



Gregory J. DeJong
Chairperson

Roger A. Bergman
Vice-Chairperson

Ottawa County

Board of Commissioners

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, December 26, 2017 at 1:30 p.m.**, for the regular December meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Fenske
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments and Communications from County Staff
 - A. Sheriff Steve Kempker, Employee Awards
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

1. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the Minutes of the [December 12, 2017 Board of Commissioners meeting.](#)

Francisco C. Garcia Joseph S. Baumann Donald G. Disselkoen Allen Dannenberg Michael P. Haverdink
Kelly M. Kuiper James H. Holtvluwer Philip D. Kuyers Matthew R. Fenske

12220 Fillmore Street | West Olive, Michigan 49460 | 616-738-4898 | miOttawa.org

From Administration

2. [Monthly Accounts Payable for December 04, 2017 through December 15, 2017](#)
Suggested Motion:
To approve the general claims in the amount of \$4,449,958.38 as presented by the summary report for December 04, 2017 through December 15, 2017.
3. [2018 Budget Adjustments](#)
Suggested Motion:
To approve the 2018 budget adjustments per the attached schedule.

B. Action Items:

From Administration

1. [2018 Board of Commissioner Committee Appointments](#)
Suggested Motion:
To approve the Board of Commissioner Committee appointments for 2018.

From the Planning and Policy Committee

2. [Grant Agreement – Bill and Bea Idema Foundation](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign 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 irrevocably named the “Idema Explorers Trail.”
3. [Historic Ottawa Beach Marina Plan](#)
Suggested 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.
4. [Resolution Approving the Land Lease Agreement with Holland Charter Township](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign 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.

5. [M-231 Phase II](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign 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.
6. [Indemnification Policy](#)
Suggested Motion:
To receive for review and comment the new Indemnification Policy (first reading).

From the Finance and Administration Committee

7. [Resolution to Adopt the Annual Exemption Option](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution exempting the County of Ottawa from the "Hard Cap" health care cost limitations of Act 152 of the Public Acts of 2011, MCL 15.561 et seq., for medical benefit plan coverage year January 1, 2018 through December 31, 2018, as authorized by Section 8 of the Act, MCL 15.568.
8. [Spoonville Trail Phase II - Agreement with Road Commission](#)
Suggested Motion:
To approve a Project Estimate for the construction of Phase II of the Spoonville Trail and to approve and authorize the Board Chairperson and Clerk/Register to sign an Agreement with the Ottawa County Road Commission to serve as the local road agency on behalf of the County, as required by the Michigan Department of Transportation, to construct Phase II of the Spoonville Trail for an Overhead Administrative fee of 4% of the local share costs of construction.
9. [Public Health Personnel Request - Parent Consultant](#)
Suggested Motion:
To approve the request from Public Health to add one 0.1966 FTE Parent Consultant (Children and Youth with Special Care Needs Program) (Temporary, \$21/hour) at a cost of \$9,316.75.
10. [Community Mental Health Personnel Request - Mental Health Clinician](#)
Suggested Motion:
To approve the request from Community Mental Health to add one (1) 1.0 FTE (Group T, CMH-T-15) Mental Health Clinician at a cost of \$84,135.99.

C. Appointments:

From Administration

1. Board Appointment

Suggested Motion:

To place into nomination the name(s) of (*indicates recommendation from the Interview Subcommittee):

*Roger Cotner

and to select one (1) to fill one (1) Member vacancy on the Tax Allocation Board beginning January 1, 2018 and ending December 31, 2018 (one (1) year term).

D. Discussion Items:

1. Closed Session to Discuss Labor Negotiations

Suggested Motion:

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

9. Report of the County Administrator

10. General Information, Comments, and Meetings Attended

11. Public Comments

12. Adjournment

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
DECEMBER SESSION – FIRST DAY**

The Ottawa County Board of Commissioners met on Tuesday, December 12, 2017 at 1:30 p.m. and was called to order by the Chair.

Mr. Bergman pronounced the invocation.

The Chief Deputy Clerk led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Frank Garcia, Joseph Baumann, Donald Disselkoen, Allen Dannenberg, Michael Haverdink, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (10)

Absent: Kelly Kuiper. (1)

Public Comments and Communications from County Staff

A. Legislative Update – Jim Miller, GCSI, was unable to attend today's meeting.

B/C 17-223 Matthew Fenske moved to approve the agenda of today as presented. The motion passed.

B/C 17-224 Roger Bergman moved to approve the following Consent Resolutions:

1. To approve the Minutes of the November 28, 2017 Board of Commissioners meeting and November 28, 2017 Board of Commissioners Work Session.
2. To approve the general claims in the amount of \$2,913,939.34 as presented by the summary report for November 20, 2017 through December 1, 2017.
3. To receive for information the Ottawa County Planning and Performance Improvement 2017/2018 Annual Report.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Frank Garcia, James Holtvluwer, Roger Bergman, Donald Disselkoen, Michael Haverdink, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Gregory DeJong. (10)

B/C 17-225 Allen Dannenberg moved to approve the amended naming policy for parks, open space lands and facilities. (Second Reading) The motion passed as shown by the following votes: Yeas: Michael Haverdink, James Holtvluwer, Donald Disselkoen, Philip Kuyers, Roger Bergman, Joseph Baumann, Matthew Fenske, Allen Dannenberg, Frank Garcia, Gregory DeJong. (10)

B/C 17-226 Roger Bergman moved to place into nomination the name(s) of:

*Allen Dannenberg

*Richard Kanten

*David Parnin

(*indicates recommendation from Ottawa County Community Mental Health) and to select three (3) to fill three (3) Member vacancies on the Lakeshore Regional Entity Oversight Policy Board beginning January 1, 2018 and ending December 31, 2020 (three (3) year term).

*Matt Messer

(*indicates recommendation from the Interview Subcommittee) and to select one (1) to fill one (1) Chief of Police vacancy on the Community Corrections Advisory Board beginning January 1, 2018 and ending December 31, 2019 (two (2) year term).

*Heath White

(*indicates recommendation from the Interview Subcommittee) and to select one (1) to fill one (1) MDOC vacancy on the Community Corrections Advisory Board beginning January 1, 2018 and ending December 31, 2019 (two (2) year term).

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Frank Garcia, Allen Dannenberg, Roger Bergman, Donald Disselkoen, Michael Haverdink, Joseph Baumann, Matthew Fenske, Gregory DeJong. (10)

Discussion Items

1. Report of the County Administrator Review Committee/Approval of the County Administrator Contract January 1, 2019 through December 31, 2021. – Chair DeJong reported the Review Committee met and went over the evaluation. They were very pleased with the findings and report the County is moving in the right direction.

