

Agenda
Planning and Policy Committee
West Olive Administration Building – Conference Room F
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, April 12, 2018
9:00 am

Public Comment:

Consent Items:

1. Approval of the Agenda
2. Approval of the minutes from the [March 8, 2018](#) Planning and Policy Committee meeting.

Action Items:

1. [Ottawa County Animal Control Ordinance](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Ottawa County Animal Control Ordinance.
2. [Fiber Optimized Government - Network \(FOG-Net\) Intergovernmental Agreement](#)
Suggested Motion:
To approve and forward to the Finance and Administration Committee the Intergovernmental Agreement between the local public entities of the City of Holland acting by and through its Board of Public Works, Grand Haven Area Public Schools, Ottawa Area Intermediate School District, and Ottawa County ("Participating Public Entities") to enter into this Intergovernmental Agreement ("IA") regarding a shared fiber optic network ("FON").
3. [Grant of Sidewalk Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Sidewalk Easement which grants an easement to Georgetown Township for a pathway connecting Hager Park to a Township sidewalk on 28th Avenue.

Discussion Items:

1. [For Information: Use of Wellness Center and Fitness Related Activities Policy](#)
2. Closed Session to Discuss Property Acquisition Pursuant to OMA Section 8d
Suggested Motion:
To go into closed session for the purpose of discussing property acquisition pursuant to OMA Section 8d.
(2/3 roll call vote required)
3. Legislative Issues
 - a. Current Legislative Priorities

Adjournment

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

PLANNING AND POLICY COMMITTEE

Proposed Minutes

DATE: March 8, 2018

TIME: 9:00 a.m.

PLACE: Fillmore Street Complex

PRESENT: Kelly Kuiper, Donald Disselkoen, Philip Kuyers

ABSENT: Michael Haverdink, Frank Garcia

STAFF & GUESTS: Alan Vanderberg, Administrator; Karen Karasinski, Fiscal Services Director; John Scholtz, Parks & Recreation Director; Curt TerHaar, Parks & Recreation; Sherri Sayles, Chief Deputy Clerk; Keith VanBeek, Assistant Administrator; Paul Sachs, Planning & Performance Improvement Director; Shannon Virtue, Planning & Performance Improvement; Troy & Cindy Schindlbeck

SUBJECT: CONSENT ITEMS

Approve by consent the agenda of today as presented and the minutes from the February 8, 2018 Planning and Policy Committee meeting.

SUBJECT: PURCHASE OF RECREATION MANAGEMENT SOFTWARE

PP 18-013 Motion: To receive and forward to the Board of Commissioners proposals for recreation management software and approve the Professional Services Agreement with PerfectMind, Inc. in the amount of \$40,100 for a five year contract with funding from the Parks and Recreation budget.
Moved by: Kelly Kuiper

UNANIMOUS

SUBJECT: GRANT APPLICATION – OTTAWA SAND PHASE II ACQUISITION PROJECT

PP 18-014 Motion: To approve and forward to the Board of Commissioners the Resolution authorizing submittal of the Ottawa Sand Phase II Acquisition Project grant proposal to the Michigan Natural Resources Trust Fund.
Moved by: Donald Disselkoen

UNANIMOUS

SUBJECT: GRAND RIVER EXPLORERS TRAIL ARCHAEOLOGICAL REVIEW

PP 18-015 Motion: To receive and forward to the Board of Commissioners proposals for archaeological review of trail routes along the Grand River Explorers Trail and approve the proposal from West Michigan Archaeological Consultants, LLC in the amount of \$22,827.02 with funding from the Parks and Recreation Budget.
Moved by: Kelly Kuiper

UNANIMOUS

SUBJECT: GRAND RIVER EXPLORERS TRAIL DESIGN & ENGINEERING

PP 18-016 Motion: To receive and forward to the Board of Commissioners the proposals from Prein & Newhof engineers in the amount of \$239,164, Viridis Design Group in the amount of \$85,750 and Moore & Bruggink consulting engineers in the amount of \$149,260 for design and engineering of non-motorized trail along the Grand River Explorers Trail – Eastmanville Connector Segment, Jenison Mill Segment and Ravines to Grand River Park Segment, respectively, with funding from the Parks and Recreation Budget.

Moved by: Donald Disselkoen

UNANIMOUS

SUBJECT: MICHIGAN NATURAL RESOURCES TRUST FUND GRANT PROJECT
AGREEMENT AND RESOLUTION – SPOONVILLE TRAIL PHASE II

PP 18-017 Motion: To approve and forward to the Board of Commissioners a Project Agreement and Resolution approving a Michigan Natural Resources Trust Fund Development grant award for the Spoonville Trail Phase II.

Moved by: Donald Disselkoen

UNANIMOUS

SUBJECT: ELIMINATION OF INFRASTRUCTURE PROGRAM FUND POLICY

PP 18-018 Motion: To approve and forward to the Board of Commissioners the recommendation to eliminate the Infrastructure Program Fund Policy for review and comment.

Moved by: Kelly Kuiper

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. For Information – Updated Travel and Meal Policy – Karen Karasinski explained the minor change made to the Travel and Meal Policy. The per diem for Traverse City was increased. Other changes may be coming in the future.
2. Closed Session to Discuss Property Acquisition Pursuant to OMA Section 8d –Not needed at this time.
3. Legislative Issues
 - a. Current Legislative Priorities – Alan Vanderberg highlighted a few of the Current Legislative Priorities. He reported Community Mental Health is still trying to resolve long-term funding issues. Paul Sachs will be presenting the Ground Water MSU Study at a Board Work Session. This is one of the biggest issues local government will see.

SUBJECT: ADJOURNMENT

Pp 18-019 Motion: To adjourn at 9:54 a.m.

Moved by: Kelly Kuiper

UNANIMOUS

Action Request



Committee: Planning and Policy Committee

Meeting Date: 04/12/2018

Requesting Department: Corporation Counsel

Submitted By: Doug Van Essen

Agenda Item: Ottawa County Animal Control Ordinance

Suggested Motion:

To approve and forward to the Board of Commissioners the Ottawa County Animal Control Ordinance.

Summary of Request:

The attached Ordinance provides for the collection of stray and unwanted animals, licensing and rabies vaccination of dogs, issuance of health permits for dog kennels, regulation of animal behavior and the keeping of animals, impoundment of animals, and the establishment of a public spay/neuter clinic. Most counties have such an ordinance to expand the rudimentary protections of state law. Ottawa County has not had such an ordinance, leaving deputies with only the ability to write misdemeanor infraction tickets instead of civil infractions under an ordinance. This Ordinance will increase tickets for failure to license dogs.

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 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

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

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY
ANIMAL CONTROL ORDINANCE

[Adopted on _____, 2018]

WHEREAS the control, regulation and protection of animals is important in protecting the public health of Ottawa County citizens and their interests;

WHEREAS, the following Ordinance provides for the collection of stray and unwanted animals, licensing and rabies vaccination of dogs, issuance of health permits for dog kennels, regulation of animal behavior and the keeping of animals, impoundment of animals, and the establishment of a public spay/neuter clinic:

NOW, THEREFORE, the Ottawa County Board of Commissioners ordains as follows:

ARTICLE I – General Provisions

Short Title. This Ordinance may be known as and may be cited and referred to as “The Ottawa County Animal Control Ordinance.”

Limitations. This Ordinance shall not be construed to apply within any city or township which has adopted an animal control ordinance pursuant to MCL §287.290.

Authority. The authority for this Ordinance is found in 1919 Public Act No. 339, being MCL §4287. 261 et seq, 1978 Public Act No. 368, Part 24, being MCL §333.2435-§333.2441 and MCL §46.11(j).

Agents. Whenever a power is granted to, or a duty is imposed upon the Sheriff, the power may be exercised, or the duty performed, by a deputy duly appointed by the Sheriff to exercise such power, or to perform such duty unless this Ordinance expressly provides otherwise.

