

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

2009 SESSIONS

JOURNAL 58

<u>PAGE</u>	<u>ITEM</u>	<u>SUBJECT MATTER</u>
275	1	<u>MAY 7, 2009 SESSION</u> - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL
275	2	PUBLIC PARTICIPATION - NO COMMENTS
275	3	MINUTES APRIL 16, 2009 SESSION - APPROVED AS DISTRIBUTED
275-276	4	AGENDA - ADOPTED AS DISTRIBUTED
276	5	COMMUNITY MENTAL HEALTH PRESENTATION
276	6	BREAK - 9:45 AM
277	7	DISCUSSION CONTINUED
277-278	8	JAIL PROJECT
278	9	RECONSIDERATION OF CHARRETTE RESOLUTION - FAILED
278-280	10	PARKS, RECREATION & TOURISM-FACETS VOLUNTEER SERVICES AGREEMENT
281	11	2010 BUDGET - GOALS & OBJECTIVES/CORE SERVICES
281	12	CITY OF ALLEGAN - AMENDMENT TO DDA PLAN
281	13	INVITE BOB GOBLE TO ATTEND - MAY 21, 2009 PLANNING SESSION
282	14	CLARIFICATION BY ADMINISTRATOR
282	15	PUBLIC PARTICIPATION - NO COMMENTS
282	16	<u>ADJOURNMENT</u> - UNTIL MAY 21, 2009 AT 9:30 A.M.

May 7, 2009 Planning Session

**MAY 7, 2009 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL**

1/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Commissioners' Room of the County Services Building in the Township of Allegan on May 7, 2009, at 9:30 A.M. in accordance with the motion for adjournment of April 16, 2009, and rules of this Board; Chairman Jones presiding.

The invocation was offered District 5 Commissioner Kapenga.

The County Clerk led the Board in the Pledge of Allegiance to the flag.

Upon roll call the following members answered as Commissioners for the respective Districts:

DIST #1 TERRY BURNS	DIST #7 DON BLACK
DIST #2 STEVE McNEAL	DIST #8 TOM JESSUP
DIST #3 PAUL VANECK	DIST #9 FRITZ SPREITZER
DIST #4 MARK DeYOUNG	DIST #10 JON CAMPBELL
DIST #5 DEAN KAPENGA	DIST #11 LARRY JONES
DIST #6 MAX THIELE	

**PUBLIC PARTICIPATION - NO COMMENTS**

2/ Chairman Jones opened the meeting to public participation and as there were no comments, he closed the meeting to public participation.

**MINUTES OF THE APRIL 16, 2009 SESSION - APPROVED AS DISTRIBUTED**

3/ Moved by Commissioner Thiele, seconded by Commissioner Kapenga to approve the minutes of the April 16, 2009 Session as distributed. Motion carried.

**AGENDA - ADOPTED AS DISTRIBUTED**

4/ Chairman Jones called for any changes to the meeting agenda. No requests were made.

Moved by Commissioner VanEck, seconded by Commissioner DeYoung to adopt the agenda as distributed. Motion carried.

**DISCUSSION:**

**CMH PRESENTATION:**

5/ Administrator Rob Sarro stated this presentation is to update the Board on the activities of the Community Mental Health project team and stated that the value of the project is mainly in opening a dialog on the services and funding levels of CMH. The focus should be on funding and structural options and service levels.

Beth explained how service delivery was prioritized with Medicaid recipients first and others are served as funding is available with urgent or emergency services [which the county must match]. She also explained the organizational structures through which they can operate: agency [current structure], organization [banding together with other agencies or regionally], or authority status.

Rob explained the advantages and disadvantages to becoming an authority which would function as an entity separate from the County. He clarified that if Community Mental Health became an authority, the county would not have to transfer property to it.

**BREAK - 9:45 A.M.**

6/ Upon reconvening at 10:00 A.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Kapenga, Thiele, Black, Jessup, Spreitzer, Campbell and Jones. Absent - none.

**DISCUSSION, CONTINUED:**

7/ Rob reviewed the options which the group considered to see if any efficiency could be obtained through having the county take over any of the human resources or financial services for CMH, but it didn't appear that any true savings could be realized.

The level of service is at the required level and the bottom line, the County responsibility is to make the county match. The County cannot make up the gap in the State funding level.

**JAIL PROJECT**

8/ Rob stated he has contacted Jack Krouse and he will be here to talk to the Board on May 21, 2009 about the process he has utilized. He has talked to the bidders. Rod Miller remains very supportive of what we are trying to do and wants to help us out where he can on a voluntary basis and if he can be present, he would like to be. He met with Carter, Goble, Lee and explained where we are at on the bid process. Bob Goble would like to explain his planning proposal and would be willing to come on the 21<sup>st</sup>, or another time if the Board preferred. He needs direction on what the Board wants. Commissioner Thiele stated they will learn more about how to conduct a charrette at the June SMART meeting. Rob asked if the Board would like to have Carter, Goble, Lee come to this meeting. The Board does not have an idea of what a pre-millage process would cost. There was discussion as to whether there should be a pre-meeting before the charrette, have Bob Goble come in to address planning and someone to discuss architectural services. There was concern expressed as to whether it would be a good idea to have the people from Kalamazoo come in to present the process to the

full Board. Administration needs direction on who the Board wants invited and how much do you want to spend?

