



Ottawa County Parks &
Recreation Commission

Jason D. Shamblin
Director

Kelly N. Rice
President

March 17, 2023

NOTICE OF MEETING

Dear Commission Member:

The regular meeting of the Ottawa County Parks and Recreation Commission is scheduled for **Wednesday, March 22, 2023**, at **3:00 pm** at the Ottawa County Fillmore Street Complex, 12220 Fillmore St., West Olive, MI in the Board Room.

Additional public access will be offered via Zoom by visiting <https://miottawa.zoom.us/j/81671391172> or by phone at: (312) 626-6799, using Webinar ID 979 3192 5783. Public comment can be received in-person or via Zoom. *We require that those participating in public comment via Zoom register prior to speaking by visiting:* <https://bit.ly/ocpr-public-comment>

The agenda for the meeting is attached for your review.

Please contact the Parks and Recreation Commission Office at (616) 738-4810 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "J-D. Shamblin".

Jason D. Shamblin
Parks and Recreation Director

JDS/jls

Enclosures

*Kelly Rice, President · Jane Longstreet, Vice President · Linda McAffrey, Secretary · Amanda Price, Treasurer
Joe Bush · Kate Harmon · Lukas Hill · Allison Miedema · Jim Miedema · Paul Sachs · Kyle Terpstra*

Nature Education Center 8115 West Olive Rd, West Olive, MI 49460
Administrative Office 12220 Fillmore St, West Olive, MI 49460

616-786-4847 miOttawa.org/parks
616-738-4810 ocprparks@miottawa.org

Ottawa County Parks and Recreation Commission
March 22, 2023 3:00 p.m.
Regular Meeting Agenda
Public Access is provided via Zoom at:
<https://miottawa.zoom.us/j/81671391172>

Mission Statement:

The Ottawa County Parks and Recreation Commission enhances quality of life for residents and visitors, by preserving parks and open spaces and providing natural resource-based recreation and education opportunities.

- 1) Call to Order by President
- 2) Roll Call: Rice
Longstreet
McAffrey
Bush
Harmon
Hill
A. Miedema
J. Miedema
Terpstra
Sachs
- 3) Absences (excused/unexcused): Jim Miedema
- 4) Additions/Deletions to Agenda
- 5) [Approval of Minutes of Previous Meeting](#)
 - a) Approve the minutes of the Commission's February 15, 2023 regular meeting.
- 6) Communications: None
- 7) Public Comment (Public comments limited to 3 minutes)
- 8) [Staff Reports](#)
 - a) Director's Report
 - b) Park Operations Report
 - c) Planning and Development Report
 - 1) Quarterly Grant Report
 - d) Community Engagement Report
- 9) [Committee Reports](#)
 - a) Receive the report of the Planning Committee meeting of March 7, 2023.
 - b) Receive the report of the Executive Committee meeting of March 13, 2023.
 - c) Receive the report of the Finance and Policy Committee meeting of March 6, 2023.
 - d) Receive the report of the Community Engagement Committee meeting of February 14, 2023.
 - e) Friends of Ottawa County Parks Update (*verbal report*)
 - f) Ottawa County Parks Foundation Update (*verbal report by Commissioner Longstreet*)

10) Old Business

a) [Ottawa Sands Treehouse Bid and Contract](#)

Suggested Motion: *To accept the bid from Apex Contractors, Inc. for construction of the Ottawa Sands treehouses at a cost of \$1,667,000 and forward to the Board of Commissioners for final approval.*

b) [Donation of Observatory and Furnishings at Hemlock Crossing](#)

Suggested Motion: *To accept the donation of the Hemlock Crossing Observatory and furnishings at an approximate value of \$95,000.*

c) [2022 Ottawa County Parks and Recreation Commission Annual Report](#)

Suggested Motion: *Information only.*

d) [2023 Step It Up Memorandum of Understanding](#)

Suggested Motion: *To approve and authorize the Director to execute the Ottawa County Department of Public Health MOU or one substantially similar. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.*

e) [Rosy Mound Stairs](#)

Suggested Motion: *To approve and authorize staff to execute an agreement, approved by Corporation Counsel, with the Terry Trails Association to fund the reconstruction of wood stairs at Rosy Mound and contract with the selected contractor. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.*

f) [Bend Area Expansion Phase III Trust Fund Grant Agreement Amendment](#)

Suggested Motion: *To approve and authorize staff to execute the Amendment to Bend Area Expansion Phase III Trust Fund Grant agreement, or one substantially similar, pending review and approval from Corporation Counsel and the Board of Commissioners. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.*

g) [Michigan Department of Natural Resources 2022 Trailer Parking Contract Addendum](#)

Suggested Motion: *To authorize staff to sign and execute the addendum to the 2022 Ottawa Beach trailer parking contract with the Michigan DNR, which will extend the term of the current contract for 5 years expiring 12-31-2028.*

h) [Michigan's Edge Mountain Biking Association Memorandum of Understanding](#)

Suggested Motion: *To approve and authorize the Director to execute Michigan's Edge Mountain Biking Association MOU or one substantially similar, pending approval from Corporation Counsel. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.*

- i) [2022 Financial Report](#)
 - 1) 2022 Budget year-end review
 - i) 2022 Final Budget Memo
 - ii) 2022 Final Budget (unaudited)

- j) [2023 Budget Update and Adjustment](#)
 - 1) 2023 year to date budget update
 - 2) 2023 budget adjustments

Suggested Motion: To approve the 2023 budget adjustments per the attached memo.

- k) [2024 Capital Improvement Project Request](#)

Suggested Motion: *Information only.*

11) New Business: None

12) Agenda Items for Next Meeting

13) Public Comment (Public comments limited to 3 minutes)

14) Commissioners Prerogative

15) Closed Session to discuss property acquisition Pursuant to the OMA Section 8d (not enclosed).

16) Upcoming meeting date(s):

- 1) April 19, 2023
- 2) Time: 3:00 p.m.
- 3) Fillmore Complex, Board Room

17) Adjournment

Regular Meeting of the Parks and Recreation Commission

Proposed Minutes

Date: February 15, 2023

Time: 3:00 p.m.

Place: Board Room, Fillmore Complex

Present: Kelly Rice, Jane Longstreet, Kate Harmon, Lukas Hill, Linda McAffrey, Allison Miedema, Jim Miedema, Paul Sachs

Absent: Joe Bush and Kyle Terpstra

Staff: Jason Shamblin, Director; Jason Boerger, Coordinator of Park Maintenance and Operations; Kyle Roffey, Administrative Assistant; Nealy Molhoek, Stewardship Supervisor; Aaron Bodbyl-Mast, Park Planner.
Ottawa County Parks Foundation: Angela Miller-Niarhos, Foundation Manager

Guests: None

Motions

Approval of Minutes

PR 23-09 Motion: To approve the minutes of the Commission's January 18, 2023, annual meeting.

