

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Thursday, September 13, 2012**  
**9:30 AM**

**Consent Items:**

1. Approval of the Agenda
2. [Approval of the minutes from the August 9, 2012 Planning and Policy Committee meeting.](#)

**Action Items:**

1. [Ottawa Beach Waterfront Walkway Grant Agreement](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Beach Waterfront Walkway Project.
2. [Proposed Policy Changes](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the proposed changes to the following policies: Use of Wellness Center and Fitness Related Activities Policy (formerly known as Use of Wellness Center Policy) and Smoking and Tobacco Use on County Property Policy (formerly known as Smoking Policy) for review and comment.

**Discussion Item:**

1. [Policies Reviewed](#), Al Vanderberg

**Adjournment**

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

**PLANNING & POLICY COMMITTEE**

**Proposed Minutes**

DATE: August 9, 2012

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

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

STAFF & GUESTS: Alan Vanderberg, Administrator; Sherri Sayles, Deputy Clerk; John Scholtz, Parks & Recreation Director; Curt TerHaar, Parks & Recreation; Melanie Manion, Parks & Recreation

**SUBJECT: CONSENT ITEMS**

PP 12-033 Motion: To approve the agenda of today as presented and amended adding Action Item #5 – Convey Bike Path Easement to Port Sheldon Township.  
Moved by: Swartout UNANIMOUS

PP 12-034 Motion: To approve the minutes of the July 12, 2012, meeting as presented.  
Moved by: Ruiter UNANIMOUS

**SUBJECT: BID TABULATION – RILEY TRAILS RED PINE MANAGEMENT**

PP 12-035 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 – Environmental Restricted Fund.  
Moved by: Swartout UNANIMOUS

**SUBJECT: LEASE OF LAND TO PARKSIDE MARINA**

PP 12-036 Motion: To approve and forward to the Board of Commissioners the Marina Lease Agreement between Ottawa County and Parkside Marina, Inc.  
Moved by: Holtvluwer UNANIMOUS

**SUBJECT: BID TABULATION – GRAND RIVER OPEN SPACE IMPROVEMENTS**

PP 12-037 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.  
Moved by: Swartout UNANIMOUS

SUBJECT: PROPOSED POLICY CHANGES

PP 12-038 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.  
Moved by: Ruiter UNANIMOUS

SUBJECT: CONVEY BIKE PATH EASEMENT TO PORT SHELDON TOWNSHIP

PP 12-039 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.  
Moved by: Swartout UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Policies Reviewed: Deferred to next month's meeting.

SUBJECT: ADJOURNMENT

PP 12-040 Motion: To adjourn at 10:00 a.m.  
Moved by: Holtvluwer UNANIMOUS

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 9/13/2012

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Ottawa Beach Waterfront Walkway Grant Agreement

## SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Beach Waterfront Walkway Project.

## SUMMARY OF REQUEST:

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with the Ottawa Beach Waterfront Walkway Project at our Historic Ottawa Beach Parks in Park Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Ottawa Beach Waterfront Walkway Project will construct a pedestrian walk along approximately 1,300 feet of Lake Macatawa shoreline and provide the link between two existing sections of walkway. The completed project will provide a total of 2,400 feet of waterfront walk connecting to Holland State Park's Lake Michigan Unit. Amenities to be included in the project include benches, overlook decks, interpretive displays, and a covered area with permanent spotting scope for bird watching. Bike racks will be provided at all access points. Interpretive displays will focus on the fascinating history of Ottawa Beach as well as the special natural features of the site.

The grant will pay 50% or up to \$300,000 of the estimated \$600,000 project. Ottawa County Parks will match the grant with \$300,000 from the county parks millage.

The grant agreement includes terms which Ottawa County has approved for past grant projects. Terms include commitments to fund a portion of the project cost, keep the land in public recreation use in perpetuity, ensure it is open to all people on equal terms, etc.

## FINANCIAL INFORMATION:

Total Cost: \$600,000.00    General Fund Cost: \$0.00    Included in Budget:     Yes     No

If not included in budget, recommended funding source: Parks Millage \$300,000 Grant \$300,000

## 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 31, 2012  
To: Ottawa County Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Ottawa Beach Waterfront Walkway Grant Agreement

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The grant agreement includes terms which Ottawa County has approved for past grant projects. Terms include commitments to fund a portion of the project cost, keep the land in public recreation use in perpetuity, ensure it is open to all people on equal terms, etc.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Beach Waterfront Walkway Project.

