



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, August 14, 2018 at 1:30 pm.**, for the regular August 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 Dannenberg
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. 2018 2nd Quarter Internal Outstanding Customer Service Award Recipient, Jared Hayward
 - B. **Public Hearing on the FY 2018 Edward Byrne Memorial Justice Assistance Formula Grant (JAG)**
Suggested Motion:
 - a. To open the Public Hearing to receive comments on the 2018 Edward Byrne Memorial Justice Assistance Formula Grant (JAG).
 - b. To close the Public Hearing on the 2018 Edward Byrne Memorial Justice Assistance Formula Grant (JAG).
7. Approval of Agenda
8. Actions and Reports
 - A. Consent Resolutions:

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 the County Clerk/Register

1. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the Minutes of the [July 24, 2018 Board of Commissioners meeting](#).
2. [Correspondence Log 468](#)
Suggested Motion:
To receive for information the Correspondence Log.

From Administration

3. [Accounts Payable for July 16- Aug 3, 2018](#)
Suggested Motion:
To approve the general claims in the amount of \$6,819,825.47 as presented by the summary report for July 16 - August 3, 2018.

B. Action Items:

From Administration

1. [Tax Allocation Ballot Language Resolution](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution approving the Tax Allocation Board's recommended ballot language for the November 6, 2018 election.
2. [Auxiliary ISF Funding Agreement](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement with Ottawa County, other Participating Community Stakeholders and the Lakeshore Regional Entity to Provide Auxiliary ISF Funding for the State of Michigan Region 3 Prepaid Inpatient Health Plan.

From the Planning and Policy Committee

4. [Hager Rental Building Roof](#)
Suggested Motion:
To receive bids for roof repairs to the Hager Park rental building and accept the low bid from Pel Construction LLC in the amount \$79,613.20 with funding from the Parks & Recreation budget.

5. [Ottawa County Central Dispatch NextGen Selective Router Resolution](#)

Suggested Motion:

To approve and forward to the Board of Commissioners a resolution establishing an Administrative Finding that Peninsula Fiber Network, LLC and or its affiliate PFN NextGen 911 Services LLC, shall be the primary 9-1-1 service supplier, employing a common network that enables all other service suppliers within the 911 Plan's Service District to be selectively routed and otherwise access the 9-1-1 system and the primary PSAPs identified in the Plan.

C. Appointments: None

D. Discussion Items: None

9. Report of the County Administrator
10. General Information, Comments, and Meetings Attended
11. Public Comments
12. Adjournment

Ottawa County Board of Commissioners

Notice Of Public Hearing

FY 2018 Edward Byrne Memorial Justice Assistance Formula Grant (JAG) Program

Please take notice that a Public Hearing will be held before the Ottawa County Board of Commissioners on the proposal of Ottawa County and/or Ottawa County Sheriff's Office to utilize \$44,155.00 of FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to fund training and radios. The Public Hearing will be held:

Ottawa County Board of Commissioners Meeting

Tuesday, August 14, 2018

At 1:30 PM

at

West Olive Administration Building

Board Room

12220 Fillmore St.

West Olive, Michigan

This Public Hearing will be held as part of the regularly scheduled meeting of the Ottawa County Board of Commissioners set for that date and time. This Public Hearing is being held to comply with the requirements of federal law pertaining to the use of funds from the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program.

Justin F. Roebuck
Ottawa County Clerk/Register
414 Washington Avenue
Grand Haven, Michigan 49417
(616) 846-8310

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
JULY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, July 24, 2018, at 1:30 p.m. and was called to order by the Chair.

Commissioner Fenske pronounced the invocation.

The Clerk/Register 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, Kelly Kuiper, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

Public Comments and Communications from County Staff

1. Alan Vanderberg introduced John Shay, the new Deputy County Administrator.
2. Lisa Stefanovsky, Health Officer, passed out a copy of Local Resources for information about resources closest to where you live. She also briefly talked about the My Community Dental Center Clinic in Grand Haven opening soon.

B/C 18-137 Matthew Fenske moved to approve the agenda of today as presented and amended adding Action Item #8 – Resolution Establishing Depositories of Public Monies. The motion passed.

B/C 18-138 Roger Bergman moved to approve the following Consent Resolutions:

1. To approve the Minutes of the July 10, 2018 Board of Commissioners meeting and the July 10, 2018 Board of Commissioners Work Session.
2. To approve the general claims in the amount of \$4,900,752.71 as presented by the summary report for July 2 – 13, 2018.
3. To approve the 2018 budget adjustments per the attached schedule.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Frank Garcia, Kelly Kuiper, James Holtvluwer, Roger Bergman, Donald Disselkoen, Michael Haverdink, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Gregory DeJong. (11)

B/C 18-139 Philip Kuyers moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Non-Motorized Pathway Grant Agreement and Project Estimate with the Ottawa County Road Commission for the 42nd Avenue segment of Grand River Greenway Idema Explorers Trail with funding from the Parks and Recreation Budget. The motion passed as shown by the following votes: Yeas: Michael Haverdink, James

Holtvluwer, Donald Disselkoen, Philip Kuyers, Roger Bergman, Kelly Kuiper, Joseph Baumann, Matthew Fenske, Allen Dannenberg, Frank Garcia, Gregory DeJong. (11)

