

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, June 9, 2011
9:30 AM

Consent Items:

1. Approval of the Agenda
2. Approval of May 12, 2011 Planning and Policy Committee Minutes

Action Items:

3. Resolution and Lease Agreement – West Michigan Agricultural Education Center
Suggested Motion:
To approve and forward to the Board of Commissioners the “Resolution of Benefit” and the proposed “Lease Agreement” between the County of Ottawa and The West Michigan Agricultural Education Center, for a portion of the Eastmanville Farm Park.
4. Lease of Farmland and Lease Assignment – Meerman Acreage at Eastmanville Farm
Suggested Motion:
To approve/ratify the Lease of Farmland of certain acreage at the Eastmanville Farm to Luke Meerman, and to approve/ratify the Lease Assignment of the County’s interest in that Lease of Farmland to the Ottawa County Agricultural Education Center.
5. Olive Shores Grant Agreement
Suggested Motion:
To approve and forward to the Board of Commissioners the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Olive Shores Park Improvement Project.

Discussion Item:

None

Adjournment

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

PLANNING & POLICY COMMITTEE

Proposed Minutes

DATE: May 12, 2011

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

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

STAFF & GUESTS: Marie Waalkes, Human Resources Director; Sherri Sayles, Deputy Clerk; Keith VanBeek, Assistant Administrator; John Scholtz, Parks & Recreation Director; Alan Vanderberg, Administrator; Greg Rappleye, Corporate Counsel; Mark Knudsen, Planning & Performance Measures Director

SUBJECT: CONSENT ITEMS

Approve by consent the agenda of today as presented and approve by consent the minutes of the April 14, 2011, meeting as presented.

SUBJECT: DECLARATION OF RESTRICTION ON LAND USE AT EASTMANVILLE BAYOU

PP 11-024 Motion: To approve and forward to the Board of Commissioners the Declaration of Restriction on Land Use placing restrictions on wetlands at the Eastmanville Bayou Open Space property as requested by the Corps of Engineers in conjunction with granting a permit for improvements at this site.

Moved by: Swartout

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Military Service Credits Policy – Marie Waalkes, Human Resources Director, presented the history on the Purchase of Military Service Credits under HR Policy 16. The policy has been in place since 1998. Due to budget/cost concerns, the policy was amended in 2008 and provides for a reduction in future purchases and eventually the county will no longer contribute to this purchase. Marie reviewed six new options that could be adopted by the Board. The options were: 1) Continue with current policy; 2) Eliminate the current policy at the end of 2011; 3) Reduce the County contribution to a lower amount; 4) Eliminate the policy by January 1, 2014; 5) Eliminate the policy at the

end of 2017; and 6) Reduce number of years to purchase from 4 years to 2 years for all eligible employees. After some discussion, it was agreed to forward to the Finance and Administration Committee the recommendation to eliminate the policy by January 1, 2014.

SUBJECT: CLOSED SESSION TO DISCUSS PROPERTY ACQUISITION

PP 11-025 Motion: To go into a Closed Session at 9:43 a.m. for the purpose of discussing property acquisition. (2/3 roll call vote required)
Moved by: Swartout **UNANIMOUS**

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

PP 11-026 Motion: To rise from Closed Session at 10:21 a.m.
Moved by: Swartout **UNANIMOUS**

SUBJECT: ADJOURNMENT

The meeting adjourned at 10:21 a.m.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/9/2011

Requesting Department: Corporate Counsel

Submitted By: Greg Rappleye

Agenda Item: Resolution and Lease Agreement – West Michigan Agricultural Education Center

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the “Resolution of Benefit” and the proposed “Lease Agreement” between the County of Ottawa and The West Michigan Agricultural Education Center, for a portion of the Eastmanville Farm Park.

SUMMARY OF REQUEST:

The Board of Commissioners previously approved the conceptual map for the West Michigan Agricultural Farm Park, which will utilize a portion of the Eastmanville Farm Park as an agricultural/educational park. A 501(c) organization has been formed to conduct these activities. The “Resolution of Benefit” and Lease Agreement are intended to formalize the lease between the County (on behalf of the Parks Department) and the West Michigan Agricultural Education Center.

FINANCIAL INFORMATION:

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

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

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

Objective: 2: Consider opportunities to improve economic development in the region.

3: Continue initiatives to preserve the physical environment.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

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@countyofo.com
Reason: I am approving this document
Date: 2011.06.02 10:23:30 -0400

Committee/Governing/Advisory Board Approval Date:

LEASE AGREEMENT

~~*DRAFT 5-26-11*~~
~~*DRAFT 5-26-11*~~
DRAFT 5-31-11

This Lease Agreement is made this ____ day of June, 2011, by and between the County of Ottawa, a Michigan municipal corporation, for and on behalf of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department, 12220 Fillmore Street, West Olive, Michigan 49460 (“Lessor”), and the West Michigan Agricultural Education Center, a Michigan not-for-profit corporation (“Lessee”), 7851 Leonard Road, Coopersville, Michigan 49404 with reference to the following facts and circumstances:

A. Lessor owns certain acreage located at 7851 Leonard Road, Coopersville, Michigan, 49404. The acreage is currently being used as a portion of a public park known as the “Eastmanville Farm Park” under the direction of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department.

B. Lessee is a not-for-profit Michigan corporation, qualified under 26 USC Section 501(c) of the Internal Revenue Code, which has made a proposal to Lessor to lease, develop and operate a portion of the acreage as an “agricultural education center” to be known as the “West Michigan Agricultural Education Center,” which would be open to the general public and to the residents of Ottawa County for purposes of agricultural education, agricultural training, best-practices demonstrations, and for other, similar purposes.

C. Lessee is an entity composed of and associated with individuals and parties experienced in the ownership and operation of agricultural facilities, and is capable of operating an agricultural education center in accordance with this Lease Agreement in

such a manner that the West Michigan Agricultural Education Center will continue to benefit and educate the general public and residents of Ottawa County in future years.

D. Lessor is interested in entering into a long-term lease with Lessee for use of a portion of the acreage for these purposes, on terms set forth herein.

E. Pursuant to statute, MCL 46.11(d) and MCL 45.5, the Ottawa County Board of Commissioners is authorized to lease a portion of the acreage for these purposes, on the terms set forth herein, and the Ottawa County Board of Commissioners has, by Resolution dated June ____, 2011, made its determination of benefit with regard to this Lease Agreement, a copy of which Resolution is attached as Exhibit "A" hereto.

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. General Agreement of Lease: For the sum of \$1 paid by Lessee on the effective date of this Lease Agreement, and for the promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ottawa County agrees to lease that portion of the Eastmanville Farm Park acreage, as more particularly described in paragraph 3 herein, to Lessee, for the purpose of having the leased acreage operated by Lessee as an "agricultural education center," to be known as the "West Michigan Agricultural Education Center," for the benefit of the general public and the residents of Ottawa County.

