

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, June 10, 2010
9:30 AM

Consent Items:

1. Approval of the Agenda
2. Approval of May 13, 2010 Planning and Policy Committee Minutes

Action Items:

3. Resolution in Support of Grand River Expedition 2010
Suggested Motion:
To approve and forward to the Board of Commissioners the resolution in support of Grand River Expedition 2010.
4. Grand River Ravines Acquisition 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 & Environment for the Grand River Ravines Acquisition Project.
5. Lease of Land for Holland Harbor Fishing Access Project
Suggested Motion:
To approve and forward to the Board of Commissioners the lease agreement with the Secretary of the Army to lease 0.49 acres along the Holland channel required for implementation of the Holland Harbor Fishing Access Project.
6. Award Bid for Holland Harbor Fishing Access Project
Suggested Motion:
To receive and forward to the Board of Commissioners bids for the Holland Harbor Fishing Access Project and accept the low bid from Wolverine Construction including Alternates A and B for a total contract amount of \$458,769 with funding from Great Lakes Fishery Trust and the Parks and Recreation budget.
7. Award Bid for Upper Macatawa Natural Area Floodplain Restoration
Suggested Motion:
To receive and forward to the Board of Commissioners bids for the Upper Macatawa Natural Area Floodplain Restoration Project and accept the low bid from _____ in the amount of \$ _____ with funding from the USDA Natural Resources Conservation Service and the Parks and Recreation budget.

Discussion Item:

8. Infrastructure Fund Request – Spring Lake Township

Adjournment

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

PLANNING & POLICY COMMITTEE

Proposed Minutes

DATE: May 13, 2010

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Joyce Kortman, Roger Rycenga, Gordon Schrotenboer

ABSENT: Jane Ruiter, Dennis Swartout

STAFF & GUESTS: June Hagan, Fiscal Services Director; Sherri Sayles, Deputy Clerk; John Scholtz, Parks & Recreation Director; Curt Ter Haar, Parks Dept.; Keith Van Beek, Assistant Administrator; Greg Rappleye, Corporation Counsel; Alan Vanderberg, Administrator; Connie Knol, Request Foods; Bill Rysdyk, Request Foods; Kurt Brauer, Warner, Norcross & Judd; Steven Niswander, Niswander Environmental; Media

SUBJECT: CONSENT ITEMS

Approve by consent the agenda of today as presented and amended moving Action Item #9 to Action Item #1 and approve by consent the minutes of the April 8, 2010, meeting as presented.

SUBJECT: WETLAND MITIGATION AND OPTION AGREEMENT – REQUEST FOODS

PP 10-024 Motion: To approve and forward to the Board of Commissioners the option agreement with Request Foods for an easement to permit construction of a wetland mitigation project in the Holland Country Club property for an option fee of \$5,000.

Moved by: Schrotenboer

UNANIMOUS

SUBJECT: CONVEY BIKE PATH EASEMENT TO PORT SHELDON TOWNSHIP

PP 10-025 Motion: To approve and forward to the Board of Commissioners the Bicycle Path and Walkway Easement wherein Ottawa County deeds an easement through Hemlock Crossing to Port Sheldon Township for a bike path along Croswell Street.

Moved by: Schrotenboer

UNANIMOUS

SUBJECT: AWARD BID FOR EASTMANVILLE BAYOU
IMPROVEMENT PROJECT

PP 10-026 Motion: To receive bids for the Eastmanville Bayou Improvement Project and accept the low bid from Denny's Excavating in the amount of \$191,500 with funding from the Parks and Recreation budget.
Moved by: Kortman UNANIMOUS

SUBJECT: FARMLAND LEASE AT EASTMANVILLE FARM

PP 10-027 Motion: To approve and forward to the Board of Commissioners the Lease of Farmland with Luke Meerman at Eastmanville Farm.
Move by: Schrotenboer UNANIMOUS

SUBJECT: LEASE ADDENDUM FOR MT. PISGAH TRAIL
LEASE

PP 10-028 Motion: To approve and forward to the Board of Commissioners the Lease Addendum with the State of Michigan for the Mt. Pisgah Trail Lease at an annual cost of \$225.00.
Moved by: Kortman UNANIMOUS

SUBJECT: MACATAWA SHORELINE AND MARINA
PLANNING PROJECT GRANT PROPOSAL

PP 10-029 Motion: To approve and forward to the Board of Commissioners the Resolution authorizing submittal of the Macatawa Shoreline and Marina Planning Project grant proposal to the DNRE Coastal Management Program.
Moved by: Kortman UNANIMOUS

SUBJECT: FUNDING COMMITMENT TO FRED MEIJER
KENOWA TRAIL

PP 10-030 Motion: To authorize the Parks and Recreation Commission to expend up to \$200,000 in parks millage funds toward construction of the Fred Meijer Kenowa Trail to offset costs of trail construction adjacent to the Upper Macatawa Natural Area and Spring Grove Park.
Moved by: Schrotenboer UNANIMOUS

SUBJECT: ADJOURNMENT

PP 10-031 Motion: To adjourn at 10:00 a.m.
Moved by: Schrotenboer UNANIMOUS

Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/10/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Resolution in Support of Grand River Expedition 2010

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the resolution in support of Grand River Expedition 2010.

SUMMARY OF REQUEST:

The Grand River Expedition is a 13 day public journey of discovery by canoeists and kayakers to document conditions and opportunities associated with Michigan's longest river, the Grand River, to foster awareness and responsibility for the river (see flyer attached). Ottawa County Parks has been an active supporter of the Grand River Expedition, having hosted the group in 1990 and 2000 with plans to host again in 2010. Ottawa County Parks requests the Board of Commissioner's support by approving the attached resolution to recognize the significance of the Grand River and its watershed and declare July 26, 2010 as Official Grand River Day.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County 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

Objective: #4

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator:

Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.06.02 10:31:14 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: May 26, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Resolution in Support of Grand River Expedition 2010

The Grand River Expedition is a 13 day public journey of discovery by canoeists and kayakers to document conditions and opportunities associated with Michigan's longest river, the Grand River, to foster awareness and responsibility for the river (see flyer attached). Ottawa County Parks has been an active supporter of the Grand River Expedition, having hosted the group in 1990 and 2000 with plans to host again in 2010. Ottawa County Parks requests the Board of Commissioner's support by approving the attached resolution to recognize the significance of the Grand River and its watershed and declare July 26, 2010 as Official Grand River Day.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the resolution in support of Grand River Expedition 2010.

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 Grand River is Michigan's longest river, flowing 260 miles from its source in Hillsdale County to Grand Haven at Lake Michigan. Its watershed is the land area that collects water from groundwater, rain and snowmelt, into lakes, streams, and rivers that drain to the Grand River and then Lake Michigan. The watershed is the State's second largest at 5570 square miles. Major tributaries are the Portage, Red Cedar, Looking Glass, Maple, Flat, Thornapple, and Rogue rivers. The watershed is home to three large Michigan cities: Grand Rapids, Jackson, and the capital city Lansing.

Outdoor recreation in the Grand River watershed is closely associated with its water resources. Public land and access points to water are plentiful. These include several state game and recreation areas, state parks, many county, city, and township parks, walkways, and public fishing sites. Private facilities like marinas, golf courses, ski areas, and campgrounds also provide a wide variety of outdoor recreational activities.

**Governor Granholm
has issued an official
TRIBUTE
to the Expedition**

Key Grand River Expedition Partners

Upper Grand River Watershed Alliance; Lansing Oar and Paddle Club; Lower Grand River Organization of Watersheds; Sierra Club Michigan Chapter; Michigan Department of Natural Resources and Environment; Charles Garfield Amboy, PC, CPA & the Governor's Council on Physical Fitness, Health and Sports.

THANK YOU!



Timberland Resource,
Conservation and
Development Council

The Grand supports a wide variety of fish and wildlife. The River is home to around 70 species of fish. There is excellent fishing for bass, northern pike, walleye, black crappie, bluegill, bullhead, catfish, suckers, and carp. Salmon and steelhead are present in spring and fall spawning runs, and many tributaries are designated trout streams.

The Grand River watershed boasts a diversity of non-game species, including song birds, shore birds (such as the Blue Heron), raptors, reptiles and amphibians. Species on Michigan's threatened and endangered species list include the common loon, Cooper's hawk, American bittern, bald eagle, eastern box turtle, Blanchard's cricket frog, and many other plants and animals. The Grand supports a diverse freshwater mussel, some of the most threatened forms of aquatic life due to their sensitivity to poor water quality and susceptibility to poaching.

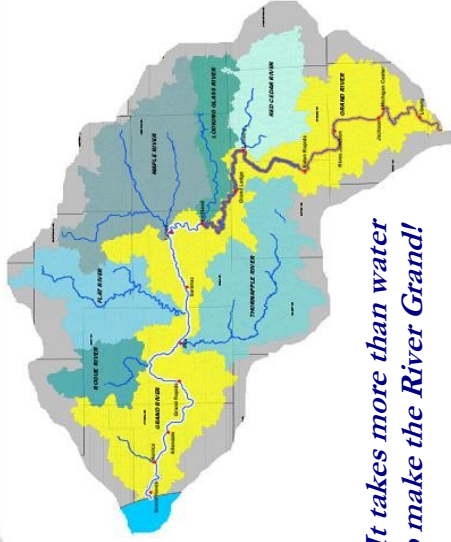
Game includes many species of ducks and Canadian geese found in the wetlands and waters of the watershed. Ruffed grouse, quail and ring-necked pheasant are found in upland areas, while mammals like white tailed deer, raccoon, squirrels, mink, beaver, cotton tailed rabbits, red fox and muskrat are common.

Important Contacts:

to register: Trailspotters of Michigan
www.trailspotters.com or call 517-203-9596

For more information:

www.tiny.cc/grandriverexpedition2010
grandriverexpedition2010@gmail.com
Chair Doug Carter at 517-627-7690
Rivermaster Charlie Parmelee at 517-589-5237



*"It takes more than water
to make the River Grand!"*

July 14—26, 2010

Grand River Expedition 2010 is a 13-day public journey of discovery to document conditions and opportunities of Michigan's Grand River and its watershed in order to foster awareness and responsibility for the River.

This family-friendly expedition is led by a diverse team of historians, educators, students, civic leaders, and scientists from natural resource and other professions. The Expedition team will travel by canoes, kayaks, and boats, conduct studies, and provide demonstrations, interactive displays, and exhibits to communities along the Grand River. Nationally recognized rivers specialist Doug Carter is the Chair, and well known Michigan paddler Charlie Parmelee will serve as Rivermaster.