Establish Guidelines. The Sheriff may establish guidelines and policies concerning the interpretation of these Ordinances. The guidelines and policies shall be subject to review and approval by the Board of Commissioners, prior to implementation.

Severability. The various sections, paragraphs, sentences, clauses, and phrases of these Ordinances are hereby declared severable. If a court of competent jurisdiction adjudges any section, paragraph, sentence, clause, or phrase unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

Replacement. Adoption of this Ordinance rescinds, revokes, supersedes and replaces any prior County ordinance, resolution or regulation covering these topics.

ARTICLE II – Definitions

Definitions. Whenever the following terms are used they shall have the meanings set forth in this article.

1. **“Aggressive Animal”** shall mean an animal that exhibits menacing behavior on public or private property including that of its owner or keeper. “Menacing behavior” shall include, but not be limited to: charging, scratching, toppling, teeth-baring, snapping, growling, or other predatory mannerisms, directed at a person or other animal in a place where the person or other animal is legally entitled to be.

2. **“Animal Control Officer”** shall mean any the individual appointed by the Ottawa County Sheriff who is hereby designated to work with the Director and to otherwise enforce this Ordinance and the 1919 Dog Law.

3. **“Animal Shelter”** shall mean the animal boarding facility used by Ottawa County to house stray or unwanted animals. The Ottawa County Board of Commissioners may contract for the use of another county’s or entity’s animal control shelter.

4. **“Dangerous Animal”** shall mean an animal that bites or otherwise causes serious injury to a person or other animal on public or private property when the injured person or other animal is legally entitled to be, including the property of the animal’s owner or custodian. An animal that is intentionally trained or conditioned to fight or guard, except for animals trained for law enforcement or services purposed which engaged in the activities for which they were trained, shall be considered a dangerous animal.

5. **“Director”** shall mean the Director of the Ottawa County Health Department or his/her designee.

6. **“Department”** shall mean the Ottawa County Health Department.

7. **“Dog Kennel”** shall mean any establishment which keeps on boards dogs for profit whether for breeding, sale or sporting purposes.

8. **“Nuisance Animal”** shall mean an animal running at large, on public or private property other than that of its owner or keeper, whose behavior constitutes a nuisance. Nuisance behavior shall include, but not be limited to: (a) biting or otherwise making physical contact with a person or other animal in a harassing manner; (b) urinating or defecation without the collection by the owner or keeper; or (c) damaging inanimate personal property.

9. **“Owner”** when applied to the proprietorship of an animal for the purpose of this Ordinance, shall mean any person who has a right of property in an animal, or any person who permits an animal to remain on or about any premises for seven consecutive days.

10. “**Person**” shall mean an individual person, a firm, partnership, corporation, trust or any association of persons.

Exceptions

An animal shall not be considered a nuisance, aggressive or dangerous animal where its offending act is caused by; (a) an illness or injury suffered by the animal at the time of the act; (b) the negligent or reckless conduct of any person to whom the act is directed; (c) lawful hunting while the animal is under the control of its owner or custodian; or (d) defense of the animal’s owner or members of the owner’s family or household, or their property.

ARTICLE III – Collection of Stray and Unwanted Animals

1. Capture. The Animal Control Officer or any deputy of the Ottawa County Sheriff may capture or take into custody:

- (a) Unlicensed dogs;
- (b) Dogs without current rabies vaccination certificates;
- (c) Dogs which are running loose or which are not held properly in leash while off the owner’s property;
- (d) Stray unwanted, abandoned or abused animals,
- (e) Animals maintained contrary to any city or township ordinance other than an animal control ordinance adopted pursuant to MCL §287.290;
- (f) Animals which the owner or custodian is not able to properly care for a result of:
 - i. Illness;
 - ii. Bankruptcy;
 - iii. Litigation;
 - iv. Other contingencies;
- (g) Any animal which has bitten a person.

2. Observation. The Animal Control Officer may capture and take into custody, or accept and care for any animal held for observation-at the recommendation of a doctor, a veterinarian, or the County Health Department.

3. Private Property. With probable cause to believe a violation of State Statutes or this Ordinance is occurring, the Animal Control Officer is authorized to enter any premises or property for purposes of examining, capturing, or rescuing any animal or to conduct inspections of all properties, public or private, in

conjunction with the fulfillment of the duties and responsibilities in this Ordinance. No person shall refuse to permit the Animal Control Officer, after proper identification, to inspect any premises in accordance with MCL §333.2446.

4. **Exhibition of Animals, Licenses or Certificates of Vaccination.** The Animal Control Officer or deputy of the Ottawa County Sheriff may require that a person owning any dog exhibit the dog, the required vaccination certificate, or the current license and license tag for such dog.

5. **Failure to Show License.** Any person upon whom a demand is made under authority of this Ordinance for the exhibition of any dog, rabies vaccination certificate, license or tag, who fails or refuses to exhibit the same if he has it in his possession, is in violation of this Ordinance.

6. **Interference with an Animal Control Officer.** No person shall interfere with, oppose or resist the Animal Control Officer while he is engaged in the performance of any act authorized by this Ordinance.

7. **Unauthorized Removal From the Shelter.** No person shall remove any animal from the custody of the Animal Control Officer nor shall any person remove any animal from the Animal Shelter without first receiving permission from the Animal Control Officer.

8. **Reclamation.** All reclaimed dogs must be licensed as specified to Articles IV and VIII.

ARTICLE IV – Individual Dog Licensing

1. **Licensing Required.** All dogs shall be licensed by the County except:

- (a) A dog under four months of age;
- (b) A dog licensed by a municipality in which the dog owner and dog reside;
- (c) A dog licensed by another state or county in which the dog and owner reside, if the owner will be present in Ottawa County for thirty days or less;
- (d) Dogs kept in dog kennels licensed pursuant to MCL §287.270.

2. **Rabies Vaccination.** All dogs shall be currently protected by a rabies vaccine active at the time of license issuance. Such vaccine shall be administered by a veterinarian except when a veterinarian states in writing that the dog should not be vaccinated for medical reasons and indicates when the dog can be vaccinated.

3. **Licensing Limitations.** A dog license shall be issued for only an animal which has a current rabies vaccination; provided, however, that a license may be issued to an unvaccinated dog if the veterinarian certification set forth in Section 402 hereof has been obtained.

4. **Individual Licenses.** The County Treasurer or his agent shall issue licenses as provided by MCL §287.274. License fees shall be established from time to time by the County Board of Commissioners.

5. **License Late Fees.** Failure to comply with the licensing requirements of Section 404 will result in the imposition of such late fees and penalties as may be established from time to time by the County Board of Commissioners.

6. **Wearing of Tags.** A license tag shall be worn by each licensed dog at all times.

7. **Concealment of Dogs.** No person shall conceal any dog or conceal ownership of any dog when questioned by the Animal Control Officer.

ARTICLE V – Dog Kennels

1. **Kennel Licenses.** Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required for dogs under this Ordinance and under the Statutes of the State of Michigan apply to the County Treasurer's Office or Animal Shelter for a kennel license entitling that person to own, keep or operate such kennel in accordance with applicable Laws of the State, including but not limited to MCL §287.270. The dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.

2. **Application for Kennel Health Permit.** In order to obtain a kennel license, any person who owns, keeps or operates a kennel at any single location within the boundaries of Ottawa County except in cities, villages, or townships with their own animal control agency, shall; (1) within thirty (30) calendar days prior to the start of such operation, or; (2) a person which has been previously issued a kennel license shall apply for a new kennel license by June 1 of each year, to the County Treasurer's Office or Animal Shelter, which shall issue such license if the kennel is in compliance with Sections 10 and 11 of Act 339, of the Public Acts of 1919, as amended, being Sections 287.270 and MCL §287.271, and with any applicable ordinance of the city, 18 village or township in which it is located. The County Treasurer or Animal Shelter will not issue a kennel license to any person who has been denied a kennel license by the city, village or township where they reside. Failure to apply for a kennel license within the prescribed time limits will result in a doubling of the applicable fee.