Moved by: Hill Supported by: A. Miedema Unanimous

Grose Park Master Plan Update

PR 23-10 Motion: To amend the Grose Park Master Plan to remove the "Relocated Ball Field" from the plan drawing and delete references to this as a proposed use from any other related documents.

Moved by: Longstreet Supported by: Hill Passed

Yeas: Rice, Longstreet, McAffrey, Harmon, Hill, J. Miedema

Nays: A. Miedema, Sachs

Parks Foundation's Feasibility Study Update Including Ottawa Sands

PR 23-11 Motion: To authorize the Parks Foundation to move forward with the campaign Feasibility study including the Land Legacy Fund, Parks for All and Ottawa Sands Projects. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.

Moved by: Longstreet Supported by: Harmon Unanimous

Ottawa County Parks Foundation Annual Report

PR 23-12 Motion: To accept the annual report of the Ottawa County Parks Foundation.
Moved by: Longstreet Supported by: Sachs Unanimous

**2023 Michigan Natural Resources Trust Fund Grant Application
for Rosy Mound Expansion Phase 2**

PR 23-13 Motion: To recommend application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for the Rosy Mound Expansion Phase II acquisition project and forward to the County Board of Commissioners for final approval.
Moved by: Hill Supported by: A. Miedema Unanimous

**2023 Michigan Natural Resources Trust Fund Grant Application
for Upper Macatawa Natural Area – Greenway Trailhead**

PR 23-14 Motion: To recommend application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance for the Rosy Mound Expansion Phase II acquisition project and forward to the County Board of Commissioners for final approval.
Moved by: Hill Supported by: Harmon Unanimous

Macatawa River Intercounty Drain Easements

PR 23-15 Motion: To approve Drainage Easements for the Macatawa River Intercounty Drain on Parcel #'s: 70-16-36-200-008; 70-16-36-200-019; 70-16-36-200-027 conditional on review and approval of Corporation Counsel and the Board of Commissioners. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.
Moved by: Hill Supported by: McAffrey Unanimous

To Adjourn

PR 23-16 Motion: To Rise from Closed Session and Adjourn.
Moved by: McAffrey Supported by: Hill Unanimous

Other Items Discussed

4. Additions/Deletions to Agenda:
None

5. Approval of Minutes
The proposed minutes of the Commission's January 18, 2023 annual meeting was approved.

6. Communications:
None.

7. Public Heard:
None

8. Staff Reports

a) Director

The Commission accepted the Director's Report as written.

b) Park Operations

The Commission accepted the Operations Report as written.

c) Planning and Development Report

The Commission accepted the Planning and Development Report as written.

d) Community Engagement Report

The Commission accepted the Community Engagement Report as written.

9. Committee Reports

a) The Commission accepted the Planning Committee meeting report of February 7, 2023 as written.

b) The Commission accepted the Executive Committee meeting of February 6, 2023 as written.

c) McAffrey updated the Commissioners on the Friends of Ottawa County Parks. McAffrey stated Friends are hosting Open Houses at Ravines Lodge and Weaver House as well as several events for Earth Day.

d) Longstreet updated the Commissioners on the Ottawa County Parks Foundation. Longstreet stated the next event is the Puzzle event at the Eagles in Grand Haven on March 25 and the trail race on April 29.

10. Old Business:

a) The Grose Park Master Plan update to remove the ball field from the plan was approved.

b) The Parks Foundation's Feasibility Study update including Ottawa Sands was approved.

11. New Business

a) The Ottawa County Parks Foundation Annual Report was presented.

b) The 2023 Michigan Natural Resources Trust Fund Grant Application for Rosy Mound Expansion Phase 2 was approved. No public comments were received.

c) The 2023 Michigan Natural Resources Trust Fund Grant Application for Upper Macatawa Natural Area – Greenway Trailhead was approved. No public comments were received.

d) The Macatawa River Intercounty Drain Easements motion was approved.

e) Motion was removed for the Ottawa Sands Treehouse bid due to overbudget bids received.

f) In response to the Board of Commissioners Meeting Public Comments concerning Eastmanville Farm, staff outlined a summary on Eastmanville Farm County Park to give commissioners background information for any additional inquiries.

12. Agenda Items for Next Meeting

None

13. Public Heard:

None

14. Commissioners Heard:

None

15. Closed Session

None

16. Upcoming meeting Dates

February 15, 2023

Time: 3:00 p.m.

Location: Fillmore Complex, Board Room

17. Meeting adjourned at 5:16 p.m.



Grand River Greenway

- Harbor Island Community Advisory Group – The City of Grand Haven is working with a consultant, HDR, to assist with the project. The role of the group is to review data received and provide questions and feedback to better address the community concerns and needs. I participated in a recent meeting with the group. The main discussion centered around the activities completed since the last meeting in the fall of 2022. See attached presentation and workflow plan that was discussed during the meeting.
- Eastmanville Farm – Ottawa Agriculture Education Group meeting, February 16, 2023. Community stakeholders representing the Farm Bureau, MSU Extension, Ottawa Area Intermediate School Agriculture and Animal Science Program, Board of Commissioners, and other community leaders met to discuss furthering the understanding of agriculture in Ottawa County. Discussions included Eastmanville Farm and the defunct nonprofit, West Michigan Agricultural Education Center (WMAEC), who leased portions of Eastmanville Farm for 10 years with the goal of providing programs and events focused on commercial agriculture practices. Throughout the term of the lease WMAEC struggled to make meaningful progress on their goals primarily due to the limited resources their volunteer group were able to commit. The group refined the goals of:
 - Build an understanding of the value of agriculture in Ottawa County
 - Build interest in agriculture for children in the county
 - Build values and skills for children in the county, through agriculture
 - Equipping the next generation for careers that are critical in the workforce for our county's agribusinesses.

Additional meetings are being scheduled.

Lake Michigan Greenway

- Rosy Mound Expansion phase II – 2023 Michigan Department of Natural Resources Trust Fund Acquisition Grant. The Board of Commissioners approved the Resolution supporting the grant application at the March 15, 2023 meeting.

Macatawa River Greenway

- Upper Macatawa Trailhead and Restroom project – 2023 Michigan Department of Natural Resources Trust Fund Acquisition Grant. The Board of Commissioners approved the Resolution supporting the grant application at the March 15, 2023 meeting.