B/C 17-227

Philip Kuyers moved to approve the County of Ottawa Employment Agreement for County Administrator for a period of three (3) years from January 1, 2019 through December 31, 2021. The motion passed as shown by the following votes: Yeas: Frank Garcia, Matthew Fenske, Donald Disselkoen, Allen Dannenberg, Michael Haverdink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Roger Bergman, Gregory DeJong. (10)

2. Planning and Performance Improvement Annual Report – The Planning and Performance Improvement Annual Report was presented by Paul Sachs, Director of Planning and Performance Improvement.

The Administrator's report was presented.

Public Comments

1. Kevin Bowling, Circuit Court Administrator, reported Judge Engle was contacted by the Grand Haven Chamber and asked to put together the Leadership Connect Program. He will be presenting it on Wednesday, December 20th, in the Main Conference Room.

B/C 17-228 Joseph Baumann moved to adjourn at 1:53 pm subject to the call of the Chair. The motion passed.

JUSTIN F. ROEBUCK, Clerk/Register
Of the Board of Commissioners

GREGORY DEJONG, Chairman
Of the Board of Commissioners

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Monthly Accounts Payable for December 04, 2017 through December 15, 2017

Suggested Motion:

To approve the general claims in the amount of \$4,449,958.38 as presented by the summary report for December 04, 2017 through December 15, 2017.

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

Financial Information:

Total Cost: \$4,449,958.38	General Fund Cost: \$4,449,958.38	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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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 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

Total Checks/Automated Clearing House (EFT) 12/04/2017 through 12/15/2017

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals \$4,449,958.38.



Karen Karasinski
Fiscal Services Director

12/19/17

Date

We hereby certify that the Board of Commissioners has approved the claims on this 26th day of December, 2017.

Greg DeJong, Chairperson
Board of Commissioners

Justin Roebuck, Clerk/Register of Deeds

ACCOUNTS PAYABLE CHECKS/EFTS/WIRES 12/04/2017 THROUGH 12/15/2017

FUND NUMBER	FUND NAME	CHECK/EFT TOTALS	P-CARD BATCH	CHECK/EFT/WIRE TOTALS FOR AP
0000	TREASURY FUND	0.00	0.00	0.00
1010	GENERAL FUND	494,422.14	0.00	494,422.14
1500	CEMETERY TRUST	0.00	0.00	0.00
2081	PARKS & RECREATION	156,587.24	0.00	156,587.24
2160	FRIEND OF COURT	4,733.88	0.00	4,733.88
2180	OTHER GOVERNMENTAL GRANTS	34,403.81	0.00	34,403.81
2210	HEALTH	30,595.40	0.00	30,595.40
2220	MENTAL HEALTH	1,506,082.21	0.00	1,506,082.21
2221	MENTAL HEALTH MILLAGE	18,779.95	0.00	18,779.95
2225	SUBSTANCE USE DISORDER	47,481.20	0.00	47,481.20
2271	SOLID WASTE CLEAN-UP	37,194.14	0.00	37,194.14
2272	LANDFILL TIPPING FEES	548.51	0.00	548.51
2340	FARMLAND PRESERVATION	0.00	0.00	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00	0.00	0.00
2444	INFRASTRUCTURE FUND	0.00	0.00	0.00
2550	HOMESTEAD PROPERTY TAX	0.00	0.00	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	0.00	0.00	0.00
2602	WEMET	13,588.88	0.00	13,588.88
2630	SHERIFF GRANTS & CONTRACTS	35,863.28	0.00	35,863.28
2631	CONCEALED PISTAL LICENSING	0.00	0.00	0.00
2901	DEPT OF HUMAN SERVICES	0.00	0.00	0.00
2920	CHILD CARE - PROBATE	88,351.21	0.00	88,351.21
2970	DB/DC CONVERSION	0.00	0.00	0.00
3010	DEBT SERVICE	0.00	0.00	0.00
4020	CAPITAL IMPROVEMENTS	246,170.64	0.00	246,170.64
5160	DELINQUENT TAXES	463.42	0.00	463.42
5360	LAND BANK AUTHORITY	0.00	0.00	0.00
6360	INNOVATION & TECHNOLOGY	167,992.84	0.00	167,992.84
6450	DUPLICATING	0.00	0.00	0.00
6550	TELECOMMUNICATIONS	22,629.31	0.00	22,629.31
6641	EQUIPMENT POOL	0.00	0.00	0.00
6770	PROTECTED SELF-FUNDED INSURANCE	14,728.36	0.00	14,728.36
6771	EMPLOYEE BENEFITS	19,653.41	0.00	19,653.41
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/EFTS/WIRES 12/04/2017 THROUGH 12/15/2017

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CHECK/EFT TOTALS</u>	<u>P-CARD BATCH</u>	<u>CHECK/EFT/WIRE TOTALS FOR AP</u>
6775	LONG-TERM DISABILITY INSURANCE	10,477.78	0.00	10,477.78
7010	AGENCY	1,216,408.80	0.00	1,216,408.80
7015	TRUST & AGENCY JUVENILE COURT	1,867.78	0.00	1,867.78
7040	IMPREST PAYROLL	161,813.89	0.00	161,813.89
7210	LIBRARY PENAL FINE	0.00	0.00	0.00
7360	OPEB TRUST	0.00	0.00	0.00
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00	0.00	0.00
8010	SPECIAL ASSESS. DRAINS	119,120.30	0.00	119,120.30
8011	DRAINS-CAPITAL PROJECTS FUND	0.00	0.00	0.00
8020	DRAINS-REVOLVING	0.00	0.00	0.00
8510	DRAINS-DEBT SERVICE FUND	0.00	0.00	0.00
8725	INLAND LAKE IMPROVEMENT	0.00	0.00	0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	0.00	0.00	0.00
		<u>\$4,449,958.38</u>	<u>\$0.00</u>	<u>\$4,449,958.38</u>

Action Request



Committee: Board of Commissioners

Meeting Date: 12/26/2017

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: 2018 Budget Adjustments

Suggested Motion:

To approve the 2018 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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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 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 12/19/2017

Finance and Administration Committee

BA Number	Fund	Department	Explanation	Revenue	Expense
2018					
01-340	MH-Substance Use Disorder	Substance Use Disorder	Opioid Prevention Staff	\$ 53,563	\$ 53,563
01-1132	Health	Various	Grant Funds Carry Forward	\$ 4,991	\$ 4,991
2-630	Compensated Absences	Capital Improvement	Reduce Transfer-Out	\$ -	\$ (200,000)
2-630	Capital Improvement	Capital Improvement-Construction	Reduce Transfer-In	\$ (200,000)	\$ -
2-671	General Fund	Various	Budget Correction(s)	\$ (2,880)	\$ 9,000
2-671	General Fund	Contingency	Reduce Contingency		\$ (11,800)

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Administraion
Submitted By:	Misty Cunningham
Agenda Item:	2018 Board of Commissioner Committee Appointments

Suggested Motion:

To approve the Board of Commissioner Committee appointments for 2018.

