

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Thursday, August 9, 2012**  
**9:30 AM**

**Consent Items:**

1. Approval of the Agenda
2. [Approval of the minutes from the July 12, 2012 Planning and Policy Committee meeting.](#)

**Action Items:**

1. [Bid Tabulation – Riley Trails Red Pine Management](#)  
Suggested Motion:  
To receive and forward to the Board of Commissioners bids for thinning pine plantations at Riley Trails and approve award of contract to the Pulpwood and Forestry Products which will pay \$20.00 per cord for red pine timber sales and \$5 per cord for pitch pine with revenues after expenses to be split equally between the Parks Fund and the General Fund.
2. [Lease of Land to Parkside Marina](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.
3. [Bid Tabulation – Grand River Open Space Improvements](#)  
Suggested Motion:  
To receive and forward to the Board of Commissioners bids for the Grand River Open Space Improvement Project and accept the low bid from West Michigan Dirtworks for the base bid plus Alternates 1-4 in the amount of \$53,996.71 with funding from the Parks and Recreation budget.
4. [Proposed Policy Changes](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the proposed changes to the following policies: Travel and Meal Policy, Harassment Policy, Personnel Records Policy, and Problem Solving Policy for review and comment.

**Discussion Item:**

1. [Policies Reviewed](#)

**Adjournment**

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

**Addition to the Agenda  
Planning and Policy Committee  
West Olive Administration Building – Board Room  
12220 Fillmore Street, West Olive, Michigan 49460  
Thursday, August 9, 2012  
9:30 AM**

**Action Items:**

5. [Convey Bike Path Easement to Port Sheldon Township](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the Bicycle Path and Walkway Easement which deeds an easement through a portion of Hemlock Crossing to Port Sheldon Township at no cost.

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

**PLANNING & POLICY COMMITTEE**

**Proposed Minutes**

DATE: July 12, 2012

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Roger Rycenga, Dennis Swartout, Jane Ruiter, James Holtvluwer, Stu Visser

STAFF& GUESTS: Alan Vanderberg, Administrator; Keith Van Beek, Assistant Administrator; Sherri Sayles, Deputy Clerk; Greg Rappleye, Corporate Counsel; Justin Clark, Clerk's Office; John Scholtz, Parks & Recreation Director

SUBJECT: CONSENT ITEMS

PP 12-029 Motion: To approve the agenda of today as presented and to approve the minutes from the June 14, 2012 meeting as presented.  
Moved by: Ruiter UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Parks Projects Update – John Scholtz gave an overview of the park projects being worked on this summer. Park revenue for 2012 is up \$30,000 over 2010 which was the biggest summer thus far.

John briefly spoke on the Parkside Marina and the issues at hand. The Parks Commission's vision is to upgrade the marina and waterfront walkway. The Parks Commission feels strongly that the lease agreement needs to be redone and they are looking at what would be a fair market rate for operating the marina. The marina was notified in March of a potential change and will be providing the Parks Commission with three years of financial information. John is trying to work through the issues with the marina.

2. Closed Session to Discuss Property Acquisition

PP 12-030 Motion: To go into a closed session at 9:58 a.m. for the purpose of discussing property acquisition.  
Moved by: Swartout UNANIMOUS

Roll call: Yes: Visser, Holtvluwer, Ruiter, Swartout, Rycenga. (5)

PP 12-031 Motion: To rise from closed session at 10:05 a.m.  
Moved by: Swartout UNANIMOUS

SUBJECT: ADJOURNMENT

PP 12-032

Motion: To adjourn at 10:05 a.m.  
Moved by: Holtvluwer

UNANIMOUS

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 8/9/2012

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Bid Tabulation – Riley Trails Red Pine Management

## SUGGESTED MOTION:

To receive and forward to the Board of Commissioners bids for thinning pine plantations at Riley Trails and approve award of contract to the Pulpwood and Forestry Products which will pay \$20.00 per cord for red pine timber sales and \$5 per cord for pitch pine with revenues after expenses to be split equally between the Parks Fund and the General Fund.

## SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission hired a forester to work with the Parks Commission on the development of a forest management plan for Riley Trails and also to oversee pine management. Based on the plan, a pine thinning project was put out to bid with goals to gradually transition to a native forest at this site, respect park amenities, and also generate timber sales revenue. The project will remove approximately one third of the red and pitch pine and all Scotch pine. A key goal is to improve the health of the pine plantations and to promote growth of native plants which will increase biodiversity within the park. Total estimated revenues from the sale are \$18,340.

## FINANCIAL INFORMATION:

Total Cost: \$0.00      General Fund Cost: \$0.00      Included in Budget:     Yes     No

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: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

**ADMINISTRATION RECOMMENDATION:**     Recommended     Not Recommended     Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



## MEMORANDUM

Date: July 30, 2012  
To: Ottawa County Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Bid Tabulation – Riley Trails Red Pine Management

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The Ottawa County Parks and Recreation Commission hired a forester to work with the Parks Commission on the development of a forest management plan for Riley Trails and also to oversee pine management. Based on the plan, a pine thinning project was put out to bid with goals to gradually transition to a native forest at this site, respect park amenities, and also generate timber sales revenue. The project will remove approximately one third of the red and pitch pine and all Scotch pine. A key goal is to improve the health of the pine plantations and to promote growth of native plants which will increase biodiversity within the park. Total estimated revenues from the sale are \$18,340.

Proposed motion:

To receive bids for thinning pine plantations at Riley Trails and approve award of contract to the Pulpwood and Forestry Products which will pay \$20.00 per cord for red pine timber sales and \$5 per cord for pitch pine with revenues after expenses to be split equally between the Parks Fund and the General Fund.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: To contribute to a healthy physical, economic, and community environment.

**Tabulation of Bids**  
Riley Trails Pine Management  
June 29, 2012

One bid received:

Pulpwood and Forestry Products	\$20.00/cord – Red Pine	\$5.00/cord – Pitch Pine	Total Bid:
131 S. Maple Island Road			\$18,340
Muskegon, MI			

## Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 8/9/2012

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Lease of Land to Parkside Marina

### SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.

### SUMMARY OF REQUEST:

Ottawa County Parks proposes to lease a portion of its Historic Ottawa Beach Parks (Park 12) including 600+ feet of land on Lake Macatawa to Parkside Marina to allow continuation of the marina business. Attorney Doug Van Essen prepared the attached lease document which was approved in principle by the Parks Commission at its August 1 meeting, recognizing that it may be necessary for some minor revisions after further discussions with Parkside Marina and review by the Board of Commissioners.

In summary, the lease recognizes Parkside Marina's historic use of the property by granting a five year concession but also sets the stage for transitioning this concession to competitive public bidding to comply with Ottawa County policies. The lease includes language identifying a timeline for bidding to permit an upgraded marina to be in place by 2018 and identifies Parkside Marina as a qualified bidder. The lease rate increases from \$13,500 to \$15,000 with allowance for annual increases tied to the CPI index. The lease rate is based on advice from an outside appraiser who specializes in marina valuation. Also included in the lease document is a Right of First Refusal on Elaine Blouw's private residence. This clause would give Ottawa County the right to match an offer by an outside party for this property which is surrounded by park land.

### FINANCIAL INFORMATION:

Total Cost: \$0.00      General Fund Cost: \$0.00      Included in Budget:     Yes     No

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: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

**ADMINISTRATION RECOMMENDATION:**     Recommended     Not Recommended     Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:





## MEMORANDUM

Date: August 2, 2012  
To: Ottawa County Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Lease of Land to Parkside Marina

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Ottawa County Parks proposes to lease a portion of its Historic Ottawa Beach Parks (Park 12) including 600+ feet of land on Lake Macatawa to Parkside Marina to allow continuation of the marina business. Attorney Doug Van Essen prepared the attached lease document which was approved in principle by the Parks Commission at its August 1 meeting, recognizing that it may be necessary for some minor revisions after further discussions with Parkside Marina and review by the Board of Commissioners.