2. Term of Lease Agreement: The effective date of this Lease Agreement shall be June ____, 2011. Lessee shall have complete access to the leased acreage, in accordance with the terms of this Lease Agreement, as of the effective date of this Lease Agreement. This Lease **Agreement** shall be in effect through December 31, 2021, and

may be renewed by the parties thereafter on **terms and** conditions to be negotiated **and agreed to in writing** by the parties.

3. Acreage to be Subject to Lease Agreement: The acreage subject to this Lease Agreement consists of that portion of the parcel of real property known as the Eastmanville Farm Park located at 7851 Leonard Road, Polkton Township, Ottawa County Michigan, and more particularly described as:

[INSERT PROPERTY DESCRIPTION]

together with all structures, appurtenances, and improvements located thereon (“the leased acreage”). A general descriptive map of the leased acreage and associated properties is attached as Exhibit “B.”

4. Agreed Plan of Operation by Lessee: Following entry into this Lease Agreement, Lessee agrees to develop and operate the West Michigan Agricultural Education Center on the leased ~~premises~~ **acreage** in accordance with the Plan of Development and Operation set forth in Exhibit “C.” The parties acknowledge that future developments and trends in agriculture cannot be fully anticipated, and that it may be necessary to modify the Plan of Development and Operation (**Exhibit “C”**) due to ~~developments in~~ public interest, **and developments in** agricultural education, funding opportunities, programming, proposals, and best-practices for agricultural operations. It is the intention of Lessor in entering into this Lease Agreement that, at a minimum: (1) the general types and range of agricultural operations **and opportunities** set forth in **the Plan of Development and Operation (Exhibit “C”)** will be made available on the leased

premises to the general public and the residents of Ottawa County; (2) Lessee will work cooperatively with the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department to develop the West Michigan Agricultural Education Center and to coordinate and associate its operations with the Ottawa County Parks system; (3) Ottawa County residents and the general public will have ongoing access to the West Michigan Agricultural Education Center, and opportunities to participate in programs developed at the agricultural education center.

Any ~~sublease or any~~ transfer of operations of the ~~agricultural education center~~ **West Michigan Agricultural Education Center** from Lessee to an unrelated third party, or any significant variance in the Plan of Development and Operation (Exhibit "C") at the agricultural education center, shall be submitted to the Ottawa County Board of Commissioners prior to the effective date thereof, which may, at its discretion, make a prior determination of consistency with the terms of this Lease Agreement and approve the ~~sub-lease~~ **transfer or significant variance**. The Lessor may, from time-to-time, request information regarding the current status and nature of operations at the West Michigan Agricultural Education Center, which information shall be provided by Lessee.

5. Potential Year-to-Year Lease Areas: In Exhibit "B," the parties have identified three (3) potential "~~Year-to-Year~~" "**Three-Year**" Lease Areas (Area #1, Area #2, and Area #3). ~~Year-to-Year~~ **The Three-Year** Lease Areas may, upon agreement of the parties, be leased from Lessor to Lessee by mutual execution of the Special Lease Agreement form(s) attached hereto as Exhibit "D," or its substantial equivalent, for uses and activities which are consistent with the Plan of Development and Operation (Exhibit

“C”), and which are consistent with the ongoing ~~use of the year-to-year~~ three-year Lease area as a portion of a public park.

6. Shared Use Areas: In Exhibit “B,” the parties have identified a two (2) “Shared Use Areas.” The Shared Use Areas may be developed and used by the West Michigan Agricultural Education Center, as the parties may hereafter expressly agree in writing, for uses and activities which are consistent with the Plan of Development and Operation (Exhibit “C”) and consistent with the ongoing co-use of the “Shared Use Areas” as a portions of a county park.

7. Lease Access Zones: In Exhibit “B,” the parties have identified “Lease Access Zones” for ongoing co-shared usages between Lessor and Lessee, and for ingress and egress from the leased acreage. All uses by Lessee of the “Lease Access Zones” shall be (i) consistent with the Plan of Development and Operation (Exhibit “C”), and (ii) consistent with the continued use of the “Lease Access Zones” as a portion of a county park. The parties may, from time-to-time agree, in writing, to more specific guidelines and requirements for usage, maintenance, repair, and development of the “Lease Access Zones.”

8. Structural Improvements, Etc., Fencing: It is acknowledged and understand that certain structural improvements, physical improvements, and fencing must be undertaken by Lessee to properly develop and operate the proposed West Michigan Agricultural Education Center in compliance with the Plan of Development and Operation (Exhibit “C”). Lessee agrees that, except as may otherwise be agreed to in writing by the parties, Lessee will be responsible for and shall undertake and complete, at its sole expense, those structural improvements, physical improvements, and fencing

responsibilities necessary to implement and comply with the Plan of Development and Operation. All **Those** structural improvements, physical improvements and fencing responsibilities necessary for the initial operations of the agricultural education center as an entity separate from the operations of Lessor shall be completed ten (10) days prior to the first day of Lessee's public operation of the West Michigan Agricultural Education Center.

9. Indemnification and Hold-Harmless: Lessee shall indemnify and hold harmless the County of Ottawa, the Ottawa County Board of Commissioners, the Ottawa County Parks & Recreation Commission, the Ottawa County Parks & Recreation Department, and their officers, directors, employees, and agents, from any and all risks, claims, causes of action, lawsuits or expenses, including costs, interest, or attorney fees, arising or alleged to have arisen on the leased acreage, or as a result of, or in association with, the operations of Lessee on any of the properties which are the subject matter of this Lease Agreement, including the ~~Year-to-Year~~ **Three-Year** Lease Areas, the Shared Use Areas and the Lease Access Zones. The obligation to indemnify and hold harmless hereunder extends to all claims for loss, whether for personal injury, property damage, or otherwise, to any person or entity.

10. Transfer of Risks and Insurance: It is the intention of the parties to transfer all risk (i) associated with Lessee's operations at or on the facilities of Lessor, and (ii) associated with the development and operation of the leased acreage, including **Lessee's access to and usages on** the ~~Year-to-Year~~ **Three-Year** Lease Areas, the Shared Use Areas, and the Lease Access Zones, to Lessee as of the effective date of this Lease Agreement. Lessee shall maintain Ottawa County, the Ottawa County Park & Recreation

Commission, the Ottawa County Parks & Recreation Department, and their officers, directors, employees and agents, as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. In addition, Lessee shall maintain Worker's Disability Compensation Insurance in a form and according to such limits as may be required by Michigan law. Written proof of the existence of such insurances shall be supplied by Lessee as of effective date of this Lease Agreement, and at such times during the lease term thereafter as Lessor may reasonably require.