Miscellaneous

- Coordinator of Fund Development and Major Gifts – Interviews have been completed and the Human Resources are finalizing the steps for hiring our top candidate.
- The Board of Commissioners approved the staffing realignment at the March 15, 2023, meeting. Applications are being accepted and the posting for the Communications Specialist can be found [HERE](#) and the Program Supervisor can be found [HERE](#).
- Program and Facility Reservation Software – PerfectMind – The original 5-year agreement has expired, and we have opted for a one-year renewal per the original agreement at the same rate. We are preparing a Request for Proposal to solicit proposal for software providers with the intent of including in the 2024 budget and planning to allow for the migration and rollout of a new software system prior to expiration of this term if a new vendor is selected.

Harbor Island Update

Community Advisory Group #3



Wednesday, March 8, 2023

1:00-3:00 p.m.

Safety Moment

Urban Coyotes

Urban coyotes are coyotes that reside in North American metropolitan areas (major cities and their suburbs).

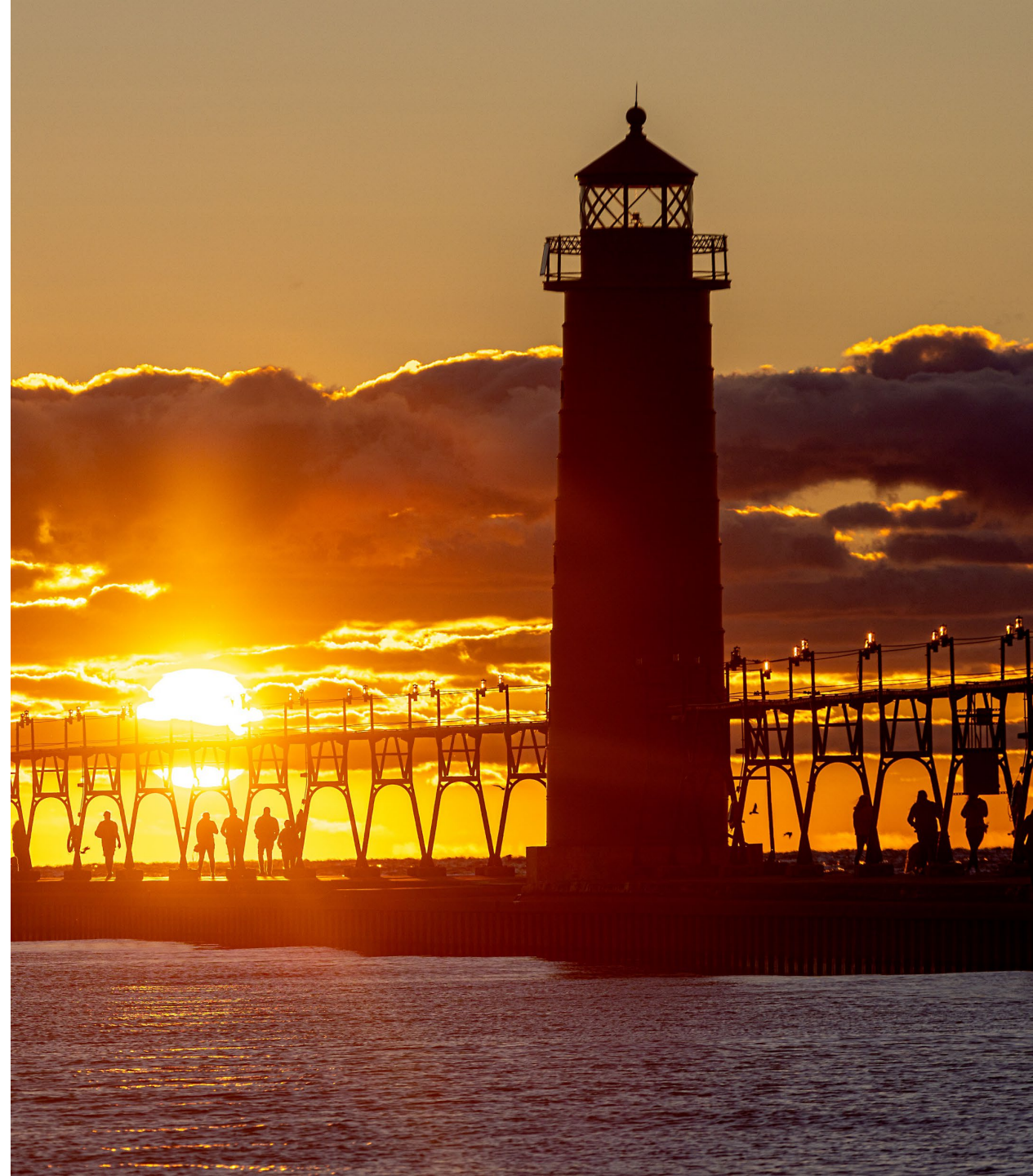
- ▶ Do not feed coyotes as they can lose their fear of people.
- ▶ Do not let pets run loose. When hiking in parks, keep dogs on leashes.
- ▶ Do not leave your pets unattended outside.
- ▶ Do not run from a coyote.
 - ▶▶ Shout, wave your arms, or throw something in its direction.
 - ▶▶ Do not play victim.
 - ▶▶ Alter your route to avoid conflict.
 - ▶▶ Carry some sort of nose maker.
- ▶ Use caution if you encounter a coyote during daytime as it may have become habituated to humans (and may be more likely to attack)
- ▶ Do not create conflict where it does not exist.
 - ▶▶ Embrace communal respect.
- ▶ Report aggressive and/or fearless coyotes immediately.
 - ▶▶ Contact the local animal control or police



Coyote behavior / activity		Responses
Rarely or occasionally seen at night, more rarely during dusk and dawn	LOW	Limit food sources (garbage, pets feeding, wildlife feeding) Supervise pets and don't let them run free
Occasionally seen during the day Frequently seen at night Free-ranging pets occasionally disappear	CONCERN	Use hazing, negative stimuli (shouting, chasing, throwing objects)
Frequently seen during the day Stalking or attacking pets Fleeing from people		Consider removal program in conjunction with education; prohibit/limit feeding of wildlife; supervise pets; use negative stimuli
Approaching people aggressively Growling, barking when hazed (rather than running) Following children Preying on pets in yards	HIGH	Initiate removal program in conjunction with education; prohibit/limit feeding of wildlife; supervise pets; use negative stimuli

▶ Harbor Island Updates

- ▶ Communications Recap
- ▶ CCR data to date
- ▶ PFAS data to date
- ▶ Upcoming Tasks
- ▶ CAG Next Steps



► Housekeeping

- All voices are heard
 - One voice at a time.
 - Yield time to those that have not spoken.
- Practice active listening
 - Seek to understand, not be understood.
 - Ask for clarification when necessary.
- Stay focused on topics, not people
- Benefit the group
 - Bring forward topics meant to support whole group.
 - Personal or niche questions can be addressed outside of the meetings.



