

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Conference Room F**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Tuesday, June 18, 2019**  
**8:30 AM**

**Public Comment:**

**Consent Items:**

1. Approval of the Agenda
2. Approval of the minutes from the [May 21, 2019](#) Planning and Policy Committee meeting.

**Action Items:**

1. [Ottawa Sands Phase 2 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 for the Ottawa Sands Phase 2 Acquisition Project.
2. [County Parking Lot Ordinance](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the County Parking Lot Ordinance.

**Discussion Items:**

1. Legislative Issues
  - a. Current Legislative Priorities

**Adjournment**

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

**PLANNING AND POLICY COMMITTEE**

**Proposed Minutes**

DATE: May 21, 2019

TIME: 8:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Roger Bergman, Matthew Fenske, Frank Garcia, Allen Dannenberg, Philip Kuyers

STAFF & GUESTS: Alan Vandenberg, Administrator; John Shay, Deputy County Administrator; Karen Karasinski, Fiscal Services Director; Paul Sachs, Planning and Performance Improvement Director; Becky Huttenga, Economic Development Coordinator; Sherri Sayles, Chief Deputy Clerk

SUBJECT: CONSENT ITEMS

PP 19-034 Motion: To approve the agenda of today as presented and to approve the minutes from the April 16, 2019 meeting as presented.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: COUNTYWIDE BROWNFIELD REDEVELOPMENT PLAN ADOPTION

PP 19-035 Motion: To approve and forward to the Board of Commissioners the Resolution establishing a Countywide Brownfield Redevelopment Plan which ratifies and adopts all previous Brownfield sites and plans.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Legislative Issues

- a. Current Legislative Priorities – Much discussion on the Community Mental Health Funding issues. Nine out of ten PIHPs are out of money.

John Shay presented a brief update on the Ottawa County Current Legislative Priorities. It's quiet on the current issues as the Governor and Legislature is focusing on insurance reform and road issues

SUBJECT: ADJOURNMENT

PP 19-036 Motion: To adjourn at 9:23 a.m.

Moved by: Matthew Fenske

UNANIMOUS

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 06/18/2019

**Requesting Department:** Parks and Recreation

**Submitted By:** Misty Cunningham

**Agenda Item:** Ottawa Sands Phase 2 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 for the Ottawa Sands Phase 2 Acquisition Project.

## Summary of Request:

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with the purchase of the second phase of the Ottawa Sands acquisition. Approval of a grant agreement with the State of Michigan is required to proceed with the land acquisition project as proposed.

See included memo for more information.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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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:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

**Objective:** Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:



## MEMORANDUM

Date: June 7, 2019

To: Ottawa County Board of Commissioners

From: Curt TerHaar, Coordinator of Park Planning and Development

RE: Ottawa Sand Phase 2 Acquisition Grant Agreement

Ottawa County Parks has been awarded a grant from the Michigan Natural Resources Trust Fund to assist with the purchase of the second phase of the Ottawa Sand acquisition. Approval of a grant agreement with the State of Michigan is required to proceed with the land acquisition project as proposed.

Ottawa County Parks responded to an unexpected opportunity in 2018 to establish a new coastal park with outstanding outdoor recreation potential. The park property, located in both the cities of Grand Haven and Ferrysburg, comprises 345 acres and includes an 80 acre inland lake and extensive Grand River frontage. The site is suitable for a wide range outdoor recreation activities including swimming, hiking, fishing, camping, etc.

Ottawa County acquired a total of 188 acres of the 345 acre site in 2018 with assistance from an initial Trust Fund grant. This second grant was also requested at that time to help acquire the remaining 157 acres from the Land Conservancy of West Michigan which stepped in and purchased the other half of the property in 2018 concurrent with the County's initial purchase. The Land Conservancy purchased the land using funds borrowed from The Conservation Fund to allow time for Ottawa County secure additional grant funding since the original owner was not willing to sell only half of the property.

The Phase 2 acquisition including closing costs is estimated to total \$5,408,400. The source of funds for the acquisition include a Trust Fund grant of \$3,817,200, donated land value by the Land Conservancy of \$1,336,100, donated funds from the Land Conservancy of \$200,000 and closing costs of up to \$64,000 paid by Ottawa County.

Proposed motion:

*To approve and authorize the Board Chairperson and Clerk to sign the resolution accepting the terms of the grant agreement with the Michigan Department of Natural Resources for the Ottawa Sand Phase 2 Acquisition Project.*

This request relates to a non-mandated activity and supports Goal #3 "To contribute to a healthy physical, economic and community environment," and Goal #4 "To continually improve the County's organization and services."