Summary of Request:

Every year the Board Chair, based on the survey filled out by all Commissioners, makes appointments to the Board of Commissioner standing committees, as well as, boards and commissions.

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
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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 1: To Maintain and Improve the Strong Financial Position of the County.
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.
Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
Goal 4: To Continually Improve the County's Organization and Services.

Objective:

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:

2018 Standing Committee Assignments

<p>Health and Human Services James Holtvluwer, Chair Kelly Kuiper Allen Dannenberg Matthew Fenske Frank Garcia</p>	<p>Planning and Policy Philip Kuyers, Chair Frank Garcia Donald Disselkoen Mike Haverdink Kelly Kuiper</p>
<p>Finance and Administration Donald Disselkoen, Chair Roger Bergman Matthew Fenske Joe Baumann Philip Kuyers</p>	<p>Talent and Recruitment Roger Bergman, Chair James Holtvluwer Allen Dannenberg Mike Haverdink Joe Baumann</p>

2018 Board and Commission Assignments

<p>Haverdink West Michigan Airport Authority (Tulip City Airport) Ottawa County Central Dispatch Authority Policy Board</p>	<p>Vice-Chair Bergman Comprehensive Economic Development Strategy Committee (CEDS) Kent Ottawa Muskegon Foreign Trade Zone Authority Lloyd's Bayou Lake Board Spring Lake, Lake Board Tax Allocation Board West Michigan Shoreline Regional Development Commission</p>
<p>Baumann Macatawa Area Coordinating Council Policy Board (MACC) Ottawa County Insurance Authority</p>	
<p>Disselkoen Agricultural Technology Incubator Drain Board Ottawa County Insurance Authority Ottawa County Community Mental Health Board West Michigan Regional Planning Commission</p>	<p>Fenske Agriculture Preservation Board Community Corrections Advisory Board MSU Extension Advisory Board Ottawa County Community Mental Health Board Ottawa County Planning Commission</p>
<p>Chair DeJong Area Community Services Employment & Training Council (ACSET) Drain Board Ottawa County Insurance Authority Solid Waste Planning Committee</p>	<p>Kuiper MSU Extension Advisory Board Ottawa County Planning Commission Remonumentation Committee</p>
<p>Garcia Area Community Services Employment & Training Council (ACSET) Local Emergency Planning Commission (LEPC) Holland Local Development Authority Board</p>	<p>Dannenberg Food Services Appeals Board Lakeshore Regional Partners (LRP) Oversight Policy Board Land Bank Authority (LBA) Ottawa County Community Mental Health Board WEMET</p>
<p>Holtvluwer Ottawa County Community Mental Health Board Parks and Recreation Commission Grand Valley Metropolitan Council (GVMC)</p>	<p>Kuyers Brownfield Redevelopment Authority Ottawa County Economic Development Corporation Parks and Recreation Commission</p>

2018 Board and Commission Assignments

Agricultural Technology Incubator	Don Disselkoen
Agriculture Preservation Board	Matt Fenske
Area Community Services Employment & Training Council (ACSET)	Greg DeJong, Frank Garcia
Brownfield Redevelopment Authority	Phil Kuyers
Community Corrections Advisory Board	Matt Fenske
Comprehensive Economic Development Strategy Committee (CEDS)	Roger Bergman
Drain Board	Greg DeJong, Don Disselkoen
Food Services Appeals Board	Al Dannenberg
Grand Valley Metropolitan Council (GVMC)	Jim Holtvluwer
Holland Local Development Authority Board	Frank Garcia
Kent Ottawa Muskegon Foreign Trade Zone Authority	Roger Bergman
Land Bank Authority (LBA)	Al Dannenberg
Lakeshore Regional Partners (LRP) Oversight Policy Board	Al Dannenberg
Lloyd's Bayou Lake Board	Roger Bergman
Local Emergency Planning Commission (LEPC)	Frank Garcia
Macatawa Area Coordinating Council Policy Board (MACC)	Joe Baumann
MSU Extension Advisory Board	Kelly Kuiper, Matt Fenske
Ottawa County Central Dispatch Authority Policy Board	Mike Haverdink
Ottawa County Economic Development Corporation	Phil Kuyers
Ottawa County Insurance Authority	Joe Baumann, Don Disselkoen, Greg DeJong
Ottawa County Community Mental Health Board	Al Dannenberg, Don Disselkoen, Jim Holtvluwer, Matt Fenske
Ottawa County Planning Commission	Matt Fenske, Kelly Kuiper
Parks and Recreation Commission	Jim Holtvluwer, Phil Kuyers
Re monumentation Committee	Kelly Kuiper
Solid Waste Planning Committee	Greg DeJong
Spring Lake, Lake Board	Roger Bergman
Tax Allocation Board	Roger Bergman
West Michigan Airport Authority (Tulip City Airport)	Mike Haverdink
West Michigan Enforcement Team Policy Board (WEMET)	Al Dannenberg
West Michigan Regional Planning Commission	Don Disselkoen
West Michigan Shoreline Regional Development Commission	Roger Bergman

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Parks and Recreation
Submitted By:	Misty Cunningham
Agenda Item:	Grant Agreement – Bill and Bea Idema Foundation

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign 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 irrevocably 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
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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 S. Vansuberg*

Committee/Governing/Advisory Board Approval Date: 12/14/2017

Planning and Policy Committee



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 _____
Gregory J. DeJong,
Board Chairperson

By _____
Justin F. Roebuck
County Clerk/Register

OTTAWA COUNTY PARKS FOUNDATION, INC.

By _____
Tom Werkman
Its President

OTTAWA COUNTY PARKS AND RECREATION COMMISSION

By _____
David VanGinhoven
Its President

16567710-1 (draft of 12/12/2017)

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Parks and Recreation
Submitted By:	Misty Cunningham
Agenda Item:	Historic Ottawa Beach Marina Plan

Suggested 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.