11. Additional Agreement of Lessee: Lessee understands and acknowledges that the Eastmanville Farm Park property is owned and operated by Lessor as publicly owned park serving the general public and the residents of Ottawa County. Lessee agrees to conduct all operations on the leased acreage and on any of the properties which are a subject matter of this Lease Agreement in a neat, clean, and business-like manner, according to ~~accepted~~ acceptable standards and practices for a well-run agricultural education center. Lessee will commit no act of waste and will take good care of the premises and the fixtures and appurtenances on it, and will, in the use and occupancy of the leased acreage and of any of the properties which are a subject matter of this Lease Agreement, conform to all applicable laws and regulations. All equipment, supplies, farm animals, and harvested crops will be maintained, cared-for, and stored by Lessee in a neat, clean and appropriate manner. All farm, equipment, supplies and farm animals will be removed by Lessee, at its sole expense and risk, at the close or termination of this Lease Agreement, unless otherwise agreed to by the parties in writing.

12. Sub-Lease by Lessee: The leased acreage shall not be sub-leased by Lessee for any purposes to any person or entity without the express, written consent of the Lessor. Provided, however, that the Lessee may, from time-to-time, sub-lease portions of the leased ~~premises~~ **acreage** for farming, crops, pasturage, animal husbandry, and other similar purposes which are not inconsistent with the terms of this Lease Agreement, and the proceeds from which, if any, shall be used **by Lessee** to offset the cost of Lessee's operations at the West Michigan Agricultural Education Center, and/or to provide for future projects at the agricultural education center. All such proposed sub-leases must be in writing and are subject to review and **administrative** approval by Lessor, which consent will not be unreasonably withheld.

13. Use of Pesticides, Fertilizers, and Similar Chemical Sprays and Applications: Neither the Lessee nor any Sub-Lessee may use **legally permitted** pesticides, fertilizers, and other chemical sprays and applications ~~of a type, or~~ in a manner which may cause harm or physical distress to ~~farm-park~~ visitors **at the West Michigan Agricultural Education Center** or to the general public. During the term of this Lease Agreement, **to the extent possible**, Lessee shall advise the Ottawa County Parks & Recreation Department of the proposed dates of any spraying or applications to be made to the leased acreage and on any properties which are a subject matter of this Lease Agreement, and shall provide a written explanation of any and all known risks posed thereby. Providing, on a timely basis, a copy of any written information supplied, in the normal course of business, by a commercial source for such chemicals, sprays, or applications, shall be sufficient notification.

14. Compliance With Environmental Laws & Regulations: Lessee will, throughout the term of this Lease Agreement, comply with and abide by all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over Lessee's operations concerning environmental matters, including, but not limited to, any discharge into the air, waterways, drains, soil or ground water of any chemical, substance, animal effluent, or pollutant of any kind. Compliance with all environmental laws and regulations shall be at the exclusive cost of the Lessee.

15. Acceptance of Leased Acreage "As Is," and Agreement to Surrender in Good Condition:

Lessee has had a complete opportunity to inspect the leased acreage and all of the properties, improvements, and facilities which are the subject of this Lease Agreement, including Year-to-Year Lease Areas, the Shared Use Area, and the Lease Access Zones, and accepts the leased acreage and ~~the~~ all related properties, improvements and facilities "as is." Lessee agrees that, on the last day of this Lease Agreement, or as of the date of its earlier termination, Lessee will surrender the leased acreage and all related properties, improvements and facilities to Lessor in good condition, reasonable wear and tear, and damage by fire, act of god, or the elements excepted.

16. Nondiscrimination: Lessee, in performing under this Lease and in operating the West Michigan Agricultural Education Center, shall not discriminate against any person because of race, creed, color, religion, age, weight, sex, national origin or handicap. Lessee agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause, and/or to post other similar notices regarding nondiscrimination as may be required by federal and applicable state law. All

development and operations of the leased acreage undertaken by Lessee shall be compliant with the terms of the Americans With Disabilities Act (“ADA”) and with state law. Any remodeling, construction, reconstruction, installation of improvements or other work done to the leased acreage shall be, to the extent required by law, performed by the Lessee in compliance with ADA and state law requirements and regulations.

17. Right to Enter Premises: During the term of this Lease Agreement, the Lessor reserves the right to enter, inspect, make **minor** repairs upon, post notices and otherwise have access to the leased acreage and all related properties. This right of access shall include the public use of park trails and park facilities for equestrian activity and hiking as may be agreed by the parties, provided however, that Lessor will make every effort to coordinate such uses so as not to unreasonably interfere with the Lessee’s operations at the agricultural education center.

18. Notices: All notices to be sent regarding operations of the agricultural education center and/or regarding compliance with the terms of this Lease Agreement shall be sent in writing to:

A. For the County of Ottawa:

John Scholtz, Parks & Recreation Director
Ottawa County Parks & Recreation Department
12220 Fillmore St.
West Olive, MI 49460

B. For the Lessee:

Chairperson
West Michigan Agricultural Education Center
7851 Leonard
Coopersville, MI 49404

The Ottawa County Parks & Recreation Department shall be the County Oversight Agency for the Administration of this Lease Agreement.

19. Termination of Lease Agreement: This Lease Agreement may be terminated by Lessor on ninety (90) days prior written notice for failure of the Lessee to abide by the terms and conditions of the Lease Agreement, including all Exhibits. This Lease Agreement may be terminated without cause by either party on one (1) year's prior written notice. Upon termination of the Lease Agreement, or, if upon the close of the term of the Lease Agreement, the parties are not able to agree on the terms of a written renewal or extension of the Lease Agreement, all structural improvements, physical improvements, and fencing placed by Lessee on the leased acreage shall be and become the property of the Lessor, unless otherwise agreed to by the parties, in writing. Upon termination, Lessee will, to the maximum extent practicable, be allowed to tend and harvest crops through the relevant growing season.

20. Non-Waiver: The failure of Lessor to insist on strict performance of any of the covenants or conditions of this Lease Agreement in any one or more instances will not be construed as a waiver or relinquishment of any such covenants or conditions but the same will be and remain in full force and effect. No covenant, term or conditions of this Lease Agreement will be deemed to have been waived by Lessor, unless such a waiver is in writing signed by the authorized representatives of Lessor.

21. Laws of the State of Michigan: This Lease Agreement is made in and shall be interpreted according to the laws of the State of Michigan. Jurisdiction and venue of any action brought by either party to interpret or enforce the terms of this Lease Agreement shall be in the 20th Circuit Court, in Ottawa County, Michigan.