In summary, the lease recognizes Parkside Marina's historic use of the property by granting a five year concession but also sets the stage for transitioning this concession to competitive public bidding to comply with Ottawa County policies. The lease includes language identifying a timeline for bidding to permit an upgraded marina to be in place by 2018 and identifies Parkside Marina as a qualified bidder. The lease rate increases from \$13,500 to \$15,000 with allowance for annual increases tied to the CPI index. The lease rate is based on advice from an outside appraiser who specializes in marina valuation. Also included in the lease document is a *Right of First Refusal* on Elaine Blouw's private residence. This clause would give Ottawa County the right to match an offer by an outside party for this property which is surrounded by park land.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

## MARINA CONCESSION

THIS AGREEMENT (“Agreement”) is made effective the 30th day of August 2012, between the COUNTY OF OTTAWA, a Michigan municipal corporation, of 12220 Fillmore Street West Olive, Michigan 49460 (the “County”), and PARKSIDE MARINA, INC., a Michigan corporation, of 2314 Ottawa Beach Road, Holland, Michigan 49423 (“Parkside”).

### Recitals

A. Parkside is the owner of certain boat docks, hoists, lifts, tractors, portable utility buildings, picnic equipment, mast and spar storage facilities, and other equipment associated with the operation of a public marina and which are located on a parcel of real property known as “Park Parcel 12” in the West Michigan Park, Park Township, Ottawa County, Michigan.

B. The County is the title owner of the Park Parcel 12.

C. Parkside has been operating a marina on the Park Parcel 12 for many years, the past 21 years through leases with the County (the “Leases”) and previous to the Leases under a Marina Operating Agreement dated April 6, 1981, (the “Operating Agreement”) with the Township of Park, a Michigan municipal corporation (the “Township”). None of these contracts have been competitively bid.

D. For at least the past six (6) years, the County’s arrangement with Parkside has been the exclusive marina concession given by the County on Park Parcel 12.

E. The Operating Agreement and Leases have terminated in accordance with their terms. However, the County and Parkside have agreed that Parkside may continue to operate its exclusive marina concession on Park Parcel 12 for the next five (5) years, provided it meets the terms and conditions of this Agreement.

### Agreement

IN CONSIDERATION of the mutual covenants set forth below, the parties agree as follows:

1. General Agreement. The County agrees to rent to Parkside and Parkside hires from the County the Leased Premises, including the surface property identified in Exhibit A and any associated lake bottom lands, as the exclusive marina concession in Park Parcel 12, and for use for marina purposes only and for no other purpose. The Leased Premises shall not include twenty (20) foot wide area depicted in the picture in Exhibit A, which is necessary for the new bike and pedestrian path being constructed on Park Parcel 12 by the County. The County reserves the right even after the execution of the lease to modify the legal description contained in Exhibit A to reflect this reservation.

2. Competitive Bidding. The parties recognize that the concession and lease contained herein is a valuable public right and agree that if any interest is to be extended

hereafter to Parkside, that such extension will occur only after the County has competitively bid the right, which bidding will occur under the following conditions:

- a. Parkside will be considered a “qualified bidder” for further concession under terms then proposed by the County, provided Parkside submits a timely and complete bid package by the date identified in the County’s request for proposals (“RFP”).
- b. Unless this Agreement is terminated earlier, the County will issue an RFP no earlier than January 1, 2016, for purposes of a subsequent concession or lease agreement that will take effect no earlier than November 1, 2017.
- c. The County reserves the right to reject Parkside’s RFP and those of any or all other RFP bidders for any reason and, specifically, that the County is not obligated to accept the “highest” bid nor (other than considering Parkside a “qualified bidder”) is the County obligated to give Parkside any advantage over other bidders who are also looking for the opportunity to receive this valuable public right.
- d. If Parkside’s bid in the RFP process is rejected, Parkside agrees to fully cooperate with the County and any new party receiving a subsequent concession and/or lease with respect to the transition of the Leased Premises, including but not limited to ensuring that all docks (except pilings) all boats, equipment and other Parkside property or property of Parkside’s subtenants is removed from all portions of the Leased Premises and/or the County’s portion of the Park Parcel 12 property by the expiration date of this Agreement. If any such property is not removed, Parkside agrees that the County may remove any such property and/or evict any subtenant’s holdover and Parkside will reimburse the County for its costs, including but not limited to attorneys’ fees.

3. Term. This Agreement shall commence as of August 30, 2012 and will continue until October 31, 2017, unless hereafter terminated through either one of the following two means:

- a) by the County if “for cause” as provided in Paragraph 18, below, entitled “County Termination”; or,
- b) by Parkside as provided in paragraph 19, below, entitled “Parkside Termination.”

4. Rent.

- a) **Base Rent.** Beginning in 2013, Parkside agrees to pay the County as base rent for the concession and Leased Premises the sum of Fifteen Thousand Five Hundred Dollars (\$15,000.00) per year payable (the “Base Rent”) in

six (6) equal monthly installments on the 15<sup>th</sup> day of May, June, July, August, September and October of each year during the term of this Agreement.

- b) Adjustment of Base Rent. The base rent may be subject to adjustment at the discretion of the County on an annual basis, effective as of the anniversary date of this Agreement. Such increases shall not exceed 2% above the previous year's Consumer Price Index, All Cities retail. Once adjusted, the base rent for succeeding years will include any and all previous adjustments.

5. Acceptance of Premises. Parkside acknowledges that it has been in possession of the Leased Premises for many years and agrees to accept the Leased Premises in "as is" condition without any representation or warranty by the County concerning the condition of the Leased Premises.

6. Maintenance.

- a) All maintenance and repair of the Leased Premises shall be the responsibility of Parkside at its expense, and Parkside shall keep the Leased Premises in a neat and clean condition and a good state of maintenance and repair throughout the term of this Agreement, having due regard for the Leased Premises use as a public marina and the purposes, activities and equipment necessary to the proper operation of such a facility and the extent of the property involved and due regard for the fact that the Leased Premises is now located with the borders of a developed Ottawa County park.
- b) The parties contemplate that the Parkside will store its mobile equipment consisting of tractors, forklifts and the like on the Leased Premises along with its subtenants' boat cradles and trailers. Storage of such equipment will not be deemed a violation of Parkside's obligation to keep the Leased Premises neat and clean, provided such storage meets the discretion of the Ottawa County Parks Department. However, at no time—either during the season or in the offseason, shall boats or cradles be parked in the Ottawa Beach Road right of way or in any portion of Park Parcel 12 outside of the Leased Premises.
- c) Parkside will comply with all applicable governmental laws, ordinances, and regulations.
- d) Parkside shall return the Leased Premises to the Landlord upon the termination of this Agreement in as good a condition as of the date of this Agreement, ordinary wear and tear and damage by the elements excepted.

- e) The County shall have no responsibility for the maintenance or repair of the Leased Premises; however, the Ottawa County Parks Department retains the right to advise Parkside in writing that the Leased Premises are not being maintained to its satisfaction and Parkside agrees to timely address and rectify the County's concerns.

7. Improvements.

- a) Parkside shall not make any change or alteration in the Leased Premises without the prior written consent of the County.
- b) The parties envision that the RFP process to be undertaken in 2016 or 2017 will likely involve a new marina facility and, therefore, recognize that any improvements or additional fixtures proposed should take into account such a development.
- c) All fixtures and improvements on the Leased Premises shall be insured by the Parkside, at its cost, during the terms of this Agreement.

8. Conduct and Operations. Parkside will conduct its business and use reasonable measures at reasonable times to provide that the conduct of its agents, employees, invitees, subtenants and their guests is orderly and reasonably quiet and that the conduct of the marina and its patrons does not unreasonably or unlawfully interfere with the comfort or convenience of the Ottawa County Parks Department, including but not limited to the public parks developed in Park Parcel 12, or otherwise interfere with public use of Park Parcel 12 or violate any governmental law, ordinance or regulation. The parties recognize that Parkside operates a public marina which involves concomitant activity including a certain amount of noise including starting and operating boat motors, sometimes early in the morning; reasonable group social activities; and the movement and storage of boats, docks and related materials. Parkside will use reasonable measures at reasonable times so that it and its subtenants adhere to state, federal and local environmental laws and ordinances. The Parkside will indemnify the County against any environmental liability incurred as a result of the marina operations that occur during the term of this Agreement.

9. Utilities. Parkside shall provide and pay for all water, electricity, and any and all other utility services provided to the Leased Premises. All such utilities shall be entered in the name of Parkside. The County shall have no obligation to provide any utility services.

10. Personal Property. Any personal property placed in and upon the Leased Premises by the Parkside shall remain the property of the Parkside and Parkside shall have the right and obligation to remove the same from the Leased Premises at the termination of this Agreement, provided, however, any damage caused to the Leased Premises as a result of the removal of Parkside's personal property shall be repaired and restored by Parkside. "Personal property" is defined, for purposes of this Agreement to include equipment or items which might otherwise be considered fixtures such as utility buildings, floating docks, boat lifts, hoists, mast racks and other items of property which may be affixed to the ground or on pads.