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
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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 S. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 12/14/2017

Planning and Policy Committee



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



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Administrator
Submitted By:	Keith Van Beek
Agenda Item:	Resolution Approving the Land Lease Agreement with Holland Charter Township

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign 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
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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:

Committee/Governing/Advisory Board Approval Date: 12/14/2017

Planning and Policy Committee

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. 120th 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

1st Witness
Print name of witness

Gregory J. DeJong, Chairperson
Ottawa County Board of Commissioners

2nd 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

1st Witness
Print name of witness

2nd 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



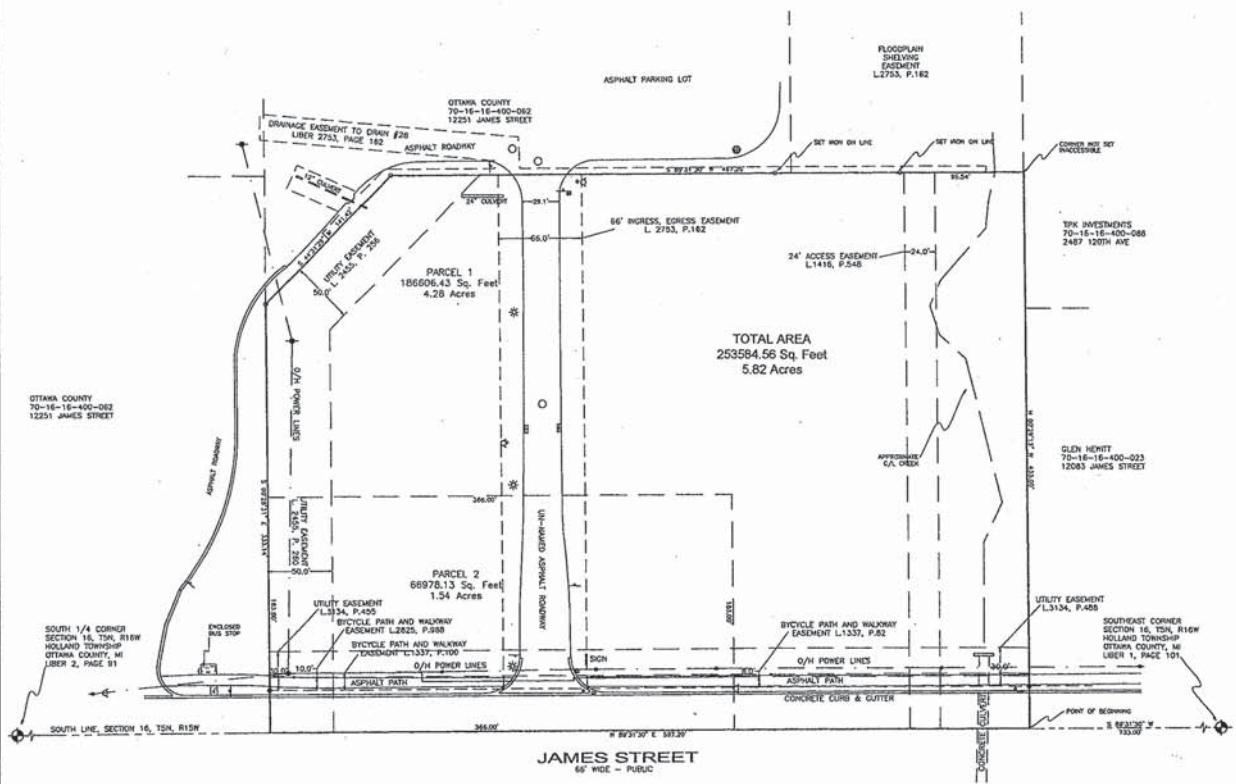
GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

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

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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

ALTA/NSPS 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 00 degrees 24 minutes 30 seconds West 223 feet from the Southeast corner of said Section; thence North 00 degrees 29 minutes 13 seconds West 433 feet; South 89 degrees 31 minutes 30 seconds West 482.25 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 00°29'13" W, 433 feet; thence South 89°31'30" W, 487.26 feet parallel with the South line of said Section; thence East 72°29'14.0" E, 143.00 feet to the West line of the Southeast 1/4 of the Southeast 1/4; thence South 02°28'31.0" E, 333.14 feet to the South Section line; thence North 89°31'30" 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/NSPS Land Title 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. 04147951

LEGEND

△ - TRAVELER POINT	○ - FIRE HYDRANT
▲ - WELL	○ - WATER VALVE
○ - MOUNTAIN	○ - GAS METER
○ - JOINT/STAKE	○ - 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
○ - MARKER	○ - TELEPHONE UTILITY LINE
○ - MARKER	○ - ELECTRIC UTILITY LINE
○ - MARKER	○ - GAS UTILITY LINE
○ - MARKER	○ - STEAM UTILITY LINE
○ - MARKER	○ - STORM UTILITY LINE
○ - MARKER	○ - SANITARY UTILITY LINE
○ - MARKER	○ - FRIED OILS UTILITY LINE
○ - MARKER	○ - 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



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Planning & Performance Improvement Department
Submitted By:	Paul Sachs
Agenda Item:	M-231 Phase II

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign 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
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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 G. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 12/14/2017

Planning and Policy Committee

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 (96th 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 (96th 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 (96th 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 _____