3. **Inspection.** The Animal Control Officer shall have the right to inspect any kennel in the Ottawa County in order to determine whether said kennel is in compliance with this Ordinance and the State Statute. If the kennel has been issued a license, it shall be the duty of the Animal Control Officer to suspend said license if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of Act 339 of the Public Acts of 1919, as amended, being MCL §287.270, and the rules of

the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the ability to revoke said license if such conditions are not corrected within a designated reasonable time.

4. Double Fencing. All licensed kennels shall be required to have double fencing. The fencing on a dog run shall constitute one fence. The fence on the outer perimeter shall be constructed in such a manner as to prevent stray animals and people from making direct contact with kennel animals. Exceptions to the above would be: 1) solid fence such as a solid privacy fence and/or 2) animals kept inside a building or solid structure.

5. Conditions of Kennel. Any dog kennel which under Michigan State Law is to be covered by a license shall be of such construction as will adequately and comfortably house any dogs kept therein during any season of the year. The buildings, including walls and floor, shall be of such construction as to be readily cleaned and kennels and yards connected therewith used to confine kennel dogs shall be kept clean and free from accumulation of filth and debris. All dogs kept or maintained in connection with such kennels shall be furnished with a clean, fresh water supply and adequate and proper food to maintain such animals in a state of good health.

6. Any kennel dog four (4) months old or older must have a current rabies vaccination as evidenced by a valid certificate of vaccination for rabies with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian. Failure to comply with this requirement shall be a violation of this Ordinance and subject the dog's owner to the penalties set forth in Article XII.

7. Revocation of Permit. A kennel health permit may be revoked if a condition exists which will endanger the health of the community or if the kennel is, in the opinion of the Director, not in compliance with this Ordinance.

8. Forfeiture of Fee. Upon revocation of a kennel health permit no part of the fees paid for the license and health permit shall be returned and such fees shall be forfeited to the County.

9. Display of License and Health Permit. Every person having a kennel license and a kennel health permit shall keep the license and permit posted and exhibited in a conspicuous manner at the kennel.

10. Local Zoning. No kennel health permit shall be valid for any kennel which violates any zoning ordinances or official land use plan. No permit shall be valid where such use is declared a nuisance by the relevant Township Board or City Commission.

11. Fees. The Ottawa County Board of Commissioners shall set the fees associated with this Article and all other provisions in this Ordinance.

ARTICLE VI – Animal Behavior

1. **Dogs Running Stray.** A person who owns or has custody or control of a dog shall prevent the dog from running at large. A person who owns or has custody or control of a dog shall, at any time the dog is off that person's property, restrain the dog with a lead or leash no greater than six (6) feet in length.

2. **Defecation.** A person who owns or has custody or control of an animal shall prevent the animal from defecating on any public or private property other than his own or shall immediately collect and properly dispose of all fecal matter deposited by the animal while it is off his property.

3. **Stray Livestock.** A person who owns or has custody or control of livestock or poultry shall prevent such animals from running at large on public or private property without the consent of the property owner, provided, however, that this Section shall not prohibit leading or driving livestock, under the owner's or custodian's supervision, along a public highway.

4. **Nuisance, Aggressive or Dangerous Animal or barking dog.** A person who owns or has custody of an animal shall prevent the animal from engaging in nuisance, aggressive or dangerous behavior. The owner of a dog shall prevent the dog from barking, whining or howling in excessive or continuous fashion.

ARTICLE VII – Impoundment Procedures

1. **Animal Shelter.** The Animal Shelter is the animal custodial care facility designated as such by the County, which designation may occur by contract with a third party including but not limited to the Ottawa County Humane Society. The Animal Control Officer shall hold all animals impounded by him as provided in MCL §287.88. Any stray animal found in Ottawa County may be delivered to the custody of the Shelter during normal working hours.

2. **Relinquishing Strays.** Any person picking up any stray animal may assist the Animal Control Officer by holding such animal for the Animal Control Officer to pick up or by delivering it to the Animal Shelter.

3. **Apprehension of Strays.** Any person finding a stray animal may assist the Animal Control Officer by holding such animal for the Animal Control Officer to pick up or by delivering it to the Animal Shelter.

4. **Length of Impoundment.** Length of impoundment shall be:

(a) **Unlicensed Animals.** The Animal Shelter shall hold all healthy unlicensed animals for four days after which time, the animal may be humanely destroyed.

(b) **Licensed Dogs.** The Animal Shelter shall hold all healthy stray dogs with current, valid licenses seven days from the date notice is given after which time, the animal may be humanely destroyed.

(c) **Sick or Injured Animals.** Any animal that is suffering unduly may be destroyed at the discretion of the Animal Control Officer.

(d) **Voluntarily Surrendered Animals.** Any animal may be destroyed at the request of the owner for a fee set from time to time by the County Board of Commissioners.

The length of impoundment shall be computed by excluding the first day the animal is brought to the shelter and including the last day of confinement. If the last day is Saturday, Sunday or legal holiday, the period shall be extended to the next day which is not Saturday, Sunday, or legal holiday.

5. **Records.** The Animal Shelter shall keep a record of each animal impounded by it, the date of the impounding, the date and manner of its disposal and if redeemed, reclaimed or sold, the name and amount of all fees collected by the County because of the impounding, reclaiming, or purchasing of the animal, together with the number of any license tag or kennel license exhibited or purchased upon the redemption or sale. The Animal Control Officer shall keep similar records but only in the event that the animal is not impounded in the Animal Shelter.

6. **Notice.** When any animal wearing a current, valid license tag issued by the County of Ottawa or any municipality with the County of Ottawa is impounded pursuant to this Ordinance, the Animal Control Officer or the Animal Shelter if impounded there, shall, within twelve working hours after receiving such animal, give written notice of the animal's confinement to the person to whom the license was issued.

7. **Compliance.** The Animal Control Officer or Animal Shelter shall not release or sell any animal that has been impounded in accordance with this Ordinance unless the person to whom the animal is released or sold provides satisfactory proof that the animal will be licensed and maintained in accordance with this Ordinance and any other relevant ordinance or statute.

8. **Medical Attention.** The Animal Control Officer or Animal Shelter may employ a veterinarian whenever he deems it necessary in a medical emergency in order to properly care for an impounded animal. The County or Animal Shelter shall charge a fee for veterinary services and such animal shall not thereafter be redeemed without payment of such fee in addition to other impoundment fees and costs.

9. **Payment of Fees.** The Animal Control Officer or Animal Shelter shall not release any dog unless the dog is first licensed and vaccinated against rabies and all fees and costs are paid as established from time to time by Ottawa County Health Department and the Ottawa County Board of Commissioners.

10. **Unclaimed Animals.** All animals not reclaimed within a period of time established for the holding of strays, shall be destroyed or sold at the discretion of the Animal Control Officer or the Animal Shelter provided such destruction or sale is consistent with the provisions of any County contract with the Animal Shelter.

ARTICLE IX – Keeping of Animals

1. **General Ordinances.** Every person who owns or who has charge, care or custody of an animal shall comply with each of the following requirements:

(a) **Feeding.** Each animal shall be supplied with sufficient, good, wholesome food and water as often as the feeding habit of the animal requires.

(b) **Cleanliness.** All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.

(c) **Unattended Animals.** No animal shall be without attention for more than twenty-four hours. Whenever a commercial animal facility is left unattended, the name, address and telephone number of the owner of the facility and the person responsible for the care of animals shall be posted in a conspicuous place at the front of the facility.

(d) **Dangerous Surroundings.** No condition shall be maintained or permitted that is, or could be injurious to the animal.

(e) **Teasing.** Every reasonable precaution shall be taken to insure that animals are not teased, abused, mistreated, annoyed, tormented or made to suffer by any person or means.

(f) **Protection.** All reasonable precautions shall be taken to protect the public from animals and animals from the public.