▶ Introductions and Share Out

- ▶ **Your Name**
- ▶ **Your Connection to Grand Haven/Harbor Island**
- ▶ **Your wondering, or a wondering you've heard others ask about the project**



Community Advisory Group

CAG Role:

CAG members have a role to reflect on data received and provide questions and feedback to better help Grand Haven address community concerns and needs.

Community Advisory Group meetings are facilitated by HDR, Inc. and attended by officials from the City of Grand Haven. The Renew Harbor Island CAG is made up of:

- ▶ Sharon Behm, Retailer in Downtown Grand Haven
- ▶ Roger Bergman, Ottawa County Commissioner, District 10
- ▶ Joe Bush, Ottawa County Water Resources Commissioner
- ▶ Brent Clark, City resident
- ▶ Tony Fiore, Annis Water Resources Institute, Retired Fleet Captain
- ▶ Joy Gaasch, President, Chamber of Commerce Grand Haven
- ▶ Kevin Galbavi, Rotary
- ▶ Andrea Hendrick, Urban Planner, GIS Analyst
- ▶ Philip Kuyers, Ottawa County Commissioner, District 9
- ▶ David Mann, Wind Task Force
- ▶ John Martin, Retired Library Director
- ▶ Ron Mathews, Verplank Dock
- ▶ Brock Rogers, Sustainability Manager
- ▶ Jason Shamblin, Ottawa County Parks
- ▶ Hadley Streng, President Grand Haven Area Community Foundation
- ▶ Mark Van Putten, City resident
- ▶ Liz Wilkinson, Resident and Civil Engineer

Communications Update

November 2022-March 2023

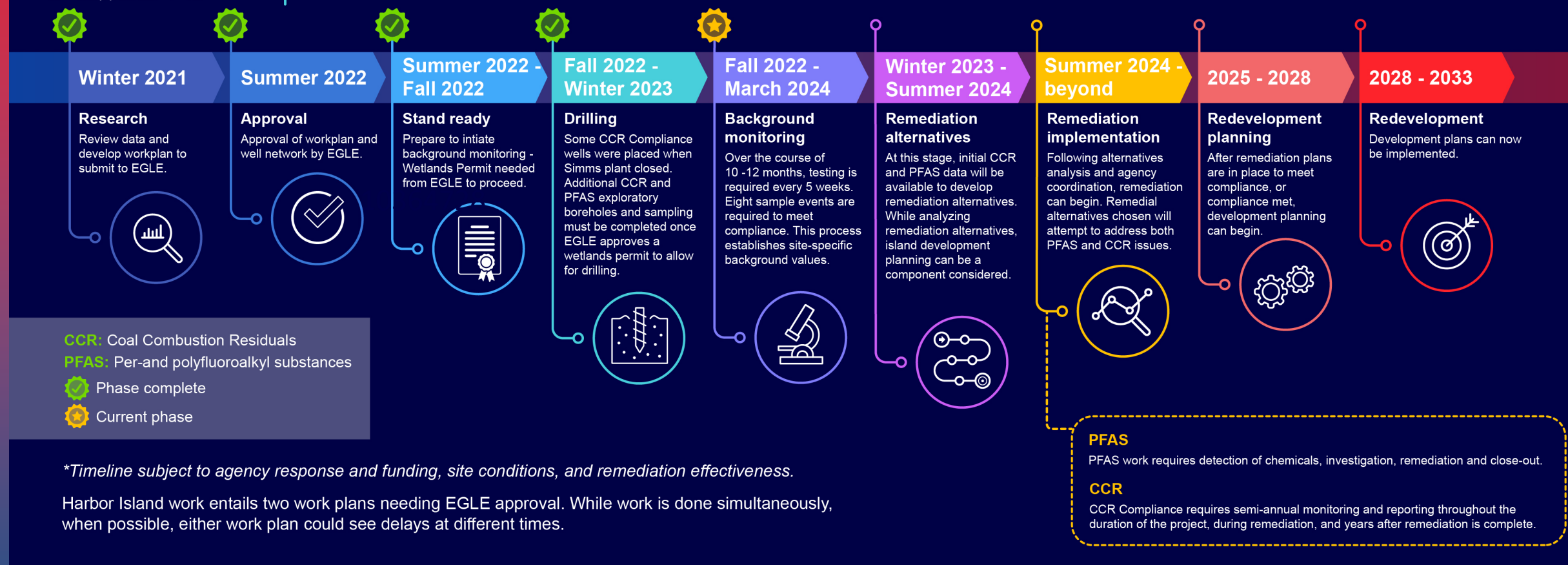
- ▶ Town Hall
 - ▶▶ Tuesday, Dec. 6
- ▶ Reports
 - ▶▶ [2022 Federal CCR Annual Report](#)
 - ▶▶ [2022 State CCR Annual Report](#)
- ▶ Incoming Data
 - ▶▶ PFAS sampling in November/January
 - Surface water
 - Vertical aquifer
 - Monitoring wells
 - ▶▶ CCR sampling in late November/January/February
 - Surface and groundwater
 - ▶▶ Council and BLP updates



Anticipated Timeline

Renew
Harbor Island
Work today, protect tomorrow.

Anticipated Timeline*



▶ Sharing Data

It is important to clarify how data comes in and our process for sharing this information with the public.

- ▶ Data is gathered in the field.
- ▶ Generally, experts take time to review the data, looking for inconsistencies and confirming results.
 - ▶▶ Database management
 - ▶▶ Data validation
 - ▶▶ Data is reviewed graphically.
 - ▶▶ Reviewed statistically, if applicable
 - ▶▶ General comparisons are made against background values and site-specific groundwater standards
- ▶ Reviewed data is shared with the Community Advisory Group, a community group established by Grand Haven to reflect on data, ask questions and help communicate results.
- ▶ Results are shared at public meetings, with opportunities for questions to further clarify data.
- ▶ Data is posted on the Harbor Island website at www.grandhaven.org/renew-harbor-island.