11. Taxes. Parkside shall pay all real estate taxes and special assessments levied or assessed upon the Leased Premises during the term of this Agreement. In the event that special assessments are permitted to be paid in installments by the assessing authority, County and Parkside shall elect to pay the same over the longest period permitted by the assessing authority, and Parkside shall only be required to pay those installments which become due during the term of the Agreement. In the event an assessment becomes due during the term of the Agreement which is not payable in installments and the Parkside gives a notice to terminate in accordance with Paragraph 17 hereof within sixty (60) days after such assessment becomes final, then upon termination of the Agreement the County shall reimburse the Parkside for such assessment.

12. Subletting and Assignment. No subletting of the Leased Premises or any part thereof nor any assignment or transfer of this Lease Agreement or any of the improvements to the Leased Premises shall be permitted without the prior written consent of the County. However, Parkside may sublet individual docks and boat slips on a seasonal basis in the ordinary course of Parkside's business pursuant to a standard form lease approved by the County. All subleases shall be subject to the termination rights provided in this Agreement.

13. West Michigan Park Association slips.

- a) The County under Paragraph 12(D) of the September 28, 2005 Stipulation and Order entered in Ottawa County Chancery Case No. 5028, captioned *West Michigan Park Association v. Michigan Department of Natural Resources, et al*, is obligated to the West Michigan Park Association ("WMPA") to provide up to fifteen (15) slips at the marina. Parkside agrees that it will make up to fifteen (15) slips on the Leased Premises available to WMPA at market rates available to the public to fulfill the County's obligation to WMPA on the terms and conditions provided in (b), (c) and (d) below.
- b) Parkside's obligation to provide slips is conditioned on the requirement that WMPA designate a representative who will notify Parkside in writing of WMPA members intention to commit to a set number of slips by November 30th of each year for the next season; or alternatively, with the agreement of Parkside, WMPA may cause its members individually to commit in writing to such seasonal rental by November 30th of the year preceding the rental. WMPA, or with Parkside's permission and agreement its individual members, will then execute corporately, or with Parkside's permission individually, and delivers to Parkside and/or causes its members to execute individually and deliver to Parkside, a number of Parkside's slip contracts, up to fifteen (15), by January 1st of the year of the season rental along with the rental payment for the following year. If there is a difference between the fifteen (15) slips annually reserved pursuant to this provision and the actual number of written slip contracts delivered by WMPA or its members by January 1st pursuant to this

provision in a particular year (“Shortfall Number of Slips”), Parkside may release the Shortfall Number of Slips to the public for that seasonal year.

- c) Parkside may seek verification of direct WMPA membership by those claiming a right to a slip. WMPA set aside slips may not be transferred, assigned, sublet, or permitted to non-WMPA members. Nothing herein shall be interpreted as obligating the Parkside to reserve more than fifteen (15) slips annually for WMPA and nothing herein shall be interpreted as precluding Parkside from leasing more than fifteen (15) slips in a given year to WMPA or its members, at Parkside’s option.
- d) The parties agree that this provision is made exclusively for these parties. It is specifically not intended to, and does not, create any direct right or claim on the part of WMPA or its members as third party beneficiaries with regard to Parkside or slips at the marina. Any claim or dispute arising from the entitlement of WMPA members to a slip under the court order will be resolved between the parties to this Agreement and/or by the County with WMPA under its Court order.
- e) Notwithstanding the provisions of this agreement, Parkside may refuse a slip to any WMPA member who does not comply with the rules and regulations of the marina or who does not meet the marina’s deadlines for returning the contract or payment.

14. Inspection and Showing. The County may enter the Leased Premises at any reasonable time to inspect the Leased Premises to assure compliance by Parkside with the terms of this Agreement and all applicable laws, ordinances and regulations.

15. Liability. The County shall not be liable to Parkside, its agents, employees, invitees, subtenants or their guests for any losses or damage to person or property (1) caused by the acts or omissions of other tenants or other persons, whether such persons be on or off the Leased Premises with or without the permission of the County; (2) caused by theft, fire, water, rain, storm, explosion, sonic boom or other causes; (3) caused by interruption, failure or malfunction of any utility or appliance; or (4) caused by any condition on, in or about the Leased Premises.

16. Indemnity; Liability Insurance. Parkside shall indemnify, defend and hold the county, its agents and employees, harmless from any and all claims or liabilities for injury to persons or damage to property by reason of accident, casualty or event occurring in; or on the Leased Premises or otherwise arising in connection with this Agreement and shall reimburse the County for all costs of defending any such claim or liability, including attorney fees. However, Parkside’s obligation under the preceding sentence shall not apply to injuries or damages resulting from the acts or neglects of the County with respect to road construction, design, and signage or traffic regulation for Ottawa Beach Road or in connection with the construction, design, signage or use of the public recreational trail and public park to be located on County property along and adjacent to the marina. Parkside, at its own expense, shall obtain and keep in

force comprehensive general liability insurance, having combined single limit coverage of at least two million dollars (\$2,000,000.00) for bodily injury and property damage, or its equivalent. Ottawa County and the Ottawa County Parks Commission shall be listed as additional insureds and the policy shall be in a form subject to the County's approval. Any such policy of insurance, by loss payable clauses or riders, shall cover both the County and Parkside.

17. Casualty. In the event of damage to the Leased Premises through fire or act of God, Parkside shall repair the damage with reasonable promptness or elect to terminate this Agreement under Paragraph 18, below.

18. County Termination. In the event Parkside defaults in the performance of any term or condition of this Lease and such default continues for a period of ten (10) days after receipt of written notice from the County, the County shall have the right to terminate this Agreement at once according to applicable provisions of state and federal law. Receipt of written notice shall be presumed to have occurred five (5) days after mailing. In addition, the County may terminate upon not less than Three Hundred Sixty (360) days prior written notice to Parkside in the event that the County determines that the operation of a private marina on Park Parcel 12 is not in the best interests of the citizens of the County and/or residents of the West Michigan Park subdivision. Upon termination, the County may enter the Leased Premises, take and retain possession thereof, and exclude Parkside therefrom. The County may thereupon remove and store at the expense of Parkside all personal effects and property found in or around the Leased Premises. All remedies agreed to in this Agreement are cumulative of all other remedies provided by law for enforcement of the Agreement provisions by the County. If Parkside vacates or abandons the Leased Premises, its right to possession of the Leased Premises shall terminate. In the event the County elects to pursue legal proceedings in order to enforce its rights under this Agreement, Parkside shall reimburse the County for all expenses incurred, including attorney fees.

19. Parkside Termination. Parkside may terminate this Agreement upon not less than Three Hundred Sixty (360) days prior written notice to the County. Upon the termination of this Agreement, Parkside shall remove all boat docks, hoists, lifts, mobile equipment, portable buildings, picnic and marina equipment and other improvements within Forty-five (45) days, unless prevented by weather; in that case, an additional period of 45 days will be allowed after the weather and ground conditions permit removal of the equipment from the Leased Premises. Parkside shall repair any damage caused by such removal. All improvements and personal property not so removed shall become the property of the County. Parkside and its owner, Ms. Elaine Blouw, acknowledge that they neither possess nor assert any interest in the Leased Premises other than the Parkside's interest in this Agreement.

20. Right of First Refusal. Parkside's owner, Ms. Elaine Blouw extends to Ottawa County, through its Parks Commission, a right of first refusal to purchase Ms. Blouw's residence ("Blouw Residence"), which is described in Exhibit B, attached hereto. Ms. Blouw agrees to provide the Ottawa County Clerk and Director of the Ottawa County Parks Department a copy of any written buy/sell agreement into which she, her estate or anyone on behalf of her or her estate enters into regarding the Blouw Residence within five (5) business days of the execution of such agreement. Ottawa County, through its Parks Commission, shall have all the rights of the buyer



in such agreement, including but not limited to the rights to close on the transaction under the same conditions and within the same deadline, except for any extension provided to the buyer as a result this right of refusal and further provided that in no event may the County's right to close be less than thirty (30) business days from the date its Clerk and Parks Department Director are served with the written buy/sell agreement. The County's right of first refusal shall be at the same purchase price as provided in the buy/sell agreement triggering the County's rights herein. The County may exercise its rights hereunder by timely advising Ms. Blouw in writing at Parkside's address above of its intent to exercise its rights under this Agreement

21. Miscellaneous.

- a) All notices and demands authorized or required to be given to either party hereunder may be served upon such party in person or by first-class mail addressed to such party at its address stated above.
- b) The paragraph titles as to the contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a part of the lease or as a limitation on the scope of the particular paragraph to which they refer.
- c) It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits of any other rights, remedies and benefits allowed by law.
- d) One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.
- e) The masculine shall be deemed to include the feminine and the singular and the plural of all provisions hereunder if the context shall so require.
- f) The covenants and agreements herein contained shall be binding upon the County and Parkside and their respective successors, heirs, personal representatives and assigns.
- g) The County and Parkside agree that this Agreement constitutes the entire agreement between the parties and may be amended only by a written agreement signed by the parties.
- h) If any paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_ day of August, 2012.