(g) **Sick Animals.** Every commercial animal facility shall isolate sick animals sufficiently so as not to endanger the health of other animals.

(h) **Ventilation and Light.** Every building or enclosure where in animals are maintained shall be constructed of materials easily cleaned and shall be kept in a sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required according to the physical needs of the animals with sufficient light to allow observation of the animals.

(i) **Veterinarian Attention.** The owner or custodian shall take an animal to a veterinarian for an examination and treatment if the Animal Control Officer finds this is necessary in order to maintain the health of the animal, and so orders.

(j) **Caged.** All animal rooms, cages, kennels and runs shall be of sufficient size to provide adequate and proper accommodation for the animals kept therein.

(k) **Shelter.** Proper shelter and protection from the weather provided at all times and as a minimum shall consist of a three-sided shelter of suitable size.

(l) **Structural Strength.** Housing facilities for animals shall be structurally sound and shall be maintained in good repair to protect the animals from injury, contain the animal and restrict the entrance of other animals.

2. **Cruelty.**

(a) **Beating.** No person shall beat, kick, hit, bite, burn or in any other manner cause an animal to suffer needlessly.

(b) **Injury.** No person shall cause abusive injury to an animal.

(c) **Teasing.** No person shall tease or entice a dog or other animal.

(d) **Alcohol.** No person shall give an animal any alcoholic beverage unless prescribed by a veterinarian.

(e) **Incompatible Animals.** No person shall allow animals, which are natural enemies, temperamentally unsuited, or otherwise incompatible to be quartered together or so near each other as to cause injury, fear, or torment. If two or more animals are trained so that they can be place together and without attacking each other, or performing, or attempting any hostile act toward each other, such animals shall not be considered enemies.

(f) **Injurious Tack.** No person shall allow the use of any tack, equipment, device, substance or material that is, or could be, injurious or cause unnecessary cruelty to any animal.

(g) **Proper Exercise.** Working animals shall be given exercise proper for the individual animal under this particular conditions.

(h) **Working Sick Animals.** No person shall work or use any animal which is overheated, weakened, exhausted, sick, injured, diseased, lame, or otherwise unfit.

(i) **Dog in Heat.** No person having a dog in heat shall permit her to be contained in a fashion which gives stray animals access to her or which permits her to escape.

(j) **Confinement.** No person shall confine a dog on a chain for more than four hours unless the chain permits movement over at least 30 square feet and allows the dog free access to a suitable shelter.

(k) **Abandonment.** No person shall abandon an animal.

3. **Sale of Fowl or Rabbits.** No person shall give, sell, or offer to see any chicks, ducklings or other fowl under three months of age or rabbits under two months of age. This section does not prohibit the proper sale of such animals for breeding purposes.

4. **Exotic Animals.** No person shall keep any exotic animal or type of animal which are objectively a hazard to the community because of a threat to safety or of disease. For purposes of this subsection, "exotic animal" means any animal that is native to a foreign country and is not native to any state of the United States.

ARTICLE X – Public Spay/Neuter Clinic

1. **General.** The Director may establish or designate a clinic at which members of the public may have dogs or cats spayed or neutered. It shall be the goal of this clinic to provide services at a reduced cost for animals owned by persons who would not otherwise have their animals altered.

2. **Costs.** The fees and costs of surgery shall be established by the County Board of Commissioners.

3. **Certification of Ownership.** Any person submitting a dog or cat for the above service shall sign a consent form prepared by the Department of Health certifying that he is the owner of the animal (or setting forth facts showing that he is otherwise authorized to present the animal for the above operation) and such person may be required to furnish proof of ownership or authority. The consent shall waive liability of the County, the Animal Shelter, and County employees for injury or death to the animal arising out of the aforementioned operation.

4. **Abandonment.** The Animal Shelter shall establish a return date by which a person submitting a dog or cat for the above operation shall pick-up said animal or be subject to reasonable board and care fees commencing the day after the return date. Failure to pick up an animal within five days of a return date shall be deemed abandonment of the animal and the director may dispose of it by sale or destruction.

ARTICLE XI –Bites

1. **Reporting.** An owner of an animal which is known to have bitten another person is obligated to promptly report the bite to the Animal Control Officer and/or the Department and preferably within twenty-four (24) hours of the bite. The Animal Control Officer or the Director may require that the owner of the animal

complete the form attached as Exhibit B, hereto. Any owner must provide proof upon request of the animal's rabies shots or vaccinations and if the owner refuses, the animal will be presumed to have no current protections.

2. **Quarantine.** Every animal which is known to have bitten a person shall be quarantined for a period of not less than ten (10) days after the bite. Such quarantine shall be at the Animal Shelter, a veterinary office, or a place designated by the Animal Control Officer. The owner shall surrender the animal to the Animal Control Officer upon request.

3. **Public Hazard.** Any animal that is known to have bitten a person or other animal may be declared a public health hazard by the Animal Control Officer. At his discretion, the Animal Control Officer may require that the animal be removed from the community, quarantined or confined in a manner specified by the Animal Control Officer.

ARTICLE XII—ENFORCEMENT and PENALTIES

1. **Fines.** Any person who violates this ordinance may be responsible for a municipal civil infraction violation punishable by a municipal civil infraction fine not to exceed five hundred dollars (\$500.00) and the costs of prosecution. In accordance with MCL §333.2441, violation of Article IX.2 (Cruelty) or Article IX.4 (dangerous exotic animals) may be considered a misdemeanor, punishable by imprisonment for not more than ninety (90) days, or a fine of not more than five hundred dollars (\$500.00) or both.

2. **Enforcement.** The Animal Control Officer or any deputy of the Ottawa County Sheriff may also order correction of a violation and may specify the nature of corrective action required and a reasonable time limit for the corrective action to be completed. In the case of violations that may present an imminent danger to public health and safety, immediate corrective action may be required. The Animal Control Officer and any Sheriff's Deputy is also authorized to issue and serve municipal civil infraction citations if he or she has reasonable cause to believe that a person has committed a violation of this Ordinance. The citation shall contain a description of the violation, whether it is a misdemeanor or civil infraction, and shall cite the specific sections of the State Statutes or this Ordinance that apply.

3. **Costs and Fees List.** The Ottawa County Board of Commissioners shall determine fees and costs for various licenses, services and costs provided or incurred under this Ordinance. Exhibit A attached hereto contains a list of fees and costs approved by the Ottawa County Board of Commissioners, which list shall be updated from time to time.

4. **Violations Bureau.** The Ottawa County Treasurer's Offices has been established as the Violations Bureau for the municipal civil infraction violations. All

persons that receive a municipal civil infraction citation shall have thirty (30) days to pay the fine to the Treasurer's Office. Thereafter, the Treasurer, Animal Control Officer or Deputy may submit the citation to the District Court for enforcement, where the Court may also award court costs and the costs of prosecution.

5. **Contested Violations.** If a person notifies the Treasurer of his or her intention to contest the municipal civil infraction, the Treasurer shall forward the citation to the District Court for enforcement and notify the officer who issued the citation.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 04/12/2018

Requesting Department: Innovation and Technology

Submitted By: Dave Hulst

Agenda Item: Fiber Optimized Government - Network (FOG-Net) Intergovernmental Agreement

Suggested Motion:

To approve and forward to the Finance and Administration Committee the Intergovernmental Agreement between the local public entities of the City of Holland acting by and through its Board of Public Works, Grand Haven Area Public Schools, Ottawa Area Intermediate School District, and Ottawa County ("Participating Public Entities") to enter into this Intergovernmental Agreement ("IA") regarding a shared fiber optic network ("FON").

Summary of Request:

The Ottawa County Technology Collaborative established in 2013 lead to the establishment of a working group consisting of information technology representatives of various organizations that participated in the collaborative. This group has worked together to identify opportunities to share resources through an interconnected intra-county fiber network. In order to formalize the relationship and formalize the governance structure, the participants contributing portions of their fiber network to the inter-organizational wide area network started the process of developing an intergovernmental agreement. This document supplemented by a set of bylaws establishes the FOG-Net Council as the oversight group responsible for maintaining the network and establishing the policies and procedures for its operation.