- B/C 18-140 Philip Kuyers moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Lease Agreement with the Land Conservancy of West Michigan for lease of 157 acres of land, known as Ottawa Sand, anticipated to be acquired by the Land Conservancy of West Michigan on or before August 1, 2018. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Frank Garcia, Allen Dannenberg, Roger Bergman, Donald Disselkoen, Michael Haverdink, Kelly Kuiper, Joseph Baumann, Matthew Fenske, Gregory DeJong. (11)
- B/C 18-141 Philip Kuyers moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Access Easement Agreement with the Land Conservancy of West Michigan for access to property being acquired from Ottawa Sand, LLC. The motion passed as shown by the following votes: Yeas: Frank Garcia, Matthew Fenske, Donald Disselkoen, Allen Dannenberg, Michael Haverdink, Kelly Kuiper, James Holtvluwer, Joseph Baumann, Philip Kuyers, Roger Bergman, Gregory DeJong. (11)
- B/C 18-142 Donald Disselkoen moved 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 \$84,185.99. The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Matthew Fenske, Kelly Kuiper, Michael Haverdink, Frank Garcia, Roger Bergman, James Holtvluwer, Donald Disselkoen, Philip Kuyers, Gregory DeJong. (11)
- B/C 18-143 Donald Disselkoen moved to approve the request from the Sheriff's Officer to add two (2) 1.0 FTE (POAM NON-312) Corrections Deputies for an additional cost of \$662.15. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Kelly Kuiper, Michael Haverdink, Frank Garcia, Donald Disselkoen, Matthew Fenske, Allen Dannenberg, Roger Bergman, Joseph Baumann, Gregory DeJong. (11)
- B/C 18-144 Donald Disselkoen moved to approve the request from the Sheriff's Office to add one (1) 1.0 FTE (POLC 312 – Road Patrol) Road Patrol Deputy to be used as a school resource officer at Jenison Public Schools at a cost of \$85,174.27. The motion passed as shown by the following votes: Yeas: Matthew Fenske, Donald Disselkoen, Philip Kuyers, Frank Garcia, James Holtvluwer, Joseph Baumann, Roger Bergman, Kelly Kuiper, Allen Dannenberg, Michael Haverdink, Gregory DeJong. (11)
- B/C 18-145 Donald Disselkoen moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement between Sentinel Technologies, Inc. and Ottawa County for the CISCO Voice and Network project in the amount of \$784,837.82 and five year maintenance costs of \$217,805. The motion passed as shown by the following votes: Yeas: Donald Disselkoen, Matthew Fenske, Joseph Baumann, Philip Kuyers, Frank Garcia, Kelly Kuiper, Allen Dannenberg, Roger Bergman, James Holtvluwer, Michael Haverdink, Gregory DeJong. (11)

B/C 18-146 Donald Disselkoen moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution enabling the Ottawa County Treasurer to deposit all public funds in approved financial institutions, and exercise any necessary contracts for the same, for the benefit of Ottawa County. The motion passed as shown by the following votes: Yeas: Joseph Baumann, Frank Garcia, Kelly Kuiper, James Holtvluer, Roger Bergman, Donald Disselkoen, Michael Haverdink, Philip Kuyers, Allen Dannenberg, Matthew Fenske, Gregory DeJong. (11)

Discussion Items

1. 2018 Citizens Survey Executive Summary – John Cavanagh, EPIC – MRA, presented the 2018 Ottawa County Citizen Survey. 400 Ottawa County registered voters were interviewed. Ottawa County roads have become the biggest concern from citizens.

The Administrator’s report was presented.

Several Commissioners commented on meetings attended and future meetings to be held.

B/C 18-147 Joseph Baumann moved to adjourn at 3:24 p.m. 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: 08/14/2018
Requesting Department: County Clerk/Register of Deeds Office
Submitted By: Misty Cunningham
Agenda Item: Correspondence Log 468

Suggested Motion:

To receive for information the Correspondence Log.

Summary of Request:

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 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *Alan G. Vansuberg*

Committee/Governing/Advisory Board Approval Date:

CORRESPONDENCE LOG			
Date	Correspondent	Content	Referred To
7/20/2018	BAY CO BOC	RESOLUTION OPPOSING HB6049/SB 1025	ADMINISTRATOR, COMMISSIONERS
7/20/2018	WASHTENAW CO BOC	RESOLUTION OPPOSING EXTRACTION OF MI WATERS	ADMINISTRATOR, COMMISSIONERS
7/18/2018	LEELANAU COUNTY BOC	RESOLUTION OPPOSING SB1031	ADMINISTRATOR, COMMISSIONERS
7/2/2018	WEXFORD COUNTY BOC	RESOLUTION OPPOSING HB 6049 AND SB 1025	ADMINISTRATOR, COMMISSIONERS
7/2/2018	GOGEBIC COUNTY BOC	RESOLUTION OPPOSING HB6049 & SB1025	ADMINISTRATOR, COMMISSIONERS
6/28/2018	MONTMORENCY CO BOC	RESOLUTION OPPOSING HB 6049 & SB 1025	ADMINISTRATOR, COMMISSIONERS
6/21/2018	OSCEOLA CO BOC	RESOLUTION OPPOSING AMENDATORY LEGISLATION TO MI PA 93 OF 2013	ADMINISTRATOR, COMMISSIONERS
6/21/2018	SAGINAW CO BOC	RESOLUTION - MI INDIGENT DEFENSE COMMISSION	ADMINISTRATOR, COMMISSIONERS
6/14/2018	BERRIEN COUNTY BOC	RESOLUTION OPPOSING HB 6049 & SB 1025	ADMINISTRATOR, COMMISSIONERS
5/30/2018	MACKINAC CO BOC	RESOLUTION OPPOSING AMENDATORY ELG TO MI PA ACT 93 OF 2013	ADMINISTRATOR, COMMISSIONERS
5/24/2018	BAY COUNTY BOC	RESOLUTION OPPOSING AMENDATORY LEGISLATION TO MI PA 93 OF 2013	ADMINISTRATOR, COMMISSIONERS
5/21/2018	ALLEGAN CO BOC	RESOLUTION OPPOSING AMENDATORY LEGISLATION TO MI PA 93 OF 2013	ADMINISTRATOR, COMMISSIONERS
6/1/2018	DIANA VANSLYKE, HUDSONVILLE CITY CLERK	NOTICE OF PUBLIC HEARING	ADMINISTRATOR, HAVERDINK
6/28/2018	MONTMORENCY CO BOC	RESOLUTION OPPOSING SB1031	ADMINISTRATOR, COMMISSIONERES
From:	To:		
5/15/2018		7/20/2018	

Action Request



Committee: Board of Commissioners

Meeting Date: 08/14/2018

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for July 16- Aug 3, 2018

Suggested Motion:

To approve the general claims in the amount of \$6,819,825.47 as presented by the summary report for July 16 - August 3, 2018.