22. Entire Agreement: The parties understand and acknowledge that this Lease Agreement including all Exhibits, constitutes the entire agreement of the parties, and that all prior agreements and understandings are fully merged [this Lease Agreement](#) herein. This Lease Agreement may not be changed or modified by the parties except by mutual agreement, set forth in writing and executed by the parties hereto.

In witness whereof, the parties have executed this Lease Agreement.

WITNESSETH

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Board of Commissioners

Daniel C. Krueger, Ottawa County Clerk

LESSEE

By: _____

Its: _____

By: _____

Its: _____

We have read the attached Lease Agreement and agree to its terms:

WITNESSETH

OTTAWA COUNTY PARKS &
RECREATION DEPARTMENT BOARD
COMMISSION

By: _____

Its: Chairperson

By: _____

Its: Secretary

EXHIBIT “A”

RESOLUTION

OTTAWA COUNTY BOARD OF COMMISSIONERS
DETERMINATION OF BENEFIT

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Complex in the Township of Olive, Michigan on the _____ day of _____, 2011 at ___ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the County of Ottawa owns certain acreage located at 7851 Leonard Road, Coopersville, Michigan 49404, which acreage is currently being used as a portion of a public park known as the "Eastmanville Farm Park" under the direction of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department; and,

WHEREAS, the West Michigan Agricultural Education Center, a Michigan not-for-profit corporation, (WMEAC) has proposed to lease a portion of the Eastmanville Farm Park, on terms set forth in the proposed "Lease Agreement" attached hereto; and,

WHEREAS, pursuant to the Lease Agreement, WMEAC proposes to lease, develop and operate a portion of the acreage as an "agricultural education center" to be known as the "West

Michigan Agricultural Center,” which would be open to the general public and to the residents of Ottawa County for purposes of agricultural education, agricultural training, best-practices demonstrations, and for other, similar purposes; and,

WHEREAS, WMAEC is an entity composed of and associated with individuals and parties experienced in the ownership and operation of agricultural facilities, and is capable of operating an agricultural education center in accordance with the Lease Agreement in such a manner that the West Michigan Agricultural Education Center will continue to benefit and educate the general public and residents of Ottawa County in future years; and,

WHEREAS, pursuant to the terms of the Lease Agreement, WMAEC will work cooperatively with Ottawa County, the Ottawa County Parks & Recreation Commission, and the Ottawa County Parks & Recreation Department to develop and operate the proposed agricultural education center in a manner which will benefit the County of Ottawa, the operations of the Ottawa County parks system, the general public and the residents of Ottawa County; by providing public opportunities for purposes of agricultural education, agricultural training, best-practices demonstrations, and for other, similar beneficial purposes; and,

WHEREAS, the execution of the “Lease Agreement” is beneficial to the County of Ottawa and to its residents, for the purposes set forth herein; and,

WHEREAS, the execution of the Lease Agreement is consistent with Goal #3 of the Ottawa County Board of Commissioners, [“To Contribute to a Healthy Physical Economic and Community Environment”] Objective 2 [“Consider opportunities to improve economic development in the region] and Objective 3 [“Continue initiatives to preserve the physical environment”]; and,

WHEREAS the Ottawa County Parks & Recreation Commission has reviewed and approved the terms of the Lease Agreement with WMAEC; and,

WHEREAS, the Ottawa County Board of Commissioners is empowered and authorized to enter into the Lease Agreement according to statute, MCL 46.11(d) and MCL 45.5.

NOW, THEREFORE BE IT RESOLVED:

(1) That the Ottawa County Board of Commissioners makes its determination and finds that it is beneficial to the County of Ottawa and to the citizens of Ottawa County to enter into the Lease Agreement with the West Michigan Agricultural Education Center, a Michigan not-for-profit corporation.

(2) That the terms of the Lease Agreement, of which this Resolution shall constitute an exhibit, are agreed to by the Ottawa County Board of Commissioners, on behalf of the County of Ottawa.

(3) That the Board Chairperson and County Clerk are authorized and directed to sign the Lease Agreement with WMAEC on behalf of the County of Ottawa, and to take all other necessary actions to implement the terms of the Lease Agreement.

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

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

EXHIBIT “C”

PLAN OF DEVELOPMENT AND OPERATION

The mission of the West Michigan Agricultural Education Center (WMAEC) is to provide year-round activities, seasonal activities, special events and educational programs for visitors of all ages that focus on the diverse agricultural heritage of West Michigan, with an emphasis on current and emerging agricultural practices.

The West Michigan Agricultural Education Center will provide educational opportunities for the **general** public regarding commercial agricultural production practices from planting to harvest, about conservation techniques utilized during agricultural production, and about the commercial livestock industry.

The general public will have access to view the activities at WMAEC by use of the north-south road (by walking, not with the use of vehicle) and by the use of the equestrian trail. As the agricultural education center progresses (hopefully by year 3 or 4) field plots may be created with planned walkways through the plots for pedestrian traffic only.

During the first 3-5 years of operations, the main source of income to cover operational expenses and educational activities will be through the sub-lease of ground, **the** sale of harvested crops, and through donated funds, supplies, and labor.

Year 1

The intent of WMAEC is to sub-lease a portion of the property to a sub-lessee for the removal of hay while placing crops in approximately 10-50 acres. A portion of the acres may be cropped in partnership with the Coopersville FFA chapter. Other partnerships are currently being developed with the hopes of additional ground being utilized during the first or second cropping season.

Signage will be developed and placed in appropriate areas for the purpose of static educational display. The displays will provide information to the public on agricultural activities and the techniques used.

It is the intent of WMAEC to establish a collaborative effort with the Ottawa County Parks & Recreation Department and other partners regarding land improvement and conservation projects.

Year 2-5

Through additional partnerships, WMAEC anticipates that the amount of ground being planted in crops will continue to grow (dependent on funding). Portions of the property may continue to be sub-let to harvest the grass/hay. By year 3 or 4, WMAEC hopes to

have fencing up with a small herd of cattle which will showcase rotational grazing and the proper care of livestock pastures.

Educational activities will continue to grow with each year. By year 3, WMAEC intends to offer at least 3-5 educational field days based around farming & conservation activities such as planting, harvesting, pasture walks, and the like.

Years 5 – 10

Dependent on funding, WMAEC will continue to expand educational opportunities through static displays, interactive websites, focused education programs to elementary and high school classes as well as the general public and agricultural community. WMAEC will begin a more intense fund development program towards the long-term goal of an agricultural education with full-time employees to manage the farm and provide educational programming.