The current members will each have a vote on the Council. The ILA provides for withdrawal from the group and expansion of membership.

Each organization will be responsible for the components of the network under their control. Future costs would include replacement of network components assigned to each organization, and staff time for coordinating changes. Based on experience to date, staff resources have not been significant and replacement of switches would be part of the normal replacement cycle under IT operating expenses.

The County is able to benefit from the network resources of other organizations for improved redundancy and in extending services to other organizations providing cost sharing among FOG-Net members and other local entities.

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

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

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:



Bylaws – Draft v1

Purpose

FOG-Net is a collaborative effort among several western Michigan governmental and educational entities who own private fiber networks. The vision for is that a high-speed, cost-effective network backbone connects all governmental entities in Ottawa County and educational entities in the Ottawa Area service region. FOG-Net’s mission is to be the organizational structure that collaboratively utilizes the assets the member organizations to achieve the vision.

Governance

FOG-Net is an unincorporated, collaborative, cooperative and voluntary organization comprised of “ Member” organizations. A FOG-Net Member is an organization who owns and operates private fiber and contributes support and financial resources toward the backbone network. The list of FOG-Net Members is detailed in Appendix A. Additional FOG-Net members may be added upon an affirmative vote of the existing FOG-Net Members. FOG-Net membership does not affect the internal governance of the member organization. Members may withdraw from FOG-Net on their own volition.

The governing body of FOG-Net is the “FOG-Net Council” which is comprised of FOG-Net Members and FOG-Net Affiliates

- Members – Each FOG-Net Member may appoint one “voting representative.” If a voting member is unable to attend a FOG-Net Council Meeting, a proxy representative may be appointed.
- Affiliates – Representatives from organizations that are “service providers” and utilize FOG-Net in the delivery of their service. Affiliates may be present at FOG-Net Council meetings and engage in any discussions. Affiliates do not have voting rights.

Council Meetings

An annual meeting shall occur in _____ of each year for the purpose of electing and filling FOG-Net Council leadership roles. Other meetings shall be called as desired by the FOG-Net Members per the determination of the FOG-Net Chair and/or any two FOG-Net members. Meetings require a minimum of two weeks prior notice via the FOG-Net listserv or other official means of communication established by the FOG-Net Council. A meeting quorum is established when at least 50% of the FOG-Net Member voting representatives are present.

ADD SOMETHING ABOUT ADDITIONAL PEOPLE FROM MEMBERS AND AFFILIATES MAY AND ARE ENCOURAGED TO ATTEND.

Ideally, agenda items will be submitted to the FOG-Net Council Chairperson (“Chair”) and the agenda will be created and distributed at least one week prior to the meeting. The agenda may include Informational, Discussion and Action Items. Generally, no item will be considered an Action Item until it has first been brought to the FOG-Net Council as a Discussion Item. In instances where an expeditious decision is required, the Chair has the authority to place an item on the agenda for action prior to FOG-Net Council discussion and, and possible, shall forward all pertinent materials to the whole Council in advance of the meeting.

For urgent matters, an emergency meeting of the FOG-Net Leadership Team may be called by the Chair. The first order of business in an emergency meeting will be to determine if the topic of discussion is appropriate for rapid deliberation and decision prior to the next regularly scheduled meeting. If it is determined that a rapid deliberation and decision is warranted, then the Chair can establish a special meeting per the requirement of any meeting in conjunction with the procedure for expeditious decisions. If the matter is more urgent, then the Chair can establish a conference/video call and/or present relevant supplemental materials on-line and call for an on-line roll call vote. The vote of each FOG-Net Member’s voting representative shall be recorded in the minutes of the “Emergency FOG-Net Council Meeting.” For Emergency decisions quorum is established when at least 50% of the eligible voting members register a vote. A two-thirds consensus of the voting membership participating in the vote shall be required to approve an emergency item under consideration. Irrespective of the outcome of the emergency meeting of the Leadership Team, the Chair shall report to the full FOG-Net Council that a meeting was called and the outcome of the meeting.

Decision Making

There are two categories of decision-making: Procedural and Substantive.

For Procedural matters (e.g., matters pertaining to conducting the meeting itself such as motions adjournment), a simple majority of the voting membership is required for an affirmative vote.

For Substantive matters (i.e., any non-procedural matter), It is the general desire of the FOG-Net seek out and to garner broad support among its membership for its work. Accordingly, for items requiring a decision of the voting membership the meeting Chair shall seek consensus whenever possible. For the purpose of these Bylaws, consensus seeking is identified by the following characteristics:

- **Inclusive:** As many stakeholders as possible are involved in group discussions.
- **Participatory:** All participants are allowed a chance to contribute to the discussion.
- **Collaborative:** The group constructs proposals with input from all interested group members. Any individual authorship of a proposal is subsumed as the group modifies it to include the concerns of all group members.

- **Agreement Seeking:** The goal is to generate as much agreement as possible. Regardless of how much agreement is required to finalize a decision, a group using a consensus process makes a concerted attempt to reach full agreement.
- **Cooperative:** Participants are encouraged to keep the good of the whole group in mind. Each individual's preferences should be voiced so that the group can incorporate all concerns into an emerging proposal. Individual preferences should not, however, obstructively impede the progress of the group. [Note: These came from: <http://consensusdecisionmaking.org/Articles/Basics%20of%20Consensus%20Decision%20Making.html>]
- **Non-blocking:** While it is desired to have unanimous consensus, it is recognized that this may not always be the case. Accordingly, while every effort shall be made to allow every person to participate in the development of proposals, it is also important that no single person can impede the progress of the group as a whole.

The Chair should seek consensus using the following steps:

1. Proposal Development -- The goal in this step is to seek out all voices and perspectives on the matter at hand and to craft a group proposal. This may start with a simple question, idea or a more involved draft proposal from one or more individuals. As the proposal emerges, areas of concern should be constantly sought out with the proposal being modified as possible to accommodate the concern.

When it will facilitate the decision-making process, an advocate for a proposal originating outside of the FOG-Net Council may be present to verbally explain the rationale. Advocates who are not FOG-Net Council members may be asked to participate or may be excused from the room if requested after the initial presentation.

2. Straw vote to assess level of support – Once a group proposal has been formed and relevant discussion is waning (i.e., no arguments are advancing and are just being repeated), then the meeting Chair shall call for a straw vote to assess the level of support for the group proposal. The meeting Chair may utilize any of a number of different protocols/processes such as “fist to five” to determine the level of agreement prior to a vote. The meeting Chair shall clearly explain the selected protocol/process prior to the vote. Depending on the outcome of the straw vote, the meeting Chair may advance return to the Proposal Development step or advance the proposal to a final vote. A proposal may only advance to a vote if it had been previously discussed at a prior meeting or has been deemed by the Chair to require an expeditious decision.
3. Final Vote – A two-thirds consensus of the voting membership present at the time of the vote shall be required to approve a proposal. A voting member is considered present if the member is physically presenting or is participating through a technology-based communication medium in which the member may fully hear and participate in discussion and may have access to all relevant supplemental documents.

The vote will be conducted via a means determined by the meeting Chair. This may

include, but is not limited to voice votes, roll call votes, and other means such as an electronic survey. The result of the vote shall be recorded in the meeting minutes. Once a vote has been taken, the issue at hand is closed for the remainder of the meeting and may not be re-considered until the next FOG-Net Council meeting.

Council Leadership Team

A Council Leadership Team (“Leadership Team”) will be established and maintained to facilitate the work of FOG-Net and to advance the will of the collective FOG-Net membership. The FOG-Net Leadership Team consist of three roles: Chairperson, Vice Chairperson, and Secretary. Each position will be filled by a representative from a FOG-Net Council member. Each FOG-Net member organization may hold no more than one Leadership Team position at a given time. The Leadership Team shall determine the establishment of agendas and coordination of meetings and other efforts of the FOG-Net.