Summary of Request:

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

Financial Information:

Total Cost: \$6,819,825.47	General Fund Cost: \$6,819,825.47	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. Vandenbergh*

Committee/Governing/Advisory Board Approval Date:

Total CHECKS | EFTs | WIRES



Ottawa County
Where You Belong[®]

Dates: July 16, 2018
to August 3, 2018

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:

\$6,819,825.47

Karen Karasinski

Karen Karasinski

Fiscal Services Director

8.6.18

Date

We hereby certify that the Board of Commissioners has approved
the claims on Tuesday, August 14, 2018


Greg DeJong, Chairperson

Board of Commissioners

Justin Roebuck


Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES

	Dates: July 16, 2018 to August 3, 2018	
Total of all funds:		\$6,819,825.47

0000	TREASURY FUND	0.00
1010	GENERAL FUND	872,496.42
1500	CEMETERY TRUST	5,887.75
2081	PARKS & RECREATION	810,040.38
2160	FRIEND OF COURT	15,026.11
2180	OTHER GOVERNMENTAL GRANTS	60,202.83
2210	HEALTH	80,933.96
2220	MENTAL HEALTH	1,031,648.31
2221	MENTAL HEALTH MILLAGE	96,567.99
2225	SUBSTANCE USE DISORDER	211,313.51
2271	SOLID WASTE CLEAN-UP	20,197.96
2272	LANDFILL TIPPING FEES	6,652.32
2340	FARMLAND PRESERVATION	979.31
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	1,061.00
2602	WEMET	10,810.44
2630	SHERIFF GRANTS & CONTRACTS	50,421.81
2631	CONCEALED PISTOL LICENSING	0.00
2901	DEPT OF HUMAN SERVICES	2,903.28
2920	CHILD CARE - PROBATE	124,384.00
2970	DB/DC CONVERSION	0.00
3010	DEBT SERVICE	0.00

Total CHECKS | EFTs | WIRES

	Dates: July 16, 2018 to August 3, 2018	
Total of all funds:		\$6,819,825.47

4020	CAPITAL IMPROVEMENTS	172,176.89

5160	DELINQUENT TAXES	12,110.90

5360	LAND BANK AUTHORITY	0.00

6360	INNOVATION & TECHNOLOGY	131,995.86

6450	DUPLICATING	2,815.00

6550	TELECOMMUNICATIONS	19,287.69

6770	PROTECTED SELF-FUNDED INSURANCE	0.00

6771	EMPLOYEE BENEFITS	936,827.03

6772	PROTECTED SELF-FUNDED UNEMPL INS.	6,270.00

6775	LONG-TERM DISABILITY INSURANCE	0.00

6810	DB/DC CONVERSION FUND	-123,863.90

7010	TRUST & AGENCY	338,175.91

7015	TRUST & AGENCY JUVENILE COURT	803.45

7040	IMPREST PAYROLL	839,654.79

7210	LIBRARY PENAL FINE	749,943.90

7360	OPEB TRUST	49,411.53

6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00

8010	SPECIAL ASSESS. DRAINS	265,616.92

8011	DRAINS-CAPITAL PROJECTS FUND	16,060.87

8020	DRAINS-REVOLVING	0.00

8510	DRAINS-DEBT SERVICE FUND	0.00

8725	INLAND LAKE IMPROVEMENT	1,011.25

8800	BROWNFIELD REDEVELOPMENT AUTHORITY	0.00

Total		\$6,819,825.47

Action Request



Committee: Board of Commissioners

Meeting Date: 08/14/2018

Requesting Department: Corporate Counsel

Submitted By: Doug Van Essen

Agenda Item: Tax Allocation Ballot Language Resolution

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Resolution approving the Tax Allocation Board's recommended ballot language for the November 6, 2018 election.

Summary of Request:

The Constitutional 15 mills for local government can be allocated by a vote of the people for a fixed period of time or annually by a Tax Allocation Board. Ottawa County used to be one of the 70 plus counties that use a fixed allocation upon a vote of the people. In around 1997, this changed and for the past 20 years, the TAB, composed of appointees from the townships, ISD and county has annually met and typically ratified the same allocation each year. This year, the TAB has recommended that Ottawa County return to a fixed allocation for ten years, which was what the County used in the past. This requires voter approval, which will also have the effect of returning the allocation to the constitutional levels for the first year. The allocation is not itself a tax levy. It merely authorizes the townships, county and ISD to levy their constitutional millage up to the allocated amount. Each unit will subsequently make their own decision. The advantages of this approach is that it lets' the people allocate by ballot; it is more stable and allows better planning by the local units because they know to expect for ten years; and it treats the remaining local portion of the property tax to be restored to the constitutional levels every ten years. The Local component, which is a little less than six mills will begin Headlee rollbacks after the first year. The State component, which is 6 mills, is never rolled down. If the ballot fails, the TAB will continue to meet annually.