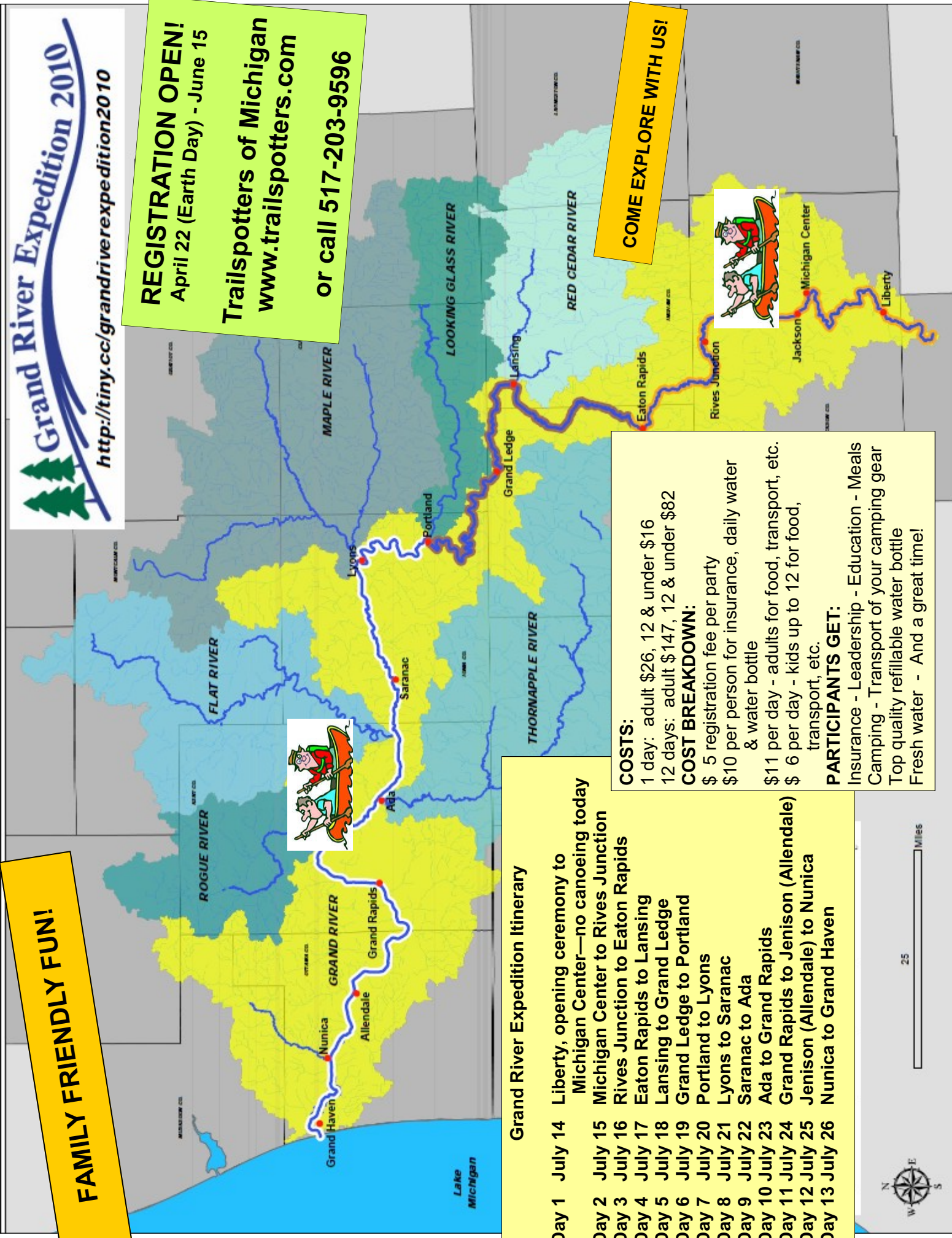
Please join us for a day or longer! Come for a day, a weekend, or for the whole family-friendly adventure. Children and parents can help with river studies, and learn about the Grand's history. **However you participate, it's sure to be an adventure of a lifetime!**

Registration open April 22—June 15, 2010

REGISTRATION OPEN!
 April 22 (Earth Day) - June 15
Trailspotters of Michigan
www.trailspotters.com
 or call 517-203-9596

COME EXPLORE WITH US!

FAMILY FRIENDLY FUN!



Grand River Expedition Itinerary

- Day 1 July 14 Liberty, opening ceremony to Michigan Center—no canoeing today
- Day 2 July 15 Michigan Center to Rives Junction
- Day 3 July 16 Rives Junction to Eaton Rapids
- Day 4 July 17 Eaton Rapids to Lansing
- Day 5 July 18 Lansing to Grand Ledge
- Day 6 July 19 Grand Ledge to Portland
- Day 7 July 20 Portland to Lyons
- Day 8 July 21 Lyons to Saranac
- Day 9 July 22 Saranac to Ada
- Day 10 July 23 Ada to Grand Rapids
- Day 11 July 24 Grand Rapids to Jenison (Allendale)
- Day 12 July 25 Jenison (Allendale) to Nunica
- Day 13 July 26 Nunica to Grand Haven

COSTS:
 1 day: adult \$26, 12 & under \$16
 12 days: adult \$147, 12 & under \$82

COST BREAKDOWN:
 \$ 5 registration fee per party
 \$10 per person for insurance, daily water & water bottle
 \$11 per day - adults for food, transport, etc.
 \$ 6 per day - kids up to 12 for food, transport, etc.

PARTICIPANTS GET:
 Insurance - Leadership - Education - Meals
 Camping - Transport of your camping gear
 Top quality refillable water bottle
 Fresh water - And a great time!



Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/10/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Grand River Ravines Acquisition 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 & Environment for the Grand River Ravines Acquisition Project.

SUMMARY OF REQUEST:

The Grand River Ravines property consists of 100 acres adjacent to the 68 acre Fillmore at the Bend Open Space property and with 1,100 feet of frontage on the Grand River. The property includes high quality natural land with deep ravines and mature forest and has been a target greenway acquisition property for many years. The grant will pay 50% or up to \$720,000 of the \$1,440,000 acquisition cost (cost does not include previously paid option payment of \$280,000).

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: \$1,440,000.00 | County Cost: \$720,000.00 | 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

Objective: #3, #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.06.02 10:34:05 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: May 26, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Grand River Ravines Acquisition Grant Agreement

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist in the purchase of the Grand River Ravines property in Georgetown Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Grand River Ravines property consists of 100 acres adjacent to the 68 acre Fillmore at the Bend Open Space property and with 1,100 feet of frontage on the Grand River. The property includes high quality natural land with deep ravines and mature forest and has been a target greenway acquisition property for many years. The grant will pay 50% or up to \$720,000 of the \$1,440,000 acquisition cost (cost does not include previously paid option payment of \$280,000).

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 & Environment for the Grand River Ravines Acquisition 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.*

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT FOR THE GRAND RIVER RAVINES ACQUISITION PROJECT.

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on June 22, 2010.

PRESENT:

ABSENT:

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

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 acquire lands for public outdoor recreational purposes; and,

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

NOW 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 &

Environment, 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 seven hundred twenty thousand dollars (\$720,000) dollars to match the grant authorized by the MDNRE.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the MDNRE for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Philip Kuyers
Chairman, Ottawa County
Board of Commissioners

Daniel C. Krueger
Ottawa County Clerk

CERTIFICATION

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on June 22, 2010 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this _____th day of June, A.D., 2010.

Daniel C. Krueger, Ottawa County Clerk



**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT**

Project Number: TF09-075

Project Title: Grand River Ravines Acquisition

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 acquisition of land for resource protection and public outdoor recreation 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 27 of 2010**, 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 July 1, 2010**

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 TF09-075 (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 May 1, 2011**, 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:

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

The GRANTEE'S representative for this project is:

Name: _____ Title: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

- a. 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.
 - b. The GRANTEE certifies to the DEPARTMENT that the person listed as the GRANTEE'S representative is officially empowered to act on behalf of the GRANTEE. Further, the GRANTEE certifies that the person listed as their representative does not now or will not in the future have any FINANCIAL INTEREST, HOLDINGS IN A BUSINESS OR ENTITY or PERSONAL INTEREST, including their immediate family, in the property that is the subject of this grant.
4. The grant herein provided is for the acquisition by the GRANTEE of **100 acres of fee simple title** free of all liens and encumbrances to lands situated and being in the **TOWNSHIP OF GEORGETOWN, COUNTY OF OTTAWA, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **use as trailhead, parking and support facilities for hiking and nature trails, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board.** Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to ***Fifty (50% percent of One Million Four Hundred Forty Thousand (\$1,440,000.00) dollars*** as reimbursement of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of ***Seven Hundred Twenty (\$720,000.00) dollars***.
- b. To include the following in the total cost of acquisition eligible for reimbursement as provided for in Section 7(a):
 - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Those relocation assistance costs authorized by P.A. 227 of 1972, supra, and the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (PL 91-646) 94 Stat 1894 (1970);
 - iii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iv. Costs incurred and paid by the GRANTEE for an appraisal(s) as provided for in Section 9(f) that is performed after January 1, 2010, or as otherwise approved by the DEPARTMENT, and that has been approved by the DEPARTMENT.
- c. To grant 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 forms provided by the DEPARTMENT and that meets all documentation requirements set forth by the DEPARTMENT. A complete reimbursement request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by the DEPARTMENT. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected acknowledgement of MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. The GRANTEE shall be eligible for reimbursement only upon completion of all of the following:
 - a. Acquisition by the GRANTEE of fee simple title free of all liens and encumbrances of all lands in the project area, and
 - b. The GRANTEE has submitted proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the lands in the project area, and said policy to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject lands, and
 - c. The GRANTEE has made proper conveyance to the State of Michigan of all mineral rights to which the State is entitled under this Agreement as outlined in Section 9(m), and
 - d. The GRANTEE has submitted a complete request for reimbursement as set forth in this Agreement.

9. 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 **Seven Hundred Twenty (\$720,000.00) dollars** as local match to this project. This sum represents **Fifty (50%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
 - b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
 - c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subjects this Agreement to termination by the DEPARTMENT.
 - d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
 - e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
 - f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$500,000 or more. Failure to complete the appraisal in

this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.

- g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area, and the relocation of tenants, owners, and/or businesses in accordance with and consistent with provisions of P.A. 227 of 1972, supra, and the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (PL 91-646) 94 Stat 1894 (1970).
- i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. To complete acquisition of the entire project area before **May 1, 2011**. Failure to acquire the project area by **May 1, 2011** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. To provide to the DEPARTMENT all documents and information as specified in Sections 7(c) and 8 of the Agreement within 90 days after the actual acquisition of land in the project area and no later than **August 1, 2011**. Failure to submit the required documents and information for review before **August 1, 2011** shall constitute a breach of this Agreement and subjects the GRANTEE to the remedies provided for by law and Section 22 of this Agreement.
- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area, and not to develop these minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. 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 facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. 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.
- s. 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.
- t. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- u. 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.
- v. 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 to pay any and all taxes, fees, or assessments legally imposed against the project area.
- w. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the 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.

- x. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in 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 any other mineral interests.
 11. 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.
 12. The project area and any facilities located thereon shall not be wholly or partially conveyed, 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 title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
 13. 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 lands in the the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonable equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - 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.

14. 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 affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties 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.
15. 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 to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area 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 acquiring same.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in 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 and Environment-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.
17. 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 DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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.
19. 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.
20. 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, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. 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.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, 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. Specific performance of the Agreement.