Some Possible Future Educational Opportunities and Partnerships

- Community Gardens
- Webcam(s) viewing activities at the farm
- Renewable Energy (i.e. Wind, Digestion, and Biofuels)
- Meteorological Activities/Anemometers
- Youth Livestock Projects & Programs
- Growth of livestock exhibits
- Apiculture
- Specialized Conservation Practices Education
 - Buffer Strips, grass waterways, erosion control structures, tiling & waterway management, pollinator plantings, plantings to promote wildlife habitat
- Fencing exhibit
- Pasture Management
- Growth of Fruit Exhibit
- Viticulture
- Bioenergy Crop Production Test Plot (Corn, Sorghum, Ornamental Grasses, Switch grass, Oriental Mustard, Canola, and similar crops).
- Composting
- FireWise Garden

STANDARDS AND PROCEDURES

Signing – Parks Department and WMAEC shall agree in writing upon standards for signing to ensure both quality and consistency.

Shared Use Area and Lease Access Zones – The north-south road to the back of the property and any other Shared Use Area and Lease Access Zones shall be kept in good repair, with each party responsible for repairing damage to the road based on the impact of their use.

Aesthetics – Both parties agree to maintain all areas in a clean, neat and inviting appearance.

Safety – All publicly accessible areas are to be kept in a safe condition suitable for safe use by the general public. Equipment operation in publicly accessed areas shall be done in a safe manner by all parties with equipment yielding to trail users and public. Any uses which would require temporarily closing a publicly accessible portion of the park shall be agreed to by the Ottawa County Parks Department.

Special Events – Both the Ottawa County Parks Department and WMAEC shall give the other entity advance notice of planned special events and coordinate details in a manner to maximize public benefit and to minimize impact on the other party's use of the leased premises and any shared facilities.

Approval - Prior verbal or written approval must be obtained from an Ottawa County Parks Department representative for activities at the leased premises that may affect the use, enjoyment, safety and well-being of park visitors, neighbors and / or the general public. Examples may include site construction and other physical changes, erection of signs, development of access points, hours of operation, storage of equipment, special events, access of vehicles and equipment. The parties will work cooperatively to achieve these objectives.

REPRESENTATIVES AND RESPONSIBILITIES

OTTAWA COUNTY PARKS DEPARTMENT

- Director of Parks and Recreation: Responsible for discharge of lease agreement and provides Parks Department representation on WMEAC Board.
-
- Coordinator of Maintenance and Operations: Responsible for field coordination of lease agreement.
-
- North Area Parks Supervisor: Responsible for field oversight and field liaison with WMEAC, and others.

WMEAC BOARD MEMBERS

The board shares responsibilities for the plan and development of the ground being leased, the educational activities that will occur, and working with volunteers and day-to-day operations. The main contact person is the chair of the board.

Matt Hehl, Chair of the Board

John Willcome, Vice Chairman of the Board

Adam J. Kantrovich, Treasurer

Dave Kulicamp, Secretary

Roger Umlor

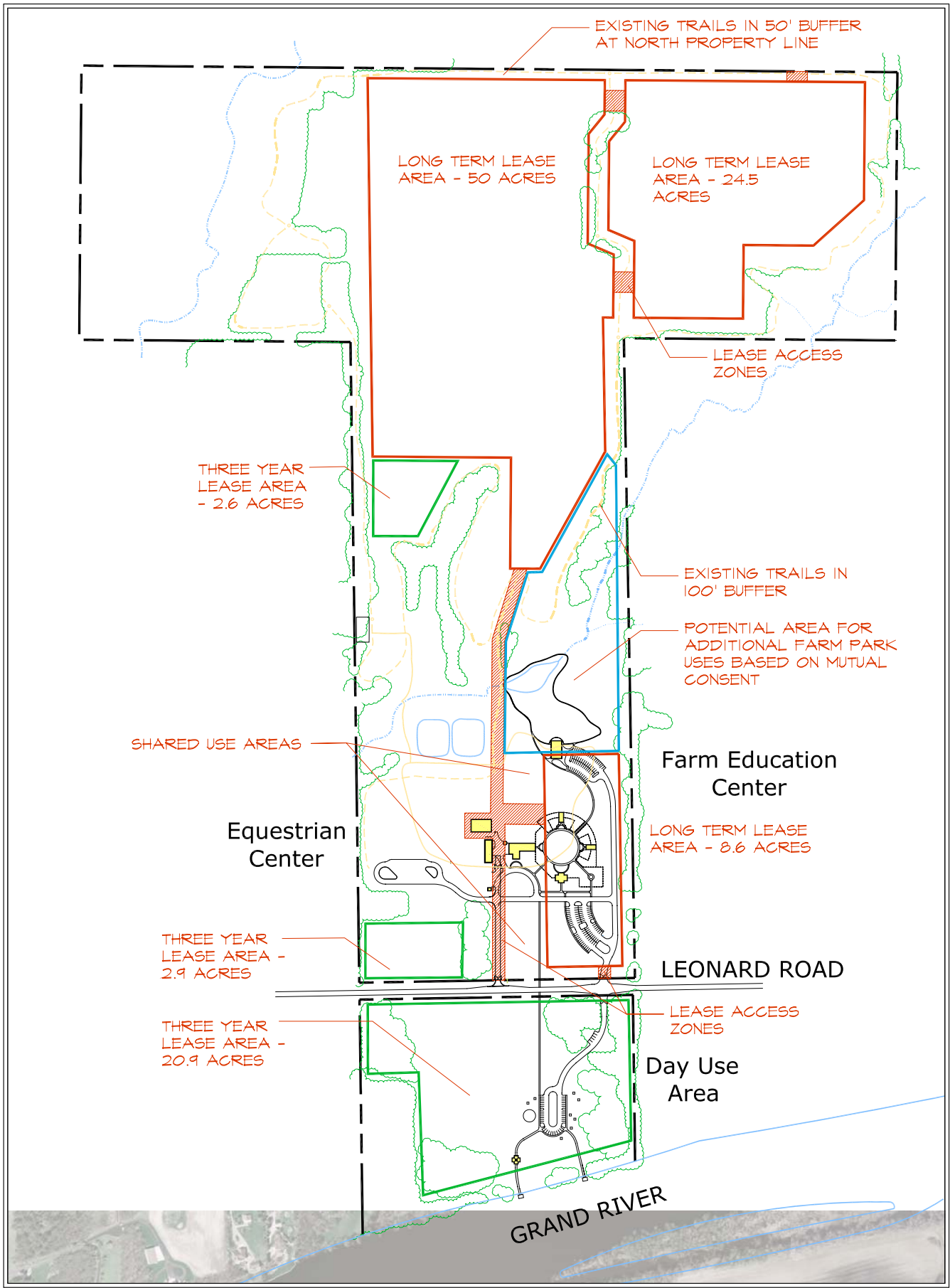
Roger Victory

A representative designated by the Ottawa County Parks & Recreation Commission.