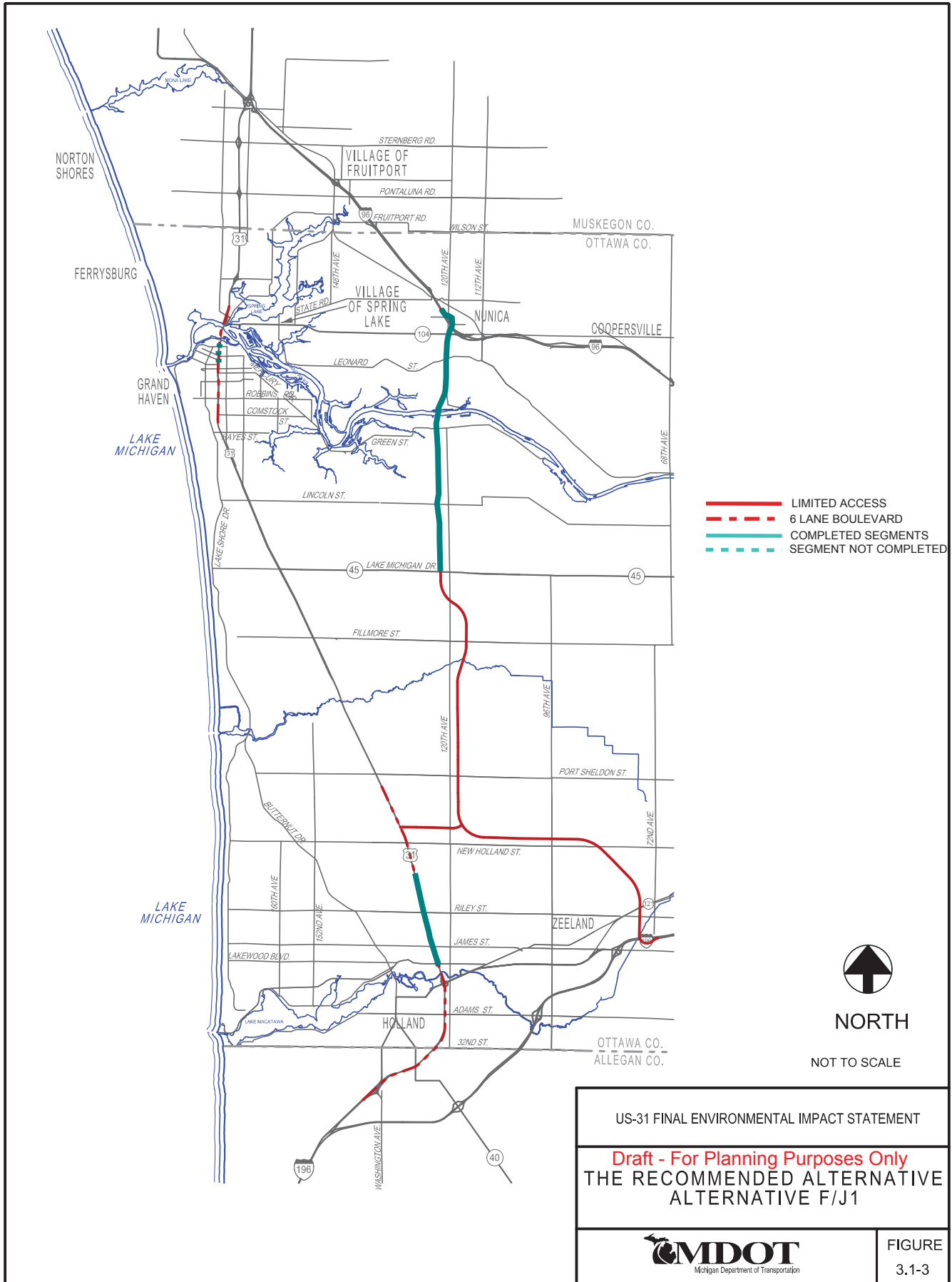
ABSENCES: Commissioners _____

RESOLUTION ADOPTED:

Gregory J. DeJong
Chairman, Board of Commissioners

Justin F. Roebuck
County Clerk/Register

DRAFT - FOR PLANNING PURPOSES ONLY



Action Request



Committee: Board of Commissioners

Meeting Date: 12/26/2017

Requesting Department: Administration

Submitted By: Misty Cunningham

Agenda Item: Indemnification Policy (First Reading)

Suggested Motion:

To receive for review and comment the new Indemnification Policy (first reading).

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
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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: *Alan G. Vaubert*

Committee/Governing/Advisory Board Approval Date: 12/14/2017

Planning and Policy Committee



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 20th Circuit Court, 58th 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.

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Administration
Submitted By:	Keith Van Beek
Agenda Item:	Resolution to Adopt the Annual Exemption Option

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution exempting the County of Ottawa from the "Hard Cap" health care cost limitations of Act 152 of the Public Acts of 2011, MCL 15.561 et seq., for medical benefit plan coverage year January 1, 2018 through December 31, 2018, as authorized by Section 8 of the Act, MCL 15.568.

Summary of Request:

Prior to last year, Ottawa County had not been over the "Hard Caps" limit for health care costs as set by the Michigan Legislature in Act 152 of the Public Acts of 2011, MCL 15.561 et seq. That statute, in relevant part, limits a public employers total annual cost for employee health care based upon certain coverage levels. The County adopted this resolution last year to be exempted from the "Hard Cap".

A public body may exempt itself from the limitations of Act 152 by adopting an annual resolution to do so under the provisions of Section 8 of the Act, MCL 15.568. The resolution must pass by a 2/3 vote of the governing body.

A resolution to authorize this exemption for the coverage year January 1, 2018 through December 31, 2018 is attached. While we are estimating because open enrollment for health coverage is still ongoing, we project a total cost for health insurance of \$11,157,629, which is \$223,855 over the hard cap calculated amount of \$10,933,774.

A copy of Act 152, MCL 15.561, is also attached.

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
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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 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 12/19/2017

Finance and Administration Committee

COUNTY OF OTTAWA

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 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, Act 152 of the Public Acts of 2011, MCL 15.561 et seq., (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011; and,

WHEREAS, the Act contains three (3) options for complying with the requirements of the Act; and,

WHEREAS, the three (3) options are as follows:

- 1) Section 3 – "Hard Caps" Option – limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;

- 2) Section 4 – “80%/20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
 - 3) Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;
- and,

WHEREAS, the Ottawa County Board of Commissioners has decided to adopt the annual Exemption Option as authorized by Section 8 of the Act, MCL 15.568, as its choice of compliance under the Act for coverage year January 1, 2018 through December 31, 2018; and,

NOW THEREFORE BE IT RESOLVED, the Ottawa County Board of Commissioners elects to comply with the requirements of Act 152 of the Public Acts of 2011, MCL 15.561 et seq., the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption Option as authorized by Section 8 of the Act, MCL 15.568, for the medical benefit plan coverage year January 1, 2018 – December 31, 2018; and

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

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 26th day of December, 2017, the original of which is on file in my office.

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

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Planning and Performance Improvement Department
Submitted By:	Paul Sachs
Agenda Item:	Spoonville Trail Phase II - Agreement with Road Commission

Suggested Motion:

To approve a Project Estimate for the construction of Phase II of the Spoonville Trail and to approve and authorize the Board Chairperson and Clerk/Register to sign an Agreement with the Ottawa County Road Commission to serve as the local road agency on behalf of the County, as required by the Michigan Department of Transportation, to construct Phase II of the Spoonville Trail for an Overhead Administrative fee of 4% of the local share costs of construction.

Summary of Request:

The Spoonville Trail is a non-motorized pathway in Nunica that will be constructed in two phases. Phase I was completed in September 2016. Phase II is anticipated to be completed in November 2018.

The total estimated project cost is \$2,133,490. The Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) has committed to funding up to \$1,540,318 of the total project cost. The remaining costs will be funded through a variety of private donations and grant awards.