24. 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.
25. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
26. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
27. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it 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 it.

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) _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

WITNESSED BY:

By _____
Jim Wood

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A
LEGAL DESCRIPTION OF THE PROJECT AREA

Lands and premises situated in the Township of Georgetown, County of Ottawa and State of Michigan, described as follows, to-wit:

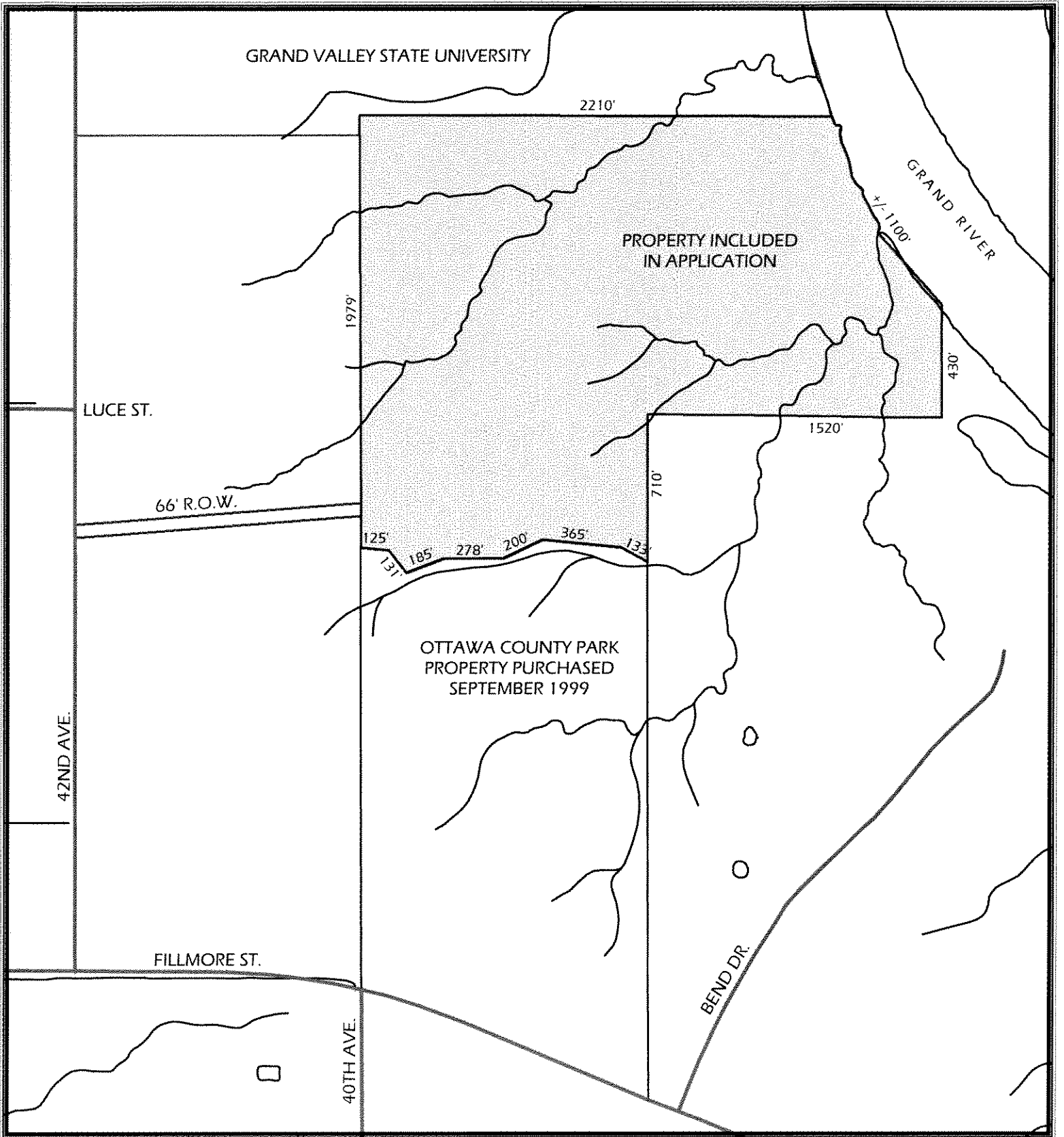
The South one-half (S 1/2) of the Northwest fractional one-quarter (NW frl. 1/4) of Section 32, Town 7 North, Range 13 West, including any lands between such boundaries and the thread of the Grand River. (Tax Parcel No. 70-10-32-100-002).

and

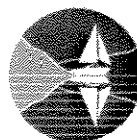
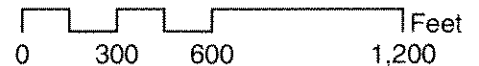
Part of the Southwest one-quarter (SW 1/4) of Section 32, Town 7 North, Range 13 West, commencing at the West one-quarter (W 1/4) corner, thence South 651.10 feet along the West Section line, thence South 84 degrees East 135.00 feet, thence South 38 degrees East 131.00 feet, thence North 70 degrees East 185.00 feet, thence East 278.00 feet, thence North 65 degrees East 200.00 feet, thence South 84 degrees East 365.00 feet, thence South 61 degrees East 133.68 feet to the West one-eighth (W 1/8) line, thence North 710.66 feet to the East and West one-quarter (E & W 1/4) line, thence West 1,328.50 feet to beginning. (Tax Parcel No. 70-10-32-300-015).

Subject to and together with recorded and apparent easements for ingress, egress and utilities, including the easement recorded in Liber 1188 of Ottawa County records on Page 904.

Together with all improvements located thereon, incorporeal hereditaments, and appurtenances.



APPENDIX B
BOUNDARY MAP
GRAND RIVER
RAVINES ACQUISITION
TF09-075



Ottawa County Parks & Recreation Commission
12220 Fillmore Street
West Olive, Michigan 49460



APPENDIX C
RECREATION GRANT APPLICATION TF09-075
(Incorporated herein by reference)

Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/10/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Lease of Land for Holland Harbor Fishing Access Project

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the lease agreement with the Secretary of the Army to lease 0.49 acres along the Holland channel required for implementation of the Holland Harbor Fishing Access Project.

SUMMARY OF REQUEST:

Ottawa County Parks is working on a project to expand fishing access to Lake Macatawa through its Holland Harbor Fishing Access Project. The project, funded in part by a \$500,000 grant from the Great Lakes Fishery Trust, requires use of a 0.49 acre parcel currently controlled by the Army Corps of Engineers. This proposed lease agreement would give Ottawa County Parks control of this property for 25 years and the right to construct facilities in conjunction with the proposed fishing access project. There is no cost for the lease except for a one time \$1,250 administrative fee.

FINANCIAL INFORMATION:

Total Cost: \$1,250.00 | County Cost: \$1,250.00 | 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

Objective: #3, #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator:

Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.06.02 10:36:19 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: May 26, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Lease of Land for Holland Harbor Fishing Access Project

Ottawa County Parks is working on a project to expand fishing access to Lake Macatawa through its Holland Harbor Fishing Access Project. The project, funded in part by a \$500,000 grant from the Great Lakes Fishery Trust, requires use of a 0.49 acre parcel currently controlled by the Army Corps of Engineers. This proposed lease agreement would give Ottawa County Parks control of this property for 25 years and the right to construct facilities in conjunction with the proposed fishing access project. There is no cost for the lease except for a one time \$1,250 administrative fee.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the lease agreement with the Secretary of the Army to lease 0.49 acres along the Holland channel required for implementation of the Holland Harbor Fishing Access 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.*

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
HOLLAND HARBOR FEDERAL NAVIGATION PROJECT

OTTAWA COUTY, MICHIAN

THIS LEASE is made on behalf of the United States, between the SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, and OTTAWA COUNTY PARKS AND RECREATION COMMISSION, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified and shown in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of 25 years, beginning 17 May 2010 and ending 16 May 2035.

2. CONSIDERATION AND ADMINISTRATIVE FEE

a. The consideration for this lease is the operation and maintenance of any recreational improvements, including connections facilitating public use of the federal navigation structures, authorized herein on the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

b. The grantee shall pay to the United States an administrative fee in the amount of one thousand two hundred fifty and no/100 dollars (\$1,250.00) for the full term to cover administrative expenses associated with the processing of this lease. The administrative fee is to be paid in advance and in full by check made payable to the order of "FAO, USAED, DETROIT" and is to be included with the lease documents.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to the Ottawa County Parks and Recreation Commission, 12220 Fillmore Street, West Olive, Michigan 494460; and, if to the United States, to the United States Army District, Detroit, ATTN: Real Estate Division, P.O. Box 1027, Detroit, Michigan 48231-1027; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **EXHIBIT "B"** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. The lessee shall provide a copy of any amendment to the Development Plan before proceeding to implement any changes to the original plan or management of the leased premises. Amendments to the plan shall include, but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased premises.

g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer. During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized.

Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on RESTORATION. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. . . . 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also

provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on DEVELOPMENT PLANS either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged

by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if prohibited by 16 U.S.C. 460d-3.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

a. The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

b. The Lessee expressly agrees to make no claim under flood insurance issued under any Federal Government program for loss to any property of the Lessee located on the premises which arises from or is incident to the flooding of the premises by the Government.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$2,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. . 2000d); the Age Discrimination Act of 1975 (42 U.S.C. . 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. . 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CAR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on NOTICES.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such

beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on DEVELOPMENT PLANS herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease.

A claim arising under this lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessee's location involved; or

(B) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this lease, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on RESTORATION.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), or Section 404 of the Clean Water Act (33 U.S.C. 1344)

36. SPECIAL PROVISIONS

a. The lease authorizes the County of Ottawa to construct, operate, maintain and manage various public recreational activities including an elevated fishing deck at the Holland Harbor Federal Navigation Project. The activities for the public include fishing, viewing the waterway, sightseeing, and enjoying a variety of activities in a park atmosphere.

b. All park activities and construction the premises, including the plans and specifications for any structures or improvements, shall be coordinated with the Area Engineer, Corps of Engineers Lake Michigan Area Office, 307 Sough Harbor Street, Grand Haven, Michigan 49417 (telephone 616-842-5510). Such coordination is required to insure that the Lessee's activities on the premises are consistent with the purpose and integrity of the Holland Harbor Federal Navigation project, and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Lessee's plans.

c. The Lessee's activities must not degrade the condition of the premises or cause a situation that would interfere with the operations of the Federal project, including the access to Federal structures.

d. In the exercise of the privileges herein granted, the Lessee must assure compliance with safety requirements at the premises. All procedures, including the special safety procedures to be employed for any events, must be coordinated with the Area Engineer.

e. The United States reserves the right to cross and use the premises for the continued operation and maintenance of the Holland Harbor Federal Navigation Project.

f. Issuance of this lease does not obviate the requirement for obtaining state and federal regulatory permits.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, _____.

Victor L. Kotwicki
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

THIS LEASE is also executed by the Lessee this _____ day of _____, _____.

