnishings on the Leased premises at the time of termination, they shall become the sole and exclusive property of the Lessor and all rights, interests, and entitlement to compensation, for or ownership and control of such items shall be forfeited and abandoned by the Lessee.

4.8 All tenant improvements by the Lessee, made pursuant to paragraph 4.7, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.9 Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition," and shall remove all facilities, fixtures and furnishings from the Leased premises that it intends to retain.

4.10 The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.11 If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.12 The Lessee agrees not to store or release any hazardous waste on the Leased premises in violation of federal or state law and will maintain and occupy the Leased premises so as to avoid any public nuisance.

4.13 As long as the Lessee is contracting for Ottawa County Sheriff's Department services from the Lessor, the Lessee agrees to permit the sheriff's department deputies to utilize the police portions of the public safety services building without any sublease, license or rental charge. Lessor agrees that Lessee may establish reasonable rules and regulations regarding the use and occupancy of the resulting license to the Sheriff's Department relative to its use.

## **ARTICLE V - RENT CONSIDERATION**

5.1 Rent consideration shall be paid up front at the beginning of the Lease and any renewal.

5.2 The Lessee shall pay to the Lessor within twenty (20) days of execution of the Lease, the sum of \$310,534.82 as rent for the entire term of the Lease.

5.3 In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.2, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. January 1, 2050, through 11:59 p.m. December 31, 2055, the total sum of \$1.

5.4 In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.3, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. on January 1, 2055 through 11:59 p.m. December 31, 2060, the total sum of \$1.

## **ARTICLE VI - EMINENT DOMAIN/CONDEMNATION**

6.1 The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in or built pursuant to paragraphs 2.1 and 4.1 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in or built pursuant to paragraphs 2.1 and 4.1 by a public agency.

6.2 If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking.

6.3 If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

6.4 If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

6.5 All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in Article II paragraphs 2.1 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest or compensation for any facility or structure constructed by the Lessee pursuant to Article IV, paragraph 4.1 which compensation shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal

of the Lessee's facilities, supplies and fixtures, and relocation cost. Provided the Lessor is not the party exercising eminent domain, it agrees not to contest the claims of the Lessee to the damages it is entitled to claim pursuant to this Section, including any federal or state law rights to replacement of its facilities.

#### **ARTICLE VII - ESTOPPEL**

7.1 The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to Article X, paragraph 10.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate. The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

#### **ARTICLE VIII - INDEMNITY AND INSURANCE**

8.1 The Lessee shall provide the following indemnification and insurance relative to the Leased premises:

a) Each party agrees to hold harmless the other, and its respective officers, invitees, licensees, customers, guests, agents, contractors and employees, and to indemnify the other, and its respective officers, invitees, licensees, customers, guests, agents, contractors and employees, against all claims, actions, losses, damages, costs (including, but not limited to, actual attorneys' fees and costs), expenses, and liability for injuries to all persons, including, but not limited to, employees of the other, and for damage to any personal property occurring in or about the Leased premises arising from the activities of the party, its successors, assigns, agents, servants or employees, on the Leased premises, or due to (i) the party's use or occupancy of the Leased premises; (ii) the breach by the party of any representation, warranty, covenant or condition of this Lease; or (iii) the negligence of the party.

b) Each party shall bring or keep personal property upon the Leased premises solely at its own risk, and Lessor shall not be liable for any damages thereto or any theft thereof. Each party shall maintain a policy of insurance against risk of loss from any cause whatsoever to all of the party's personal property, to the full extent of its replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by the party of all rights of subrogation against the other, and its officers, agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under such policy, and the party hereby waives all right of recovery which it might otherwise have against the other, and its officers, agents, employees, customers, invitees, guests, or licensees, for any damage to the party's personal property which is (or by the terms of this Lease is required to be) covered by a policy of insurance,

notwithstanding that such damage may result from the negligence or fault of the other party, or its officers, agents, employees, customers, invitees, guests, or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy. Each party shall indemnify and hold the other, and its officers, agents, employees, customers, invitees, guests, or licensees harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including actual attorneys' fees, paid or incurred, as a result of or in connection with any claim based upon or related to loss or damage to the personal property of third parties stored on the Leased premises.

c.) Lessee shall insure the Leased premises for the value of all improvements located thereon and in addition shall obtain workers compensation for all employees and invitees on the Lease premises and shall obtain comprehensive general liability insurance to insure all its activities, including those of its vendors, suppliers and invitees on the Lease premises in an insurable amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate and to name Lessor as an "additional insured."

#### **ARTICLE IX - CANCELLATION AND TERMINATION**

9.1 This Lease may be cancelled by the Lessee if the Lessor is notified in writing at least ninety (90) days prior to the effective date of cancellation.

9.2 This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises and the Lessee has advised the Lessor that it will not repair.

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VI.

c) The Lessee is in default of this Lease and has failed to cure that default after being given sixty (60) days written notice.