The responsibilities for each role are described below.

Chairperson – The voting membership will annually elect a Chairperson who will serve until the next Annual Meeting. The Chairperson shall normally be the “meeting Chair” and preside at all FOG-NET meetings. The Chairperson shall serve as the primary representative of FOG-Net with outside organizations. At the recommendation of the FOG-NET membership, the Chair shall appoint Committee and/or Work Force Chairs. Also at the recommendation of the FOG-NET membership, the Chair shall appoint FOG-NET representatives for other stakeholder groups per their desire to have a FOG-NET liaison. In the absence of a membership decision on representation, the Chair may appoint an interim-representative.

Vice Chairperson - The voting membership will annually elect a Vice Chairperson who will serve until the next Annual Meeting and will continue service as Chairperson the following year. The Vice Chairperson shall serve as timekeeper at meetings. The Vice Chair will assume all duties and responsibilities of the Chairperson if the Chairperson is unable to serve in that capacity.

Secretary - The membership will initially elect a Secretary until the next Annual Meeting. The Secretary will coordinate the minutes during the meeting and keep the record of attendance.

If the Chairperson is unable to fulfill the current term, then the Vice Chairperson shall succeed that position and a new Vice Chairperson will be selected at the next FOG-NET Council meeting to fill the role for the remainder of the term and the subsequent Chair term. If the Secretary is unable to fulfill the current term then a new Secretary will be selected at the next FOG-NET Council meeting to fill the role for the remainder of the term. The Chair may appoint another member of the Leadership Team to fulfill the duties of a vacated position in an interim capacity until the next FOG-NET meeting.

Committees and Work Groups

Committees and Work Groups will be established when necessary to study an issue or proposal, or to implement proposals approved by the FOG-NET. A Committee or Work Group will be convened by a vote of the FOG-NET. The FOG-NET Chair shall appoint a lead for each Work Group. A Work Group shall include individuals with interests and expertise related to the charge, as well as others as need dictates. In the event that another group is identified as best suited to carry on the work, the FOG-NET Chair shall identify a liaison to support the initiative.

Standing Committees and/or Work Groups may be established as determined in the future.

FOG-NOG -

Bylaws and Operational Updates

Suggested operational changes and/or changes to these Bylaws shall be submitted as FOG-NET agenda items and follow the established processes for Agenda Items and Decision Making.

APPENDIX A

Members

GHAPS

HBPW

OASD

OC

Appendix B
Affiliate Members

OCCDA

INTERGOVERNMENTAL AGREEMENT

The local public entities of the City of Holland acting by and through its Board of Public Works, Grand Haven Area Public Schools, Ottawa Area Intermediate School District, and Ottawa County (“Participating Public Entities”) have elected to utilize the Intergovernmental Contracts Between Municipalities Act MCL §124.1 to enter into this Intergovernmental Agreement (“IA”) regarding a shared fiber optic network (“FON”).

I. Purpose

A. Each Participating Public Entity owns a FON over which it provides internal digital communications. The Participating Public Entities have linked their FONs so that digital communications can be provided to each other and to other public entities across the linked network.

B. In this IA, the Participating Public Entities provide the legal authority for each other to use their individual FONs and to define a system for establishing rules to manage the maintenance, security and development of the linked network, including but not limited to extensions of network and agreements whereby third parties (“Supporting Public Entities”) may use the network.

C. The purpose of the linked network is for the performance of governmental functions between the participating entities. The basis for this is the concept that the constituency base for all the participating entities is the same and this collaboration will better serve the community as a whole.

II. Name/No Joint Venture

A. The Participating Public Entities agree that no joint venture is created by this IA and that no separate or independent legal entity is created hereby. Services provided to Fiber Optimized Government-Network (FOG-Net) by the holder of the associated position within a particular Participating Public Entity shall be considered provided by that Participating Public Entity, regardless of which Participating Public Entity has hired, contracted with, or pays the holder of the position.

B. Each Participating Public Entity covenants not to sue another Participating Public Entity regarding any associated services provided hereunder and waives any right of subrogation. Each Participating Public Entity agrees not to assign any right under this Agreement or any cause of action against another Participating Public Entity regarding services provided under this Agreement. Notwithstanding the above, nothing herein should be construed as intending to preclude a party from instituting legal proceedings to enforce the terms and conditions of this Agreement.

C. This IA shall not represent a transfer of any of the assets of a Participating Entity. Each respective Participating Entity shall continue to own its respective assets.

D. The above notwithstanding, the Participating Public Entities agree to call their Consortium and linked network, the “FOG-Net.”

III. Membership/Duration and Termination

A. Any of the Participating Public Entities to this Agreement may withdraw from the Consortium by providing the remaining Participating Public Entities with written notice of such withdrawal. The effective date of the withdrawal shall be six months (180 days) after the mailing of the notice through certified mail, return receipt requested to the Clerk or Secretary of the governing body of each remaining Participating Public Entity. This IA shall continue indefinitely unless only one Participating Public Entity remains, in which case the IA shall automatically terminate. The remaining parties to the IA may also terminate it by mutual consent.

B. Before a new Participating Public Entity may be added to the Consortium, the Consortium Board, hereafter referred to as the Council, must approve the membership and recommend a capital contribution for that new Participating Public Entity which represents a fair allocation of the capital costs previously expended by the existing members as well as a modified cost allocation plan for future costs of the membership group if the new Participating Public Entity is added. If it approves this Agreement and all amendments, pays its allocated share of capital costs and if at least a majority of the governing bodies of the Participating Public Entities then in the Consortium subsequently approve the inclusion of the new Participating Public Entity through written resolution or motion, the new Participating Public Entity will become a full member of the Consortium. An approved new Participating Public Entity shall complete and attach to this agreement an Intergovernmental Agreement Participating Public Entity Signature Page to execute its inclusion in this IA.

C. If a member is hosting FOG-Net hardware or software, that member may not terminate without at least insuring that the Consortium has adequate time, up to six months (180 Days), to relocate or replace the equipment or software to maintain essential services of the FOG-Net.

D. The promises provided in Section III shall survive the termination of this IA. The financial commitments of each Participating Public Entity shall continue until the date of its withdrawal, or the termination of the IA. Any financial commitment accrued during the period in which the Participating Public Entity was subject to the terms of this IA shall continue despite its withdrawal or the termination of the IA unless mutually agreed by all remaining members of the Consortium.

IV. License

By participating in this IA and for as long as it participates in the IA, each Participating Public Entity hereby provides the other Participating Public Entities a non-exclusive license to use its FON under the terms and conditions established by the Council. Each Participating Public Entity shall define the extent of its FON which is subject to this FOG-Net license and each retains the discretion to redefine and limit access to its FON upon six months’ (180 days’) notice of the

other Participating Public Entities unless such access is placing the security of its FON in imminent risk, in which case the limitation may be immediate. The Council shall maintain a current inventory of the FOG-Net assets that comprise their FON.

V. Council/ Decision-making

A. The Council will establish rules governing the use of the FOG-Net and determine the shared costs and approve the method for allocating those costs.

B. The Council shall adopt bylaws that further specify its operations. The governing bodies, or if authorized by the Participating Public Entity, a designated representative, of a majority of the Participating Public Entities must approve the bylaws or amendments to the bylaws before they are effective.

C. The Council shall have the authority to commit retainer funds as described below to the extent authorized by the respective Participating Public Entities, but shall not have the authority to otherwise bind the individual member Participating Public Entities through contract or common law.

VI. Cost Allocation

A. The Participating Public Entities agree to individually cover hardware, software and service costs that the Council determines can be itemized and segregated per actual use and control by the individual member Participating Public Entities.