OTTAWA COUNTY PARKS
AND RECREATION DIVISION

(signature)

(typed name)

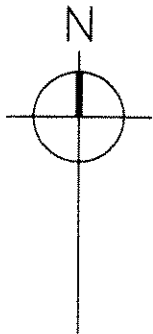
(title)

Lake Michigan

Lake Macatawa

HOLLAND
 STATE
 PARK

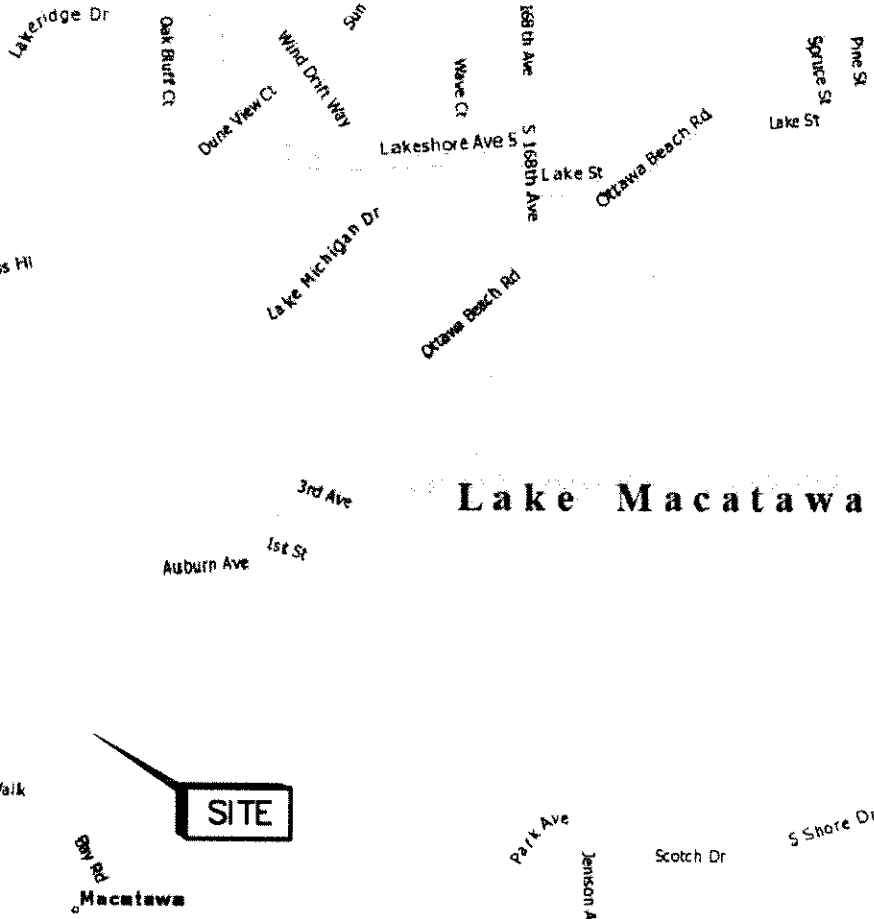
SITE

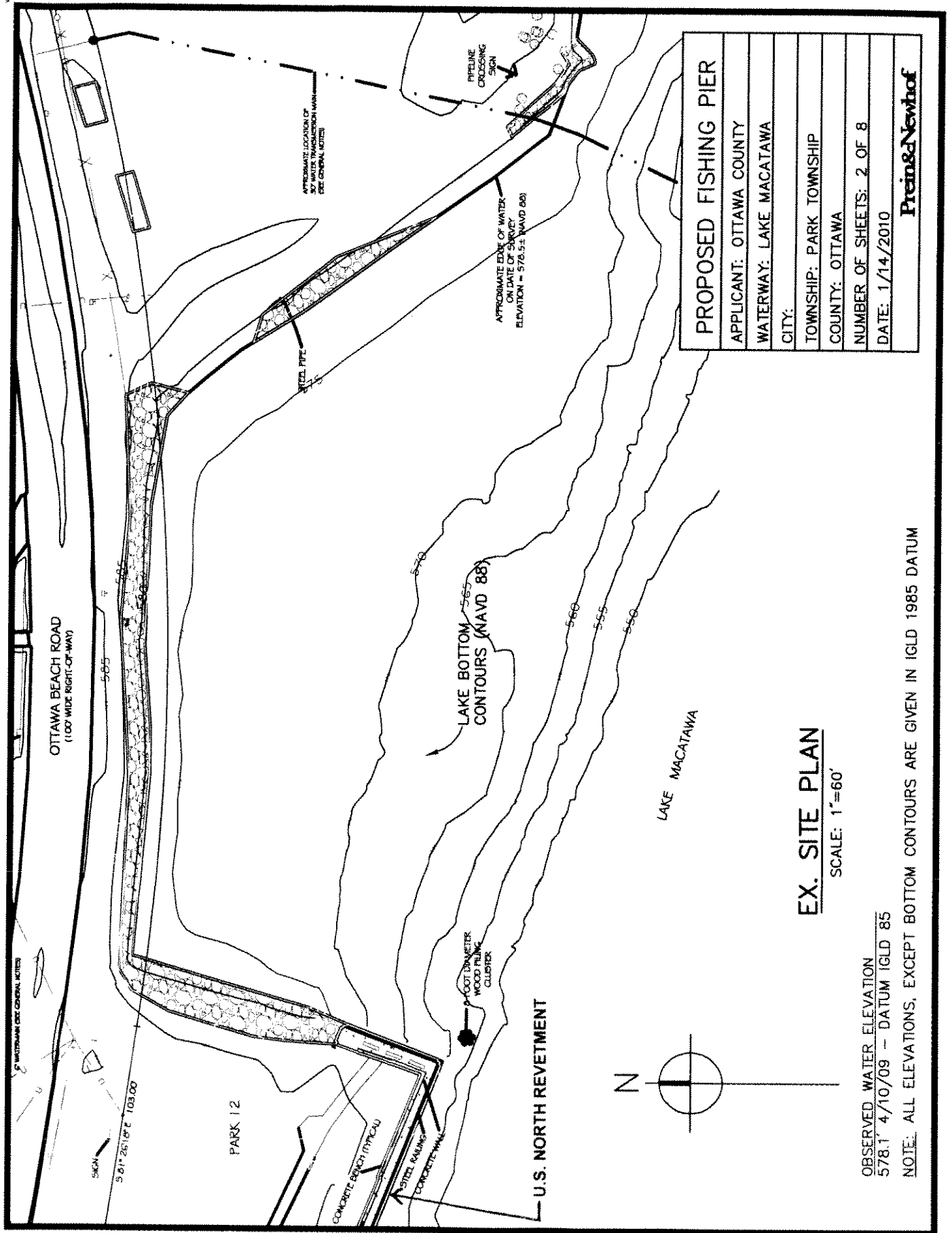


LOCATION MAP

SCALE: 1"=1000'

PROPOSED FISHING PIER
APPLICANT: OTTAWA COUNTY
WATERWAY: LAKE MACATAWA
CITY:
TOWNSHIP: PARK TOWNSHIP
COUNTY: OTTAWA
NUMBER OF SHEETS: 1 OF 8
DATE: 1/14/2010
Prein&Newhof

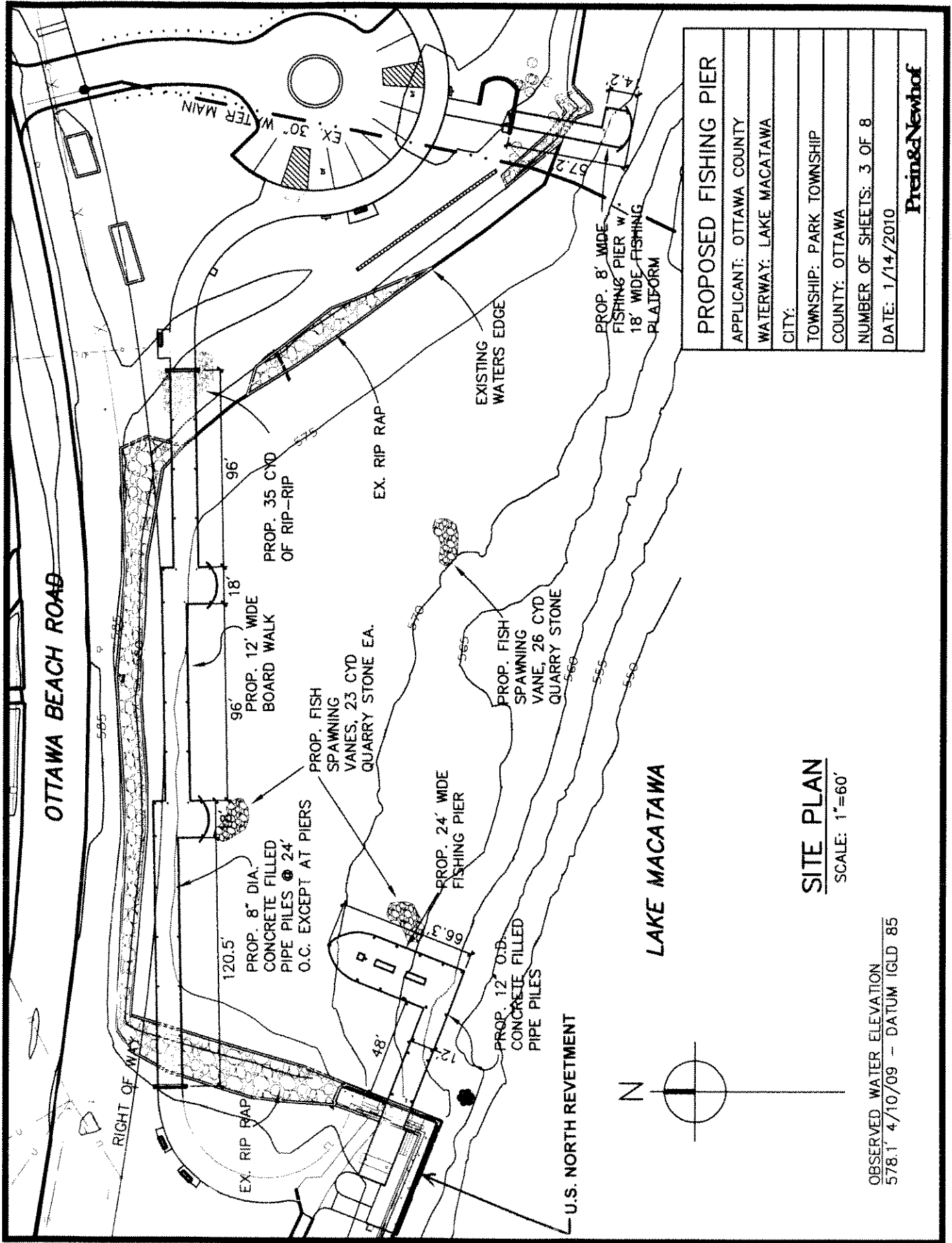




PROPOSED FISHING PIER
APPLICANT: OTTAWA COUNTY
WATERWAY: LAKE MACATAWA
CITY:
TOWNSHIP: PARK TOWNSHIP
COUNTY: OTTAWA
NUMBER OF SHEETS: 2 OF 8
DATE: 1/14/2010
Preis & Newhof