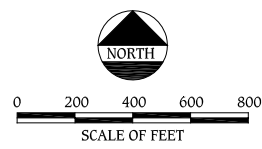
NOTE: Membership of the Board of Directors of the WMAEC may change from time-to-time, as members retire and/or new members join the Board.

EXHIBIT "B"

GENERAL DESCRIPTIVE MAP



Lease Area Plan
Eastmanville Farm
 Polkton Township, Michigan
 JUNE 1, 2011



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

E X H I B I T “D”

SPECIAL LEASE AGREEMENT FOR
“~~YEAR-TO-YEAR~~” “~~THREE-YEAR~~” LEASE AREAS

This Special Lease Agreement is made this ____ day of _____, _____ by and between the County of Ottawa, for an on behalf of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department, 12220 Fillmore Street, West Olive, Michigan 49460 (“Lessor”) and the West Michigan Agricultural Education Center, 7851 Leonard Road, Coopersville, Michigan 49404 a Michigan not-for-profit corporation (“Lessee”), with reference to the following facts and circumstances:

A. The parties are Lessor and Lessee, respectively, of certain leased acreage leased to the West Michigan Agricultural Education Center, pursuant to a ten-year Lease Agreement dated June _____, 2011 (“the Lease Agreement”).

B. In Exhibit “B,” the Lease Agreement identifies three (3) potential “~~Year-to-Year~~” “~~Three-Year~~ Lease Areas” (Area #1, Area #2, and Area #3) which may be leased from Lessor by Lessee for uses and activities which are consistent with the Plan of Development and Operation (Exhibit “C”) under the Lease Agreement.

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. General Agreement of Lease: For the sum of \$1 paid by Lessee on the effective date of this Special Lease Agreement, and for the promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ottawa County agrees to lease that portion of the Eastmanville Farm Park acreage identified as “~~Year-to-Year~~” “~~Three-Year~~ Lease Area _____,” for the purposes of _____

which purposes are identified and acknowledged by both parties as being consistent with the “Plan of Operation and Development” for the West Michigan Agricultural and Education Center, being Exhibit “C” of the Lease Agreement.

2. Term of Lease Agreement: The effective date of this **Three Year** Lease Agreement shall be _____, _____, _____. Lessee shall have complete access to ~~“Year-to-Year”~~ **Three-Year** Lease Area _____ as of the effective date of this Special Lease Agreement. This Special Lease Agreement shall be in effect for ~~one (1)~~ **three (3)** year from its effective date and may (i) be renewed by the parties thereafter on conditions to be negotiated by the parties, or (ii) be terminated by either party as provided for in the Lease Agreement. Except as inconsistent with the express terms set forth herein, the terms of the Lease Agreement shall govern and control the activities of the Lessee under this Special Lease Agreement, and are expressly incorporated herein.

3. Specific Terms and Conditions (if any):

In witness whereof, the parties have executed this Special Lease Agreement.

WITNESSETH

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Board of Commissioners

Daniel C. Krueger, Ottawa County Clerk

By: _____

Its: _____

By: _____

Its: _____

We have read the attached Special Lease Agreement and agree to its terms:

WITNESSETH

OTTAWA COUNTY PARKS &
RECREATION ~~DEPARTMENT BOARD~~
COMMISSION

By: _____

Its: Chairperson

By: _____

Its: Secretary

Action Request



Committee: Planning and Policy Committee

Meeting Date: 6/9/2011

Requesting Department: Corporate Counsel

Submitted By: Greg Rappleye

Agenda Item: Lease of Farmland and Lease Assignment – Meerman Acreage at Eastmanville Farm

SUGGESTED MOTION:

To approve/ratify the Lease of Farmland of certain acreage at the Eastmanville Farm to Luke Meerman, and to approve/ratify the Lease Assignment of the County's interest in that Lease of Farmland to the Ottawa County Agricultural Education Center.

SUMMARY OF REQUEST:

For a number of years Ottawa County has leased a portion of the Eastmanville Farm Park to Luke Meerman for the planting and harvest of hay and other crops. This motion will approve/ratify that agreement for 2011, and assign the lease to the West Michigan Agricultural Education Center as Lessor.

FINANCIAL INFORMATION:

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

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

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

Objective: 2: Consider opportunities to improve economic development in the region.

3: Continue initiatives to preserve the physical environment.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2011.06.02 10:32:41 -0400

Committee/Governing/Advisory Board Approval Date:

LEASE OF FARMLAND AND LEASE ASSIGNMENT

This Agreement is made this ____ day of _____ 2011, by and between the County of Ottawa, a Michigan municipal corporation, (“the County”) and Luke Meerman, 14238 - 60th Avenue, Coopersville, Michigan, 49404, (“Meerman”) with reference to the following facts and circumstances:

- A. The County owns property known as “Eastmanville Farm” located at 7851 Leonard Road, Coopersville, Michigan 49404.
- B. The County has farmland at Eastmanville Farm, as more particularly described in Exhibit A attached hereto, and is interested in leasing this land out for land management purposes.

Now therefore, for the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. General Agreement: Meerman shall lease farmland at Eastmanville Farm, as more particularly described in Exhibit “A” attached hereto. The amount of property available to Meerman under this Lease is estimated, but not warranted to be 109.5 acres, more or less. Meerman represents that he has seen the subject property and fully understands and accepts the quantity, location, and “as is” condition of the farmland subject to this Lease.

2. Amount and Timing of Payments: The lease shall be in an amount of \$6570, for 2011. This includes approximately 109.5 acres at \$60 per acre for producing hay. This Lease shall be for the entire amount of farmland as shown in Exhibit “A,” and

lease payments shall not be varied based upon the amount of land actually utilized by Meerman, its profitability, or upon the specific uses made thereby. Meerman shall pay 50% of the annual amount due to Ottawa County on July 1 and 50% on December 31, 2011. Payment will be made to:

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

A portion of the lease payment may be paid in the form of services rendered, including disking, re-seeding, moving gravel and topsoil, or mowing. The value and type of work to be performed shall be agreed to in advance with written authorization required from the Director of the Parks & Recreation Department.

3. Term of Lease: Meerman shall have access to the subject property as of the date of this Agreement. This lease shall be in effect through December 31, 2011, and may be renewed by the parties thereafter on a year-to-year basis.

4. Additional Agreements of Meerman: Meerman understands and acknowledges that Eastmanville Farm operates as a publicly owned park serving residents and visitors of Ottawa County. Meerman agrees to conduct all farming operations on the Eastmanville Farm property in a neat, clean, and business-like manner, according to accepted standards and practices for well-run farming operations within Ottawa County. All farm equipment, supplies and harvested crops will be maintained and stored in mutually agreed upon locations by Meerman in a neat and clean manner. All equipment and supplies will be removed by Meerman, at his sole expense and risk, at the close of this Lease, unless otherwise agreed to by the parties in writing.