**RECONSIDERATION OF CHARRETTE RESOLUTION - FAILED**

9/ Moved by Commissioner Thiele, seconded by Commissioner Black to reconsider the decision from the previous meeting to alter the last paragraph to say, "as an alternate delivery system, the possibilities of attaining a charrette will be determined subsequent to listening to Jack Krause, Carter, Gobel, Lee and the information presented at the June 10, 2009 SMART Meeting". Motion lost on roll call vote: Yeas - 4 votes. Nays - 7 votes. Absent - 0 votes.

- |   |              |   |                 |
|---|--------------|---|-----------------|
| N | TERRY BURNS  | N | DON BLACK       |
| N | STEVE McNEAL | N | TOM JESSUP      |
| N | PAUL VanECK  | N | FRITZ SPREITZER |
| Y | MARK DeYOUNG | Y | JON CAMPBELL    |
| N | DEAN KAPENGA | Y | LARRY JONES     |
| Y | MAX THIELE   |   |                 |

**PARKS, RECREATION & TOURISM-FACETS VOLUNTEER SERVICES AGREEMENT**

10/ WHEREAS, on March 12, 2009 the Allegan County Board of Commissioners approved a request from the Parks, Recreation and Tourism Department to approve a lease agreement with the Michigan Department of Natural Resources for the Equestrian Trail System within the Allegan State Game Area in Monterey, Clyde, Heath and Valley Townships of Allegan County to maintain, operate and develop the premises for twenty-five years from January 1, 2009 through December 31, 2034; and

WHEREAS, Friends of the Allegan County Equestrian Trail System, has been established and has committed to assist the County to mark, maintain and manage the Trail System; and

WHEREAS, a Volunteer Services Agreement has been drafted by the County's corporate counsel, approved by MMRMA, and was supported unanimously by the Parks Commission at their May 5, 2009 meeting.

**THEREFORE BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the Volunteer Services Agreement as presented; and

**BE IT FINALLY RESOLVED** that the Board Chairman and the County Administrator are authorized to sign the necessary documents on behalf of the County, and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner Thiele, seconded by Commissioner Burns to take immediate action and approve the resolution.

Motion carried by roll call vote: Yeas - 11 votes. Nays - 0 votes. Absent - 0 votes.

#### **VOLUNTEER GROUP SERVICES AGREEMENT**

This Volunteer Group Services Agreement ("Agreement") is entered into by and between the Friends of the Allegan County Equestrian Trail System ("Volunteer Group") and Allegan County, Michigan ("County").

In consideration of the mutual undertakings set forth below, the parties hereto agree as follows:

1. **Scope of Service.** The Volunteer Group desires to assist the County with maintenance of the designated equestrian trail system that is operated and managed by the County. The Volunteer Group agrees to provide services as directed by the County and its Parks, Recreation and Tourism Department. These services will include, but are not limited to, clearing trails of brush and debris, assisting with the creation and closure of trail segments, assisting with the posting of trail markers and signs, and helping to police the trail system for trash and litter. The Volunteer Group is committing to provide a minimum of 400 hours of volunteer service during the term of this Agreement.

2. **Donation of Time and Materials.** The Volunteer Group (and its members and participants) shall donate its services and is not entitled to nor expects any present or future salary, wages, or other benefits for these services from the County. Under no circumstance shall the Volunteer Group (or its members or participants) bill or charge the County for any services.

3. **Covenants, Representations and Warranties.** The Volunteer Group covenants, represents and warrants that its services shall be performed in a highly professional manner and in accordance with the terms and conditions of this Agreement; it understands and agrees to fully abide by all County policies and rules and directives, which may be updated from time to time; and it shall, in performing services, comply with all applicable federal, state and local laws. The Volunteer Group shall provide the County with an attendance roster, including names, addresses, phone numbers and hours worked for each participant. The Volunteer Group shall be responsible for securing a signed volunteer waiver form from each participant using a form approved by the County. The Volunteer Group shall also be responsible for obtaining formal parental/guardian consent for any attendance and participation by persons under the age of 18.

4. **Termination.** This Agreement shall be effective as of March 15, 2009, and shall continue and extend until December 31, 2009. Each party shall have the right to terminate this Agreement at any time without cause by giving thirty (30) days' prior written notice to the other party. The County shall further have the right to terminate this Agreement immediately at any time by written notice to the Volunteer Group if the County deems in its sole discretion that the Volunteer Group has not fully complied with the Agreement or satisfactorily performed the requested services.