B. Where the costs of the hardware, software or services are not amenable to segregation by individual Participating Public Entity, the Council will consider the costs “common.” “Common costs” will be distributed on an equitable basis as determined by the Council.

C. The Council may require a retainer from each of the member Participating Public Entities to facilitate common purchasing at a level agreed to by each of the Participating Public Entities. All retainer funds shall be held in trust by the Consortium for the common purposes and interests of the member Participating Public Entities with a designated Participating Public Entity Treasurer. If a Participating Public Entity withdraws or this IA is terminated, all unpledged or uncommitted portions of that Participating Public Entity’s retainer funds shall be returned to it upon withdrawal and/or termination.

D. If common costs lose their “common” character due to technological or other reasons, the Council shall reconsider the benefit and may reallocate all or a portion of the past cost to a member Participating Public Entity or member Participating Public Entities who continue to benefit from the hardware, software or service. Such reallocation may or may not result in a member receiving a rebate. If a member Participating Public Entity is dissatisfied with the Council’s decision, it may propose an alternative reallocation. If a majority of the governing boards of the Participating Public Entity Commissioners approve the alternative reallocation, the latter will stand as the Consortium’s decision.

VII. Third Party Liability

A. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Consortium or any of the Participating Public Entities in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each Participating Public Entity in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Consortium, or any of the Participating Public Entities or their employees, respectively, as provided by statute or court decisions.

B. Each of the parties to this IA agrees to cooperate with the other parties in the constitution and operation of their respective risk management systems. Each party agrees that if an incident occurs and is reported as a part of its respective risk management system, and if the incident report involves activities involved with this IA for any Participating Public Entity or its respective staff or agent, a copy of said incident report will be immediately delivered to the designated representative of the other parties. It is agreed and understood that said incident reports will be held in the strictest of confidence and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.

C. This IA is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto

VIII. Miscellaneous Provisions

A. Nothing in this Agreement shall be interpreted as precluding a Participating Public Entity from associating with another Participating Public Entity in a manner that does not compromise the services covered by this Agreement.

B. Any notice to be sent under this Agreement shall be effective when filed with the Clerk or Secretary of the governing body of the Participating Public Entity Clerks or of the other member Participating Public Entities at their then current addresses.

C. This Agreement may be approved in counterparts.

D. This Agreement shall be effective when approved and executed by the first two Participating Public Entities to approve it.

E. If any Participating Public Entity must resort to judicial proceedings to enforce the terms and conditions of this Agreement, the prevailing party or parties shall be entitled to reimbursement of its or their reasonable attorneys' fees and costs.

F. Failure to enforce a term or condition of this Agreement shall not be construed as a waiver of that term and condition in subsequent enforcement proceedings.

G. If any provision of this Agreement is determined to be invalid, it shall be severed and the remaining provisions shall be deemed valid, binding and enforceable.

H. This Agreement may be amended only by the mutual agreement of the Participating Public Entities pursuant to resolution authorization by each of the Participating Public Entity Boards and entered into in writing.

I. This Agreement contains the complete expression of the parties' understanding regarding the subjects contained herein. All prior or contemporaneous oral or written agreements are merged herein.

J. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by the laws of the State of Michigan and the parties agree to litigate any dispute regarding the terms or conditions of this Agreement and any other between them in the circuit court of the State of Michigan and stipulate to the propriety of venue within Ottawa County, Michigan.

EXECUTION

Each attached Intergovernmental Agreement Participating Public Entity Signature Page constitutes the execution of this IA. The IA is effective immediately upon signing the Intergovernmental Agency Participating Public Entity Signature Page.

**INTERGOVERNMENTAL AGREEMENT
PARTICIPATING PUBLIC ENTITY SIGNATURE PAGE**

OTTAWA COUNTY

By: _____ Date: _____, 2018
Gregory J. DeJong, Chairman Board of Commissioners

Attest: _____ Date: _____, 2018
Justin F. Roebuck, Ottawa County Clerk

Action Request



Committee: Planning and Policy Committee

Meeting Date: 04/12/2018

Requesting Department: Parks and Recreation

Submitted By: Misty Cunningham

Agenda Item: Grant of Sidewalk Easement

Suggested Motion:

To approve and forward to the Board of Commissioners the Sidewalk Easement which grants an easement to Georgetown Township for a pathway connecting Hager Park to a Township sidewalk on 28th Avenue.

Summary of Request:

Georgetown Township has requested a permanent sidewalk easement to connect a Township walkway on 28th Avenue to Hager Park. The 159 foot easement is needed to connect to park roadways. The location is the old south entrance to the park which closed to vehicles many years ago. Park staff and the Parks Commission are highly supportive of the request which will link the 28th Avenue sidewalk to paved paths within the park.

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

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

Administration: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation
County Administrator: *Alan G. Vandenberg*

Committee/Governing/Advisory Board Approval Date:



Ottawa County Parks &
Recreation Commission
12220 Fillmore St., West Olive, Michigan 49460
(616) 738-4810 www.miottawa.org/parks

MEMORANDUM MEMORANDUM

Date: March 29, 2018
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Grant of Sidewalk Easement

Georgetown Township has requested a permanent sidewalk easement to connect a Township walkway on 28th Avenue to Hager Park. The 159 foot easement is needed to connect to park roadways. The location is the old south entrance to the park which closed to vehicles many years ago. Park staff and the Parks Commission are highly supportive of the request which will link the 28th Avenue sidewalk to paved paths within the park.

Proposed motion:

To approve and authorize the Board Chair and Clerk/Register to sign the Sidewalk Easement which grants an easement to Georgetown Township for a pathway connecting Hager Park to a Township sidewalk on 28th Avenue.

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.”

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT document is made as of _____, 2018, by and between **Ottawa County**, whose mailing address is 12220 Fillmore Street, West Olive, Michigan 49460 ("Grantor") and the Charter Township of Georgetown, a Michigan charter township, with its offices located at 1515 Baldwin Street, Jenison, Michigan 49429, ("Township"), as follows:

RECITALS

A. The Grantor owns real property located in Georgetown Charter Township, Ottawa County, Michigan, more particularly described on the attached Exhibit A ("Property").

B. A portion of the Property is legally described on the attached Exhibit A, which is the location and area of the easement created by this document.

C. The parties intend that the Township (and its contractors, assigns and agents) will be able to install and maintain a trail, path or sidewalk and the public will be able to use the easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, "Path Uses").

D. The Grantor desires to grant to the Township a permanent and perpetual easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit A upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. For the sum of One Dollar and 0 Cents (\$1.00), the Grantor hereby grants, warrants and conveys to the Township a permanent and perpetual non-exclusive easement and right-of-way ("Easement") over, under, upon, through and across the area described on Exhibit A as attached hereto for the uses described in Section 2, below.

2. Use of the Easement. The Easement may be used by the Township and members of the public for walking, pedestrian use, bicycles, runners and similar uses (i.e., the Path Uses). The Township may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

3. Improvement of the Easement. The Township may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing and replacing an improved path, trail or sidewalk (as well as related appurtenances). Such path, trail or sidewalk may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the

Township may install and maintain any appropriate signage and appurtenances to the path, trail or sidewalk within the Easement.

4. Construction, Maintenance and Repair.

a. Any construction, maintenance or replacement of the trail, path or sidewalk (and appurtenances) shall be performed by the Township so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement by the Grantor and without cost to Grantor; and

b. Upon completion of any construction, maintenance, installation, replacement or repair, the Township will restore the area outside of the trail, path or sidewalk (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

5. Reservation of Rights. The Grantor retains all other property rights in the area comprising the Easement, including, but not limited to, the right to utilize the property to construct thereon a driveway across the trail, path or sidewalk within the Easement if approved by the Township in writing, which approval shall not be unreasonably withheld. The Grantor agrees not to construct or install any buildings, fences or other surface or subsurface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the Township's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the Township and public's use of the Easement. However, such right is expressly subject to prior written approval by the Township as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.