► CCR Update

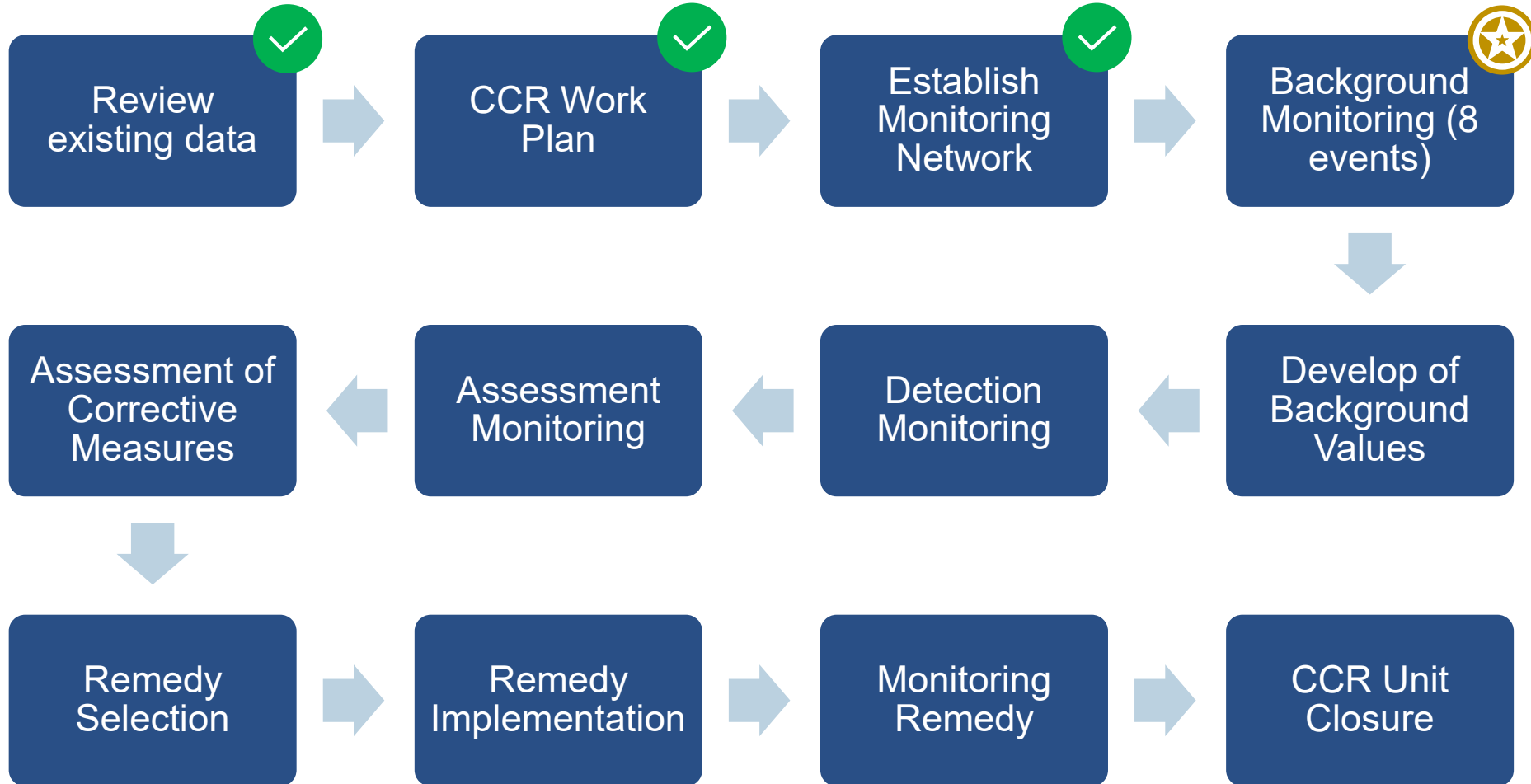


► What is CCR?

- ▶ Coal Combustion Residuals
- ▶ Coal ash - created when coal is burned by power plants to produce electricity
- ▶ By-products:
 - ▶▶ Fly ash (dry) – landfills
 - None at Harbor Island
 - ▶▶ Bottom ash (slurry) – impoundments
 - Two at Harbor Island