5. **Indemnity.** To the fullest extent permitted by law, the Volunteer Group shall and does hereby agree to indemnify, hold harmless and defend the County, its officers, elected officials, affiliates, employees, agents, contractors, attorneys and/or representatives from and against any and all claims, losses, damages, expenses and all other liabilities arising out of or resulting in whole or in part from the Volunteer Group's, or any of its participants', members', agents', employees' or subcontractors' (collectively "Indemnitors"), performance or failure to perform under this Agreement (collectively "Liabilities"). The foregoing indemnity shall include, but not be limited to, court costs, attorney fees, costs of investigation, costs of defense, settlements, and judgments associated with any and all of the Liabilities.

6. **Limitation of Liability.** In no event shall the County have any liability for any loss or damage, whether direct, consequential, indirect or incidental, suffered by the Volunteer Group or a participant or member thereof arising from or related to this Agreement, including without limitation, loss of profits, interest or revenue, or use or interruption of business. The Volunteer Group agrees that any funds expended or expenses incurred for labor, equipment, materials or other items with regard to its provision of services to the County are the sole responsibility of the Volunteer Group and in no event shall the County be liable for such expenses. The Volunteer Group for itself and on behalf of its participants and members hereby waives any and all claims now and in the future that it may have against the County for liabilities, losses, actions, damages, judgments, costs or expenses of whatever nature, including attorney fees, incurred by reason of or arising out of any injury to any person(s), damage to property, loss of use of any property, violation of law, or otherwise in connection with or related to this Agreement and the provision of services to the County.

7. **Parties' Relationship.** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Volunteer Group, nor any of its participants, members, employees or agents, shall have any claim under this Agreement or otherwise against the County for benefits or compensation of any kind.

8. **Enforceability.** If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. This Agreement's indemnification provisions shall survive termination of this Agreement.

9. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Michigan.

10. **Scope and Modification.** This Agreement contains all of the terms and conditions agreed upon by the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof. This Agreement cannot be modified or changed except by written instrument signed by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof, whether or not similar, nor will such waiver constitute a continuing waiver, unless otherwise expressly provided in writing by the party hereto granting such waiver.

ALLEGAN COUNTY

FRIENDS OF THE ALLEGAN COUNTY  
EQUESTRIAN TRAIL SYSTEM

By: \_\_\_\_\_  
Its:

By: Robert H. Kucala  
Its: President of FACETS

Dated: \_\_\_\_\_

Dated: 3-23-09

## 2010 BUDGET - GOALS &amp; OBJECTIVES/ CORE SERVICES

11/ Rob pointed out that he has posted the departmental goals and objectives on the web. This is the beginning of the 2010 budget process and he encouraged the Commissioners to review the information.

## CITY OF ALLEGAN - AMENDMENT OF DDA PLAN

12/ Rob explained that the City of Allegan is asking to amend the Downtown Development Authority plan and they have given notice that they will hold a public hearing on this issue on May 11, 2009. Any questions or objections can be presented at the hearing.

## INVITE BOB GOBLE TO ATTEND - MAY 21, 2009 PLANNING SESSION

13/ Moved by Commissioner McNeal, seconded by Commissioner DeYoung to invite Bob Goble to attend the May 21, 2009 Planning Session.

Moved by Commissioner Thiele, seconded by Commissioner Jessup to amend the motion to have him attend a meeting on some other date. The motion to amend failed on roll call vote: Yeas - 4 votes. Nays - 7 votes. Absent - 0 votes.

N	TERRY BURNS	N	DON BLACK
N	STEVE McNEAL	Y	TOM JESSUP
N	PAUL VanECK	Y	FRITZ SPREITZER
N	MARK DeYOUNG	Y	JON CAMPBELL
N	DEAN KAPENGA	N	LARRY JONES
Y	MAX THIELE		

The original motion was approved by roll call vote: Yeas - 8 votes. Nays - 3 votes. Absent - 0 votes.

Y	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL	N	TOM JESSUP
Y	PAUL VanECK	N	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA	Y	LARRY JONES
N	MAX THIELE		

**CLARIFICATION BY ADMINISTRATOR**

14/ Rob Sarro clarified what he feels are the Board's expectations regarding the meeting on May 21, 2009. He asked for clarification on whether the Commissioners will attend the SMART meeting to get information on the conduct of a charrette or is he expected to invite individuals from Kalamazoo County to make a presentation of how they used this method. After hearing from the members he stated he will contact the Kalamazoo County Administrator and find out who they worked with and what, if any, documented costs they incurred. He will invite the Administrator to come over and share that information with us. He asked if there were any objections to what he has outlined. No objections were expressed

**PUBLIC PARTICIPATION - NO COMMENTS**

15/ Chairman Jones opened the meeting to public participation and as there were no comments, he closed the meeting to public participation.

**ADJOURNMENT UNTIL MAY 21, 2009 AT 9:30 A.M.**

16/ Moved by Commissioner VanEck, seconded by Commissioner Campbell to adjourn until May 21, 2009 at 9:30 a.m. The motion carried and the meeting was adjourned at 12:55 p.m.

  
Clerk-Register