#### **ARTICLE X - NOTICE, APPLICATION, AND APPROVALS**

10.1 Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested to the clerk of the Lessee and/or Lessor at the clerk's official address. The notice shall be deemed effective as of 12:00 noon on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

10.2 This Lease shall be interpreted in accordance with the laws of the State of Michigan.

10.3 This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

10.4 Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

10.5 This Lease, with all enclosures and attachments as listed below, constitute the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Lessor: The County of Ottawa

\_\_\_\_\_  
1<sup>st</sup> Witness  
Print name of witness

\_\_\_\_\_  
Gregory J. DeJong, Chairperson  
Ottawa County Board of Commissioners

\_\_\_\_\_  
2<sup>nd</sup> Witness:  
Print name of witness

\_\_\_\_\_  
Justin F. Roebuck,  
Ottawa County Clerk/Register

State of Michigan     )  
  ) ss  
County of Ottawa     )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2017, by Gregory J. DeJong, the Chairperson for the Ottawa County Board of Commissioners, and by Justin F. Roebuck, Ottawa County Clerk/Register, \_\_\_\_\_, Notary Public in the County of Ottawa, acting in the County of Ottawa, State of Michigan. My commission expires:  
\_\_\_\_\_

Witness:

Lessee: Holland Charter Township

\_\_\_\_\_  
1<sup>st</sup> Witness  
Print name of witness

\_\_\_\_\_  
2<sup>nd</sup> Witness:  
Print name of witness

State of Michigan     )  
                                  ) ss  
County of Ottawa     )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ for Holland Charter Township, \_\_\_\_\_, Notary Public in the County of Ottawa, Acting in the County of Ottawa, State of Michigan. My commission expires: \_\_\_\_\_.



## Exhibit A

### Legal Description of Leased Premises

That part of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Beginning at a point on the South line of said Section 16 being S89°31'30"W, 733.00 feet from the Southeast corner of said Section; thence N00°29'13"W, 433 feet; thence S89°31'30"W, 497.26 feet parallel with the South line of said Section; thence S44°31'29"W, 141.42 feet to the West line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence S00°28'31"E, 333.14 feet to the South Section line; thence N89°31'30"E, 597.20 along said South Section line to the Point of Beginning, containing 5.82 acres of land. Subject to the rights of the public in James Street over the South 33 feet thereof and also subject to easements, restrictions and rights of way of record, if any.

## Exhibit B Map of Leased Premises



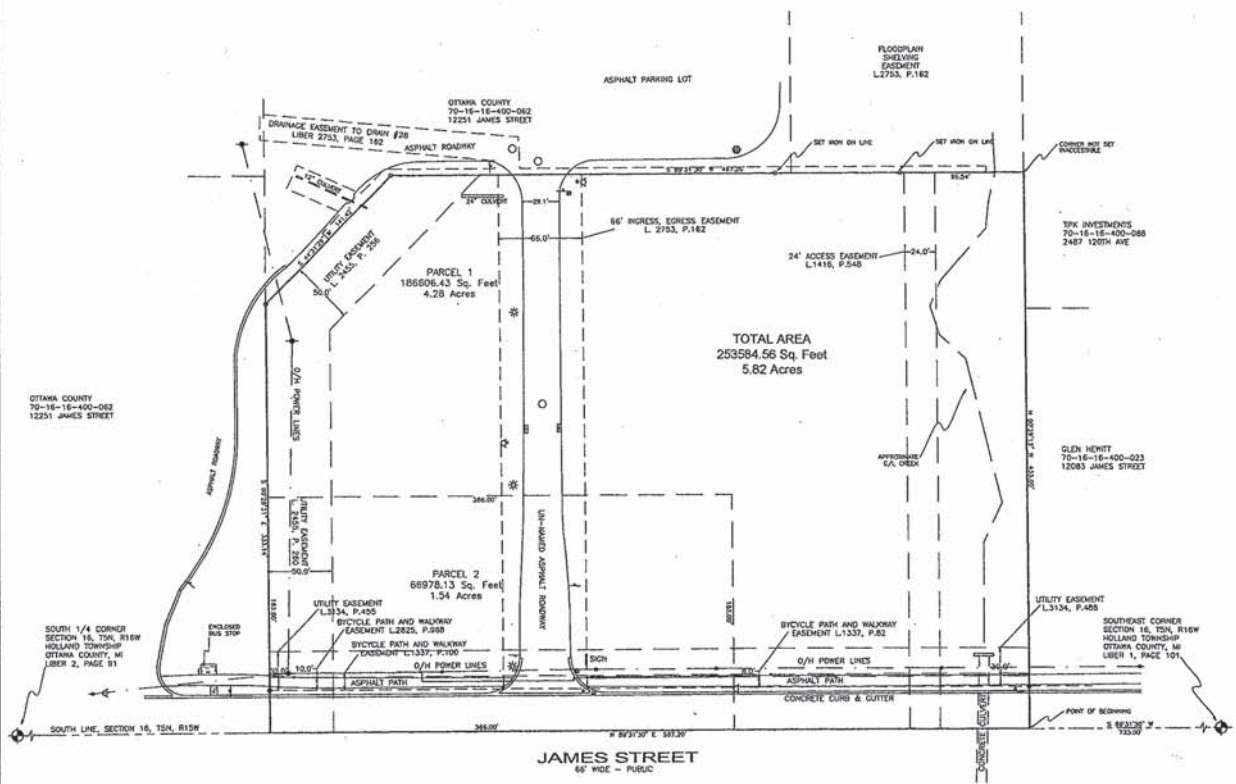
**GPS**  
GOWER PROFESSIONAL  
SURVEYING, P.C.

7144 Chilsdale Ave. NE  
Rockford, MI 49241  
(616) 862-5028 Voice  
(616) 866-6483 Fax  
gowerspr@gowernet.net

Copyright 2016  
By Gower Professional  
Surveying, P.C.