CCR Compliance Tasks



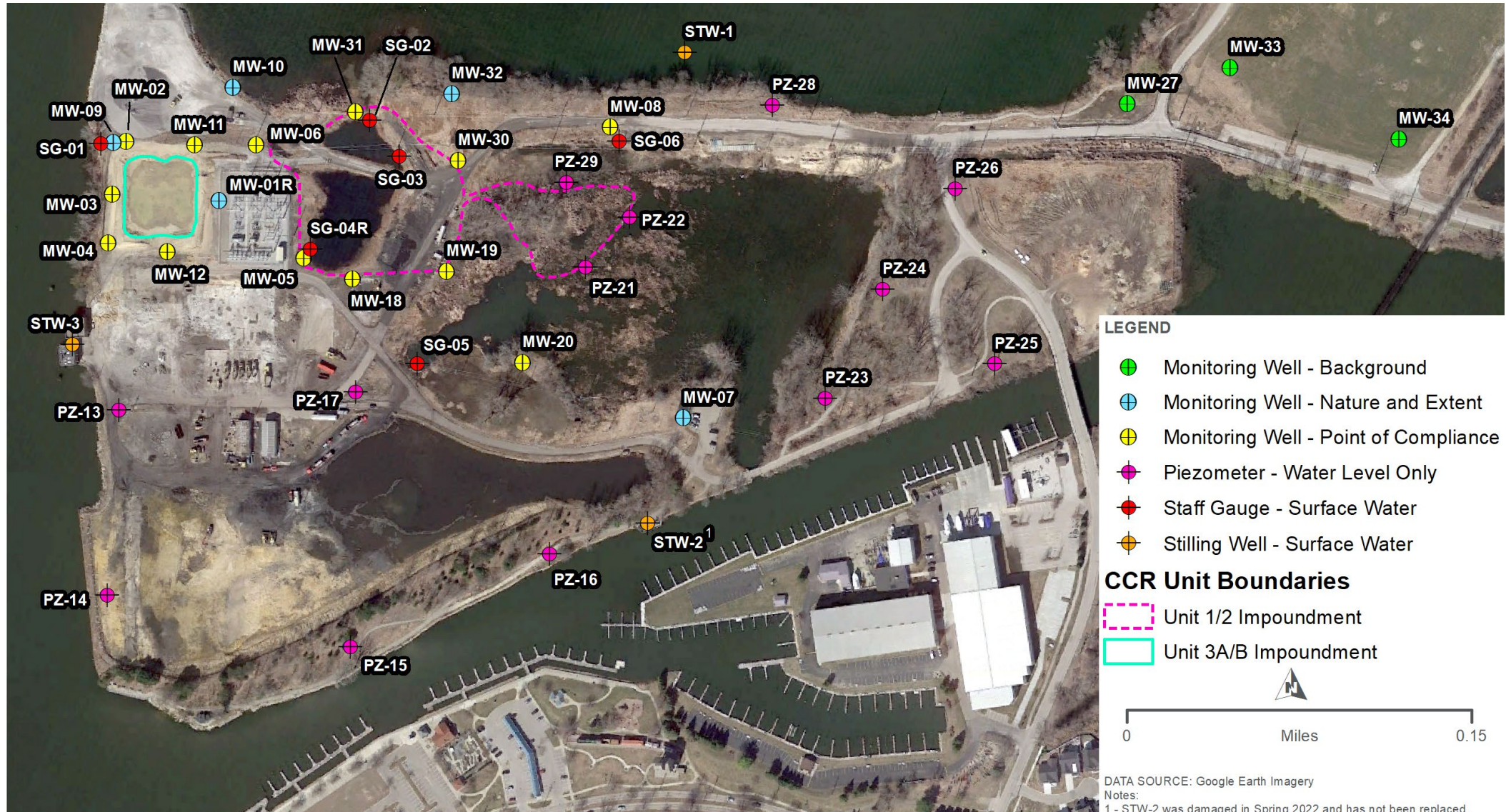
Well Locations



CCR Activities to Date

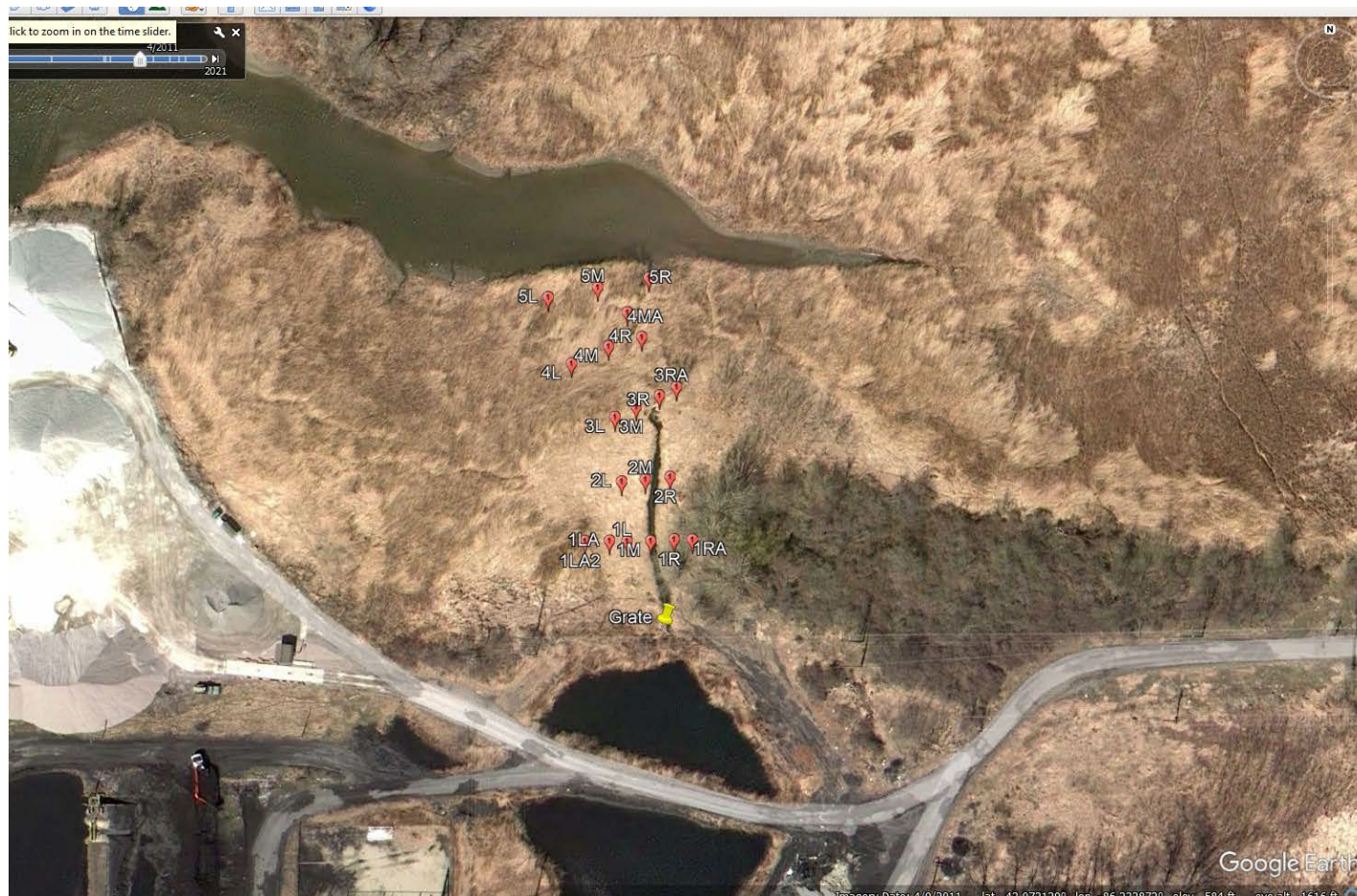
- ▶ Collected three rounds of sampling out of eight required for background monitoring
 - 9/22/22 – Water Level Only
 - 11/28/22-12/2/22 – First Background sample event – groundwater and surface water
 - 1/3-5/23 – Second Background sample event – groundwater and surface water
 - 2/6-8/23 – Third Background sample event – groundwater and surface water
- ▶ No data is validated yet
- ▶ New monitoring wells were installed in November 2022
- ▶ Submitted state and federal reports for 2022
- ▶ Continuing discussions with EGLE regarding ACO
- ▶ Discussions with EGLE regarding North Channel Investigation