To receive the TAP Grant funds, Ottawa County must follow state and federal requirements for pathway projects. This includes following the MDOT bidding process as well as working with a Public Act 51 agency as a pass-through for the TAP Grant.

Since only Public Act 51 agencies are permitted to receive TAP Grant funds, the County collaborated with the Ottawa County Road Commission to submit a TAP Grant Application for this project. To serve as a pass-through for the TAP funds, the Road Commission requires partner agencies to sign an Agreement for the Road Commission to provide Project Administration services.

Financial Information:

Total Cost: \$2,133,490.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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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.

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *Alan S. Vandenberg*

Committee/Governing/Advisory Board Approval Date: 12/19/2017 Finance and Administration Committee

Summary of Request Continued:

The Road Commission agreement includes a 4% overhead fee on the local match amount for the TAP grant, which is an estimated amount of \$23,727. The overhead services provided to Ottawa County include reviewing project engineering drawings, paying invoices to the construction firm hired to construct the pathway, and verifying that the work items in the invoices have been completed as specified.

Once the Board of Commissioners approves the agreement with the Road Commission, the Road Commission will adopt a resolution which certifies that the financing is in place for the project. Once the resolution is passed, and the final project engineering plans are approved, MDOT can award the TAP Grant Funds. After the Funds are awarded, MDOT initiates letting of the Project. It is MDOT policy that the lowest construction bid will always be selected.

The Spoonville Trail Phase II overall project schedule is as follows:

Funding and easements secured: December 2017/January 2018

Project Letting by MDOT: February 2018

Construction Begins: May 2018

Construction Ends: October/November 2018

Pursuant to a separate Agreement, Crockery Township has agreed to maintain the trail on behalf of Ottawa County.

Project No. _____

Prepared December 7, 2017

**OTTAWA COUNTY ROAD COMMISSION
PROJECT ESTIMATE**

Township: Crockery

Street Termini & Length: Spoonville Phase II Non-Motorized Trail

General Description of Work: Construct a 10' wide HMA non-motorized pathway from 120th Avenue on Leonard Street to Terra Verde Golf Course, through the golf course on the west side of the property to I-96, then in a private easement parallel to I-96 to 112th Avenue, north on 112th Avenue to the Nunica Fire Station

Estimated Construction Cost	\$ 2,133,490.00
Transportation Alternative Funds	\$ (1,540,318.00)
Local Match – Ottawa County portion	\$ 593,172.00
Project Administration – 4.0%	\$ 23,727.00
TOTAL ESTIMATED COST:	\$ 616,899.00

OTTAWA COUNTY ROAD COMMISSION

By  _____
Engineering Director

TO: Ottawa County Road Commission
Grand Haven, MI 49417

Gentlemen:

At a meeting of the _____ Ottawa County Board held on _____, the above project and estimate was approved. The Road Commission is authorized to proceed to accomplish the work and bill the county for all direct costs charged to the project, plus a maximum overhead charge of five percent (5%) of the total direct costs so charged; and the county hereby agrees to pay same in full. Direct costs include any payments for: contracts with contractors, engineers and other consultants; materials; force account labor at 1.5 times payroll charges; equipment rental; and advertising and printing. The county agrees to make advance payments, if required, and to pay any balances due within thirty (30) days of receipt of the billing for same. The county also understands and agrees that final direct costs and quantities may vary from the estimate.

Signed By _____

Title _____

Date _____

Ottawa County

By: _____
Justin F. Roebuck, County Clerk/Register

NON-MOTORIZED PATHWAY

TO BE CONSTRUCTED WITH FEDERAL AND/OR STATE FUNDS

OCRC & OTTAWA COUNTY PARKS AGREEMENT

This AGREEMENT, dated as of the _____ day of _____, 2017, between the Ottawa County Road Commission, a Michigan Statutory public body corporate, with administrative offices at 14110 Lakeshore Drive, P.O. Box 739, Grand Haven, MI 49417, (hereinafter "OCRC") and Ottawa County, with offices at Room 267, 12220 Fillmore Street, West Olive, MI 49460 (hereinafter "OTTAWA COUNTY"), provides as follows:

WHEREAS, the Michigan Department of Transportation, hereinafter "MDOT," has made Federal and/or State funds available from the Transportation Alternatives program, for the construction of improvements in the form of a Non-Motorized Pathway named the Spoonville Trail Phase II from 120th Avenue on Leonard Street to Terra Verde Golf Course, through the golf course on the west side of the property to I-96, then in a private easement parallel to I-96 to 112th Avenue, north on 112th Avenue to the Nunica Fire Station (the PATHWAY), within the Township of Crockery, County of Ottawa; and

WHEREAS, OTTAWA COUNTY has requested that the OCRC as the local road agency in the County of Ottawa, act as requesting party for said funds and enter into an agreement with MDOT as required for the construction of said PATHWAY; and

WHEREAS, the improvements to be constructed, hereinafter referred to as the "PROJECT," are described as follows:

Construct a non-motorized pathway named the **Spoonville Trail Phase II** from 120th Avenue on Leonard Street to Terra Verde Golf Course, through the golf course on the west side of the property to I-96, then in a private easement parallel to I-96 to 112th Avenue, north on 112th Avenue to the Nunica Fire Station all together with necessary related work.

WHEREAS, it is the intent of the parties hereto that the OCRC act as Requesting Party for an agreement between MDOT and the OCRC for the PROJECT, and that the OTTAWA COUNTY shall be responsible for the local match requirements, OCRC administration fee, and any other costs required for the PROJECT; and that the OTTAWA COUNTY shall be responsible for maintenance of the PATHWAY after construction is complete.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, it is agreed between the parties hereto:

1. Consent

OTTAWA COUNTY consents to the PROJECT.

2. MDOT Contract

The OCRC, as "Requesting Party," shall enter into Contract with MDOT ("MDOT CONTRACT") to obtain Federal and/or State funding for the Construction of the PROJECT.

3. OTTAWA COUNTY Duties

OTTAWA COUNTY shall retain an engineering consulting firm (hereinafter

"CONSULTANT") with a registered professional engineer in the State of Michigan to be in charge of the PROJECT. OTTAWA COUNTY is responsible to assure that all the CONSULTANT duties are fulfilled.

4. CONSULTANT Duties

The CONSULTANT shall perform the necessary PROJECT preliminary engineering, preparation of specifications and documents for advertising for bids, preparation of all advertisement and award documentation for OCRC approval, construction engineering including inspection, testing, preparation of pay requests, change orders and all related paperwork, and shall assure that the PROJECT record files are maintained.