I, JUSTIN F. ROEBUCK, Clerk/Register, 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 25, 2019.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ottawa County Clerk/Register  
Title

\_\_\_\_\_  
June 25, 2019  
Date

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Gregory J. DeJong  
Chairman, Ottawa County  
Board of Commissioners

\_\_\_\_\_  
JUSTIN F. ROEBUCK  
Ottawa County Clerk/Register



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

Project Number: TF18-0161

Project Title: Ottawa Sand - Phase 2

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Ottawa County IN THE COUNTY OF Ottawa County ("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. In PA 12 of 2019, 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 this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **07/14/2019**.

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 **TF18-0161** (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 05/15/2019 through **05/31/2021**, 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. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The grant herein provided is for the acquisition by the GRANTEE of <sup>157</sup>~~176.5~~ acres of land in Fee Simple title free of all liens and encumbrances, situated and being in the city/village/township of City of Ferrysburg, in the 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 water access and public outdoor recreation, 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

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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 **Seventy-One (71%) percent** as reimbursement or as payment into an escrow account for escrow closing, 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 **Three Million Eight Hundred and Seventeen Thousand Two Hundred (\$3,817,200.00) dollars**.
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) 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. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
  - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
  - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-One (71%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
  - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing 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 or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit 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 proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. **FOR REIMBURSEMENT PROJECTS:**

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:



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- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
  - ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
  - iii. Submission of 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 land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
  - iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
  - v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **One Million Five Hundred and Ninety-One Thousand Two Hundred (\$1,591,200.00) dollars** as local match to this project. This sum represents **Twenty-Nine (29%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to

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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 subject 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 \$750,000 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.
- 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 **08/31/2021**. Failure to acquire the project area by **08/31/2021** 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 the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.  
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted

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to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a 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 in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such 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 audit 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 conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide 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 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.
- t. 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.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of

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project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- v. 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.
  - w. 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.
  - x. 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.
  - y. 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 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 reasonably 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.

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- 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 Environmental Quality-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

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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 the Recreation Passport Grant Program and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Seek specific performance of the Agreement terms. 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

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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 audit 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 audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. 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 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.

**Required - Please choose one**

Acquisition Closing Option Desired:

- This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- This project will be completed utilizing an escrow closing process.

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:

By \_\_\_\_\_

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

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

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

Grantee's Federal ID#

38-6004883 \_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED:

By \_\_\_\_\_  
Dan Lord

Title: Manager, Grants Management

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



# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 06/18/2019

**Requesting Department:** Corporation Counsel

**Submitted By:** Doug Van Essen

**Agenda Item:** County Parking Lot Ordinance

## Suggested Motion:

To approve and forward to the Board of Commissioners the County Parking Lot Ordinance.

## Summary of Request:

Periodically, especially in Grand Haven, RV owners or others decide to use the County's parking lots for overnight camping. Additionally, in some facilities, parking areas reserved for the public are used by employees, meaning the public has to park further away. This Ordinance will enable the County to protect the use of its parking lot for county purposes and to designate and then protect areas within parking lots for public use as differentiated from employee use now, and in the future. It also provides enforcement remedies to address particular problem uses.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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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:** Goal 4: To Continually Improve the County's Organization and Services.

**Objective:** Goal 4, Objective 2: Continue to perform program evaluations and implement outcome-based performance measurement systems.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

**Article 4 - County Operation Ordinances**  
**400.1.2 - County Parking Lot Ordinance**

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**County Parking Lot Ordinance**

An ordinance to establish rules and regulations designed to promote the proper and effective use of parking lots owned by the County of Ottawa.

**1. Authority and Purpose:** MCL §46.11(j) empowers the Board of Commissioners of the County of Ottawa ("Board) to promulgate ordinances affecting county operations, and the Board has determined that it is in the best interests of the citizens of Ottawa County to adopt an ordinance governing the proper use of County-owned parking lots.

**2. Title:** This Ordinance may be known and cited as the "County Parking Lot Ordinance of Ottawa County, Michigan."

**3. Definitions:** Words used in the present tense shall include the future; the singular number shall include the plural; the word "shall" is mandatory; the word "may" is permissive. For purposes of this Ordinance, certain terms and words are hereby defined:

- a) "County Parking Area" means a gravel or paved parking lot at any Ottawa County park, natural area, courthouse, or county owned or leased building, which is physically marked by at least one sign indicating that it is subject to this County Parking Lot Ordinance of Ottawa County, Michigan.
- b) "Employee permit" means an identifying instrument or permit that is issued by the County, which allows a vehicle to park in the employee parking area(s).
- c) "Motor Vehicle" means any vehicle, which is self-propelled.
- d) "Overnight parking" means parking after 11 p.m. and before 6 a.m.
- e) "Owner" means a person who holds the legal title of a vehicle.
- f) "Park or Parking" means the stopping or standing of an attended or unattended motor vehicle.