**PARKSIDE MARINA, INC.**

**COUNTY OF OTTAWA**

\_\_\_\_\_  
Elaine Blouw, President

By: \_\_\_\_\_  
Philip Kuyers, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Elaine Blouw, personally as to  
Paragraph 20, only.

By:: \_\_\_\_\_  
Daniel C. Krueger, County Clerk

By: \_\_\_\_\_  
Bobbi Jones Sabine, President  
Parks & Recreation Commission

# **EXHIBIT A**

## **EXHIBIT B**

The residence and surrounding property located at 2316 Ottawa Beach Road and with a legal description contained in previous deeds as:

Beginning at a point called "A" which is described as follows: Commencing at the central quarter corner of said Section 33, thence East 870.6 feet thence South 552 feet, thence South 32° 30' West 105 feet; thence North 55° 30' 55.5 feet to the place of the beginning, called "A" running thence South 55° 30' East 83 feet to the shores of Black Lake, then Southwesterly along the shores of Black Lake 85 feet, thence North 53° 15' West 105 feet to the South line of the Ottawa Beach Road, thence Northeasterly along the South line of said road to the place of the beginning called "A."

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 8/9/2012

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Bid Tabulation – Grand River Open Space Improvements

## SUGGESTED MOTION:

To receive and forward to the Board of Commissioners bids for the Grand River Open Space Improvement Project and accept the low bid from West Michigan Dirtworks for the base bid plus Alternates 1-4 in the amount of \$53,996.71 with funding from the Parks and Recreation budget.

## SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission solicited bids for a contractor to construct improvements to Grand River Open Space located in Tallmadge Township. The project will include gravel access road improvements and realignment, gravel parking development, information kiosk and vault toilet construction, installation of post and cable barriers, and other miscellaneous improvements. Ten bids were received on July 31 and, following a review of the bids and qualifications of the low bidder, the Parks and Recreation Commission recommends award of bid to the low bidder, West Michigan Dirtworks, for the base bid and Alternates 1-4 for a total bid award of \$53,996.71.

## FINANCIAL INFORMATION:

Total Cost: \$53,996.71      General Fund Cost: \$0.00      Included in Budget:     Yes     No

If not included in budget, recommended funding source: Parks and Recreation Budget

## ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated       Non-Mandated       New Activity

## ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

**ADMINISTRATION RECOMMENDATION:**     Recommended     Not Recommended     Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



## MEMORANDUM

Date: August 2, 2012  
To: Ottawa County Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Bid Tabulation – Grand River Open Space Improvements

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The Ottawa County Parks and Recreation Commission solicited bids for a contractor to construct improvements to Grand River Open Space located in Tallmadge Township. The project will include gravel access road improvements and realignment, gravel parking development, information kiosk and vault toilet construction, installation of post and cable barriers, and other miscellaneous improvements. Ten bids were received on July 31 and, following a review of the bids and qualifications of the low bidder, the Parks and Recreation Commission recommends award of bid to the low bidder, West Michigan Dirtworks, for the base bid and Alternates 1-4 for a total bid award of \$53,996.71.

Proposed motion:

To receive bids for the Grand River Open Space Improvement Project and accept the low bid from West Michigan Dirtworks for the base bid plus Alternates 1-4 in the amount of \$53,996.71 with funding from the Parks and Recreation budget.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: To contribute to a healthy physical, economic, and community environment.



Ottawa County Parks &  
Recreation Commission

**BID TABULATION**  
JULY 31, 2012 10AM

GRAND RIVER OPEN SPACE SITE IMPROVEMENTS

	COMPANY (BIDDER)	BID BOND	ADDENDUM #1	BASE BID	Alternate #1 (Pit Toilet)	Alternate #2 (Kiosk)	Alternate #3 (Post Cable)	Alternate #4 (Trees)	Total w/Alternates
1	WEST MICHIGAN DIRTWORKS	X	X	\$34,971.71	\$12,000.00	\$2,000.00	\$1,785.00	\$3,240.00	\$53,996.71
2	DENNY'S EXCAVATING	X	X	\$39,026.26	\$7,200.00	\$2,000.00	\$3,094.00	\$2,820.00	\$54,140.26
3	APEX CONTRACTORS	X	X	\$43,300.00	\$6,000.00	\$1,600.00	\$3,260.00	\$3,000.00	\$57,160.00
4	TERRACON LLC (ZEELAND)	X	X	\$43,638.00	\$7,620.00	\$2,600.00	\$3,000.00	\$3,000.00	\$59,858.00
5	KATERBURG VERHAGE	X	X	\$44,750.00	\$7,210.00	\$1,880.00	\$1,844.50	\$2,940.00	\$58,624.50
6	STEIN CONSTRUCTION	X	X	\$46,930.80	\$7,000.00	\$1,800.00	\$1,547.00	\$3,600.00	\$60,877.80
7	RUSH CREEK EXCAVATING	X	X	\$48,500.00	\$8,800.00	\$3,600.00	\$3,570.00	\$3,500.00	\$67,970.00
8	DESAL EXCAVATING	X	X	\$49,135.00	\$6,350.00	\$3,675.00	\$2,735.00	\$3,600.00	\$65,495.00
9	SIETSMA EXCAVATORS	X	X	\$55,388.07	\$5,500.00	\$770.00	\$4,403.00	\$3,304.80	\$69,365.87
10	AL'S EXCAVATING INC.	X	X	\$57,554.55	\$17,000.00	\$4,500.00	\$4,760.00	\$2,652.00	\$86,466.55

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 8/9/2012

**Requesting Department:** Administrator's Office

**Submitted By:** Misty Cunningham

**Agenda Item:** Proposed Policy Changes

## SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the proposed changes to the following policies: Travel and Meal Policy, Harassment Policy, Personnel Records Policy, and Problem Solving Policy for review and comment.

## SUMMARY OF REQUEST:

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

## FINANCIAL INFORMATION:

Total Cost: \$0.00      General Fund Cost: \$0.00      Included in Budget:     Yes     No

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

Objective: 1: Review and evaluate the organization, contracts, programs, systems, and services for potential efficiencies.

**ADMINISTRATION RECOMMENDATION:**     Recommended     Not Recommended     Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:





# County of Ottawa

## TRAVEL AND MEAL POLICY

### I. POLICY

This policy shall apply to all County employees, elected and appointed officials, and any other person who submits a travel or expense voucher to the County for reimbursement.

The responsibility for ensuring compliance with this policy rests with each traveler's department head. The Administrator and/or the Administrator's designee reserves the right to question travel vouchers which appear to violate the intent of this policy or to waive, where special circumstances warrant, any regulation/requirement herein.

~~All officers, employees and persons traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.~~ All officers, employees, and persons traveling on official business are expected to exercise the appropriate level of care in incurring expenses, recognizing the use of public funds to support these expenses. The person authorized to approve reimbursement of expenses is the traveler's department head and/or designee.

The County Administrator and/or the Administrator's designee is responsible for interpretation and enforcement of this policy as they apply to all County employees, elected officials, and non-County personnel but excluding the County Administrator. The Finance and Administration Committee of the Board of Commissioners is responsible for interpretation and enforcement of this policy as they apply to the County Administrator, and may hear appeals of the Administrator's interpretation of this policy.