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.*

The Ottawa County Board of Commissioners  
of the County of Ottawa

RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES FOR THE OTTAWA BEACH  
WATERFRONT WALKWAY DEVELOPMENT PROJECT.

At a regular meeting of the Board of Commissioners of the County of Ottawa held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on September 25, 2012.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_  
and supported by \_\_\_\_\_

WHEREAS, Part. 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, establishes the Michigan Natural Resources Trust Fund which provides for acquisition and development of lands for public outdoor recreation purposes;

AND WHEREAS, the County of Ottawa desires to improve its Historic Ottawa Beach County Park for public outdoor recreational purposes;

AND WHEREAS, the aforementioned unit of government agrees to be solely responsible for the operation and maintenance of the park improvements as set forth in said Agreement;

THEREFORE BE IT RESOLVED, that the County of Ottawa, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the County of Ottawa does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Three Hundred Thousand (\$300,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded:

The following nay votes were recorded:

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF OTTAWA    )

I, Daniel C. Krueger, Clerk of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the County of Ottawa at a meeting held September 25, 2012.

\_\_\_\_\_  
Signature

Ottawa County Clerk  
Title

September 25, 2012  
Date

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Chairman, Philip D. Kuyers

\_\_\_\_\_  
County Clerk, Daniel Krueger



**MICHIGAN NATURAL RESOURCES TRUST FUND  
DEVELOPMENT PROJECT AGREEMENT**

**Project Number:** TF11-106

**Project Title:** Ottawa Beach Waterfront Walkway Development

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **COUNTY OF OTTAWA** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 283 of 2012, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **November 21, 2012**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF11-106** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through August 1, 2014**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
  - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND  
GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925



b. The GRANTEE'S representative for this project is:

Name: John Scholtz Title: Director  
Mailing Address: 12220 Fillmore St, West Olive, MI 49460  
Phone Number: (616) 738-4808 FAX: (616) 738-4812  
E-mail Address: jscholtz@miottawa.org

c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Site Preparation and Grading	Shoreline Stabilization
Wood Decks and Boardwalks	Amenities (Benches, Tables, etc.)
Walkway Paving	Restoration and Landscaping
Covered Wildlife Viewing Deck	Permit Fees
Interpretive Features	MNRTF Sign

6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) percent of Six Hundred Thousand (\$600,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand (\$300,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- i. Payments will be made on a reimbursement basis at **Fifty (50%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes

an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred Thousand (\$300,000.00) dollars** in local match. This sum represents **Fifty (50%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000

- and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus

revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2012** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **November 1, 2014**. If the GRANTEE fails to submit a complete final request for reimbursement by **November 1, 2014**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may



terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
- 19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- 20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- 21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- 22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and



of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
  - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_,  
date

\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

**GRANTEE**

SIGNED:

WITNESSED BY:

By \_\_\_\_\_

1) \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Grantee's Federal ID#  
\_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED:

WITNESSED BY:

By \_\_\_\_\_  
Steven J. DeBrabander

1) \_\_\_\_\_

Title: Manager, Grants Management

2) \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B  
BOUNDARY MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION TF11-106

(incorporated herein by reference)

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 9/13/2012

**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: Use of Wellness Center and Fitness Related Activities Policy (formerly known as Use of Wellness Center Policy) and Smoking and Tobacco Use on County Property Policy (formerly known as Smoking 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

## **USE OF WELLNESS CENTER AND FITNESS RELATED ACTIVITIES**

### **I. POLICY**

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

### **II. STATUTORY REFERENCES**

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

### **III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES**

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

Board of Commissioners Resolution Number and Policy Adoption Date: BC10-092, April 27, 2010

Board of Commissioner Review Date and Resolution Number: April 27, 2010. BC 10-092

Name and Date of Last Committee Review: Planning and Policy Committee - April 8, 2010

Last Review by Internal Policy Review Committee: June 1, 2011



# County of Ottawa

## IV. PROCEDURE

### A. Eligibility for Use

1. All County of Ottawa full-time and ~~regular~~ part-time employees and their spouses.<sup>4</sup> Eligibility does not include seasonal employees.
2. All County of Ottawa retirees and their spouses.
3. Individuals who occupy leased office space in County buildings, as approved by Administration.<sup>2</sup>

### B. Waiver and Release of Liability

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

### C. Use Guidelines

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

<sup>4</sup> ~~Includes part time road patrol deputies and part time corrections deputies with the Sheriff's Office.~~

<sup>2</sup> State Police assigned to WEMET; State Employees in DHS; State Probation employees; MSU Extension employees.