5. Use of Pesticides, Fertilizers, and Similar Chemical Sprays and Applications: Meerman shall not use pesticides, fertilizers, and other chemical sprays and applications of a type, or in a manner, which may cause harm or physical distress to park users. During the term of this Lease, Meerman shall advise the Park Operations Superintendent of the proposed dates of any spraying or applications, and of the brand and types of all pesticides, fertilizers, chemical sprays or applications to be made to the farmland, and shall provide a written explanation of any and all known risks posed thereby. Providing, on a timely basis, a copy of any written information supplied, in the normal course of business, by a commercial source for such chemicals, sprays, or applications, shall be sufficient notification.

6. Prohibition Upon Sub-Lease by Meerman: The farmland subject to this Lease shall not be sub-leased by Meerman to any person or entity without the express, written consent of the authorized representatives of the County.

7. Right to Enter Premises: During the term of this Lease, the County reserves the right to enter, inspect, make repairs upon, develop mineral resources, post notices and otherwise have access to the farmland leased hereunder, including public use of park trails for equestrian activity and hiking, provided however, that the County will make every effort to coordinate public use so as not to unreasonably interfere with farming operations or destroy the crops of Meerman.

8. Insurance: At all times under this Lease, Meerman shall maintain comprehensive general liability insurance covering all risks and having limits of not less than \$1,000,000 dollars. The County of Ottawa shall be named as an additional insured on the policy. Proof of the existence of the Policy, shall be provided by Meerman at the

commencement of this Lease, and shall be furnished at any time during the term of this Lease, upon written request of an authorized representative of Ottawa County.

9. Indemnification and Hold Harmless: Meerman shall indemnify and hold harmless the County of Ottawa, the Ottawa County Board of Commissioners, and the officers, directors, employees, and agents thereof, from any and all risks, claims, causes of action, lawsuits or expenses, including costs, interest, or attorney fees, arising or alleged to have arisen on the subject premises, or as a result of, or in association with, the operations of Meerman on the property which is the subject matter of this Lease Agreement. The obligation to indemnify and hold harmless hereunder extends to all claims for loss, whether for personal injury, property damage, or otherwise, to any person or entity.

10. Entire Agreement: The parties understand and acknowledge that this Lease constitutes the entire agreement of the parties, and that all prior agreements and understandings are fully merged herein. This Lease may not be changed or modified by the parties except by mutual agreement, set forth in writing and executed by the parties hereto.

In witness whereof, the parties have executed this Lease Agreement.

COUNTY OF OTTAWA

Philip Kuyers, Chairperson
Ottawa County Board of Commissioners

Daniel C. Krueger, Ottawa County Clerk

Luke Meerman

EXHIBIT "A"

ASSIGNMENT OF LEASE OF FARMLAND

Upon the effective date of the Lease Agreement between the County of Ottawa and the West Michigan Agricultural Education Center (“the Lease Agreement”), this Lease shall be automatically assigned from Lessor to the West Michigan Agricultural Education Center, which shall thereafter be the Lessor under this Lease of Farmland, with all profits, rights, duties and obligations assigned to it thereunder. The County of Ottawa, Luke Meerman, and the West Michigan Agricultural Education Center, by the signatures of their authorized representatives, acknowledge and agree to the assignment of the Lease of Farmland upon the effective date of the Lease Agreement.

WITNESSETH

COUNTY OF OTTAWA

By: _____
Philip Kuyers, Chairperson
Board of Commissioners

By: _____
Daniel C. Krueger, County Clerk

By: _____
Luke Meerman

WEST MICHIGAN AGRICULTURAL
EDUCATION CENTER

By: _____

Its: Chairperson

By: _____

Its: Secretary

Action Request



Committee: Planning and Policy Committee
Meeting Date: 6/9/2011
Requesting Department: Parks and Recreation
Submitted By: Keith Van Beek
Agenda Item: Olive Shores Grant Agreement

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Olive Shores Park Improvement Project.

SUMMARY OF REQUEST:

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with improvements to the Olive Shores property in Port Sheldon Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Olive Shores Park Improvement Project will construct essentially all items called for in the park master plan for this new 20.5 acre park with 738 feet on Lake Michigan. Development items include entry drive and parking, modern restrooms, stairs and boardwalks to provide beach access, scenic overlooks, trails, interpretive displays, picnic areas and other park improvements.

The grant will pay 50% or up to \$365,000 of the estimated \$730,000 project. Ottawa County Parks will match the grant with \$365,000 from the county parks millage.

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

FINANCIAL INFORMATION:

Total Cost: \$730,000.00 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source: 50% from Grant 50% from Parks Millage

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

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

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

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: Alan G. Vanderberg

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@ottawacounty.org
Reason: I am approving this document
Date: 2011.06.02 10:38:56 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: May 31, 2011
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Olive Shores Grant Agreement

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with improvements to the Olive Shores property in Port Sheldon Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Olive Shores Park Improvement Project will construct essentially all items called for in the park master plan for this new 20.5 acre park with 738 feet on Lake Michigan. Development items include entry drive and parking, modern restrooms, stairs and boardwalks to provide beach access, scenic overlooks, trails, interpretive displays, picnic areas and other park improvements.

The grant will pay 50% or up to \$365,000 of the estimated \$730,000 project. Ottawa County Parks will match the grant with \$365,000 from the county parks millage.

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

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Olive Shores Park Improvement Project.

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

The Ottawa County Board of Commissioners
of the County of Ottawa

RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN
DEPARTMENT OF NATURAL RESOURCES FOR THE OLIVE SHORES PARK
IMPROVEMENT PROJECT.

At a regular meeting of the Board of Commissioners of the County of Ottawa held in the Ottawa County Fillmore Street Complex, West Olive, Michigan in said County on June 14, 2011.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____
and supported by _____

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

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

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

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

1. To appropriate all funds necessary to complete the project during the project period and to provide Three Hundred Sixty-Five Thousand (\$365,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

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

The following aye votes were recorded:

The following nay votes were recorded:

STATE OF MICHIGAN)
) ss
 COUNTY OF OTTAWA)

I, Daniel C. Krueger, Clerk of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the County of Ottawa at a meeting held June 14, 2011.

 Signature

Ottawa County Clerk
 Title

June 14, 2011
 Date

RESOLUTION DECLARED ADOPTED.

 Chairman, Philip D. Kuyers

 County Clerk, Daniel Krueger



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

Project Number: TF10-101

Project Title: Olive Shores Park Improvement

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **COUNTY OF OTTAWA** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 16 of 2011, 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, 2011**.