### II. STATUTORY REFERENCES

Internal Revenue Service Code

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: 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 January 28, 1992, Resolution Number: BC 92-58

Board of Commissioner Review Date and Resolution Number: BC 04-172, July 2004

Board of Commissioners Revised Adopted Date: BC 04-185, August 2004

Name and Date of Last Committee Review: Planning and Policy – April 18, 2001/Personnel Committee June 14, 2004

Board of Commissioners Revised Adopted Date: BC 10-092, April 2010

Last Review by the Internal Policy Review Team: ~~April 25, 2011~~ May 16, 2012



# County of Ottawa

## IV. PROCEDURES

### A. General Information

1. All expenses must be annotated. A person must substantiate an expenditure for travel by adequate records or by sufficient evidence corroborating his/her own statement as to: (a) amount, (b) time and place, (c) business purpose, and (d) business relationship to taxpayers (IRS Code Section 954A). Also, an arrangement is not a reimbursement or an express expense allowance arrangement if it (a) does not require the employee to substantiate the covered expenses to the employer or (b) allows an employee to retain amounts in excess of substantiated covered expenses (IRS Code Section 941A).
2. Use of credit cards or County issued purchasing cards ~~credit cards~~ will be accepted ~~as evidence of payment~~ if supported by an detailitized receipt, ~~appropriately annotated to support cash payments.~~
3. Actual travel expenses of persons, other than County employees, who are called upon to contribute time and services as consultants, advisers or volunteers, must be authorized by the appropriate department head and/or designee. Documentation must be furnished as required by these regulations. The voucher must include an explanation/justification for the expense incurred by the consultant, advisor, or volunteer. ~~Complete explanation and justification must be shown on the vouchers. This type of expense should be submitted on the Expense Voucher.~~
4. Authority for Travel: All travel other than normally assigned in-County travel and travel of less than one day (not overnight), shall be duly authorized and approved by the department head and/or designee. Sufficient budgeted funds must be available for such travel except that the Board of Commissioners may authorize travel and provide non-budgeted funds upon special request.
5. Advances for Travel: Normally, all travelers on official business for the County are expected to provide themselves with funds to cover their expenses. (Reimbursements will be processed in weekly check runs).
  - a. The eCounty will pay direct the following expenses:
    - 1). Registration costs for conferences and seminars.
    - 2). Public transportation costs (i.e., air, boat, bus or rail).
    - 3). Lodging charges.
  - b. In unusual cases, an actual advance can be requested. The advance will be determined by using the per diem guidelines established in this policy and the following are met:



# County of Ottawa

- 1). The travel advance is authorized by the Administrator and/or the Administrator's designee who is to ensure that the advance is reasonable and complies with these regulations.
- 2). Upon the traveler's return, a final accounting of the actual expenses incurred plus required receipts will be submitted to the Fiscal Services Department within fifteen (15) days on an Expense Voucher.

## B. Expense Vouchers

1. The Expense Voucher form is to be used for reimbursement of expenses.
2. The expenses of only one person shall be included on a single expense voucher, except when an employee in a custodial capacity is responsible for and pays expenses of others who accompany him or her. Names of others must be recorded on the expense voucher.
3. Itemized receipts must be attached for all items of expenses. Any receipt not submitted where required by this policy may cause the expense for same to be denied or reimbursed at rates determined by the Administrator and/or the Administrator's designee.
4. Conference and seminar agendas shall be submitted in instances where lodging will be requested for reimbursement. Conference and seminar agendas, whenever such agendas exist, shall be submitted in instances where meal costs will be requested for reimbursement.
5. Expense vouchers shall be submitted within fifteen-thirty (15/30) days after incurring the expenditures.
- ~~5-6.~~ The department head and/or designee approving the expense voucher is responsible for the certification of all items of expense as being necessary, correct and not in conflict with this policy. Questions from Fiscal Services regarding an expense voucher will first be directed to the department head and/or designee that signed the expense voucher.

## C. Transportation

1. All travel must be by "usually" traveled route. In case a person travels by an indirect route for his or her ~~own~~ convenience, or uses a slower or more expensive ~~mode of transportation~~ travel route, any extra costs shall be borne by the traveler and reimbursement for expenses will be based on only such charges as would have been incurred by a usually traveled ~~route. route as determined by the Administrator and/or the Administrator's designee.~~ For example, i.e. Pa person has a conference in Denver, Colorado, scheduled to start Monday at 8:30 a.m. and concludes Friday at 11:00 a.m. The airlines schedule would allow the traveler to depart Sunday and ~~allow them to~~ return Friday. If, for whatever reason, the individual elects to drive there and back leaving Saturday and returning Sunday, expenses incurred for lodging and meals on Saturday and the



# County of Ottawa

~~following Saturday and Sunday would not be reimbursed by the County fly home on Saturday, lodging for SaturdayFriday night and meal costs after Friday afternoon would not be allowedreimbursed by the County.-~~

2. Public Carrier: The expense of traveling by public carrier (rail, airplane, boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation. Transportation expense in excess of the cost of coach-class air-fare and associated costs, e.g. baggage, will not be allowed unless justification ~~therefore~~ is given and the approval of the Administrator and/or the Administrator's designee is obtained before leaving on the proposed trip. ~~The cost for luggage on the public carrier will be reimbursed.~~
3. Private Automobile: If travel is by privately owned automobile, the traveler will be reimbursed at the rate established by the Board of Commissioners. (See Mileage Policy). If the travel is by private automobile, the maximum allowance will be the established mileage rate or coach-class air-fareairfare (round trip determined 30 days in advance of trip) and associated charges as would have been incurred by a usually traveled route, whichever is the lesser amount.
4. Any transportation arrangements other than what is covered above will require specific approval by the Administrator and/or the Administrator's designee, prior to commencing travel.

## D. Lodging

1. The actual paid lodging receipt is required for lodging reimbursement. Any change in hotel charges during continuous occupancy by an employee must be explained on the voucher. Documentation must show lowest available single occupancy rate as certified by the hotel or other lodging. IRS Tax Code Section 954A: A taxpayer must have documentary evidence for any lodging expense while traveling away from home.
2. When a traveler ~~in County travel status~~ who is being reimbursed by the County shares a hotel or other lodging with non-~~e~~County reimbursed travelers (family members, friends, etc.), reimbursement to the traveler will be as follows:
  - a. If a hotel or other lodging is shared with one or more non-County travelers who receive no travel reimbursement from another source, reimbursement to the traveler will be at the rate of single occupancy as certified by the hotel or other lodging (the rate of single occupancy must be documented on the receiptexpense voucher) regardless of the number of persons and/or rooms occupied. At no time will reimbursement be allowed for an additional room, or for non-County reimbursed travelers.
  - b. If a hotel or other lodging is shared with a County or non-County traveler on County business who is receiving reimbursement for travel from another budget or source, reimbursement will be reduced by a proportionate amount of the bill, based on the number of persons occupying the room.



# County of Ottawa

3. Only out-of-county lodging will be reimbursed. Additionally, lodging in counties adjacent to Ottawa County (Muskegon, Kent, and Allegan) is generally not allowed, unless specific approval by the Administrator and/or the Administrator's designee is secured prior to travel.

## E. Miscellaneous Expenses

1. Miscellaneous expenses incidental to official County travel shall be held to the minimum amount required for essential and efficient conduct of County business. ~~The department head or his/her authorized representative approving the travel voucher will be held responsible for their certification for all items of expense as being necessary and correct and cannot be in direct conflict with the travel policy.~~  
The following miscellaneous items are reimbursable with appropriate receipts:

- a. Registration Fees: Enrollment or registration fees for conventions and meetings, associations or organizations are allowable for individuals attending as official representatives of the County. Receipts must be attached to the voucher. Registration literature must be attached indicating if meals are included in the fee. If meals are included in the registration fee, corresponding meals are not reimbursable.
- b. Parking Fees: Reimbursement for parking fees is allowable, with receipts.
- c. Taxi Cab: Necessary taxi cab fares will be allowed with receipts. If receipts are not available, a full explanation is required.
- d. Car Rental: Allowable only if: (a) approved in advance of travel by the Administrator or the Administrator's designee, (b) it is more advantageous for County business and (c) more economical than some other mode of transportation. Explanation and receipt are required.
- e. Fax and Internet: Charges are allowable when necessary for official business. An full explanation and receipt is required ~~to include date, place person faxed and including~~ the nature of the business necessitating the expense.
- f. Personal Expenses: The County will not reimburse for the following: fees and tips for valets<sup>1</sup>, flight insurance, housekeeping/maid service, alcoholic beverages, cleaning and pressing clothing, renting movies, snacks, and similar personal expenses.
- g. Personal Phone Calls: An employee is allowed one reimbursed phone call home (duration not to exceed 5 minutes) for each day away.
- h. Health Club Costs: Reimbursement for reasonable costs not to exceed \$10.00 per day for use of health club facilities during travel greater than one day. Receipts are required for reimbursement.