# County of Ottawa

9. ~~Lockers are available in the locker rooms. If lockers are available,~~ individuals may place a lock on the locker door during their use of the fitness room. Items are to be removed from the locker when the individual completes their workout. No locks shall be left on the lockers when not in use.

## ~~D. In Case of An Emergency~~

- ~~1. The fitness room located in the Fillmore Street complex is equipped with an Automated External Defibrillator (AED) device located on the back (west) wall of the fitness room.~~
- ~~2. Only individuals trained in the use of an AED will use the device in the event of an emergency.~~

## 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

## SMOKING AND TOBACCO USE ON COUNTY PROPERTY POLICY

### I. POLICY

The County of Ottawa is committed to providing a healthy workplace for our employees and a ~~smoketobacco~~-free business environment for the public which uses our services. ~~Smoking and the use of tobacco products is strictly prohibited in all enclosed areas within the workplace buildings, facilities, and grounds. This includes all enclosed areas of worksites and public places~~ owned, rented, leased or otherwise under the control of Ottawa County, including any county-owned vehicle. ~~This prohibition includes common work areas, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, closets, lobbies, reception areas and all other enclosed facilities.~~

~~Smoking and tobacco use is permitted in private vehicles, including those parked in County lots. Property and facilities under the jurisdiction of the Ottawa County Parks and Recreation Commission are not subject to this policy. Smoking is prohibited within twenty-five feet of entrances, operable windows and ventilation systems, except in designated areas, of all worksites and public places where smoking is prohibited by County regulation. All smoking trash receptacles and ashtrays shall be placed outside the no-smoking area to discourage smoking in these areas.~~

This policy applies to all employees, visitors, clients or consumers, and independent contractors. State law may supersede the county regulation in certain circumstances.

~~The County is supportive of tobacco cessation programs and offers assistance to employees in seeking help with their tobacco use through health plan offerings. The County is hopeful that tobacco users will use this regulation as an extra incentive to give up tobacco use and improve their overall health.~~

### II. STATUTORY REFERENCES

Michigan Clean Indoor Act, Public Act 198 of 1986.

Ottawa County Smoke-Free Indoor Air Regulation.

Michigan Public Health Code, Public Act 368 of 1978, as amended.

### III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in December 12, 1989.

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

Board of Commissioner Review Date and Resolution Number:

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



# County of Ottawa

Last Review by Internal Policy Review Team:

## IV. PROCEDURES

A. This smoking and tobacco use policy shall be adopted and implemented containing the following requirements:

- ~~1. Advising that smoking is prohibited in all enclosed areas within the worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, county owned or leased vehicles, and all other enclosed facilities.~~
1. The smoking policy shall be communicated to all current employees, and at the time of employment of all other employees.
2. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All employees, clients and visitors share in the responsibility for adhering to and enforcing the policy. Any concern should be brought to the attention of the individuals responsible for the operation of the County facility in question and/or the supervisor responsible for the work area.
3. Smoking is permitted in private vehicles, including those in County lots. Vehicles must be twenty-five (25) feet from any building entrance, operable window, and ventilation system. Smoking and tobacco material must be disposed of prior to exiting the private vehicle.
4. For purposes of this policy, the following definitions apply:
  - I. "Smoking" means the carrying by a person of a lighted cigar, cigarette, pipe, or other smoking device.
  - II. "Tobacco use" means inhaling or chewing a tobacco product or placing a tobacco product within a person's mouth.
- ~~2. A written copy of the smoking policy shall be supplied to any employee upon request and to all prospective employees.~~
- ~~3. Smoking shall be prohibited within twenty-five feet (or to property edge, whichever is closer) of all entrances, operable windows and ventilation systems.~~
- ~~4. All smoking trash receptacles shall be placed outside the no smoking area in order to discourage smoking in these areas.~~

B. Posting of signs:



# County of Ottawa

1. “No Smoking and Tobacco Use” signs shall be clearly, sufficiently and conspicuously posted at every campus and facility in every building or other area where smoking and tobacco use is prohibited, including entrances.

2. The Facilities and Maintenance Department is responsible for posting and maintaining the no-smoking signage.

## 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

## 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:** September 13, 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.



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- 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.