OTTAWA COUNTY - FACILITIES  
 12220 FILLMORE STREET, SUITE 160  
 WEST OLIVE, MICHIGAN 49460  
 PHONE: 616-736-4877  
 FAX: 616-736-4876

ALTAIRSPS LAND TITLE SURVEY  
 VACANT LAND IN  
 SECTION 16, T4N, R15W  
 HOLLAND TOWNSHIP  
 OTTAWA COUNTY, MICHIGAN



**PROPERTY DESCRIPTIONS:**

Existing Parcel Descriptions (from Chicago Title Insurance Company Commitment No. CCU16-04-02007)

Parcel 1:  
A part of the Southeast 1/4 of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, commencing South 89 degrees 31 minutes 30 seconds West 223 feet from the Southeast corner of said Section; thence North 09 degrees 29 minutes 13 seconds West 433 feet; South 89 degrees 31 minutes 30 seconds West 432.25 feet; thence South 44 degrees 31 minutes 29 seconds West 143 feet to the East 1/8 line of said Section; thence South 02 degrees 28 minutes 31 seconds East to the South line of said Section; thence North 88 degrees 23 minutes 30 seconds East to the Point of Beginning, except the South 183 feet of the West 366 feet of the Southeast 1/4 of the Southeast 1/4.

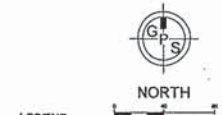
Parcel 2:  
The West 366 feet of the South 183 feet of the Southeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan.  
Parcel No. 15-16-16-400-001 and 15-16-16-400-002

Proposed Combination Description:  
That part of the Southeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as Beginning at a point on the South line of said Section 15 being 387'3" SW, 723.00 feet from the Southeast corner of said Section; thence North 09°29'13" W, 433 feet; thence South 89°31'30" W, 432.25 feet parallel with the South line of said Section; thence South 44°31'29" W, 143.00 feet to the West line of the Southeast 1/4; thence South 02°28'31" E, 333.14 feet to the South Section line; thence North 89°29'13" E, 507.20 along said South Section line to the Point of Beginning, containing 5.82 acres of land. Subject to the rights of the public in James Street over the South 20 feet thereof and also subject to easements, restrictions and rights of way of record, if any.

To Ottawa County:  
This is to certify that this map or plat and the survey on which it is based was made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA Surveys, jointly established and adopted by ALTA and NSPS, and includes no items of Table A thereof. The Survey was completed on September 26, 2016.

Date of Map, September 30, 2016

*Christopher J. Gower*  
Professional Surveyor No. 1647951



**LEGEND**

△ - TRAVELER POINT	○ - FIRE HYDRANT
▲ - WELL	○ - WATER VALVE
○ - INVERT	○ - GAS METER
○ - JOINT/VENT	○ - WATER METER
○ - FENCED IRON STAKE	○ - CATCH BASIN
○ - SET IRON STAKE	○ - ELECTRIC RISER
○ - SIGN	○ - CATCH BASIN
○ - IRON SIGN	○ - UTILITY MARKER
○ - GUY POLE	○ - STORM MANHOLE
○ - GUY ANCHOR	○ - SANITARY MANHOLE
○ - UTILITY POLE	○ - ELECTRIC MARKER
○ - LIGHT POLE	○ - TELEPHONE MARKER
○ - POST	○ - SPUR
○ - SOL BOTTLE	○ - DEODOROUS TRAIL
○ - U.G. UTILITY MARKER	○ - COMPOSITE VINE
○ - MARKER	○ - WATER UTILITY LINE
○ - TELEPHONE UTILITY LINE	○ - ELECTRIC UTILITY LINE
○ - GAS UTILITY LINE	○ - STEAM UTILITY LINE
○ - STORM UTILITY LINE	○ - SANITARY UTILITY LINE
○ - FRIED IRON UTILITY LINE	○ - OVERHEAD UTILITY LINE

**BEARING BASIS:**  
Bearings based on record directions from description provided, 689°31'30" W along South Section line.

**FLOOD NOTE:**  
By graphic plotting only, a portion of subject property appears to be located in a flood zone area as delineated by FEMA and as shown on Community Panel No. 26139C0312E, which bears an effective date of December 16, 2011.

**NOTES:**  
1. Location of creek to approximate and should be field verified. Creek appears to be known as County Drain No. 26.  
2. The unnamed roadway shown is being used to access the parcel to the North (Department of Human Services, State of Michigan).

**ALTA NOTES:**

Schedule B - Section II Exceptions  
1-3. Not Survey Related  
4. Easement Agreement recorded in Liber 2753 on page 162. Plotted as recorded.  
5. Bicycle Path and Walkway easement recorded in Liber 1337 on page 62. Plotted as recorded.  
6. Easements recorded in Liber 514 and Liber 1379 on page 516. Have no defined node border not plotted.  
7. Access and Drainage Easement recorded in Liber 1416 on page 648. Access Easement plotted as recorded, Drainage Easement has no defined node transfer not plotted.  
8. Utility Easement recorded in Liber 2455 on page 256. Plotted as recorded.  
9. Bicycle Path and Walkway Easement recorded in Liber 2825 on page 808. Plotted as recorded.  
10. Utility Easement as recorded in Liber 3134 on page 448. Plotted as recorded.  
11. Bicycle Path and Walkway Easement recorded in Liber 1307 on page 100. Plotted as recorded.  
12. Utility Easement as recorded in Liber 2455 on page 260. Plotted as recorded.  
13. Utility Easement as recorded in Liber 3134 on page 455. Plotted as recorded.