<sup>1</sup> Fees and tips for valet charges will be reimbursed, when accompanied with receipts, when such charges are incurred as a necessary expense of the trip and not for the convenience of the traveler.



# County of Ottawa

i. Baggage Handling: Charges for handling and checking baggage at hotels, depots, and terminals are allowable, when such charges are incurred as a necessary expense of the trip and not for the convenience of the traveler. The allowable rate shall not exceed \$2.00 at each point of handling, except for airline baggage fees which are allowable for up to one piece of checked baggage.

j. Toll Bridge, Toll Road, and Ferry Boat Expenses: Toll bridge, toll road and ferry boat expenses are allowed with receipts.

## F. Meals

1. The following guidelines are to be used regarding A traveler is entitled to a full day's meal reimbursements. -wWhen travel commences before 7:00 a.m. and or extends beyond 8:00 p.m. or they are out of town at a multi-day conference, seminar, or training session, a meal reimbursement is allowed. Whenever meals are included in

the registration fee, provided by public transportation or paid by others, the traveler ~~shall~~ should not be entitled to any allowance for those particular meals-; examples:

a. Departure – June 1, 9:00 a.m.

Return – June 5, 4:30 p.m.

Allowable – June 1, lunch and dinner; June 2 through June 4, three (3) full day meals; June 5, breakfast and lunch plus four (4) days lodging.

b. Departure – June 1, 3:00 p.m.

Return – June 2, 10:30 a.m.

Allowable – June 1, dinner and lodging, June 2 - breakfast.

2. Meals will not be reimbursed for non-County travelers (spouses, members of a family, friends, etc.)
3. In-county meals will be reimbursed for Associations or Organization meetings with a receipt.
4. Guest Meals: The cost of guest meals is reimbursed only if it can be shown that such cost is necessary to conduct official County business and has prior approval of the Administrator. In no case will the amount allowed be in excess of the maximum established in this policy. Full explanation must be given on the voucher, including the name, position, and employer of the guest, nature of business discussed and how it relates to the County as required by the IRS Code. ~~Alcoholic beverages are not reimbursable by the County.~~—The total cost of the meals for guests cannot exceed the amount permitted an employee. A detailed receipt is required for a guest meal.

5. Alcoholic beverages are not reimbursable by the County. Alcoholic beverages, to the maximum extent possible, should not be listed on the itemized receipt submitted with an Expense Voucher, but should rather be paid by the traveler separately.

6. Food Services/Tips: The maximum allowable tip for meals is 20% of the actual meal cost, excluding alcoholic drinks.



# County of Ottawa

~~5-7.~~ Meals included in the registration fee of conventions, meetings, associations or organizations are generally not reimbursable. Guidelines for the limited exception to this policy include dietary restrictions of a traveler or meals that are limited in the scope of offerings such as some continental breakfasts or appetizer dinners. An explanation of the exception must be included in cases where registration materials indicate a meal is provided as part of the registration fee.

~~6-8.~~ The following are the maximum rates established for meal reimbursement with receipts:

	In-State	Select Cities <sup>2</sup>	Out-of-State	Select Cities <sup>3</sup>
Breakfast	\$8.00	\$9.00	\$10.00	\$12.00
Lunch	\$12.00	\$13.00	\$15.00	\$18.00
Dinner	\$26.00	\$29.00	\$31.00	\$36.00
Total Reimbursement <sup>4</sup>	\$46.00	\$51.00	\$56.00	\$66.00

~~7. Days Defined: In computing the meal allowance for continuous travel of more than 24 hours, the hour of departure shall be considered as the beginning of the day, and for each full 24 hour period thereafter, the employee shall be entitled to the authorized maximum meal reimbursement with proper documentation, examples:~~

- ~~a. Departure — June 1, 9:00 a.m.  
Return — June 5, 4:30 p.m.  
Allowable — June 1, lunch and dinner; June 2 through June 4, three (3) full day meals; June 5, breakfast and lunch plus four (4) days lodging.~~
- ~~b. Departure — June 1, 3:00 p.m.  
Return — June 2, 10:30 a.m.  
Allowable — June 1, dinner and lodging, June 2 — breakfast.~~

## G. Travel Outside the Contiguous 48 States

1. Reimbursement for all expenses related to conferences or travel outside the contiguous 48 states must be approved in advance of the travel by the Finance and Administration Committee.

<sup>2</sup> Select Cities in-state: Charlevoix, Mackinaw Island, Ann Arbor, Detroit, Pontiac and South Haven.

<sup>3</sup> Select Cities out-of-state: Los Angeles, San Francisco, San Diego, Washington D.C., Chicago, New Orleans, Baltimore, Boston, Las Vegas, New York, Austin Texas, Dallas, Houston.

<sup>4</sup> Total excludes a maximum 20% tip.



# County of Ottawa

## 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.





# County of Ottawa

## HARASSMENT POLICY

### I. POLICY

It is the policy of the County of Ottawa to provide and maintain a work environment that is free of harassment and discrimination based upon race, religion, national origin, age, sex or other legally protected status. The County prohibits employees from engaging in the sexual, racial, ethnic, age or other harassment of a member of the public or of another employee. Such harassment is a serious violation of County policy, rules and the law.

Harassment is any unwelcome or unsolicited verbal, physical, or sexual conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working environment. Examples of harassment include, but are not limited to, disparaging remarks about a person's race, color, religion, national origin, sex, disability-~~or~~ **handicap**, age, height, weight or other legally protected status.

Sexual harassment involving individuals within the employment setting is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- A. Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment;
- B. Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment;
- C. Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.

Examples of sexual harassment, may include, but are not limited to, the following:

- A. Pressure for sexual activity;
- B. Repeated remarks with sexual or demeaning implications;
- C. Unwelcome touching;
- D. Sexual jokes, posters, and cartoons

Similar actions taken by employees towards members of the general public are considered to be sexual harassment prohibited by this policy.



# County of Ottawa

The County also discourages romantic relationships between supervisors and subordinates and prohibits any such conduct that is unwelcome. Anyone who is an unwilling participant in such a relationship must notify the Human Resources Director or the County Administrator immediately.

Violation of this policy prohibiting sexual harassment will subject the violator to discipline, including the possibility of immediate discharge.

Supervisors are required to be alert to stop any sexual, or other, harassment from occurring in our workplace. Employees who believe that they have been harassed, sexually or otherwise, or who have observed an employee harassing another employee or a member of the public are expected to immediately report the incident to their immediate supervisor, department head, or to the Human Resources Director. In the event of an incident of alleged harassment by the employee's supervisor, the report should be made to the department head or Human Resources Director. If an employee is not comfortable making this report to any of the above listed individuals, they may make the complaint to the Employee Assistance Center. When making this report, the employee should clearly state that they believe that they are the victim of harassment and that the employee is reporting the incident pursuant to this policy. The County will investigate all reports of harassment.

Making a complaint of harassment is a serious matter, but no employee will be subject to any form of retaliation or disciplinary action for making or pursuing a complaint of harassment which is made in good faith. Furthermore, an employee who is accused of sexual harassment shall not retaliate against the person who claims to have been harassed, and any act of retaliation will be subject to discipline up to and including discharge. An employee who knowingly submits false, inaccurate or otherwise misleading information in connection with a report of alleged harassment or the investigation of an alleged incident of harassment shall be subject to discipline, up to and including discharge. The County will keep complaints of harassment confidential to the extent that it is possible and still conduct an investigation.

## II. STATUTORY REFERENCES

Michigan's Elliott-Larsen Civil Rights Act (ELCRA), MCL 37.2101 et seq.;  
Title VII of the Civil Rights Act of 1964, Title VII, 42 USC 2000e et seq.;  
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USC 621 et seq.;  
Immigration Reform and Control Act of 1986, 8 USC 1101 et seq.

## III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: [July 20, 2012](#)



# County of Ottawa

## IV. PROCEDURE

### A. Investigation of Harassment

1. Upon the receipt of a complaint of harassment, the County shall conduct a prompt and complete investigation and shall attempt to resolve the problem in an informal manner through the following steps:
  - a. Interview the complainant and document the interview.
  - b. Request that the complaint be put in writing, if possible.
  - c. Obtain the names of witnesses who can be contacted to substantiate the charges being made and secure permission of the complainant to interview them.
  - d. Interview the accused and document the interview.
  - e. Re-emphasize the County's policy regarding harassment without making judgments at this stage.
  - f. Keep the identity of the complainant confidential, if possible.
  - g. Interview all witnesses identified by the parties and document the interview.
  - h. Review the personnel files of the complainant and the accused for any history of problems.
  - i. Make a determination on the merits of the complaint.