CCR Sampling Locations

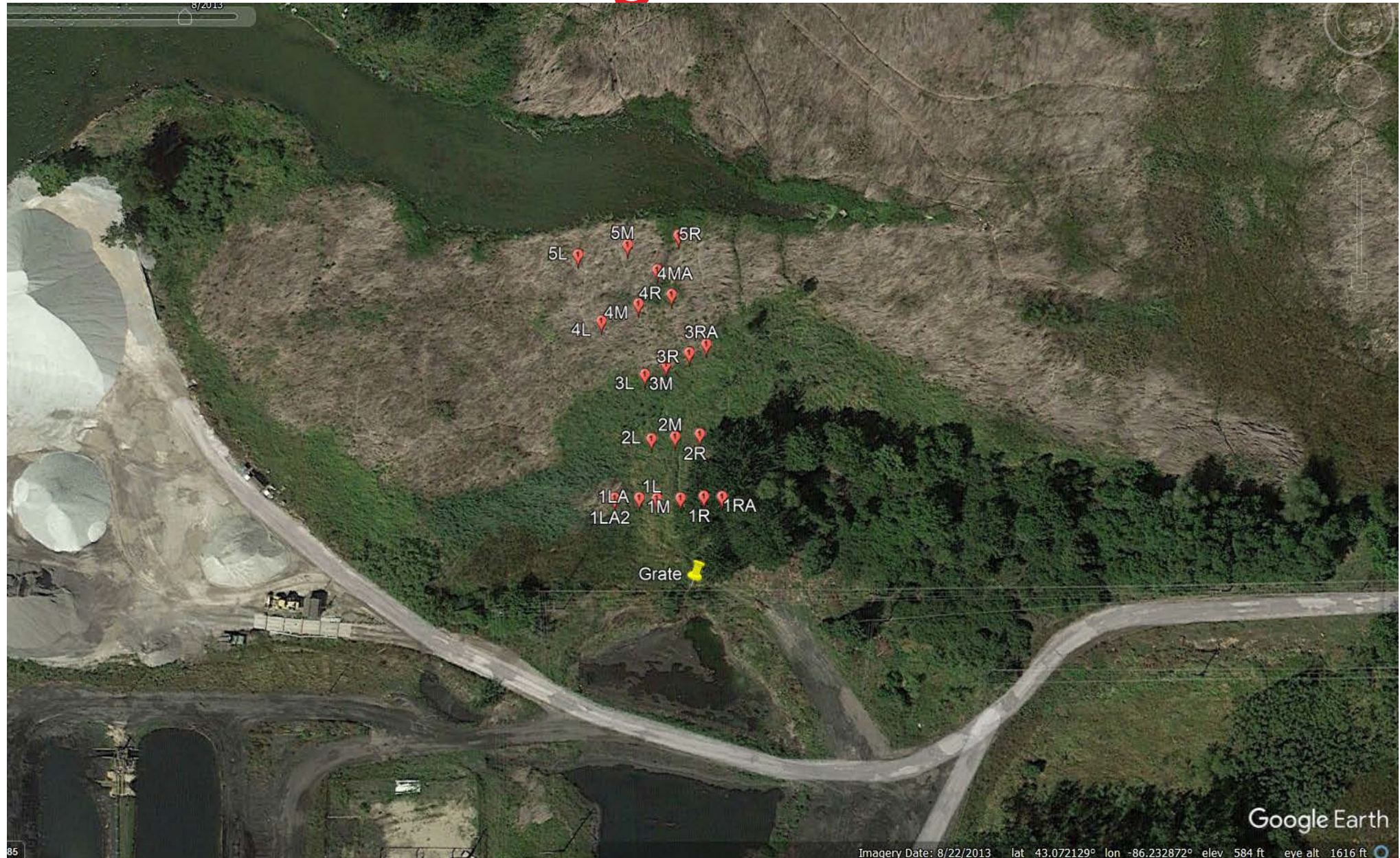


▶ North Channel Investigation

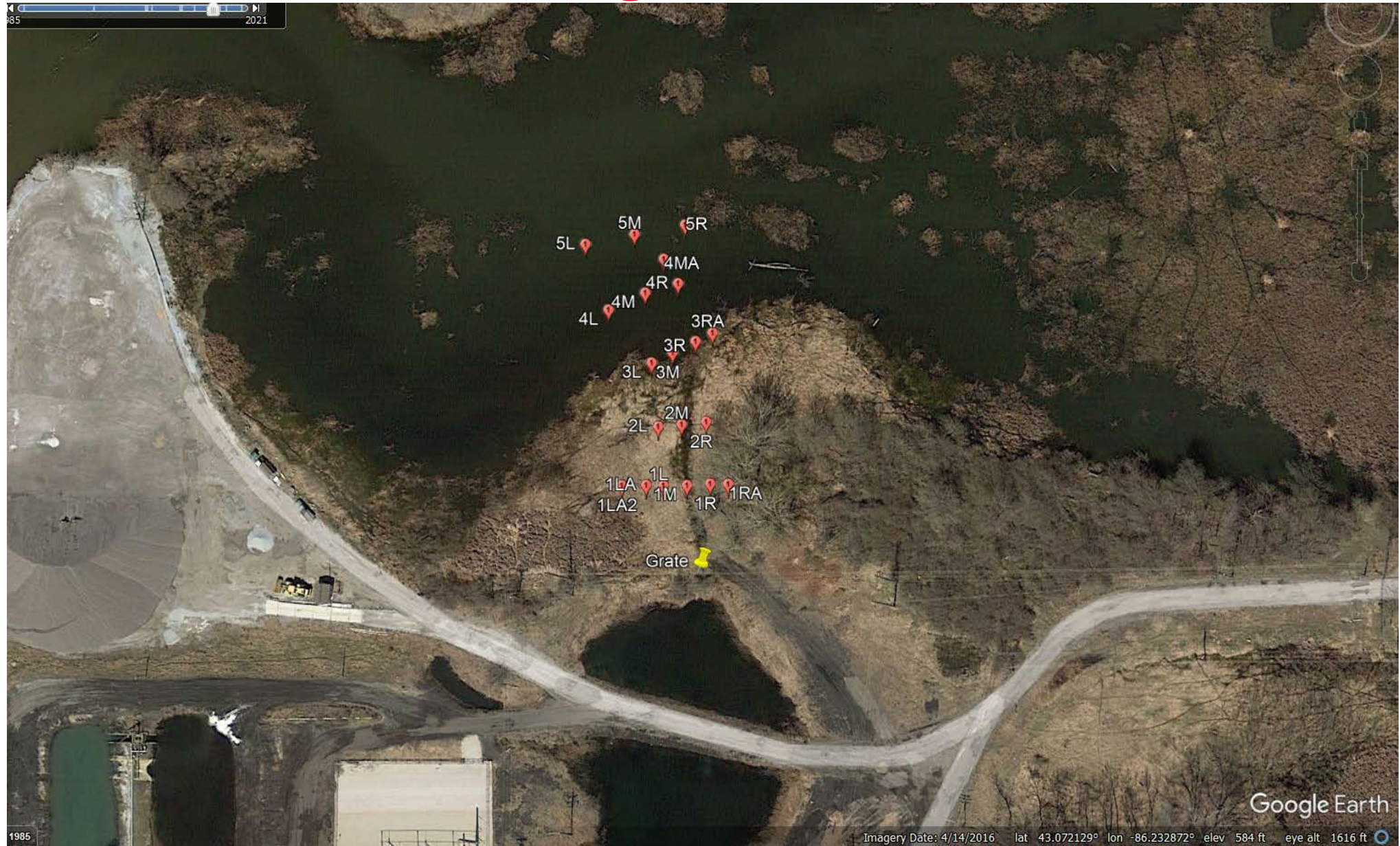
- ▶ CCR was encountered in the channel
- ▶ The North Channel will impact the boundary of the CCR unit.
- ▶ Meeting took place with EGLE to discuss next steps
 - ▶▶ EGLE is meeting with EPA March 16 to discuss the data.