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 G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:

**STATE OF MICHIGAN
COUNTY OF OTTAWA**

RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 14th day of August, 2018, at 1:30 p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS MCL §211.205c authorizes a county tax allocation board to petition the county board of commissioners to place a fixed millage allocation of the constitution's mills on the ballot for the voters to set in lieu of allocations made on an annual basis by the county tax allocation board;

WHEREAS the constitutional millage in Ottawa County after Proposal A is 5.613 mills, and this millage was approved by the voters previously and since 1997 has been allocated annually by the Ottawa County Tax Allocation Board;

WHEREAS the Ottawa County Tax Allocation Board has petitioned that the Ottawa County Board of Commissioners return the allocation process to the voters as follows:

“The 2018 Ottawa County Tax Allocation Board in the County of Ottawa, State of Michigan, petitions the Ottawa County Board of Commissioners to place before the voters of this County, the question of establishing separate tax limitation millage rates for a period of ten years beginning in the tax year of 2019 and concluding at the end of the tax year of 2028 for Ottawa County, the townships and Intermediate School District within Ottawa County, the aggregate of which shall not exceed 5.613 mills, as follows:

	Mills
County of Ottawa:	4.440
Townships:	1.051
Intermediate School District:	<u>.122</u>
 Total:	 5.613”

BE IT FURTHER RESOLVED that the Ottawa County Tax Allocation Board recommends that the Ottawa County Board of Commissioners approve the following ballot language for submission to the voters at the November 6, 2018 election:

Ballot Question

“Shall separate tax limitations be established for a period of ten (10) years, beginning in the 2019 tax year and ending at the end of the 2028 tax year, for the County of Ottawa the townships and intermediate School District within the Ottawa County, the aggregate of which shall not exceed 5.613 mills as follows:

	Mills
County of Ottawa	4.440
Townships	1.051
Intermediate School District	<u>.122</u>
Total	5.613
Yes ()	
No ()”	

WHEREAS the Ottawa County Clerk/Register has certified that the ballot question above meets the requirements of MCL §211.205c and under that statute, the Ottawa County Board of Commissioners must place the proposed ballot question on the next available general election ballot, which presently is November 6, 2018;

WHEREAS for educational purposes the Ottawa County Board of Commissioners notes that advocates and opponents have argued that the alleged benefits and negatives associated with a fixed voter allocation of the constitutional millage compared with an annual allocation by the tax allocation board include the following:

1. A voter fixed allocation is more directly democratic because the voters set the millage rather than an appointed tax allocation board;
2. A tax allocation board allocation may enable more study of relative needs of the units of local government affected before the allocation is made;
3. A voter fixed allocation for ten years is more certain than an annual allocation, thereby allowing the affected units more certainty in future revenue planning;
4. Although not per se a tax increase, a voter fixed allocation allows the affected local units the discretion to levy the entire constitutional amount allocated, unaffected by accumulated Headlee roll downs before the vote, however, this only equalizes the local portion of the constitutional millage with the 6 mill state component which is not subject to Headlee roll downs;
5. A voter fixed allocation simplifies local government by eliminating the need for an annual tax allocation board;
6. The voter fixed allocation recommended by the Tax Allocation Board allocates the local constitutional millage in the manner historically approved by the Tax Allocation Board, which will then remain constant for ten (10) years;

WHEREAS aside from noting the educational facts above, the Ottawa County Board of Commissioners has no role in recommending or opposing a voter fixed allocation and leaves the matter to the sound discretion of the Ottawa County voters;

NOW, THEREFORE, IT IS RESOLVED that the Ottawa County Board of Commissioners accepts the petition of the Ottawa County Tax Allocation Board and directs the Ottawa County Clerk/Register to place the above "Ballot Question" on the November 6, 2018 ballot;

BE IT FUTHER RESOLVED that the County Clerk/Register and County Administrator take any additional measures necessary to implement this resolution and this resolution replaces, modifies or supersedes all contrary resolutions of the Ottawa County Board of Commissioners.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED

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

Justin F. Roebuck,
Ottawa County Clerk/Register

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/14/2018
Requesting Department:	Administrator's Office
Submitted By:	Doug Van Essen
Agenda Item:	Auxiliary ISF Funding Agreement

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement with Ottawa County, other Participating Community Stakeholders and the Lakeshore Regional Entity to Provide Auxiliary ISF Funding for the State of Michigan Region 3 Prepaid Inpatient Health Plan.

Summary of Request:

The problem with local and state government participating in Medicaid is that it is a federal entitlement program that isn't concerned about deficits and local government cannot deficit spend. The LRE is the State's effort to push the entitlement/funding deficit risk to local government, which is fundamentally inappropriate. However, we have a system with many of our most vulnerable dependents in it. For FY 18/19, the LRE is contracting with a private entity to take a good portion of the risk. The problem is FY17/18 will likely end in a deficit. To cover this deficit, the LRE has cobbled together a number of private and public parties to contribute to its risk augmentation fund. First, you should know, the only risk we have is until Sept 30 and is limited to our accumulated GF funds up to \$250K. Second, I negotiated two important changes for Ottawa (only) consistent with our view of our constitutional debt limitations:

2.4 addition: Notwithstanding anything to the contrary above, the contributions required of Ottawa County and the Ottawa County Community Health Service Provider are limited to its pro-rata assignment calculated according to the formula above or to funds necessary to cover an operating deficit associated with the LRE's services to enrollees in the LRE PIHP who are Ottawa County consumers, whichever is less.

8.8 addition: Nothing herein shall be construed as a waiver by the Participating Community Stakeholders of their right to seek reimbursement from the Department for any contribution the Stakeholders have made that is not reimbursed by the LRE.

With these changes, I endorse this agreement in light of the need to preserve the system and make orderly changes without compromising our core values.