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- g) “Person” means every natural person, firm, co-partnership, association, or corporation.
- h) “Person involved with court activities” means any witness, observer or party who physically appears or is scheduled to appear in court. “Court activity” is defined as an activity, which requires an appearance before a judge, magistrate or court-appointed neutral party.
- i) “Person involved with county activities” means any person who is attending a county park, to conduct business with a county office during normal business hours or a county-sponsored event or meeting.
- j) “Special permit” means an identifying instrument, placard, etc. authorized and issued by the Facilities Director to allow vehicles to park for specified durations in a county parking area.

**4. Parking Restrictions:**

- a) Ottawa County employees and employees of the 20<sup>th</sup> Circuit Court, 58<sup>th</sup> District Court and Ottawa County Probate Court and/or any other funding unit of the County shall display employee parking permits in their motor vehicles if and when such employee permits are issued by the Ottawa County Facilities Director. In any event, such employees are prohibited from parking in County parking areas reserved for persons involved with court or county activities.
- b) Unless a special permit has been issued and is displayed in the vehicle or an employee is directly working on county or court business during the night, no overnight parking is permitted in any County parking area.

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- c) No person shall park a motor vehicle in a designated handicapped parking space unless the motor vehicle displays a current state issued handicapped permit.
- d) No person shall park a motor vehicle in a County park that is closed.
- e) No person shall park a motor vehicle in space(s) designated as a loading zone except for the purpose of delivery or pick-up of quantities of materials. Any person who parks a motor vehicle in the designated loading zone space(s) shall be limited to thirty (30) minutes.
- f) No person shall park a motor vehicle in space(s) designated as limited time parking space for a period that exceeds the posted time.
- g) No person shall sell any food item or merchandise from any County Parking Area unless pursuant to a special permit.
- h) No person shall park in a County Parking Area unless that person is a county or court employee or is a person involved with court or county activities.

**5. Towing and Impoundment** may occur in any of the following circumstances:

- a) The owner of a motor vehicle does not park within a clearly marked parking space.
- b) The owner of a motor vehicle has blocked access to another parking space.
- c) The motor vehicle is unmoved and/or unattended for over three (3) days.
- d) The motor vehicle is blocking the entrance to a County Parking Area or is otherwise impairing the use of the County Parking Area, park, courthouse or county building.

**6. Enforcement and Remedies.**

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- a) *Administration.* The Ottawa County Facilities Director under the direction of the Ottawa County Administrator shall administer this Ordinance, and may request assistance from the Sheriff's Office and Prosecutor.
- b) *Appearance Ticket.* If the Ottawa County Sheriff or deputy determines that there is probable cause that this Ordinance has been violated, they are authorized to issue and serve an Appearance Ticket upon a person or entity violating this Ordinance. The Appearance Ticket shall direct the recipient to appear in the appropriate District Court within Ottawa County on a specified date to respond to the alleged violation.
- c) *Civil and Criminal Penalties.* Enforcement of this Ordinance may be accomplished by civil action and/or criminal prosecution, along with any other remedies provided by law. Any responsible party shall be guilty of a misdemeanor if proven to have violated the provisions of this Ordinance and may, upon conviction, be punished by imprisonment in the County jail for not more than ninety (90) days, or by fine of not more than five hundred dollars (\$500) per occurrence and the cost of prosecution, or by a fine and imprisonment at the discretion of the Court. The imposition of any sentence shall not exempt the Responsible Party from compliance with the requirements of this Ordinance nor from liability for civil penalties or other civil proceedings to enforce this Ordinance or abate the violation. Continued violation of this Ordinance is hereby declared a nuisance *per se*.
- d) *Occurrences.* Each day that a person is responsible for parking in violation of this Ordinance shall be a separate occurrence subject to a \$500 fine.

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e) *Resolution.* The County Administrator shall have the authority to absolve, resolve or settle any alleged infraction of this Ordinance in his or her discretion, which shall not be abused.

**7. Severability and modification:** The Ordinance and the various articles, sections and clauses thereof, are hereby declared to be severable. In any part, sentence, paragraph, section, clause or work is adjudged unconstitutional or invalid for any reason, by any Court of competent jurisdiction, such invalidity shall not affect the remaining portions of applications of this Ordinance, which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the Court to be inoperable.

**History**

Enacted:

Original Ordinance Number: 400.1.2

Codified:

Amended:

Effective:

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

Gregory J. DeJong, Chairperson  
Board of Commissioners

STATE OF MICHIGAN )  
                                  )  
COUNTY OF OTTAWA)

I hereby certify that I am the County Clerk/Register of the County of Ottawa, State of Michigan, and that the foregoing is true and complete copy of an ordinance duly adopted by the Board of Commissioners of said County at a regular meeting held on \_\_\_\_\_, the original of which ordinance is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

\_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register