The CONSULTANT shall provide OCRC the PROJECT construction plans for review and approval prior to the submittal of the PROJECT programming application to MDOT.

5. OCRC Duties

OCRC shall designate a Project Supervisor(s) who shall approve all construction documents prepared and signed by the CONSULTANT; attend the Grade Inspection meeting, pre-construction meeting, and final project review. In addition, the Project Supervisor shall be available for meetings with MDOT and/or the CONSULTANT.

6. Project Costs

"PROJECT COST" is defined as all of the costs necessary for the physical construction and completion of the PROJECT.

- a. Some Federal and/or State funds are anticipated to be reimbursement for eligible items of work for the PROJECT. The balance of all unpaid reimbursable PROJECT COST shall be paid by OTTAWA COUNTY.
- b. Additionally, costs for non-reimbursable work to be performed as part of the PROJECT, shall be paid by OTTAWA COUNTY.
- c. Any items of PROJECT COST not reimbursed by Federal and/or State funds, which may be disallowed after audit, shall be reimbursed to the OCRC by OTTAWA COUNTY.

7. Responsibility for Costs

- a. OTTAWA COUNTY shall be responsible for all non-reimbursable costs. Such costs are anticipated to include, but not be limited to, preliminary engineering, advertising for bids, processing payments to contractors, awarding contracts, construction engineering, OCRC overhead and administration, right-of-way acquisitions (if applicable), and cost overruns or unanticipated costs, should they occur.
- b. The OCRC shall request reimbursement from MDOT, invoice the OTTAWA COUNTY and forwarding OTTAWA COUNTY reimbursement funds received from MDOT.

8. Design Approval

The plans, specifications and estimates for the PROJECT are subject to approval by the OCRC and MDOT. OTTAWA COUNTY shall certify to the OCRC that the plans, specifications and estimates have been prepared in compliance with applicable state

and federal regulations.

9. Compliance with Regulations and Laws

- a. OTTAWA COUNTY shall obtain all appropriate permits, permissions and provide such notices as may be required for the PROJECT and will forward same to the OCRC for approval.
- b. OTTAWA COUNTY, in carrying out its duties pursuant to this AGREEMENT shall comply with, and shall require their contractors and consultants, to comply with all applicable state, federal and local statutes and regulations, including environmental statutes and regulations, and the provisions of the MDOT Contract.

10. MDOT Specification Applicability

Work performed, materials furnished and used, and plans and specifications shall conform to the Michigan Department of Transportation Standard Specifications for Construction, Special Provisions and Supplemental Specifications.

11. Records Retention - Audit

OTTAWA COUNTY shall maintain accurate records and accounts relative to the costs of the PROJECT. Said accounts shall be retained for a period of three (3) years after final payment by the OCRC and shall be available for audit by the OCRC, MDOT, and the FHWA.

12. Responsibility for Pathway

- a. OTTAWA COUNTY agrees to assume total and exclusive responsibility for the design, construction, maintenance, repair, and restoration of the PATHWAY, including signing in conformity with the Michigan manual of Uniform Traffic Control Devices and all necessary appurtenances to the PATHWAY for as long as the PATHWAY exists.
- b. During construction and upon completion of the installation of the PATHWAY, OTTAWA COUNTY agrees to save harmless, indemnify, represent and defend the OCRC, its officials and employees, from any and all claims for bodily injury or property damage or any other claim relating to or arising out of the design, location in right-of-way, construction, maintenance, repair and restoration, operation, use or continuing existence of the PATHWAY within county roadright-of-way.
- c. It is agreed that the responsibility for the PATHWAY shall be with OTTAWA COUNTY in accordance with the provisions of the Non-Motorized Path Agreement between the OCRC and OTTAWA COUNTY.

13. Responsibility for Design

OCRC shall have no responsibility for the design of the PROJECT. Any reviews undertaken by the OCRC are for the purposes to construct the facility within the right-of-way and do not release the party with jurisdiction of liability for claims, causes of actions or judgments arising out of the AGREEMENT or the PROJECT.

14. Funding

OTTAWA COUNTY represents and warrants to the OCRC that it has sufficient funds available to pay any and all obligations under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their duly authorized officers the day and year first above written.

**BOARD OF ROAD COMMISSIONERS FOR
THE COUNTY OF OTTAWA,**

By _____
Its:

OTTAWA COUNTY BOARD OF COMMISSIONERS

By _____
Its:

Ottawa County

By: _____
Justin F. Roebuck, County Clerk/Register

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/26/2017
Requesting Department:	Public Health
Submitted By:	Marcie Ver Beek
Agenda Item:	Public Health Personnel Request - Parent Consultant

Suggested Motion:

To approve the request from Public Health to add one 0.1966 FTE Parent Consultant (Children and Youth with Special Care Needs Program) (Temporary, \$21/hour) at a cost of \$9,316.75.

Summary of Request:

The mission of the Children and Youth with Special Care Needs Program (CSHCS) is to improve health outcomes and the well-being of children and youth with special health care needs and their families. This position will manage a social media-based group (which currently has 364 active members), provide resources for targeted families, educate healthcare providers, teachers and community members on available resources and develop a biannual newsletter for the families. This position is grant-funded and the functions of the position may change depending on requirements of the grant.

Financial Information:

Total Cost: \$9,316.75	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:
100% grant funded, a budget adjustment will be completed once position is approved

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 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.
Goal 3, Objective 2: Maximize communication with citizens.
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: 12/19/2017 Finance and Administration Committee

OTTAWA COUNTY

TITLE: PARENT CONSULTANT (CSHCS)
DEPARTMENT: PUBLIC HEALTH
DATE: 10/30/2017

EMPLOYEE GROUP: TEMPORARY
GRADE: NON-BENEFITED
FLSA: NON-EXEMPT

JOB SUMMARY:

Under the supervision of a Public Health Team Supervisor, provides outreach services for the Children and Youth with Special Health Care Needs (CSHCS) program by developing and distributing newsletters, maintaining a Facebook group, and leading in-service training programs to educate the community. This outreach program provides support to families, increases enrollment in the program, shares information and resources, and builds a supportive community.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

1. Maintains a Facebook group by enforcing policies, sharing educational resources, and initiating conversation to provide a safe site for parents of children and youth with special needs to support one another, learn of area resources, and find family-friendly activities.
2. Plans, develops, publishes, and distributes a biannual parent newsletter that includes resources and information for the targeted families.
3. Develops and conducts in-services for medical and education professionals, therapy offices, and others who work with targeted families. Educates these groups on the CSHCS program and area resources in order to increase enrollment in the CSHCS program.
4. Researches information and educates self on resources and information relevant to the target groups in order to be informed, knowledgeable, and to serve as a resource.
5. Performs other functions as assigned. Job functions may change slightly at the beginning of a grant cycle.