7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include the right by the Township to enter upon sufficient land owned by the Grantor which is adjacent to the Easement as is required for the construction, installation, maintenance, repair, replacement, re-installment, operation and inspection of the path, trail or sidewalk (and appurtenances and signage) in the Easement. In addition, the Township shall also have the right to enter upon the portion of the Property adjacent to the Easement temporarily in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement. Upon completion of any such construction, grading, maintenance, installation, repair or replacement within the Easement, the Township will restore the area located on the Property outside of the Easement that was disturbed by the Township to the same condition that it was prior to such construction, grading, maintenance, installation, replacement or repair and without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding and applicable.

10. Miscellaneous. If any material provision, clause or part of this document, or application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law. This document constitutes the entire agreement among the parties regarding the easement created hereunder. This document shall be governed by and construed according to the laws of the State of Michigan.

By: _____
Gregory J. DeJong, Chairperson
Ottawa County Board of Commissioners

[illegible]

The foregoing instrument was acknowledged before me on the ____ day of _____, 2018, by Gregory J. DeJong, the Chairperson of the Ottawa County Board of Commissioners, who is personally known to me or who has produced his driver's license as identification.

*
Notary Public, _____, County, MI
Acting in _____ County, MI
My commission expires:

[illegible]

The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by Justin F. Roebuck, as Clerk/Register of the Ottawa County Board of Commissioners, who is personally known to me or who has produced his driver's license as identification.

*

Notary Public, _____, County, MI

Acting in _____ County, MI

My commission expires: _____

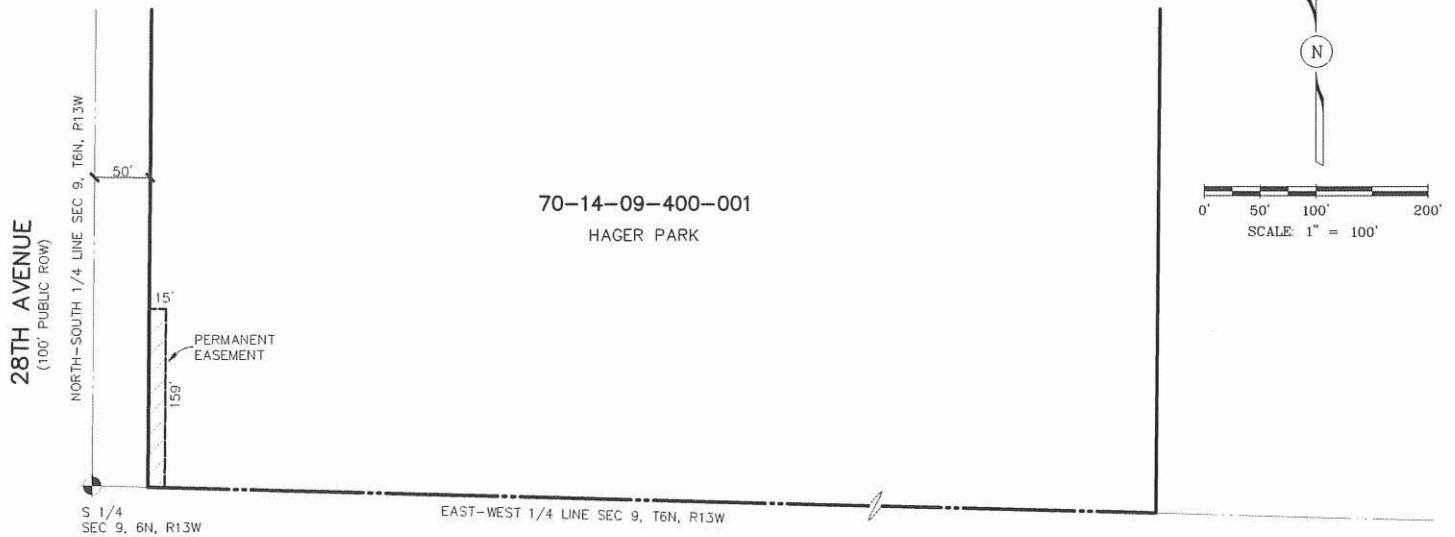
Drafted by:
Prein&Newhof
697 Ottawa Beach Road
Suite 2A
Holland, MI 49424

When Recorded Return to:
Daniel Carlton, Manager
The Charter Township of Georgetown
1515 Baldwin Street
PO Box 769
Jenison, Michigan 49429

EASEMENT SKETCH

70-14-09-400-001

EXHIBIT "A"



SUBJECT PARCEL (TAX DESCRIPTION)

THE W 1/2 OF SE 1/4 SECTION 9, T6N, R13W,
GEORGETOWN TOWNSHIP, OTTAWA COUNTY, MICHIGAN
EXC N 50 FT & EXC W 50 FT.

EASEMENT DESCRIPTION

THE SOUTH 159.00 FEET OF THE WEST 15.00 FEET OF
THE SUBJECT PARCEL.

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Telephone : (616) 364-8491
Project No. : 2170434

Grand Rapids, Michigan 49525
Fax : (616) 364-6955
Date : 03/05/18



Ottawa County[®]

Administrator's Office

Alan G. Vanderberg
County Administrator

Keith A. Van Beek
Deputy County Administrator

Date: 4/12/2018

To: Planning and Policy Committee

From: Al Vanderberg

Subject: Policy Reviewed

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

Reviewed with procedural revisions

Facilities Policy

Use of Wellness Center and Fitness Related Activities



County of Ottawa

USE OF WELLNESS CENTER AND FITNESS RELATED ACTIVITIES

I. POLICY

The County of Ottawa recognizes that regular exercise and a healthy lifestyle contribute to lower health costs and a productive workforce. The purpose of this policy is to establish the requirements for all employees, retirees and authorized guests using the Wellness Centers and the equipment contained therein or to take advantage of other fitness related activities at County owned facilities. The primary consideration in establishing this policy is the safety, health and comfort of employees, retirees and their guests.

II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County, as the Board considers necessary and proper. MCL 46.11 (m); Act 156 of 1851, as amended.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in April 2010.

Board of Commissioners Resolution Number and Policy Adoption Date: B/C 12-178, October 9, 2012

Board of Commissioner Review Date and Resolution Number: B/C 12-166 September 26, 2012

Name and Date of Last Committee Review: Planning and Policy Committee December 11, 2014

Last Review by Internal Policy Review Committee: October 13, 2014



County of Ottawa

IV. PROCEDURE

A. Eligibility for Use

1. All County of Ottawa full-time and part-time employees and their spouses. Eligibility does not include seasonal employees.
2. All County of Ottawa retirees and their spouses.
3. Individuals who occupy leased office space in County buildings, as approved by Administration.¹ [Individuals approved under this section will be limited to use of the wellness center at the building or campus where they work.](#)

B. Waiver and Release of Liability

1. An Acknowledgment Risk Assumption must be completed by all individuals who desire to use the facilities and/or equipment and/or participate in fitness related activities.

C. Use Guidelines

1. Use of the fitness/exercise facilities and or equipment is at the individual's sole risk.
2. During peak use or when others are waiting, users will limit his/her time on equipment to thirty (30) minutes.
3. Users will wipe down equipment after use.
4. Except for water or sports drinks, food, and drink are not permitted.
5. Shoes and pant cuffs must be devoid of any sand or dirt prior to entering the fitness room.
6. Users will re-rack weights and replace equipment after use.
7. Users will utilize earphones when watching a TV monitor.
8. Malfunctioning or broken equipment will be posted with an "Out-of-Order" sign. Individuals will report broken or malfunctioning equipment to Facilities Maintenance.
9. If lockers are available, individuals may place a lock on the locker door during their use of the fitness room. Items are to be removed from the locker when the

¹ State Police assigned to WEMET; State Employees in DHHS; State Probation employees; MSU Extension employees.



County of Ottawa

individual completes their workout. No locks shall be left on the lockers when not in use.

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.