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

Issue Log

Rev.	Date	Description
4	Jan. 4	
3	Jan. 3	
2	Jan. 2	
1	Jan. 1	

FILE# 8282016  
Drawn: 8282016  
Checked: 8282016  
Approved: 8282016

PROJECT NUMBER  
2016-106

REFERENCE NUMBER  
1

SHEET 1 OF 1

# Action Request



<b>Committee:</b>	Planning and Policy Committee
<b>Meeting Date:</b>	12/14/2017
<b>Requesting Department:</b>	Planning & Performance Improvement Department
<b>Submitted By:</b>	Paul Sachs
<b>Agenda Item:</b>	M-231 Phase II

**Suggested Motion:**

To approve and forward to the Board of Commissioners the Resolution supporting the need for MDOT to begin evaluating the proposed M-231 Phase II route and establishing an M-231 Corridor Preservation Committee.

**Summary of Request:**

MDOT has begun working with local officials in Ottawa County to identify priority segments for potential subsequent phases (Phase II) of the M-231 corridor (generally between I-196 and M-45 in Ottawa County, previously known as Alternative F/J-1) as it relates to evaluating and commencing with corridor preservation efforts (see attached map).

There is a need for MDOT, local governments and transportation agencies in Ottawa County to begin evaluation of the proposed M-231 Phase II route in the southern portion of the previously identified proposed alternative F/J-1 bypass (96th Avenue to I-196).

Ottawa County will establish a M-231 Corridor Preservation Committee that is comprised of at least one representative from each local unit of government impacted by the proposed M-231 route as a means to coordinate the review and the implementation of land use planning techniques to preserve properties along the entirety of the proposed M-231 route, as identified within the proposed alternative F/J-1.

Moreover, when MDOT commits funding to the M-231 project, and/or establishes a timeline to evaluate and construct the proposed M-231 route, whether in segments or in its entirety, Ottawa County will strengthen its coordination efforts to help preserve the corridor route given the demonstrated commitment from MDOT to pursue the project.

**Financial Information:**

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

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:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

**Objective:** Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

**Administration:**     Recommended     Not Recommended     Without Recommendation

County Administrator: *Alan B. Vaudenberg*

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY  
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan held at the Fillmore Street Complex in the township of Olive, Michigan on the \_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_ o'clock p.m. local time.

PRESENT: Commissioners \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, the Michigan Department of Transportation (MDOT) completed construction of Phase I of M-231 (I-96 to M-45) in 2015; and

WHEREAS, MDOT has begun working with local officials in Ottawa County to identify priority-segments for potential subsequent phases (Phase II) of the M-231 corridor (generally between I-196 and M-45 in Ottawa County, previously known as Alternative F/J-1) as it relates to evaluating and commencing with corridor preservation efforts (see attached map); and

WHEREAS, substantial economic growth is occurring and is expected to occur in the southern end of the proposed route of M-231 (96<sup>th</sup> Avenue to I-196 interchange); and

WHEREAS, the economic growth is resulting in and will continue to result in an increase in traffic congestion in the vicinity of the southern end of the proposed route of M-231, within the previously identified proposed alternative F/J-1; and

WHEREAS, the proposed Phase II route of M-231 would provide a bypass for increasing traffic in this southern vicinity in order to alleviate congestion; and

WHEREAS, limited options exist along I-196 in Zeeland Charter Township to construct an interchange between the proposed route of M-231 and I-196; and

WHEREAS, the inability to preserve a suitable I-196 interchange location would make the practicality of constructing the entirety of the remaining segments of M-231 as identified previously in proposed alternative F/J-1, between I-196 and M-45, less likely due to significant costs and impacts; and

WHEREAS, in light of continued economic growth in this vicinity, it is important to assign priority for Phase II as it pertains to evaluating the need for and protecting the previously identified proposed F/J-1 corridor along the southern portion of the M-231 route (96<sup>th</sup> Avenue to I-196); and

WHEREAS, assigning priority to review and preserve Phase II as identified herein, wherever feasible, and potentially construct the proposed Phase II segment of M-231 in the southern portion of the previously identified proposed alternative F/J-1 bypass, will not detract from the identified local support and need for, or future evaluation and construction of, the entire route of M-231 within F/J-1;

NOW THEREFORE BE IT RESOLVED, that Ottawa County is in support of the need for MDOT, local governments and transportation agencies in Ottawa County to begin evaluation of the proposed M-231 Phase II route in the southern

portion of the previously identified proposed alternative F/J-1 bypass (96<sup>th</sup> Avenue to I-196).

BE IT FURTHER RESOLVED, that Ottawa County will establish a M-231 Corridor Preservation Committee that is comprised of at least one representative from each local unit of government impacted by the proposed M-231 route as a means to coordinate the review and, where applicable, the implementation of land use planning techniques to preserve properties along the entirety of the proposed M-231 route, as identified within the proposed alternative F/J-1. Moreover, when MDOT commits funding to the M-231 project, and/or establishes a timeline to evaluate and construct the proposed M-231 route, whether in segments or in its entirety, Ottawa County will strengthen its coordination efforts to help preserve the corridor route given the demonstrated commitment from MDOT to pursue the project.