Financial Information:

Total Cost: \$250,000.00	General Fund Cost: \$250,000.00	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 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

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

Committee/Governing/Advisory Board Approval Date:

AUXILIARY ISF FUNDING AGREEMENT
FOR THE STATE OF MICHIGAN REGION 3 PREPAID INPATIENT HEALTH PLAN

This AGREEMENT TO PROVIDE AUXILIARY ISF FUNDING FOR THE STATE OF MICHIGAN REGION 3 PREPAID INPATIENT HEALTH PLAN (the “**Agreement**”) is made and entered into this ___ day of July, 2018, by and among the Lakeshore Regional Entity, a Michigan non-profit corporation (“**LRE**”), and certain **Participating Community Stakeholders** including the County of Kent (“**Kent**”), the County of Ottawa (“**Ottawa**”), each a Michigan constitutional corporation, Network 180 (Kent County Community Mental Health Service Provider)--an independent authority created pursuant to MCLA 330.1204, Ottawa County Community Mental Health Service Provider--a department of Ottawa County, the Grand Rapids Community Foundation--a Michigan non-profit corporation, the DeVos Foundation--a Michigan non-profit corporation, Arbor Circle Corporation a Michigan non-profit corporation (“**Arbor Circle**”), Hope Network Corporation, a Michigan non-profit corporation (“**Hope Network**”), Ottagan Addictions Recovery, Inc.,-a Michigan non-profit corporation (“**OAR**”), Pine Rest Christian Mental Health Services--a Michigan non-profit corporation (“**Pine Rest**”), Spectrum Services--a Michigan non-profit corporation (“**Spectrum Services**”), Pioneer Resources, Inc.--a Michigan non-profit corporation (“**Pioneer Resources**”), D.A. Blodgett St. John’s Homes and Hope for Children--a Michigan non-profit corporation (“**St. John’s**”), Goodwill Industries of Grand Rapids Foundation--a Michigan non-profit corporation (“**Goodwill**”) and MOKA--a Michigan non-profit corporation (“**MOKA**”). The State of Michigan Department of Health and Human Services, a principal department of state government created by Executive Reorganization Order No. 2015-4 (the “**Department**”) is understood to independently acknowledge the terms, intent and objectives of this Agreement.

RECITALS

WHEREAS, the State of Michigan (the “**State**”) is the recipient of funds from the United States Centers for Medicare and Medicaid Services (“**CMS**”) within the Department of Health and Human Services for the provision of certain behavioral and mental health services to qualified residents of the State pursuant to the Michigan Medicaid State Plan (the “**Plan**”); and

WHEREAS, the Department is the Single State Agency under 42 C.F.R. 431.10 responsible for the administration and implementation of the Plan; and

WHEREAS, pursuant to Act 107, Public Acts of Michigan, 2013, the State created the Healthy Michigan program, which provides funding for the provision of certain health care services for Michigan residents who do not qualify for or are not enrolled in other Medicaid programs; and

WHEREAS, LRE is the Region 3 Prepaid Inpatient Health Plan (a “**PIHP**”) responsible for the administration of all behavioral health Medicaid and Healthy Michigan (collectively, the “**Programs**”) funding in the seven county region consisting of Allegan, Kent, Ottawa, Lake, Oceana, Mason and Muskegon counties pursuant to a contract with the Department; and

WHEREAS, LRE is a capitated risk bearing funder of the Programs across the seven county region and as such is to maintain an acceptable risk management plan as protection against material deviations in the cost and demand for the services it provides (“operating deficits”); and may provide such an acceptable risk management plan through the use of pledged assets, reinsurance or the use of a risk reserve funded with an internal reserve fund (“ISF”); and

WHEREAS, LRE established its risk management plan through the contributions of whatever reserve funds were available from the various Community Mental Health Members within its region when the current PIHP system and the LRE were established in 2014, however, the capitated funds received by the LRE to provide services under the Programs were inadequate to cover the costs of service in the Programs resulting in operating deficits that exhausted the available funds in the LRE ISF over the fiscal years 2015, 2016, and 2017; and

WHEREAS, the LRE entered fiscal year 2018 (October 1, 2017 – September 30, 2018) with no remaining funds in the ISF to cover possible operating deficits in fiscal year 2018 and thus the LRE has been deemed by the Department to no longer have risk bearing capacity for FY 2018 and as a consequence of this the Department has declared that unless a viable risk management plan is immediately identified and adopted for the remaining of FY 2018 the Department may be compelled to terminate the current structures for funding and providing the Programs in the region; and

WHEREAS, the LRE has adopted a formal resolution restructuring the management of all risk management and managed care functions performed by the LRE through an independent contracting arrangement with a qualified managed care entity (“MCE”) starting in fiscal year 2019 (October 1, 2018) which will call for the risk bearing strategy to be funded and implemented by the new selected MCE for fiscal years 2019 and thereafter; and

WHEREAS, while the LRE asserts that the ISF risk management system was never properly or adequately funded by the Department and the operating deficits experienced by the PIHP (as well as PIHPs across the state) were due in large part to inadequate annual funding of the Programs by the Department, and the Department disputes these assertions, both the LRE and the Department understand that if the structure for funding and providing the services for the Programs in the region through the LRE were terminated there would be a meaningful risk of interruption in services to individual clients, a destabilizing or demise of providers within the region, and a loss of the critical public role in the design and administration of these community services within the region; and

WHEREAS, the **Participating Community Stakeholders** have no legal or contractual duty to participate in stabilizing the Programs or to assure that there is an adequate LRE risk management plan in place for fiscal year 2018, yet they share a common interest in the stabilizing of the funding systems for these services within Region 3, in avoiding the risk of interruption in the critical services to individuals within the region, in avoiding the weakening or destabilizing of providers within the Region and in the preservation of the public role in the management of provision of the Programs across the Region. In recognition of this common commitment the **Participating Community Stakeholders** have voluntarily agreed to conditionally participate in a

funding system to supplement the PIHP ISF reserve system so as to assure continuity of services, stabilize the funding system and preserve the public character of the PIHP system in the Region.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. As used in this Agreement,

“Agreement” means this Agreement to Provide Auxiliary Funding for the State of Michigan Regional 3 Prepaid Inpatient Health Plan.

“Community Mental Health Service Provider” means an agency formed under MCLA 330.1204 for providing of mandated county mental health services required under applicable state and federal laws.

“Department” means the State of Michigan Department of Health and Human Services, a principal department of state government created by Executive Reorganization Order No. 2015-4.