EX. SITE PLAN
 SCALE: 1"=60'

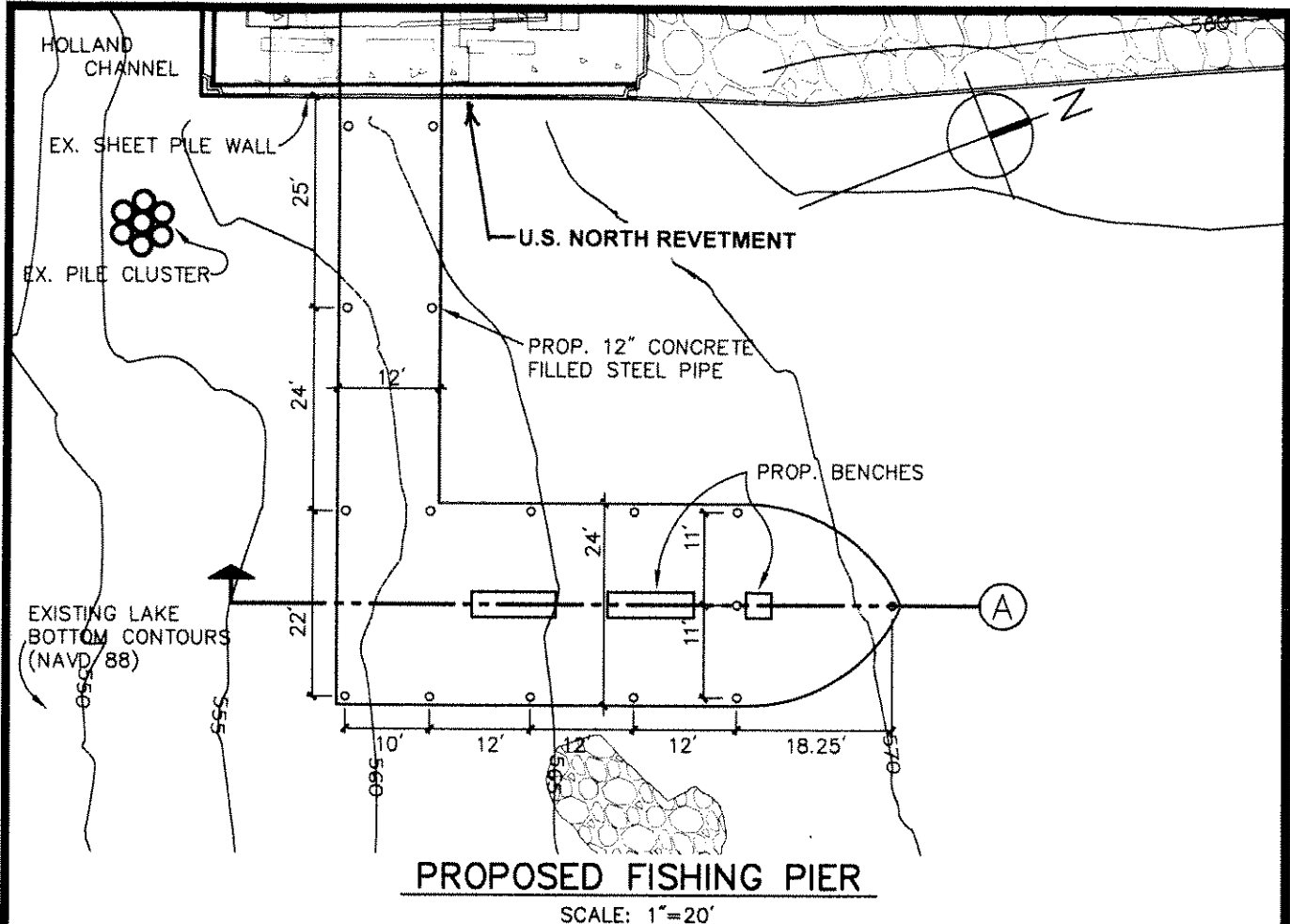
OBSERVED WATER ELEVATION
 578.1' 4/10/09 - DATUM IGLD 85
 NOTE: ALL ELEVATIONS, EXCEPT BOTTOM CONTOURS ARE GIVEN IN IGLD 1985 DATUM



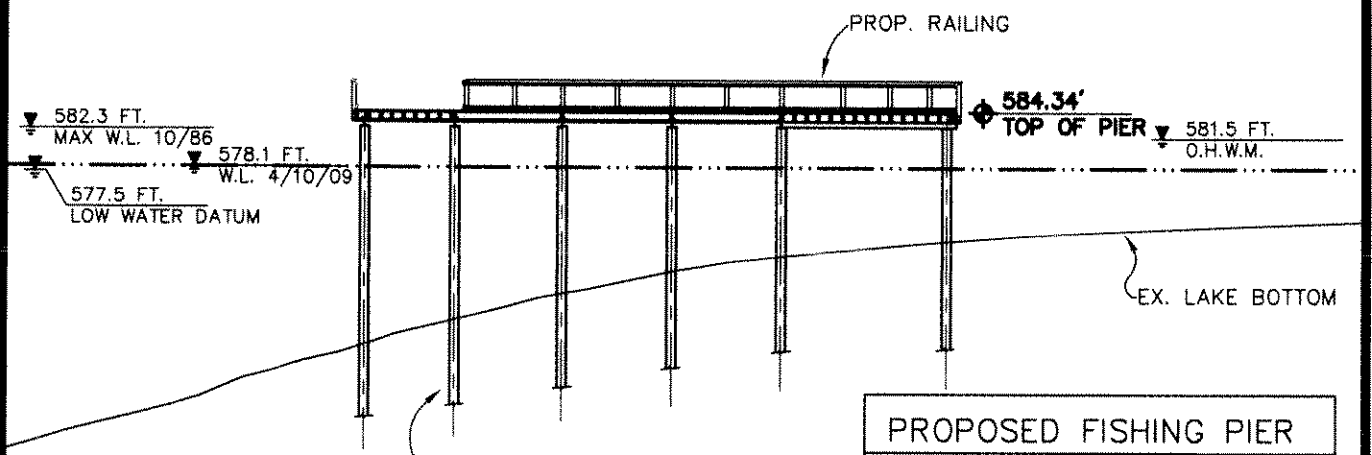
PROPOSED FISHING PIER
APPLICANT: OTTAWA COUNTY
WATERWAY: LAKE MACATAWA
CITY:
TOWNSHIP: PARK TOWNSHIP
COUNTY: OTTAWA
NUMBER OF SHEETS: 3 OF 8
DATE: 1/14/2010
Prein&Newhof

SITE PLAN
SCALE: 1"=60'

OBSERVED WATER ELEVATION
578.1' 4/10/09 - DATUM IGLD 85

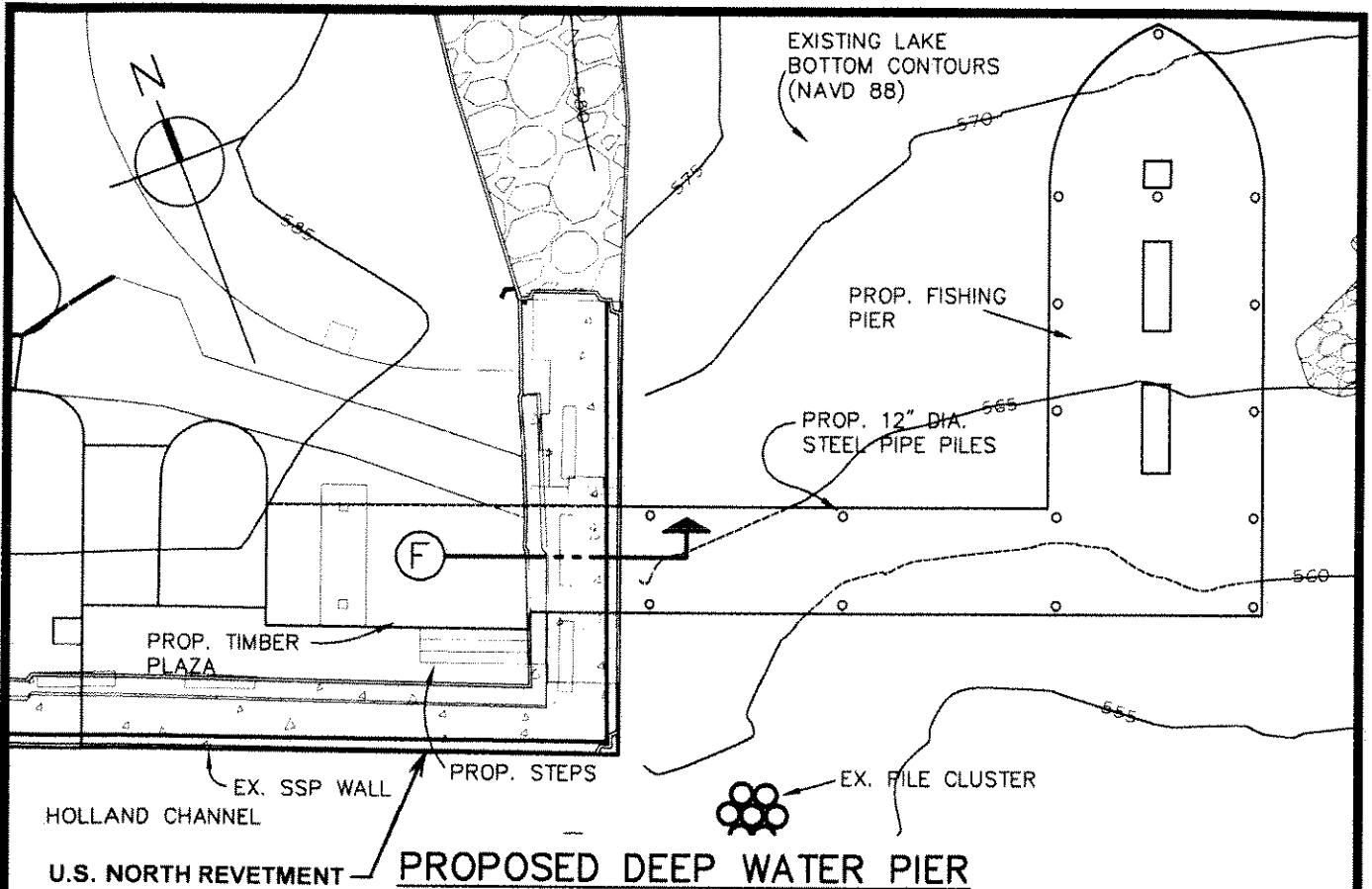


PROPOSED FISHING PIER
 SCALE: 1"=20'