YEAS: Commissioners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

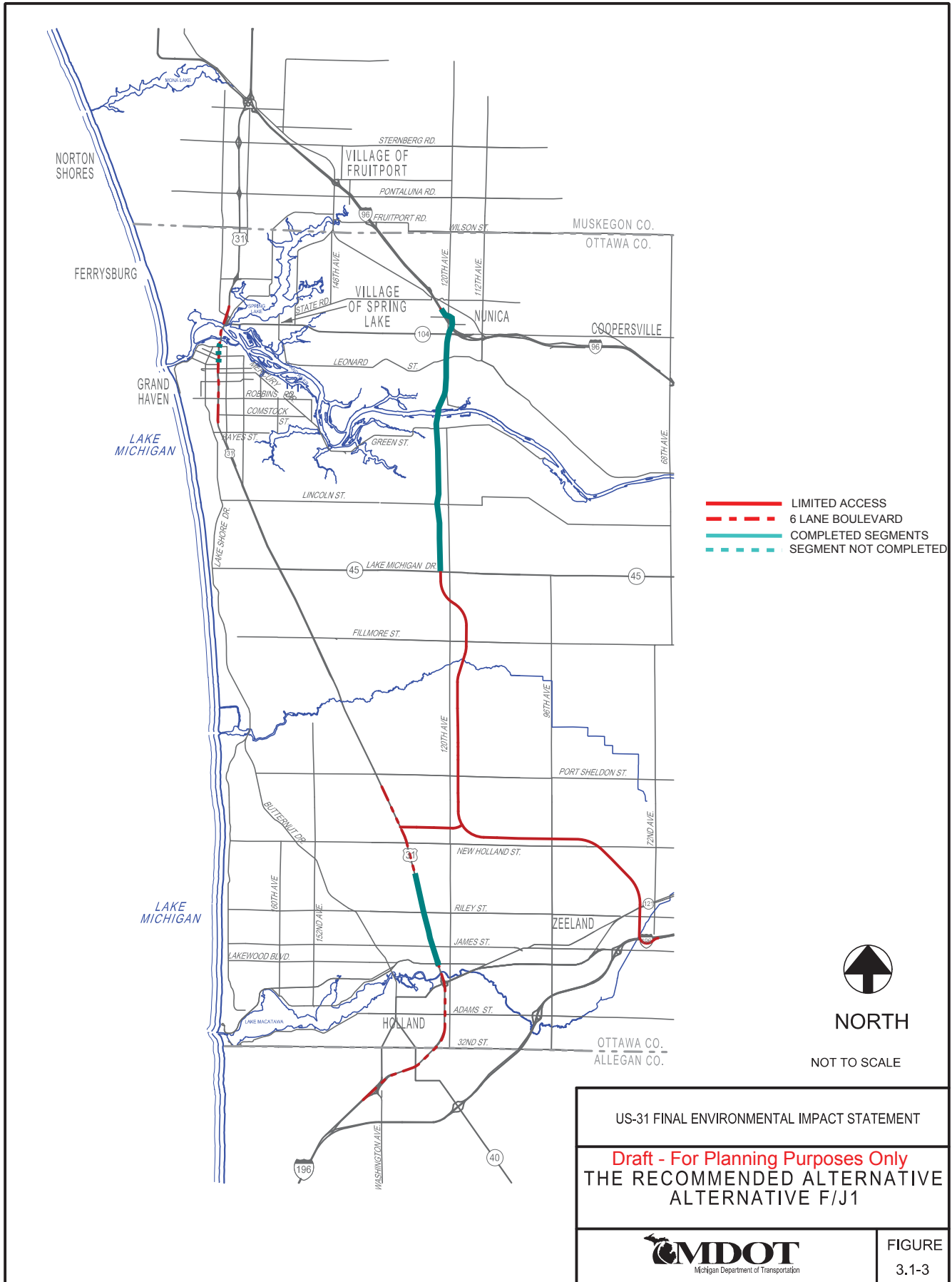
ABSENCES: Commissioners \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION ADOPTED:

\_\_\_\_\_  
Gregory J. DeJong  
Chairman, Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
County Clerk/Register

# DRAFT - FOR PLANNING PURPOSES ONLY





# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 12/14/2017

**Requesting Department:** Administration

**Submitted By:** Misty Cunningham

**Agenda Item:** Indemnification Policy

## Suggested Motion:

To approve and forward to the Board of Commissioners the new Indemnification Policy for review and comment.

## Summary of Request:

County policies require periodic review and updates. This request is to review the County policies and forward them to the Board of Commissioners for a first and second reading before final approval.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

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

**Objective:** Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

**Administration:**  Recommended  Not Recommended  Without Recommendation  
County Administrator:

Committee/Governing/Advisory Board Approval Date:



# Ottawa County

Legal Policy

## Indemnification Policy

### I. POLICY

In its discretion, the Ottawa County ("County") may furnish an employee or officer of the County or any Funding Unit, with legal defense through counsel selected by the Ottawa County, Michigan, Insurance Authority ("OIA") and, also in the County's separate discretion, with payment of judgments, fines, penalties, settlements and any other expenses actually and reasonably incurred in connection with an actual or threatened civil, criminal, administrative or investigative action, claim, or proceeding (an "Action") brought against such employee by reason of being an employee or officer of the County or Funding unit serving at its request as a member of or representative to an entity outside the County.

### II. STATUTORY REFERENCES

MCL §49.73; MCL §46.11

### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in the 1980's

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioner Review Date and Resolution Number:

Name and Date of Last Committee Review:

Last Review by Internal Policy Review Team: December 1, 2017



# Ottawa County

Legal Policy

## IV. PROCEDURE

- A. For purposes of this Policy, in addition to the defined terms above, the following words have the following meanings:
1. “Board of Commissioners” means the Ottawa County Board of Commissioners.
  2. “Covered Person” means an employee, officer or elected official or deputy elected official of Ottawa County or a Funding Unit.
  3. “Funding Unit” means the 20<sup>th</sup> Circuit Court, 58<sup>th</sup> District Court, Ottawa County Probate and/or Family Courts or any other entity or organization that is considered a “funding unit” within the Ottawa County General Appropriations’ Act or under the Uniform Budgeting and Accounting Act.
  4. “OIA” means the Ottawa County, Michigan Insurance Authority.
- B. Defense and/or payment under this Policy may be available only if all of the following conditions are met to the satisfaction of the County, in its sole discretion:
1. The Covered Person’s actions or omissions were wholly within the scope of his or her County or Funding Unit duties and authority as determined in the exclusive discretion of the Board of Commissioners and/or OIA’s Administrative Policy Board;
  2. The Covered Person’s actions or omissions were in good faith, and in a manner reasonably believed to be lawful and in the best interests of the County or Funding Unit as determined in the exclusive discretion of the Board of Commissioners and/or OIA’s Administrative Policy Board;
  3. The Covered Person’s acts or omissions did not constitute dishonesty, gross negligence, recklessness, willful misconduct, or the intentional infliction of harm, and the employee did not receive any financial profit or advantage to which he/she was not legally entitled, as determined in the exclusive determination of the Board of Commissioners and/or OIA’s Administrative Policy Board. Notwithstanding the preceding sentence, a Covered Person’s intentional infliction of harm in protecting life or safety, in furtherance of security, or under similar circumstances shall not be grounds for denying him or her the benefits of this policy, provided that (a) such actions are reasonably believed by the employee to be permitted by applicable law and County’s and/or Funding Unit’s policies, procedures and protocols, and (b) all other requirements of this Policy are met.



## Ottawa County

### Legal Policy

4. The original or a copy of any summons, complaint, notice, demand, letter, or other document or pleading in the Action, or a writing setting forth the substance of any claim, complaint or charge made orally, was delivered to the County's Administrator and/or Corporation Counsel consistent with the County's Legal Services Policy or within twenty-four (24) hours after receipt of such document, oral claim, complaint, or charge, whichever is earlier, along with a specific request in writing that the County defend or otherwise pay for the defense of the Covered Person pursuant to this Policy.
  5. The employee cooperates continuously and fully with the County and OIA and their chosen lawyers or representatives in the defense of the Action.
  6. The County and/or OIA shall have the right to control the defense of the Action, including the right, in its sole discretion, to decide whether or not to settle the Action, and if so, the terms of the settlement.
- C. The protection in this Policy shall not extend to:
1. Consulting or other outside professional or business activities for which the Covered Person receive compensation exceeding reasonable expenses from a party other than the County or Funding Unit.
  2. Acts or omissions while an employee is on an unpaid leave of absence from the County and/or Funding Unit.
  3. Actions that a Covered Person may affirmatively initiate or propose initiating against any other person or entities.
  4. Actions that a Covered Person may affirmatively initiate or propose initiating against any the County or the Funding Unit.
  5. Any action to the extent that the damage or loss is indemnifiable under any insurance which is in force and covers the Covered Person.
  6. Any indemnification prohibited by law.
- D. The benefits of this Policy shall not enlarge the rights, which would have been available to any third party plaintiff or claimant in the absence of this Policy. This is not to be considered a third party beneficiary benefit.
- E. The provision of a legal defense by the County or OIA, even if provided pursuant to the Legal Services Policy, shall not be deemed to be a determination that the County and/or OIA will indemnify the Covered Person. Rather, the Board of Commissioners



# Ottawa County

## Legal Policy

and OIA fully reserve the right to consider the indemnification matter separately from the defense. Furthermore, the Board of Commissioners and OIA are not bound by the factual and/or legal findings of any court, hearings' board, arbitrator, commissioner, or administrative or tribunal, but rather reserve the right to exercise their own discretion in deciding whether or not to indemnify the Covered Person.

- F. Ottawa County reserves the right to change or withdraw this Policy in its sole discretion.

## V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.



**Alan G. Vanderberg**  
County Administrator

---

**Keith A. Van Beek**  
Deputy County Administrator

# Ottawa County

Administrator's Office

**Date:** 12/7/2017  
**To:** Planning and Policy Committee  
**From:** Al Vanderberg  
**Subject:** Policies Reviewed

The Internal Policy Review Team (Administrator, Assistant Administrator, Corporate Counsel, HR Director, IT Director, Facilities Director and Fiscal Services Director) meets on a regular basis to review and update policies and administrative rules. Per the County Policy, each policy is scheduled to be reviewed every two years and is submitted to the Board of Commissioners for approval when a policy update is recommended. The County Administrator approves procedures and updates to procedures as well as Administrative Rules. Per the normal schedule of review by the Internal Policy Review Team, the following policies have been reviewed and no policy changes are recommended. Policies that have received a procedural change and new or revised administrative rules have been attached for your information. If you have questions please contact me otherwise these polices will be forwarded to the entire Board via email as information.

## **Reviewed with procedural revisions**

### **Legal Policy**

Legal Services Policy

### **Fiscal Services Policies**

Capital Planning Policy



# Ottawa County

## **LEGAL SERVICES POLICY**

### **I. POLICY**

The purpose of this policy is to provide timely, cost efficient, and adequate civil legal services to all Ottawa County (“County”) Departments, funding units, officers and employees and to implement MCL §49.73, which empowers the County Board of Commissioners (“Board”) to employ an attorney to represent elected County officers, including the sheriff, prosecuting attorney, clerk/register of deeds, treasurer, water resources commissioner, and judges of the County district and probate, and circuit courts in civil matters when “neither the prosecuting attorney or county corporation counsel” is able to represent the particular officer. This policy is also intended to offer elected officials, judges, and other licensed professional officials or employees whose salary is funded in whole or in part by the County the potential for County funded legal defense services if they experience threatened or actual administrative proceedings related to their professional licenses.