“Effective Date” has the meaning assigned in Section 4.1.

“Fund” means the LRE Auxiliary ISF Fund established and governed by the terms of this Agreement.

“ISF” means internal service fund, a risk management reserve fund available to the PIHP solely for purposes of covering operating deficits in the provision of Program services.

“LRE” means the Lakeshore Regional Entity, a Michigan non-profit corporation.

“Operating Deficits” means a net loss in operations in a fiscal year after accounting for all available revenues and all obligations and expenses.

“Participating Community Stakeholders” means, collectively, Network 180 (Kent County Community Mental Health Service Provider), an independent authority created pursuant to MCLA 330.1204, Ottawa County Community Mental Health Service Provider, a department of Ottawa County, the Grand Rapids Community Foundation a Michigan non-profit corporation, the DeVos Foundation, a Michigan non-profit corporation, Arbor Circle Corporation, a Michigan non-profit corporation (“Arbor Circle”), Hope Network Corporation, a Michigan non-profit corporation (“Hope Network”), Ottagan Addictions Recovery, Inc., a Michigan non-profit corporation (“OAR”), Pine Rest Christian Mental Health Services, a Michigan non-profit corporation (“Pine Rest”), Spectrum Services, a Michigan non-profit corporation (“Spectrum Services”), Pioneer Resources, Inc., a Michigan non-profit corporation (“Pioneer Resources”), D.A. Blodgett St. John’s Homes and Hope for Children, a Michigan non-profit corporation (“St. John’s”), Goodwill Industries of Grand Rapids Foundation, a Michigan non-profit corporation (“Goodwill”) and MOKA, a Michigan non-profit corporation (“MOKA”).

“PIHP” means a Prepaid Inpatient Health Plan as the term is used in federal regulations and State of Michigan law.

“Plan” means the Michigan Medicaid State Plan.

“Qualified Revenues” means the Bonus Participation Incentive Payments paid annually to LRE by the Department and that component of the capitated rates paid by the Department to the LRE as contributions to fund the risk management plan of the PIHP.

“State” means the State of Michigan.

ARTICLE II **AUXILIARY ISF FUND**

Section 2.1. Fund and Accounts. There is hereby established the LRE Auxiliary ISF Fund (the “**Fund**”), to be funded by contributions from each **Participating Community Stakeholder**. The Fund is to be managed by the LRE and shall be used solely for the purposes of providing supplementation of the LRE’s existing ISF and only for purposes allowed for such ISF account. No such funds may be acquired by the State or Department for any purpose but covering FY 2018 operating deficiencies of the LRE.

Section 2.2. Contributions. Each **Participating Community Stakeholder** commits to contribute on a pro rata basis based on their commitment in proportion to the whole of all commitments to the Fund such amounts as are requested by the LRE under Paragraph 2.4 of this Agreement not to exceed the following maximum contribution levels:

See Attached Exhibit A

If the Department does not expressly consent to and assure the availability of Qualified Revenues to repay these funding contributions beyond the available Qualified Revenues for FY 2018 then the contribution commitments of each **Participating Community Stakeholder** is limited to their percentage share of a total of \$2.0 million in contributions. Any **Participating Community Stakeholder** participating ration shall not exceed that County’s percentage of that County’s enrollees as a ratio of all regional enrollees. If the Department expresses its acceptance and commitment to the LRE using Qualified Revenues from Fiscal Year 2019 revenues as a means of additional repayment, then the contribution may be increased to \$4.0 million or the level of commitment, whichever is less.

Section 2.3. Management of Moneys in Funds and Accounts. Each contributing **Participating Community Stakeholder** agrees to set aside funds equal to the maximum amount of its commitment in accounts and investments that would reasonably assure availability of the funds when requested under Paragraph 2.4 of this Agreement.

Section 2.4. Draws on Commitments. If LRE has an operating deficit in the Programs at the end of fiscal year 2018, it shall first, obtain and apply all legally available resources to reduce

or eliminate the operating deficit including whatever funds may then be in its internal ISF, and second, if the operating deficit is not eliminated, LRE may request from the **Participating Community Stakeholders** a draw on the funding commitment to the extent of the remaining operating deficit. Each **Participating Community Stakeholder** commits to then promptly pay to the Auxiliary ISF Fund their pro rata share of the requested draw amount up to and not to exceed the maximum amount of the their commitment set forth in paragraph 2.2. All such paid funds may be used by the LRE solely for the purposes allowed in this Agreement, and are paid in consideration of an assignment of the Qualified Revenue of the LRE to the extent necessary to pay back the draw in its entirety. Notwithstanding anything to the contrary above, the contributions required of Ottawa County and the Ottawa County Community Health Service Provider are limited to its pro-rata assignment calculated according to the formula above or to funds necessary to cover an operating deficit associated with the LRE's services to enrollees in the LRE PIHP who are Ottawa County consumers, whichever is less.

Section 2.5. Repayment. LRE shall repay to each **Participating Community Stakeholder** the amount of their contributed funding to the Fund from all Qualified Revenues it receives and is to use all available Qualified Revenues to repay the contributions as soon as these funds become available to the LRE until the full amount of contributions have been repaid. Qualified Revenues may be used for no other purpose other than repaying the **Participating Community Stakeholder** until all **Participating Community Stakeholders** have been paid in full. As repayments are made they are to be distributed to each of the **Participating Community Stakeholders** in the same pro rata proportion as their contributions.

Section 2.6. Extinguishment of Commitments. Upon the expiration or earlier termination of this Agreement, the remaining **Participating Community Stakeholder** commitments to contribute to the Fund are extinguished.

ARTICLE III **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 3.1 LRE. LRE hereby warranties, represents and covenants that:

(i) LRE has full legal authority to enter into the Agreement and it shall use its best efforts to fully implement the purposes of the Agreement.