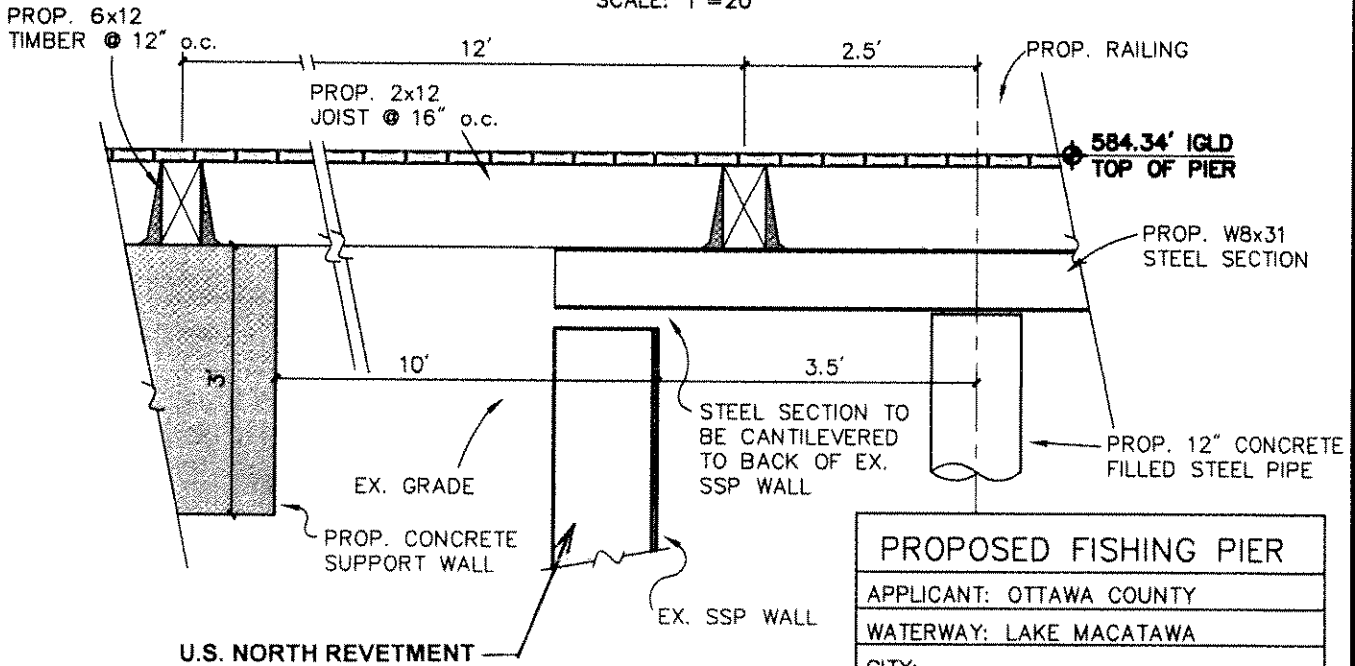
PROPOSED FISHING PIER	
APPLICANT: OTTAWA COUNTY	
WATERWAY: LAKE MACATAWA	
CITY:	
TOWNSHIP: PARK TOWNSHIP	
COUNTY: OTTAWA	
NUMBER OF SHEETS: 4 OF 8	
DATE: 1/14/2010	
Prein&Newhof	

SECTION A
 SCALE: 1"=20'



PROPOSED DEEP WATER PIER

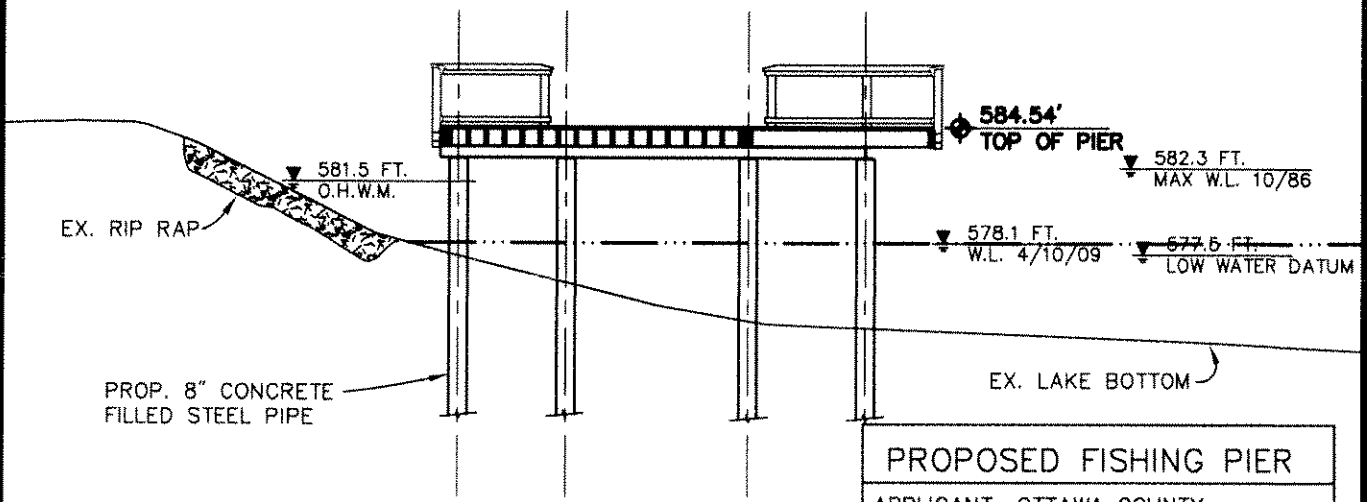
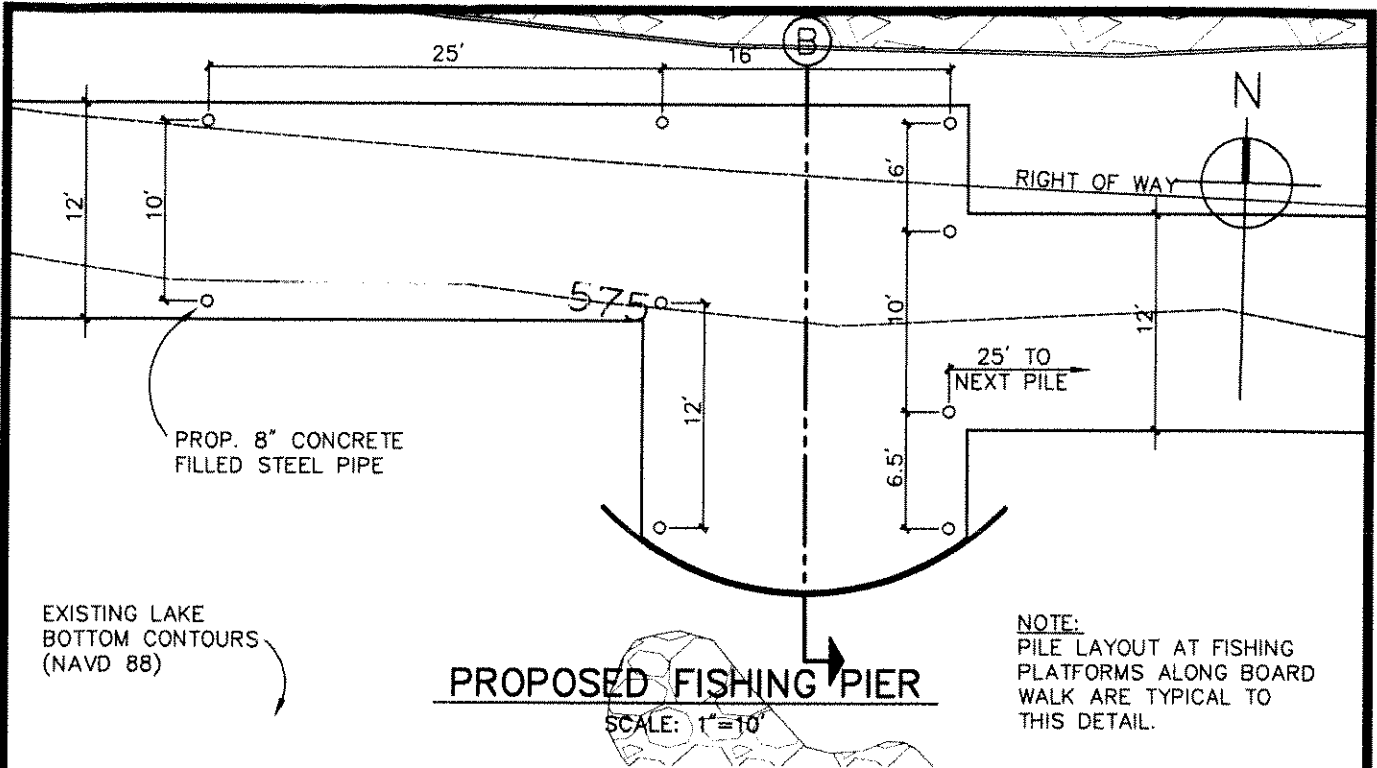
SCALE: 1"=20'



PROPOSED FISHING PIER

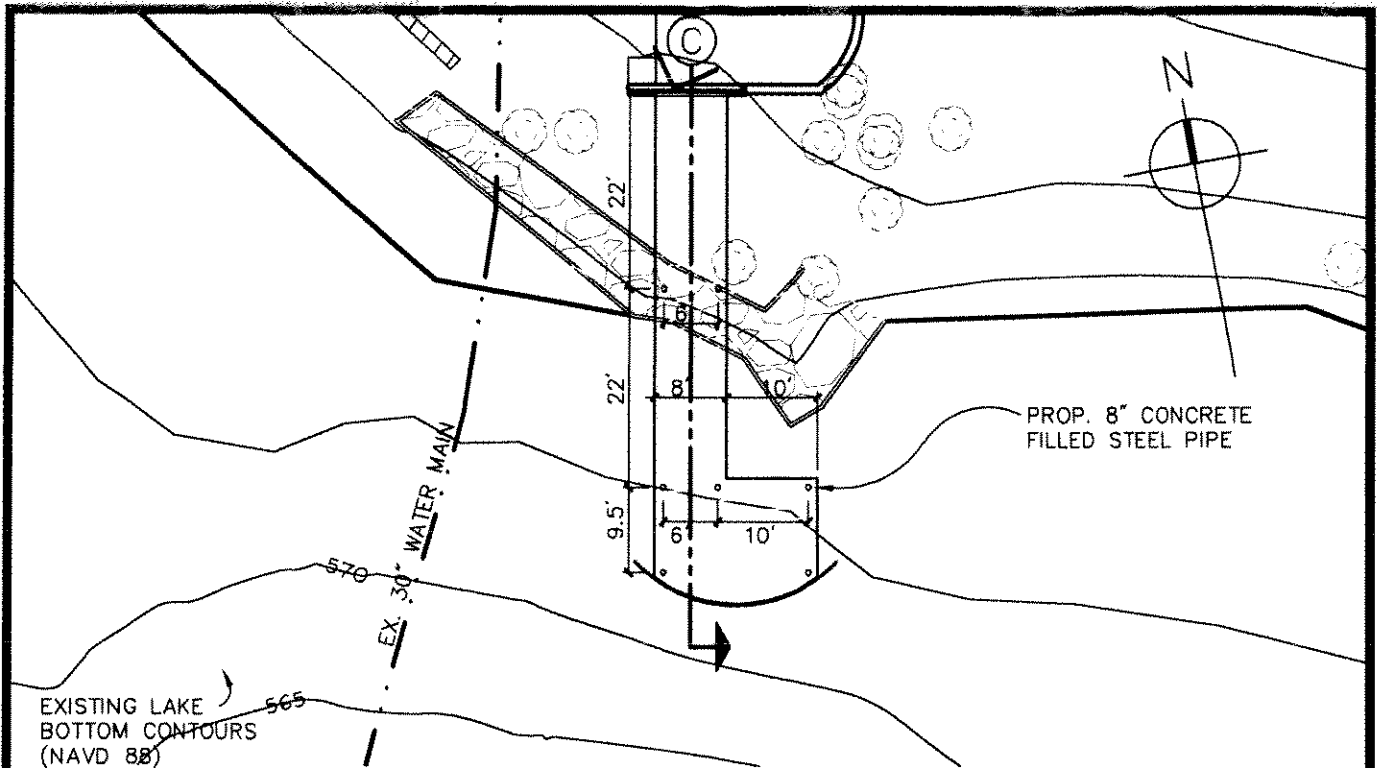
APPLICANT: OTTAWA COUNTY
WATERWAY: LAKE MACATAWA
CITY:
TOWNSHIP: PARK TOWNSHIP
COUNTY: OTTAWA
NUMBER OF SHEETS: 5 OF 8
DATE: 1/14/2010
Prein&Newhof