### **II. STATUTORY REFERENCES**

MCL §49.73

### **III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES**

Board of Commissioners Resolution Number and Policy Adoption Date: May 28, 2013 B/C 13-106

Board of Commissioner Review Date and Resolution Number: May 14, 2013 B/C 13-098

Name and Date of Last Committee Review: Planning and Policy Committee November 14, 2013

Last Review by Internal Policy Review Team: October 31, 2013

|





## Ottawa County

### IV. PROCEDURE

A. Purview: Except as provided in Section 1. b. below, this policy shall apply to all civil legal services funded or provided by the County, including those provided at the request of the County elected officials, employees, department heads, employees and the judges of the County district, probate and circuit courts pursuant to MCL §49.73. Collectively, all County departments, activities, funding units, courts, elected officials, officers, employees and other personnel who may request or be eligible for County funded civil legal services in their official capacities are described herein as “Recipients.”

1. Corporation Counsel:

a. The County has established the Office of Corporation Counsel to provide internal legal services to all Recipients. Subject to the exceptions identified in Section 1. b. of this Policy, all legal services provided to Recipients must be provided through the Office of Corporation Counsel.

b. Exceptions: This policy shall not apply to the following legal services:

- 1). Criminal and quasi-criminal prosecution legal services provided by the Prosecuting Attorney.
- 2). Indigent defense legal services provided to criminal defendants through the trial courts.
- 3). Litigation and risk management counseling services provided through the Ottawa County, Michigan Insurance Authority.
- 4). Legal opinions or legal services provided by Associations to which the Recipient belongs.
- 5). Legal services for special engagements and purposes expressly approved by the County Board of Commissioners

Opinions: All Recipients may request a legal opinion from the Office of Corporation Counsel. All Recipients must follow the written legal opinion of Corporation Counsel for official activities and functions regardless of whether or not they requested the legal opinion. If the Recipient is dissatisfied with the opinion of Corporation Counsel, the Recipient may forward a confidential request through the Office of Corporation Counsel to the Board of Commissioners, requesting the latter to engage outside counsel to provide a second opinion. The Board will consult with the Recipient regarding the selection of the counsel to provide the second opinion and the Board will select such counsel in consideration of factors that include but are not limited



## Ottawa County

to, expertise, cost and objectivity. If the Board of Commissioners authorizes a second opinion and that opinion differs from that of Corporation Counsel, the latter will meet with the attorney issuing the second opinion and attempt to resolve the difference of opinion. If they reach a consolidated opinion, the Recipient must adhere to that consolidated opinion. If the opinions do not agree, the elected official or funded trial court judicial Recipient will determine which of the two opinions he or she will follow. In all other instances, the County Administrator will make the decision as to which of the two opinions must be followed.

2. **Legal Defense Services:** Within twenty-four (24) hours of being served with a summons and complaint or an administrative licensing letter of inquiry or disciplinary complaint that involves his or her office or official performance, any employee or elected or appointed official must forward a copy of all documents served or received to Corporation Counsel. Upon receipt of a summons and complaint, Corporation Counsel shall promptly contact the County Administrator. Together, they shall make an initial assignment of the defense of the matter to Corporation Counsel, Ottawa County Michigan Insurance Authority, another insurance carrier or recommend that the Board of Commissioners engage another defense attorney.
3. **Other Legal Services:-** If a Recipient believes that he or she needs legal counsel related to his or her official performance or the performance of the county funded department, office or activity he or she supervises that cannot be effectively provided by Corporation Counsel, the Recipient shall confer with and submit a written request for legal services to the County Administrator, who will forward the request to the Board of Commissioners, which shall make a decision upon the request as soon as practicable. In unusual circumstances, the Administrator with the approval of the Board Chair may consult with outside civil counsel on County matters.
4. If a Recipient is dissatisfied with the attorney assigned to defend him or her, the Recipient must advise the Board of Commissioners in writing of the nature of the concern and whether or not the individual requests a new assignment. The individual may request a particular attorney, but the Board of Commissioners retains the discretion to determine whether new legal counsel will be provided, and if so, to select such counsel. All Recipients must cooperate with the attorney assigned to defend him or her.
5. No Recipient may employ or retain an attorney or law firm at County expense, except pursuant to this policy and upon the express prior written approval of the Board of Commissioners.
6. Legal representation and payment of legal defense services pursuant to this policy is subject to the complete discretion of the County as described in this



## Ottawa County

policy and any County indemnification policy. Factors that the County may consider in its deliberations include but are not limited to the following:

- a. Whether the individual's complained of actions were taken during the course of services performed for the County or County funded activity;
  - b. Whether the individual's complained of actions appear to have violated the law, relevant rules or policies, and/or clearly understood professional standards of behavior or conduct.
  - c. Whether the individual's complained of actions appear to involve moral turpitude or grossly inappropriate behavior.
  - d. Whether the individual appears to have acted in good faith.
7. In the course of administering this policy and their discretion hereunder, County officials may decide to approve County funding for a portion but not all of the legal services and may also decide to terminate County funding at any time during the proceedings depending upon circumstances.
8. Any Recipient who knowingly violates this policy or who pleads guilty or is convicted of a criminal offense in the course of their performance for Ottawa County voluntarily forfeits with respect to that activity, any right under statute, common law, or county policy or procedure to a County funded legal defense and/or indemnification by Ottawa County.
- 8.9. Nothing in this Policy or the provision of legal services of any kind, including but not limited to defense services, shall be interpreted as in conflict with, adding to, or modifying the County's Indemnification Policy.