Section 3.2. Participating Community Stakeholders. Each **Participating Community Stakeholder**, individually, hereby warranties, represents and covenants that:

(i) **Each Participating Community Stakeholder** has full legal authority to enter into the Agreement and it shall use its best efforts to fully implement the purposes of the Agreement.

(ii) **Each Participating Community Stakeholder** understands that there is no absolute guarantee that the funding and payment arrangements contemplated in this Agreement will result in a complete pay back and return of the contribution to the **Participating Community Stakeholder**.

ARTICLE IV
EFFECTIVE DATE; TERM; RENEWAL; AND TERMINATION

Section 4.1. Effective Date. This Agreement shall become effective on the date (the “**Effective Date**”) each of the following have occurred (i) approval of the governing body of LRE; (ii) acknowledgment of the Department; and (iii) approval by the governing body of the **Participating Community Stakeholders**.

Section 4.2. Term. The Agreement shall become effective on the Effective Date. No draws may be requested of a Participating Community Stakeholder any later than May 1, 2019.

Section 4.3 Renewal. The Agreement shall not renew except upon the express written consent of all parties.

Section 4.4. Termination. This Agreement shall terminate and all obligations except for repayment obligations shall terminate on the earliest date any of the following events have occurred: (i) LRE no longer serves as the Region 3 Prepaid Inpatient Health Plan, either because it has determined to cease operation or the DHHS formally terminates the contract between the LRE and MDHHS, (ii) a majority measured by percentage of participation of the governing bodies of the **Participating Community Stakeholders** have voted to withdraw from the Agreement, and (iii) the Department has determined and notified LRE that the Agreement is in violation of the applicable regulations and contractual obligations.

Section 4.5. Amendments. This Agreement may be amended by the agreement of each of the parties hereto, which amendment shall become effective upon the occurrence of each of the events identified in Section 3.1 necessary for the original Agreement to become effective.

ARTICLE V
REPORTS

Section 5.1. Budget and Amendments. The LRE shall provide each party to this Agreement a copy of its annual budget, including any amendment, within ten (10) business days of approval by its Board of Directors.

Section 5.2. Audits. The LRE shall provide each party to this Agreement a copy of its annual audit within ten (10) business days of approval by its Board of Directors

ARTICLE VI
INDEMNIFICATION, LIABILITY, DAMAGES, AND INSURANCE

Section 6.1. Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, no party shall be liable to any other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement.

Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

ARTICLE VII
COOPERATION; DISPUTES

Section 7.1. Cooperation. The parties hereby agree to cooperate with each in order to effectuate the purposes of this Agreement.

Section 7.2. Informal Dispute Resolution. The parties will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. Except as otherwise set for herein, if such managers are unable to resolve the dispute within fifteen (15) business days of referral (or any other mutually agreed upon timeframe), the parties will seek resolution of such disputes pursuant to Section 7.3.

Section 7.3. Jurisdiction and Venue. Except as otherwise provided for herein, in the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute may be submitted to the courts of the State of Michigan or arbitration.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 8.2. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

Section 8.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 8.4. Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other

than those of the claiming party or its suppliers, that prevent the claiming party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

Section 8.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Amendment for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 8.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 8.7. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any party shall be sent to that party by first class mail. All such written notices shall be addressed to each other party's signatory to this Agreement. All correspondence shall be considered delivered to a party as of the date that the notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via certified mail to the party's last known legal address.

Section 8.8. Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Amendment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. Nothing herein shall be construed as a waiver by the Participating Community Stakeholders of their right to seek reimbursement from the Department for any contribution the Stakeholders have made that is not reimbursed by the LRE.

Section 8.9. Additional Participating Community Stakeholders. It is acknowledged that there may be additional Stakeholders who commit to participate after the date of the execution of this Agreement. The Parties agree that the terms and obligations of the Agreement remain binding and in effect even if additional Stakeholders sign on the Auxiliary ISF Fund with the further understanding that the addition of any Stakeholders or increases in the levels of commitment by existing Stakeholders will modify the percentage of participation if a cap is applied.

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This Agreement is executed by the parties on the dates indicated below.

LAKESHORE REGIONAL ENTITY

Date

By:
Its:

COUNTY OF KENT

Date

By:
Its:

COUNTY OF OTTAWA

Date

By:
Its:
By:
Its:

COUNTY OF OTTAWA CMH

Date

By:
Its:

NETWORK 180

Date

By:
Its:

GRAND RAPIDS COMMUNITY FOUNDATION

Date

By:
Its:

DEVOS FOUNDATION

Date

By:
Its:

ARBOR CIRCLE CORPORATION

Date

By:
Its:

Date

HOPE NETWORK CORPORATION

By:
Its:

Date

OTTAGAN ADDICTIONS RECOVERY

By:
Its:

Date

PINE REST CHRISTIAN MENTAL HEALTH SERVICES

By:
Its:

Date

SPECTRUM SERVICES

By:
Its:

Date

PIONEER RESOURCES, INC.

By:
Its:

Date

D.A. BLODGETT ST. JOHN'S HOMES AND HOPE FOR CHILDREN

By:
Its:

Date

GOODWILL INDUSTRIES OF GRAND RAPIDS FOUNDATION

By:
Its:

Date

MOKA

By:
Its:

Exhibit A

Participant	Amount	Percentage of the Fund
Kent County	\$1,500,000	51%
Ottawa CMH	\$250,000	8.53%
Network 180	\$250,000	8.53%
GR Foundation	\$500,000	17.06%
DeVos Foundation	\$250,000	8.53%
Arbor Circle	\$5,000	0.17%
Pine Rest	\$100,000	3.41%
Hope Network	\$5,000	0.17%
OAR	\$25,000	0.85%
Spectrum Services	\$5,000	0.17%
Pioneer Resources	\$5,000	0.17%
Goodwill	\$5,000	0.17%
St. John's	\$5,000	0.17%
MOKA	\$25,000	0.85%
TOTALS	\$2,930,000	100%

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Action Request



Committee: Board of Commissioners

Meeting Date: 08/14/2018

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Hager Rental Building Roof

Suggested Motion:

To receive bids for roof repairs to the Hager Park rental building and accept the low bid from Pel Construction LLC in the amount \$79,613.20 with funding from the Parks & Recreation budget.