SECTION F
SCALE: 1/2"=1'



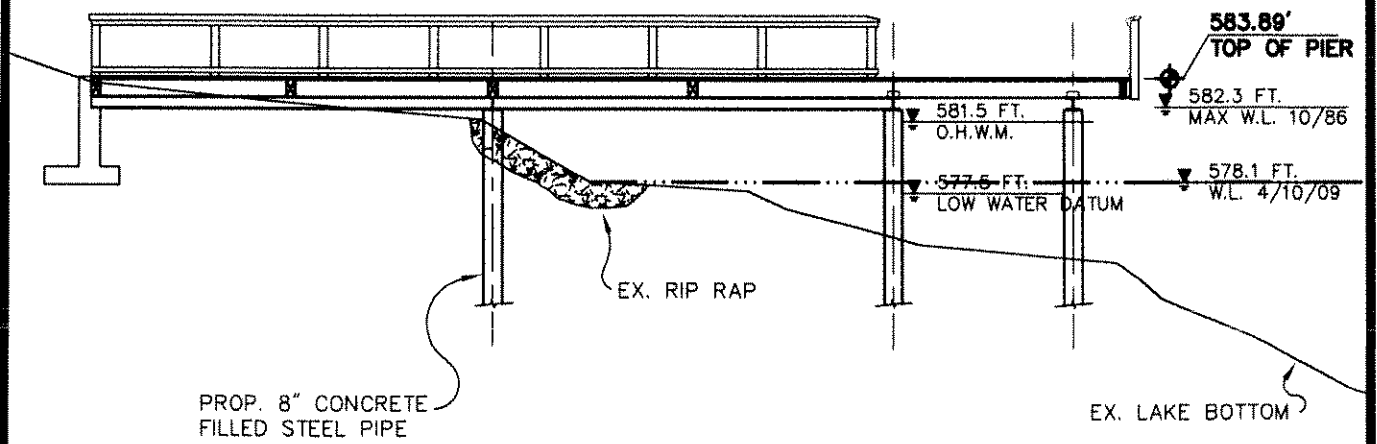
SECTION (B)
SCALE: 1"=10'

PROPOSED FISHING PIER	
APPLICANT:	OTTAWA COUNTY
WATERWAY:	LAKE MACATAWA
CITY:	
TOWNSHIP:	PARK TOWNSHIP
COUNTY:	OTTAWA
NUMBER OF SHEETS:	6 OF 8
DATE:	1/14/2010
Prein&Newhof	



PROPOSED FISHING PIER

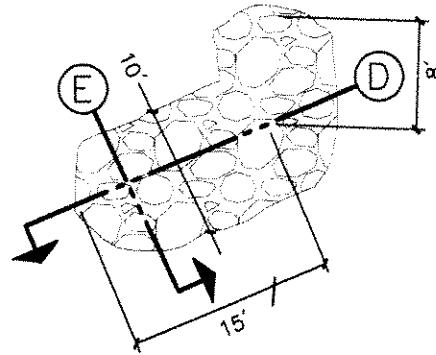
SCALE: 1"=20'



PROP. 8" CONCRETE FILLED STEEL PIPE

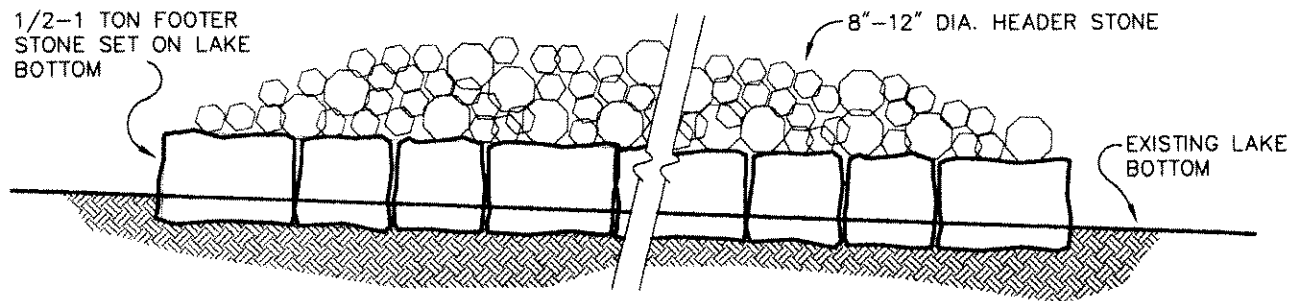
SECTION C
SCALE: 1"=10'

PROPOSED FISHING PIER	
APPLICANT:	OTTAWA COUNTY
WATERWAY:	LAKE MACATAWA
CITY:	
TOWNSHIP:	PARK TOWNSHIP
COUNTY:	OTTAWA
NUMBER OF SHEETS:	7 OF 8
DATE:	1/7/2010
Prein&Newhof	



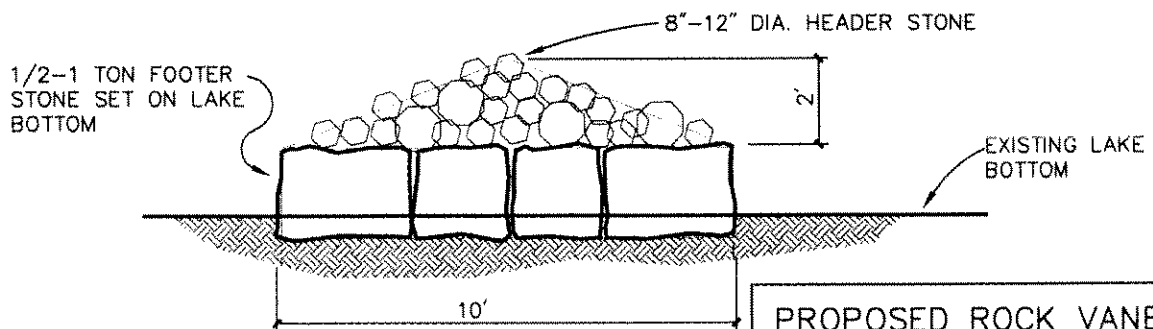
TYPICAL SPAWNING VANE

NOT TO SCALE



ROCK VANE CL SECTION (D)

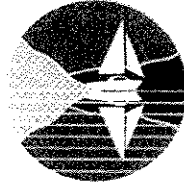
SCALE: 1/4"=1'



ROCK VANE SECTION (E)

SCALE: 1/4"=1'

PROPOSED ROCK VANES
APPLICANT: OTTAWA COUNTY
WATERWAY: LAKE MACATAWA
CITY:
TOWNSHIP: PARK TOWNSHIP
COUNTY: OTTAWA
NUMBER OF SHEETS: 8 OF 8
DATE: 1/7/2010
Prein&Newhof



Ottawa County Parks & Recreation Commission

John A. Scholtz
Director

Commission Members

Ted Bosgraaf
President

Bobbi Jones Sabine
Vice President

Philip Kuyers
Secretary

David Van Ginhoven

Joyce Kortman

Roger E. Jonas

Ray Statema

Jim Miedema

David L. Vander Kooi

Paul Geerlings

Management Plan Holland Harbor Fishing Access Project North Channel Wall

- The purpose of the project is to provide public access to the waterfront for walking, sight-seeing, and fishing. The site will provide a connection between Holland State Park property on the west and Ottawa County Park & Recreation Commission property to the east.
- A new boardwalk and pier will be connected to the property and extend out into Lake Macatawa. New concrete walkways will connect to existing walls and pavements including their associated steps and railings. Amenities including benches, trash containers, and informational signage will also be added.
- It is intended that the facility be open all year. General public use will be during daylight hours with accommodations made for fishermen to use the facility at dusk and dawn.
- Management by Ottawa County parks staff will include litter removal, clearing of sand from walk surfaces, and general maintenance and repairs of the constructed facilities.
- The facility will be patrolled by park staff and local law enforcement as required.
- No additional construction is anticipated.

Outgrant: W911KK-1-10-3002
Project: HOLLAND HARBOR FEDERAL
NAVIGATION PROJECT
Grantee: OTTAWA COUNTY PARKS AND
RECREATION COMMISSION

EXHIBIT C- ENVIRONMENTAL CONDITION OF PROPERTY
STATEMENT OF FINDINGS (SOF)

1. **Real Property Transaction:** Department of the Army Lease with the Ottawa County Parks and Recreation Commission for park and recreational use of government property under the administrative jurisdiction of the Department of the Army at the Holland Harbor Federal Navigation Project. The work is described in paragraph 1 of the attached Environmental Condition of Property (ECP).

2. **Purpose:** The ECP is a record documenting the history of the property with regard to the storage, release or disposal of hazardous substances on the property. It establishes the levels and types of hazardous substances, if found, on the site at the time of conveyance.

3. **Summary:** An Environmental Condition of Property (ECP) report, consisting of a comprehensive records search and review of photos was performed for the proposed real property transaction. Real Estate records, including previous utilization and compliance inspection reports, all environmental reports including a Record of Environmental Consideration (REC) at the site were also reviewed. The data obtained during this study is summarized on the attached ECP.

4. **Findings:** There is no evidence that this site has experienced the disposal or release of hazardous substances. In addition, there is no evidence that the "threshold" for reporting the storage of hazardous substances has been exceeded.

Victor L. Kotwicki (date)
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

I concur with the Environmental Findings of the attached ECP.