### B. Complaint Resolution

1. If the investigation shows that the complaint is without merit, the following action will be taken:
  - a. The investigation will be closed.
  - b. The investigating officer's findings and reasons for them will be discussed with the complainant.
  - c. Consideration will be given to disseminating the results of the investigation to employees who have knowledge of it.
  - d. The County's policy regarding harassment and the mechanism for complaint resolution will be reiterated to all employees involved in the investigation.



# County of Ottawa

- e. All documentation regarding the complaint and the investigation will be maintained in a separate confidential file in the event that subsequent litigation arises out of the incident.
2. If the investigation shows that the complaint has merit, the following action will be taken:
    - a. The investigation will be closed.
    - b. The investigating officer will confer with the Human Resources Director or the County Administrator to determine what action is necessary to resolve the complaint and prevent recurrence, including consideration of possible remedial action.
    - c. The parties will be advised of the results of the investigation and the actions to be taken.
    - d. Appropriate disciplinary action will be imposed.
    - e. All actions will be documented and a record placed in the offender's permanent file.
    - f. The Authority's policy regarding harassment and the mechanism for complaint resolution will be reiterated to all individuals involved in the investigation.
    - g. All documentation regarding the complaint and the investigation will be maintained in a separate file in the event that subsequent litigation arises out of the incident.

## 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.



# County of Ottawa

## PERSONNEL RECORDS POLICY

### I. POLICY

It is the policy of the County to respect the dignity and worth of each employee by minimizing the intrusion into the employee's off-the-job conduct. However, the County retains its duties and privileges as a public employer, which includes the collection, retention, use, disclosure and/or confidentiality of employee information. The County will use only appropriate and lawful methods to collect information about and from a job applicant or employee. The County will adhere to all legal requirements with regard to the collection of information concerning race, color, national origin, citizenship, sex, religion, age, height, weight, marital status and ~~disability~~handicap.

### II. STATUTORY REFERENCES

MCL ACT 397, Bullard-Plawecki Employee Right To Know Act, 1978

MCL ACT 15.231, Michigan Freedom of Information Act, 1977, revised by ACT 553, 1996

### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: [July 20, 2012](#)



# County of Ottawa

## IV. PROCEDURE

- A. The following basic principles will be applied in the collection and retention of information:
1. The Human Resources Department will maintain a complete record of each employee which will include information pertaining to the employment application, copies of pertinent documents such as background information, performance evaluations, letters of commendation, notes, memos, certificates, notices of suspension and/or disciplinary records and other information relating the employee's job and performance.
  2. With the exception of information required to be disclosed under the Freedom of Information Act, all other information about each employee will be kept confidential with the following exceptions:
    - a. These officials may inspect a personnel file;
      - 1) Human Resources Department representatives.
      - 2) The employee's immediate supervisor, manager or department head.
      - 3) County legal counselors whom the Human Resources Director authorizes on a case by case basis.
      - 4) Other County department heads, elected officials and employment selection managers in the event the employee is being considered by said department for possible transfer or promotion.
  3. Any employee may have access to his/her personnel file. If an employee disagrees with any information contained in their personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, he/she may place a written statement, not to exceed 5 pages of 8 1/2 by 11 paper, in the file which will be attached to the specific document.
  4. When an employee wishes to see his/her personnel file, he/she must make a verbal or written request to the Human Resources Department. The Human Resources Department will set an appointment to view the personnel record in the presence of an appropriate Human Resources Department representative. No employee is allowed to remove any item from any personnel record.



# County of Ottawa

- B. The Human Resources Department will comply with the Bullard-Plawecki Employee Right-to-Know Act in the maintenance and release of any information contained in a current or former employee's file. Except for information required to be furnished under the Freedom of Information Act, all requests for information about current, retired, or terminated employees must be referred to the Human Resources Department. The Human Resources Department will obtain the written consent of the affected individual before releasing any information contained in a current or former employee's file to an outside source. Exceptions to the requirement for written consent are:
1. Disclosure to prospective employers, limited to dates of employment, final title or position, and job location.
  2. With the employee's oral consent, the Human Resources Department may release the five year employment and salary history.
  3. Duly authorized and served requests from law enforcement agencies, including investigations, summons, subpoenas and judicial orders.
- C. The County need not inform an employee that personnel information has been disclosed to law enforcement agencies if it concerns an investigation into the employee's on the job conduct especially when the employees actions clearly endanger other employee's security or property, or the County's security or property.
- D. The County will inform an employee of a request for information not exempt from disclosure under the provisions of the Freedom of Information Act. Notice of these disclosures are provided to the employee pursuant to the requirements the Bullard-Plawecki Employee Right-to-Know Act, MCL ACT 423.506.

## 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.



# County of Ottawa

## PROBLEM SOLVING POLICY

### I. POLICY

The County of Ottawa is committed to providing a respectful and productive work place for all County employees. In an effort to resolve work related issues in a timely and efficient manner the County has established this policy. This policy applies only to those employees who do not belong to any collective bargaining unit or employees seeking clarification of problems or complaints not within the domain of the collective bargaining agreement. Employees covered by collective bargaining contracts shall use the grievance procedures specified by the terms of the collective bargaining ~~agreement~~ contract.

### II. STATUTORY REFERENCES

None

### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: July 20, 2012





# County of Ottawa

## IV. PROCEDURE

1. Problem Solving Steps: An employee may seek an answer to any complaint or problem by following these steps to bring it to the County's attention.
2. An employee should first bring the complaint or problem to his/her immediate supervisor. The supervisor shall answer the employee within two (2) working days.
3. If the employee is not satisfied with the answer to a complaint or problem, he/she may appeal the complaint within five (5) working days to the department head. Such appeal of the complaint shall be submitted to the department head in writing. The department head shall reply within three (3) working days and may consult with a representative of the Human Resources Department for assistance.
4. If the employee remains unsatisfied, his/her final appeal is to be the County Administrator. Such appeal shall be made in writing within five (5) days of the response of the department head. The time for this final appeal may be delayed by mutual consent. The County Administrator shall respond to the employee's complaint within five (5) working days unless extraordinary circumstances require a delay.
5. Outside Involvement: It is the County's policy that employees follow all internal lines of discussion of problems or complaints before referring the concern to outside agencies or the public. Failure to follow such internal procedures may result in disciplinary measures being taken.
6. Written Submissions: If an employee chooses to refer the complaint or problem to the County Administrator, he/she must submit a detailed outline of the situation in writing, along with any written response received from his/her immediate supervisor and department head.
7. Union Grievances: This section applies only to those employees who do not belong to any collective bargaining unit or employees seeking clarification of problems or complaints not within the domain of the collective bargaining agreement. Employees covered by collective bargaining ~~contracts~~ agreements shall use the grievance procedures specified by the terms of the collective bargaining ~~contract~~ agreement.

## V. REVIEW PERIOD

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

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 8/9/2012

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Convey Bike Path Easement to Port Sheldon Township

## SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Bicycle Path and Walkway Easement which deeds an easement through a portion of Hemlock Crossing to Port Sheldon Township at no cost.

## SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission is recommending conveyance of a bike path easement to Port Sheldon Township. The proposed 20 foot wide x 100 foot long easement would run along the eastern edge of Hemlock Crossing County Park, along West Olive Road just north of the park entrance. The easement is needed to allow construction of a township bike path which will link the entrance of Hemlock Crossing to an existing bike path along Croswell Street.

## FINANCIAL INFORMATION:

Total Cost: \$0.00      General Fund Cost: \$0.00      Included in Budget:     Yes     No

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: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

**ADMINISTRATION RECOMMENDATION:**     Recommended     Not Recommended     Without Recommendation

County Administrator:

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](http://www.miottawa.org/parks)

## MEMORANDUM

Date: August 6, 2012

To: Ottawa County Board of Commissioners

From: John Scholtz, Parks and Recreation Director

RE: Convey Bike Path Easement to Port Sheldon Township

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The Ottawa County Parks and Recreation Commission is recommending conveyance of a bike path easement to Port Sheldon Township. The proposed 20 foot wide x 100 foot long easement would run along the eastern edge of Hemlock Crossing County Park, along West Olive Road just north of the park entrance. The easement is needed to allow construction of a township bike path which will link the entrance of Hemlock Crossing to an existing bike path along Croswell Street.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Bicycle Path and Walkway Easement which deeds an easement through a portion of Hemlock Crossing to Port Sheldon Township at no cost.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: To contribute to a healthy physical, economic, and community environment.