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 **TF10-101** (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, 2013**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

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

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

Name: John Scholtz Title: Director

Mailing Address: 12220 Fillmore St, West Olive, MI 49460

Phone Number: 616-738-4808 FAX: 616-738-4812

E-mail Address: jscholtz@miottawa.org

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Site Preparation and Grading	Signage
Parking and Vehicle Control	Landscaping
Trail and Beach Access Stairs	Permit Fees
Restrooms and Utilities	MNRTF Sign
Site Amenities and Furniture	

6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) percent of Seven Hundred Thirty Thousand (\$730,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Sixty-Five Thousand (\$365,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- 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.
 - Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the

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

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

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred Sixty-Five Thousand (\$365,000.00) dollars** in local match. This sum represents **Fifty (50%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000

and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

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

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

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2011** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **August 1, 2013**. If the GRANTEE fails to submit a complete final request for reimbursement by **August 1, 2013**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.

It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general

- rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of

race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date
_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Steven J. DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

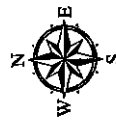
Olive Shores Park Improvement

TF 10-101

Ten (10) acres of land, more or less, along Lake Michigan, in the South one-half (S 1/2) of the Northwest fractional one-quarter (NW frl. 1/4) of Section 9, Town 6 North, Range 16 West, described as commencing 1820.65 feet South from the North one-quarter (N 1/4) corner, thence South 265.69 feet, thence South 83 degrees 16 minutes 33 seconds West 1259.72 feet more or less to the water's edge of Lake Michigan, thence Northerly along the water's edge 438.13 feet more or less to a point North 88 degrees 45 minutes 56 seconds West of beginning, thence South 88 degrees 45 minutes 56 seconds East 1289.50 feet more or less to the North and South one-quarter (N & S 1/4) line and the point of beginning, including all riparian rights to the waters of Lake Michigan, and together with and subject to easements of record. (Tax Parcel No. 70-11-09-100-033).

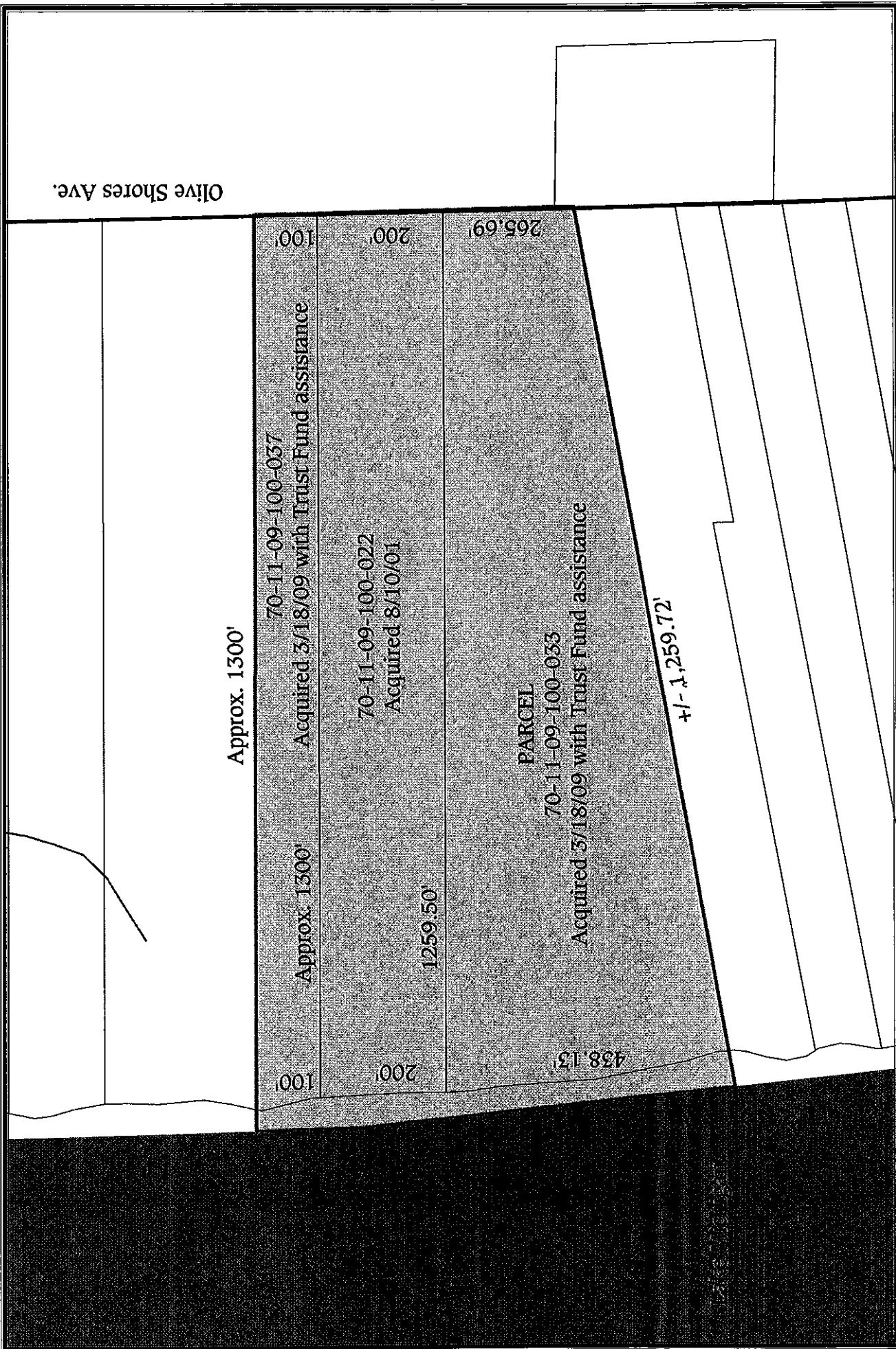
The South 100.00 feet of the North 300.00 feet of the South one-half (S 1/2) of the Northwest fractional one-quarter (NW frl. 1/4) of Section 9, Town 6 North, Range 16 West, being part of parcel described in a deed to Seller recorded on September 29, 2006, in Liber 5274 of Ottawa County records on Page 728. (Part of Tax Parcel No. 70-11-09-100-028).

The South 200.00 feet of the North 500.00 feet of the South one-half (S 1/2) of the Southwest fractional one-quarter (SW frl. 1/4) of Section 9, Town 6 North, Range 16 West, subject to easements of record. (Tax Parcel No. 70-11-09-100-022).



BOUNDARY MAP - TF 10-101

Olive Shores Park Improvement Project May 17, 2011



APPENDIX C

RECREATION GRANT APPLICATION TF10-101

(incorporated herein by reference)

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ 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 _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date