### V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.



# Ottawa County

Fiscal Services Policy

## **CAPITAL PLANNING POLICY**

### **I. POLICY**

Capital assets have a significant impact on the ability of the County to deliver services, the economic vitality and overall quality of life for County of Ottawa residents. The Ottawa County Board of Commissioners support multi-year planning process to fund capital projects with a focus on preserving current systems and accounting for future needs. The results of planning or Capital Improvement Plan (CIP) will be incorporated into the strategic planning and annual budget processes.

### **II. STATUTORY REFERENCES**

MCL 141.421 et seq

Governmental Accounting Standards Board Statement # 51, Accounting and Financial Reporting for Intangible Assets (6/2007)

Governmental Accounting Standards Board Statement # 42, Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries (11/2003)

### **III. COUNTY LEGISLATION OR HISTORICAL REFERENCES**

The original Board policy on this subject matter was adopted 9/23/97 per BC 97-340.

Board of Commissioners Policy Adoption Date and Resolution Number: October 13, 2015; B/C 15-195

Board of Commissioners Review Date and Resolution Number: September 23, 2015; B/C 15-175

Name and Date of Last Committee Review: Planning and Policy Committee: September 10, 2015

Last Review by Internal Policy Review Team: August 11, 2015



# Ottawa County

Fiscal Services Policy

## IV. PROCEDURE

1. The County Board of Commissioners (the Board) must grant approval to all capital projects. To assist the Board in the capital improvement decision making, County administrative staff will:

- a. Prepare a 5-10 year Capital Improvement Plan (CIP) for new and existing County assets.

~~Capital projects are defined as the acquisition, expansion, or major rehabilitation of a County asset. Capital projects generally exceed \$50,000 and will be capitalized and depreciated based on the applicable useful life, and have an estimated useful life of at least ten years, or, if part of an existing structure, an estimated useful life of at least the remaining life of the original structure.~~

1. As a part of the annual budget process, departments submit capital project requests to Fiscal Services to be forwarded to the CIP committee. These requests will include additional operating costs that will result from the project.

2. The CIP committee is comprised of the Assistant County Administrator, the Fiscal Services Director and Assistant Director, the Facilities Director, the I/T Director & the Planning and Performance Director.

a.3. The CIP committee will review and prioritize the department requests and make recommendations to the Administration and the Board of Commissioners through the Planning and Policy and Finance Committees.

- ~~b. Project requests will identify additional operating costs that will result from the project.~~

2. Financial Planning and Budgeting for Capital Projects~~Assets~~:

- a. The funding for capital projects is at the discretion of the Board. The nature and amount of capital projects, as well as the County's financial resources and market conditions, determine the financing method for capital projects. Specifically, care must be exercised to ensure that the payment stream for the project does not exceed the expected life of the project. Although the County has paid for several projects with cash, each project must be analyzed separately to determine if it is in the County's financial interest to pay cash, borrow or bond. The County's cash balances and the ability of the operating budget to absorb debt service payments will also influence the financing method selection process.



# Ottawa County

## Fiscal Services Policy

~~b. Once the Board of Commissioners has approved a capital project, The CIP is incorporated into the annual budget process and funding is appropriated to the projects. the Fiscal Services department will incorporate the approved sources and uses of funds applicable to the County's fiscal year into the annual operating budget. This may be a part of the annual budget process or a separate budget adjustment during the year.~~

~~c. Each project will have a project sponsor and a project manager who are responsible for the monitoring of the project status for adherence to the project budget.~~

~~— The Fiscal Services Department is also responsible for supporting activities related to the capital projects and assist with the oversight of the financing for the approved projects. for monitoring the projects for conformance with approved spending levels.~~

~~d.~~

~~e. No project will be added to the Capital Improvement Plan unless authorized by the Board of Commissioners through after recommendation of the Planning and Policy Committee. The addition and deletion of projects during the year will go through the same approval process as a project requested during the budget development that is outlined above.~~

~~f. Pursuant to the Uniform and Budget Accounting Act and the Board approved budget resolution, the County Administrator can execute transfers between projects up to \$50,000 without prior approval of the Board. All other amendments must be approved by the Board.~~

### ~~b. 3. Capital Project Closure Process:~~

~~Periodically throughout the year, Fiscal Services will be requesting information from the project manager as to the status of the project. If the project is found to be completed and fully paid, -Fiscal Services will move this project to the closed status. The remaining balance of the project will be unappropriatedencumbered through a budget adjustment to the Board and will be available for use on future projects and the funds made available for future projects.:~~

### ~~4. Adding New Projects:~~

~~No project will be added to the Capital Improvement Plan unless authorized by the Board of Commissioners through the Planning and Policy Committee.~~

### ~~5. Increased Funding for a Project:~~



# Ottawa County

## Fiscal Services Policy

~~Appropriations for the Capital Project Fund is authorized by project, not department. The budget resolution authorizes the County Administrator to reallocate between projects up to \$50,000. Reallocations greater than \$50,000 or new funding must be authorized by the Board of Commissioners through the Finance and Administration Committee.~~

### ~~3. Impairment:~~

~~a.g. If changes in factors and conditions result in an unexpected and significant decline in the service utility of a capital asset which is not considered temporary, the reportable value of the asset will be adjusted accordingly. Assets impaired that will no longer be used by the County will be adjusted to the lower of carrying value or fair value. For assets that will continue to be used by the County, reportable values will be adjusted to reflect the impairment based on the most appropriate method (e.g., restoration cost, service units, etc.).~~

## V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.