THE OTTAWA COUNTY PARKS AND RECREATION COMMISSION

BY: _____
(signature) (date)

(printed name and title)

Outgrant: W911XK-1-10-3002
Project: HOLLAND HARBOR FEDERAL
NAVIGATION PROJECT
Grantee: OTTAWA COUNTY PARKS AND
RECREATION COMMISSION

**ENVIRONMENTAL CONDITION OF PROPERTY (ECP)
PROPOSED REAL ESTATE LEASE**

1. Proposed Outgrant Action:

The instrument being processed is a 25 year park and recreation lease to Ottawa County for public use of 0.49 acre of Corps property at the North side of the Holland Harbor Federal Navigation Project. The county will construct an elevated fishing pier which will cross over the eastern end of the Corps North Revetment in both the steel pile wall and riprap and utilize a portion of the government fee land for park improvements.

2. A Records Search included a review of the following:

- a) Holland Harbor Executive 12512 Report (GSA Control #9600-19405) U.S. Army Corps of Engineers, January, 1994.
- b) Holland Harbor, Ottawa County Detailed Utilization Report, U.S. Army Corps of Engineers, September 1996.
- c) ERGO, Final Report of Findings for Holland Harbor, June 1993 and June 1998.

3. Review of Photos (including photos taken during Utilization Inspections).

- a) Aerial Photos taken April 1976; April 1983.
- b) Ground Photos: Taken by Real Estate personnel in July 1994, May 1998, July 2000, August 2003, August 2006 and March 2009.

4. Site and Utilization inspections

- a) Comprehensive site visit performed for the last Executive order (performed in 1994).
- b) Site visit by Real Estate personnel in May 1998, July 2000, August 2003, August 2006 and March 2009.

EXHIBIT "C"
(sheet 2 or 4)

Outgrant: W911XK-1-10-3002
Project: HOLLAND HARBOR FEDERAL
NAVIGATION PROJECT
Grantee: OTTAWA COUNTY PARKS AND
RECREATION COMMISSION

5. Based on a record search, review of aerial photos, site inspection and knowledge of the project area, the following information is provided:

a. General site information:

The Holland Harbor project is on the eastern shore of Lake Michigan in the County of Ottawa, City of Holland, and State of Michigan. Holland Harbor is located about 95 miles northeasterly of Chicago, Illinois, and 25 miles north of South Haven, Michigan. Land use around Holland is important for agricultural purposes. Recreational activity is excellent and numerous yacht clubs, parks and public launching ramps are located in the immediate vicinity. Holland State Park, located immediately north of the harbor, attracts many people throughout the year. The area is popular for camping, boating, and fishing. The variety and abundance of fish make Holland Harbor an excellent place for sport fishing. The port of Holland is a vital factor for the industrial activities of the area. Waterborne commerce has averaged about 359,800 tons annually during the five year period from 1986 through 1990. In 1990 a total of 391,000 tons passed through the harbor. Ottawa County population numbered 187,768 in 1990, an increase of 1.2 percent since 1980, while the City of Holland population decreased 0.9 percent to 25,086 persons during the same period.

b. Current use and Site History:

The mission of the Holland Harbor Project is commercial navigation on the Great Lakes and connecting channels (Navigable waters of the United States). The project also serves as a harbor of refuge for commercial vessels and recreational pleasure craft. The Holland Harbor Project was adopted by the River and Harbor Act of 13 June 1902 with later modifications. The project provides a harbor in Lake Michigan at the outlet channel to Lake Macatawa which is protected by two converging breakwaters. The North and South Breakwaters are 752 and 801 feet in total length, respectively. Inner piers and revetment structure extend along the outlet channel between Lake Michigan and Lake Macatawa. The project also provide a deep draft navigational channel system with an approach in Lake Michigan extending upstream in the outlet channel, Lake Macatawa and the Black River, a distance of approximately 6 miles.

Land Use: The project contains 4.84 fee acres and 3.60 perpetual easement acres. The fee acreage consists of two non-contiguous parcels located on the northeasterly and south sides of the outlet channel. Of the total 3.60 easement acreage, 0.35 acres are subsurface easements on the southeasterly end of the outlet channel, and 3.25 acres are channel improvement easements located on the north side of the outlet channel and along the easterly side of Lake Macatawa.

Outgrant: W911XK-1-10-3002
Project: HOLLAND HARBOR FEDERAL
NAVIGATION PROJECT
Grantee: OTTAWA COUNTY PARKS AND
RECREATION COMMISSION

c) Prior Outgranted Activities at this site:


Outgranted Activity: A lease to the Michigan Department of Natural Resources authorized the use and occupancy of 0.49 acres of land and water areas under the primary jurisdiction of the Department of the Army on the Holland Harbor Project, for park and recreational purposes.

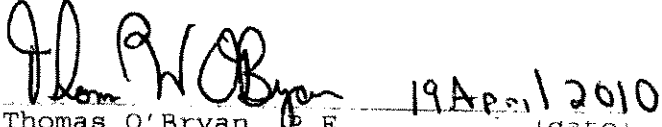
b. Environmental Findings:

() There is no evidence that this property has been a site of disposal or release of any hazardous substance(s).

(X) There is no evidence that this property has been a site of disposal or release of any hazardous substance(s). In addition, there is no evidence that the "threshold" for reporting the storage of hazardous substances has been exceeded.

() There is evidence that this property has been a site of disposal or release of a hazardous substance and/or that the threshold's for reporting the storage of hazardous substances has been exceeded.


Robert Jameson (date)
Realty Specialist
Real Estate Division
Detroit, Buffalo and Chicago Districts


Thomas O'Bryan, P.E. (date)
Area Engineer
Lake Michigan Area Office at Grand Haven

Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/10/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Award Bid for Holland Harbor Fishing Access Project

SUGGESTED MOTION:

To receive and forward to the Board of Commissioners bids for the Holland Harbor Fishing Access Project and accept the low bid from Wolverine Construction including Alternates A and B for a total contract amount of \$458,769 with funding from Great Lakes Fishery Trust and the Parks and Recreation budget.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission has solicited bids for the Holland Harbor Fishing Access Project. Funded in part by a \$500,000 Great Lakes Fishery Trust Grant, this project will expand fishing opportunities along the Holland Harbor and implement a portion of the Park 12 Master Plan including a section of waterfront walkway. A total of five bids were received with the low bid from Wolverine Construction significantly below the project estimate.

FINANCIAL INFORMATION:

Total Cost: \$458,769.00 | County Cost: \$458,769.00 | 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

Objective: #3, #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator:

Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@mciottawa.org
Reason: I am approving this document
Date: 2010.06.02 10:29:49 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

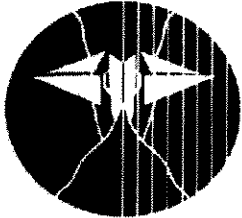
Date: May 26, 2010
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Award Bid for Holland Harbor Fishing Access Project

The Ottawa County Parks and Recreation Commission has solicited bids for the Holland Harbor Fishing Access Project. Funded in part by a \$500,000 Great Lakes Fishery Trust Grant, this project will expand fishing opportunities along the Holland Harbor and implement a portion of the Park 12 Master Plan including a section of waterfront walkway. A total of five bids were received with the low bid from Wolverine Construction significantly below the project estimate.

Proposed motion:

To receive bids for the Holland Harbor Fishing Access Project and accept the low bid from Wolverine Construction including Alternates A and B for a total contract amount of \$458,769 with funding from Great Lakes Fishery Trust and 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**
12220 Fillmore
West Olive, Michigan 49460

Bid Tabulation
Holland Harbor Fishing Access Project
Thursday, May 20, 2010
10:00 a.m.

	COMPANY (BIDDER)	BID BOND	ADDENDA	BASE BID	ALT. A Rock Vane	ALT. B Thru-flow Deck
1	Wolverine Construction	X	X	\$441,769.00	\$12,000.00	\$5,000.00
2	Apex Contractors, Inc.	X	X	\$455,951.32	\$13,400.00	\$5,000.00
3	Rivertown Contractors	X	X	\$507,155.00	\$8,250.00	\$2,050.00
4	Plaggemars Construction	X	X	\$517,900.00	\$49,000.00	\$4,000.00
5	Jaran Construction	X	X	\$566,030.00	\$8,000.00	\$5,000.00
6						
7						
8						
9						

Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/10/2010

Requesting Department: Parks and Recreation

Submitted By: June Hagan

Agenda Item: Award Bid for Upper Macatawa Natural Area Floodplain Restoration

SUGGESTED MOTION:

To receive and forward to the Board of Commissioners bids for the Upper Macatawa Natural Area Floodplain Restoration Project and accept the low bid from _____ in the amount of \$_____ with funding from the USDA Natural Resources Conservation Service and the Parks and Recreation budget.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission has solicited bids for restoration of approximately 30 acres of land at the Upper Macatawa Natural Area. The property, located north of Byron Road, is floodplain property that was previously farmed. Restoration will include creation of shallow water wetlands and wet meadow for the purposes of improving wildlife habitat and water quality improvement. Primary funding is through the CREP program of the USDA and administered by the Natural Resources Conservation Service.

FINANCIAL INFORMATION:

Total Cost: \$56,959.00 | County Cost: \$39,459.00 | 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

Objective: #3, #5

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator:

Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.06.02 10:24:23 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: May 26, 2010

To: Ottawa County Board of Commissioners

From: John Scholtz, Parks and Recreation Director

RE: Award Bid for Upper Macatawa Natural Area Floodplain Restoration

The Ottawa County Parks and Recreation Commission has solicited bids for restoration of approximately 30 acres of land at the Upper Macatawa Natural Area. The property, located north of Byron Road, is floodplain property that was previously farmed. Restoration will include creation of shallow water wetlands and wet meadow for the purposes of improving wildlife habitat and water quality improvement. Primary funding is through the CREP program of the USDA and administered by the Natural Resources Conservation Service.

Proposed motion:

To receive bids for the Upper Macatawa Natural Area Floodplain Restoration Project and accept the low bid from Desal Excavating in the amount of \$ 56,959 with funding from the USDA Natural Resources Conservation Service and 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**
12220 Fillmore
West Olive, Michigan 49460

BID TABULATION
UMNA FLOODPLAIN RESTORATION
MAY 27, 2010
10: A.M.
PENDING REVIEW

COMPANY (BIDDER)	BID BOND	ADDENDUM	BASE BID
DESAL EXCAVATING	✓	N/A	\$56,959.00
DAN HOE EXCAVATING	✓	N/A	\$57,669.00
RON MEYER & ASSOCIATES EXCAVATING, INC.	✓	N/A	\$76,866.50
JACKSON - MERKEY CONTRACTORS, INC.	✓	N/A	\$81,311.00
CONNAN, INC.	✓	N/A	\$82,800.50
TRIANGLE EXCCAAVING	✓	N/A	\$126,194.50
RANDALL G. MEYER EXCCAAVING	✓	N/A	\$127,941.00
AL'S EXCAVATING	✓	N/A	\$153,640.00
LANGLOIS & SONS	✓	N/A	\$274,667.50
DENNY'S EXCAVATING			NO BID
STEIN CONSTRUCTION			NO BID
ACCURATE EXCAVATORS, LLC			NO BID