REQUIRED KNOWLEDGE AND SKILLS:

1. Good working knowledge of the Michigan Public Health Code and the Children's Special Health Care Services program.
2. Excellent customer service skills.
3. Good interpersonal and human relations skills.
4. Excellent verbal and written communications skills, including the ability to present information to varying groups.
5. Working knowledge of statutory and regulatory requirements governing the confidentiality of patient health information, including the provisions of HIPAA.
6. Thorough working knowledge of medical ethical practice standards.

7. Computer literacy, including good user knowledge of word-processing, spreadsheet and database management applications software and Internet search engines.
8. Thorough working knowledge of Facebook group management.
9. Knowledge of health care and other community resources available to client populations.
10. Ability to interact positively with patients and their families, co-workers, health care practitioners, community health partner staff, community representatives, and members of the general public from widely diverse cultural and socio-economic backgrounds and with varying levels of interpersonal and communications skills.
11. Good organizational skills and ability to prioritize the workload.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED combined with at least two years experience providing administrative support for in a medical or public health setting required.

Lived experiences with children who have special physical, behavioral, developmental, or emotional needs are valued and preferred.

Possession of a valid Michigan driver's license is required.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

WORKING CONDITIONS:

Work is performed in a normal office environment, schools, therapy offices, doctor's offices, and other community locations.

2017 Costs per Deductions
Employer Costs

Parent Consultant (Temporary- \$21/hour for 409 hours)

FTE	Wages	TOTAL COST
0.1966	8,589.00	9,316.75

Action Request



Committee: Board of Commissioners

Meeting Date: 12/26/2017

Requesting Department: Community Mental Health

Submitted By: Marcie Ver Beek

Agenda Item: Community Mental Health Personnel Request - Mental Health Clinician

Suggested Motion:

To approve the request from Community Mental Health to add one (1) 1.0 FTE (Group T, CMH-T-15) Mental Health Clinician at a cost of \$84,135.99.

Summary of Request:

Community Mental Health is currently contracting this position with a third-party but the contract was terminated on 12/8/2017. There are currently about 84 developmental disabled consumers that require the services of a clinician. Failure to provide these services will impact the health and safety of these individuals. It is requested to add one (1) 1.0 FTE (Group T, CMH-T-15) Mental Health Clinician at a cost of \$84,135.99.

Financial Information:

Total Cost: \$84,135.99	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:
Grant and/or Medicaid, funds will be reallocated for this position once approved

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

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 12/19/2017

Finance and Administration Committee

OTTAWA COUNTY

TITLE: MENTAL HEALTH CLINICIAN –
DD BEHAVIORAL

DEPARTMENT: COMMUNITY MENTAL HEALTH

DATE: 11/14/2017

EMPLOYEE GROUP: GROUP T

GRADE: CMH T15

FLSA: NON-EXEMPT

JOB SUMMARY:

Responsible for performing behavioral support services for adults and children with developmental disabilities as assigned. Diagnoses, performs behavior analysis including functional assessments, develops/behavior programs, and trains lay staff and parents on behavior program. May administer standardized psychological tests, and make recommendations based on test results. Provides treatment or makes appropriate referrals for consumers. Carries an active caseload of adults or children with developmental disabilities with challenging behaviors or therapy needs.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

1. Conducts a functional behavioral assessment of challenging behaviors displayed by assigned consumers and develops behavior programs based on that analysis.
2. Presents behavior programs that utilize intrusive level techniques to the Behavior Management Committee.
3. Acts as a liaison with prescribers to present medication information to BRTC per state requirements.
4. Trains direct care providers and/or family members on all aspects of the behavioral program including data collection. Monitors programs and makes adjustments as necessary for successful results for each assigned consumer.
5. Provides regular follow-up and monitoring related to plan goals, objectives, and planned interventions. Completes periodic reviews and documents for the consumer record.
6. Administers psychological testing and/or other evaluative instruments and prepares interpretative reports.
7. May present results of psychological testing in court testimony for guardianship hearings. May make recommendations for guardianships based on data and information from the guardianship evaluation and current testing results. May serve as liaison with probate court staff to ensure the completion of necessary court procedures.
8. Diagnoses mental illness, psychological disturbances, and developmental disabilities using approved diagnostic nomenclature.
9. May provide counseling and consultation to consumers and families, as appropriate.
10. Consults with psychiatrists and psychiatric nurse practitioners and attends medication reviews as needed to present data and observations on consumer behavior and mood for medication

management.

11. May provide service delivery to persons with developmental disabilities experiencing emergencies, crises, and/or long term dysfunctional behaviors utilizing various modalities of treatment. May provide services to assigned consumers in their home, work site, day program, etc.
12. Performs other functions as assigned.

REQUIRED KNOWLEDGE AND SKILLS:

1. Thorough working knowledge of developmental disabilities and long term dysfunctional behaviors.
2. Thorough working knowledge of the DSM-V and the multi-axial system
3. Thorough working knowledge of varied interventions.
4. Good working knowledge of the probate court system, including processes and procedures for guardianships.
5. Demonstrates the capacity to work effectively within agency parameters.
6. Ability to write clear and concise evaluation reports, progress notes, and other necessary documentation
7. Participates with and accepts clinical and administrative supervision.
8. Engages consumers easily and establishes a therapeutic alliance early in the treatment process.

REQUIRED EDUCATION, TRAINING, AND EXPERIENCE:

Master's degree in psychology, social work or related human services required. Two years of professional experience in a behavioral health agency preferred.

LICENSES AND CERTIFICATIONS:

Must possess State of Michigan licensure as a Licensed Master Social Worker, Licensed Psychologist, Limited Licensed Psychologist or Licensed Professional Counselor.

Must qualify as a QIDP (Qualified Intellectual Disability Professional).

Possession of a Michigan driver's license required.

PHYSICAL REQUIREMENTS:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audio logical appliances, and devices to increase

mobility. Position may require physical intervention.

WORKING CONDITIONS:

Works in office conditions and travels throughout the county to access consumers in a variety of settings. May be exposed to volatile or disruptive behaviors.

2018 Employee Cost

		FTE	Wages	Benefits	TOTAL COST
Mental Health Clinician	CMH-T15	1.00	50,386.70	33,749.29	84,135.99