**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-11-12-400-012  
West Olive Road Bike Path Project**

**THIS INDENTURE** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **COUNTY OF OTTAWA, a Michigan public body corporate, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter “Grantor,” and **PORT SHELDON TOWNSHIP, a Michigan governmental township**, of 16201 Port Sheldon Road, West Olive, Michigan 49460, hereinafter “Township;”

**WITNESSETH:**

For and in consideration of the mutual benefit of the Grantor and the Township, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the Township, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Port Sheldon, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** All of the Southeast one-quarter (SE 1/4) of Section 12, Town 6 North, Range 16 West, lying South of the Pigeon River, and West of the Pere Marquette Railroad (now CSX Railroad).

**IN A PUBLIC BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** A 20.00 foot in width strip of land, parallel and adjacent to the Westerly line of West Olive Road, commencing 160.00 feet South of the North line of the above-described Fee Description (at the South line of the Pigeon River), thence continue South 100.00 feet along the Westerly line of West Olive Road to the point of ending. West Olive Road is a public road, 66.00 feet in width.

This Easement is exempt from transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the Township) which may run over and across the above-described easement and right-of-way, all hereinafter collectively referred to as the “Bicycle Path and Walkway Easement.”

The easement granted herein shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

**TO HAVE AND TO HOLD** said Bicycle Path and Walkway Easement and right-of-way over and across the above-described piece or parcel of land unto the Township, its successors and assigns, for the use and benefit of the Township, its successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this easement as above-described and own the lands covered by the easement and right- of-way.

The easement and right-of-way shall include, but not be limited to, the right to enter upon the easement at any reasonable time for the purpose of such construction, maintenance, repair, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The easement and right-of-way shall further include right to remove trees, brush, undergrowth and other obstructions situated upon the above-described piece or parcel of land which may interfere with the location, construction, maintenance or repair of such Bicycle Path or Walkway. The Township, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonably possible, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The Township further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, replacement, construction or reinstallation of such Bicycle Path and Walkway, and such Bicycle Path and Walkway shall at all times be maintained for its intended use.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the Township's expense.

The Township agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, maintenance or presence of said Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such easement and right-of-way without first obtaining the written consent of

the Township, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

COUNTY OF OTTAWA  
a Michigan public body corporate

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: Philip D. Kuyers  
Its: Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: Daniel C. Krueger  
Its: County Clerk

Address: 12220 Fillmore Street  
West Olive MI 49460

STATE OF MICHIGAN )  
 )  
 ) ss.  
COUNTY OF OTTAWA )

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by **PHILIP D. KUYERS and DANIEL C. KRUEGER, the Chairperson of the Board of Commissioners, and County Clerk, respectively, of the COUNTY OF OTTAWA, a Michigan public body corporate,** on behalf of the County of Ottawa.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.  
SCHOLTEN FANT  
Attorneys at Law  
100 North Third Street  
P. O. Box 454  
Grand Haven MI 49417-0454

Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
acting in Ottawa County, Michigan  
My Commission Expires: \_\_\_\_\_



# County of Ottawa

## Administrator's Office

**Alan G. Vanderberg**  
*County Administrator*  
12220 Fillmore Street, Room 331,  
West Olive, Michigan 49460  
(616) 738-4068  
e-mail: avanderberg@miottawa.org

**DATE:** August 9, 2012  
**TO:** Planning and Policy Committee  
**FROM:** Al Vanderberg  
**SUBJECT:** Policies Reviewed

The Internal Policy Review Team (Administrator, Assistant Administrator, Corporate Counsel, HR Director, IT Director and Fiscal Services Director) meets on a regular basis to review and update policies and administrative rules. Per board policy, each policy/rule is scheduled to be reviewed every two years and is submitted to the Board of Commissioners for approval when a policy update is recommended. Procedures and updates to procedures are approved by the County Administrator. 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 have been attached for your information. If you have questions please contact me otherwise these polices will be forwarded to the entire Board via email as information.

### Reviewed with procedural revisions

#### **HR Policy**

01 Equal Employment Opportunity Policy

### Reviewed and no changes

#### **HR Policies**

05 Job Descriptions Policy  
06 Employee Driver's License Policy  
07 Employee Behavior, Discipline and Rules of Conduct  
11 Retirement Policy  
13 Tuition Reimbursement Policy  
14 Substance Abuse Policy  
17 De Minimis Benefits  
18 De-Authorization of Positions



# County of Ottawa

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

### I. POLICY

The County is an Equal Opportunity Employer and will not discriminate with regard to religion, race, color, national origin, age, sex, height, weight, marital status or disability in treatment, employment actions or access to programs and activities. Individuals who believe that they have been unlawfully discriminated against may file a complaint with the County Human Resources Director, who is designated as the EEO/ADA/Section 504 Compliance Officer. In the event of an alleged act of discrimination caused by the County Human Resources Director, the report shall be made to the County Corporation Counsel or to a member of the County Board. The County will ensure that a prompt and equitable resolution of the complaint is achieved. Each County supervisor, department head and elected official is required, as part of their overall job duties, to apply and enforce this policy.

### II. STATUTORY REFERENCES

Title VII of the Civil Rights Act, 42 U.S.C. § 2000 et seq  
Age Discrimination in Employment Act as modified by the Older Workers Benefit Protection Act of 1990 (ADEA)(29 U.S.C. § 621 et seq)  
Americans with Disabilities Act, 42 U.S.C. § 12101,  
Rehabilitation Act, 29 U.S.C. § 701 et seq,  
Michigan's Elliott-Larsen Civil Rights Act (MCL 37.2101 et seq),  
Michigan's Veteran's Preference Act (MCL 35.401 et seq),  
Michigan's Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq)

### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Ottawa County Equal Employment Opportunity Report – 2007

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008.

Name and Date of Last Committee Review: Planning and Policy, March 13, 2008.

Last Review by Internal Policy Review Team: [July 20, 2012](#)





# County of Ottawa

## IV. PROCEDURE

### A. Investigation of Discrimination

1. Upon receipt of a complaint of harassment or discrimination, the County shall conduct a prompt and complete investigation and shall attempt to resolve the problem in an informal manner through the following steps:
  - a. Interview the complainant and document the interview.
  - b. Request the complaint be put in writing, if possible.
  - c. Obtain names of witnesses who can be contacted to substantiate the charges being made and secure permission of the complainant to interview them.
  - d. Interview the accused and document the interview.
  - e. Re-emphasize the County's policy regarding discrimination without making judgments at this stage.
  - f. Keep the identity of the complainant confidential, if possible.
  - g. Interview all witnesses identified by the parties and document the interview.
  - h. Review all files necessary for any history or reference of prior problems.
  - i. Make a determination on the merits of the complaint.

### B. Complaint Resolution

1. If the investigation shows that the complaint is without merit, the following action will be taken:
  - a. The investigation will be closed.
  - b. The investigating officer's findings and reasons for them will be discussed with the complainant.
  - c. Consideration will be given to disseminating the results of the investigation to employees who have knowledge of it.
  - d. The County's policy regarding discrimination and the mechanism for complaint resolution will be reiterated to all employees involved in the investigation.



# County of Ottawa

- e. All documentation regarding the complaint and the investigation will be maintained in a separate file in the event that subsequent litigation arises out of the ~~accident~~incident.
2. If the investigation shows that the complaint has merit, the following action will be taken:
    - a. The investigation will be closed.
    - b. The investigating officer will confer with the Human Resources Director, or the County Administrator to determine what action is necessary to resolve the complaint and prevent recurrence, including consideration of possible remedial action.
    - c. The parties will be advised of the results of the investigation and the actions taken.
    - d. Appropriate disciplinary action will be imposed.
    - e. All actions will be documented and a record placed in the offender's permanent file.
    - f. The County's policy regarding discrimination and the mechanism for complaint resolution will be reiterated to all individuals involved in the investigation.
    - g. All documentation regarding the complaint and the investigation will be maintained in a separate file in the event that subsequent litigation arises out of the incident.

## 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.