Summary of Request:

The Ottawa County Parks & Recreation Commission (OCPRC) has solicited bids for construction services to modify and replace portions of the roof structure of the existing park rental building at Hager Park in Georgetown Township. This building contains two public rental spaces (The Vanderlaan Room and the DeVries Room) and is heavily used for wedding receptions, graduation parties, and other special events.

Constructed in the 1970's, the building is composed of an original 2,000 square foot rectangular building, and a larger addition composed of a matching rectangular building with a central connecting space. The building has an unusual roof system including both flat and sloped portions. This design has been problematic with ponding and multiple leaks at seams and connections that have required frequent and sometimes expensive maintenance and repairs.

This project addresses these problems with a combination of approaches including replacement of existing flat eaves of the roof with new sloped sections and covering the central portion of the building with a new sloped metal roof. Miscellaneous other repairs to the eaves and soffits are also included.

Financial Information:

Total Cost: \$79,613.20	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.

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 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:

Committee/Governing/Advisory Board Approval Date: 08/09/2018

Planning and Policy Committee



MEMORANDUM

Date: July 31, 2018
To: Ottawa County Board of Commissioners
From: Curt TerHaar, Coordinator of Park Planning & Development
RE: Hager Rental Building Roof

The Ottawa County Parks & Recreation Commission (OCPRC) has solicited bids for construction services to modify and replace portions of the roof structure of the existing park rental building at Hager Park in Georgetown Township. This building contains two public rental spaces (The Vanderlaan Room and the DeVries Room) and is heavily used for wedding receptions, graduation parties, and other special events.

Constructed in the 1970's, the building is composed of an original 2,000 square foot rectangular building, and a larger addition composed of a matching rectangular building with a central connecting space. The building has an unusual roof system including both flat and sloped portions. This design has been problematic with ponding and multiple leaks at seams and connections that have required frequent and sometimes expensive maintenance and repairs.

This project addresses these problems with a combination of approaches including replacement of existing flat eaves of the roof with new sloped sections and covering the central portion of the building with a new sloped metal roof. Miscellaneous other repairs to the eaves and soffits are also included.

Proposed motion:

To receive bids for roof repairs to the Hager Park rental building and accept the low bid from Pel Construction LLC in the amount \$79,613.20 with funding from the Parks & Recreation budget.

This request relates to a non-mandated activity and supports Goal #2 "To contribute to a healthy physical, economic and community environment," and Goal #4 "To continually improve the County's organization and services."

Action Request



Committee: Board of Commissioners

Meeting Date: 08/14/2018

Requesting Department: Administrator's Office

Submitted By: Al Vanderberg

Agenda Item: Ottawa County Central Dispatch NextGen Selective Router Resolution

Suggested Motion:

To approve and forward to the Board of Commissioners a resolution establishing an Administrative Finding that Peninsula Fiber Network, LLC and or its affiliate PFN NextGen 911 Services LLC, shall be the primary 9-1-1 service supplier, employing a common network that enables all other service suppliers within the 911 Plan's Service District to be selectively routed and otherwise access the 9-1-1 system and the primary PSAPs identified in the Plan.

Summary of Request:

This signifies the change over from 50-year old copper phone wires connecting to Dispatch from AT&T to fiber and all of the capacity and access that brings. The Kent and Allegan Boards of Commissioners have approved this and according to Tim Smith, Muskegon is moving in this direction as well.

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

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

Committee/Governing/Advisory Board Approval Date: 08/09/2018

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 County Building in West Olive, Michigan on the 14th day of August, 2018, at 1:30 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 Ottawa County Board of Commissioners (“Board”) is authorized under Michigan’s Emergency Telephone Service Enabling Act, 1986 PA 32, as amended (“Act”) and under authority provided by its Emergency Telephone Services Plan (“911 Plan”) to make administrative findings regarding among other things, the service suppliers providing 9-1-1 services within the 911 Plan’s Service District;

Now, Therefore, Be It Resolved, that the Board hereby makes an Administrative Finding that Peninsula Fiber Network, LLC and or its affiliate PFN NextGen 911 Services LLC, shall be the primary 9-1-1 service supplier, employing a common network that enables all other service suppliers within the 911 Plan’s Service District to be selectively routed and otherwise access the 9-1-1 system and the primary PSAPs identified in the Plan;

Be It Resolved, that all service suppliers shall cooperate with Peninsula Fiber Network, LLC or its affiliate PFN NextGen 911 Services LLC in order to facilitate the switchover to its common network, Next Generation Selective Router and other Next Generation 911 services, features and offerings as may be applicable or required herein;

Be It Further Resolved, that Peninsula Fiber Network, LLC and or its affiliate PFN NextGen 911 Services LLC is authorized and directed to work with the 911 Plan’s service suppliers, the Michigan Public Service Commission, State 911 Committee and State 911 Director and any other state, federal or local authority in order to effectuate and implement the provisions of this Administrative Finding, including but not limited to the identification for a specific date and time for the switchover to the Peninsula Fiber Network’s or its affiliate’s common network;

Be It Further Resolved, that this Resolution shall augment, supersede, modify or replace any inconsistent prior resolution or motion;

Be It Further Resolved, that the County Clerk shall send a copy of this resolution and its Administrative Findings to PFN and to each PSAP for which this finding applies, and emergency service provider as it deems necessary within the County.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED:

Gregory J. DeJong, Chairperson
Ottawa County Board of Commissioners

Justin F. Roebuck, Ottawa County Clerk