North Channel Investigation



North Channel Investigation



North Channel Investigation



North Channel Investigation



PFAS Update

Date & Time: Thu, Dec 01, 2022, 10:07:59 EST
Position: +043.068604° / -086.226946° (±262.0ft)
Altitude: 604ft (±66.6ft)
Datum: WGS-84
Azimuth/Bearing: 267° S87W 4747mils True (±10°)
Elevation Angle: -05.8°
Horizon Angle: +02.2°
Zoom: 1.0X



Date & Time: Thu, Dec 01, 2022, 10:07:55 EST
Position: +043.068170° / -086.226467° (±268.8ft)
Altitude: 615ft (±60.5ft)
Datum: WGS-84
Azimuth/Bearing: 349° N11W 6204mils True (±10°)
Elevation Angle: -12.8°
Horizon Angle: -01.3°
Zoom: 1.0X



Vertical Aquifer Sample Locations



- Installed vertical aquifer sampling in November
- Collected sub-surface soil samples in November
- Six permanent monitoring wells in January 2023

PFAS Data to Date

- ▶ Groundwater samples were collected from different locations and depths on Harbor Island during November and December of 2022 and analyzed for PFAS.
- ▶ The goal of this work was to provide data on where PFAS is located across the island, including distinguishing between the PFAS compounds.
- ▶ Quarterly sampling events will take place over the course of a year. These monitoring wells were installed in January 2023 and will provide an understanding of groundwater seasonal variability.
- ▶ **No scientific interpretation has been completed because additional data collection and review is required**, as was the process described in the Data Gap Investigation Work Plan.

► Anticipated Next Steps

PFAS

- ▶ All new wells and existing permanent will be sampled quarterly. Each quarter will be six surface water samples each and 20 monitoring well samples each.

CCR

- ▶ Will sample 34 monitoring wells every 5 weeks.
- ▶ Submit quarterly ground water sampling reports to EGLE.
- ▶ Finalize North Channel Report

Funding Research

- The City continues to research and plan for the funding of this work and future work.



▶ Meetings

- ▶ CAG early June
- ▶ Town Hall mid-late August
- ▶ CAG fall 2023
- ▶ Public Meetings
 - Thursday, March 16 (BLP)
 - Monday, March 20 (City Council)
 - Thursday, June 15 (BLP)
 - Tuesday, June 20 (City Council)
 - Monday, Sept. 18 (City Council)
 - Thursday, Sept. 28 (BLP)



► Resources and Information

Harbor Island Website

www.grandhaven.org/renew-harbor-island

Renew Harbor Island FAQs

<https://grandhaven.org/renew-harbor-island/harbor-island-faqs/>

Michigan Part 115 Rule

[Solid Waste Statutes and Rules \(michigan.gov\)](http://michigan.gov)
(see the three documents on this page labeled “115”)

PFAS

[PFAS | NIOSH | CDC](#)

[PFAS Explained | US EPA](#)

<https://www.youtube.com/watch?v=XA6sAfr2GZc>

[Michigan PFAS Action Response Team \(MPART\)](#)

CCR

[Frequent Questions about the 2015 Coal Ash](#)

[Disposal Rule | US EPA](#)

<https://grandhaven.org/renew-harbor-island/harbor-island-resources/>



THANK YOU!

www.grandhaven.org/renew-harbor-island





Revenue collected through Period 5 (February) -Fiscal Year 2023 (October 1, 2022 – September 30, 2023)

Description	2022 YTD Actual	2023 Actual	2023 Budget	% of Budget
Motor Vehicle Permits	\$2,245	\$0.00	\$468,400	0.0%
Marina Revenues	\$75,367	\$52,457	\$118,340	44.3%
Grand Ravines dog wash	\$4,409.33	\$1999.74	\$12,000	16.7%
Reservations	\$84,561.50	\$89,609.67	\$335,856	26.7%
Pigeon Creek Lodge	\$56,163.80	\$35,742.86	\$50,100	71.3%
Totals	\$222,746.63	\$179,809.27	\$984,696.00	18.3%

Responsive Maintenance and Repairs

- 15 down or dead trees were removed from 7 park properties.
- 3 vehicles and 10 other pieces of equipment received routine maintenance or repairs.
- Snow removal was performed as needed at various locations during the month.
- **Several signs were repaired and repainted.**

Scheduled Maintenance and Tasks

- Set-up and clean-up was performed for 38 facility reservations. In comparison, 22 reservations were held during this time last year.
- 8 park signs were printed and mounted.
- The Connor Bayou Woodland Cabin was updated with new interior paint and light fixtures, and shelves.
- Pigeon Creek Park Boundary markers were updated to reflect the additional property.



Staff Updates

- Seasonal hiring has begun. (1) Park Attendant and (1) Reservation Specialist have been hired so far.
- Seasonal positions hiring yard signs were put out at all park locations to inform the public that we are looking to fill our seasonal staff open positions.
- Staff worked with Michigan's Edge Mountain Biking Association to finalize an MOU with that organization.

Beach Update

According to data from the U.S. Army corps of engineers, the annual low point for Lake Michigan water levels occurs around the month of February. With that said, our lakeshore parks have not seen any changes this past month due to water erosion. Our beaches are looking bigger as we inch closer to the summer season.

Project Updates

Pigeon Creek Winter Operations

- Pigeon Creek Lodge winter operations were open for 6 days in February for a total of 18 days so far this season.
- Daily trail grooming was performed at Pigeon Creek while X-Country ski operations were open.

Spoonville Trail

No updates

Port Sheldon Lakeshore Parks Agreement

- Signs are being made for both parks
- Began preparing for restroom reopening
- Created a preopening task list

Grose Park Rebuilding Project

Fabricated and installed a workbench

Memorial Benches

No updates

Keyless Lock Project

No updates

2023 Fee Machine and Parking Software Upgrades

- The contract with Passport Labs for the parking and enforcement software was ratified and signed.
- The new fee machines are being programmed and are almost ready for installation.
- Implementation has begun, and a timeline of tasks will be established soon.

Park Rules Committee

- A committee of park staff and Sheriff's office staff was formed to review and update the Park and Open Space rules that were last edited in 2017.
- Small groups or individuals are reviewing each section in detail.

Grose Park Ball Field naturalization

- The backstop was removed.
- The restoration area was re-evaluated to ensure that space will remain to play catch or toss a frisbee if visitors so desire.

Incident Reports

- Trash was dumped on the trail edge at Riley Trails.
- **Entry gate was damaged at Riley Trails**



Natural Resource Management Project Updates

Ottawa Sands Restoration & Wetland Creation

- Staff worked with GEI Consultants to begin the permitting process.
- Staff worked with DNR and GEI Consultants on the design.
- Staff worked with GEI Consultants to identify and develop a plan to secure trees that will be used for habitat structures within the lake.

Eastmanville Farm Restoration

Staff met with a group of individuals with an interest in agriculture education including some who were involved in the first plan to develop an education center at Eastmanville Farm. At some point in the future, we may explore if our current plans and their goals might be able to work together at the farm.

Hemlock Woolly Adelgid (HWA) Management

Staff attended an annual status meeting about HWA in the state.

Pigeon Creek and Hemlock Crossing Forest Management

The contractor is scheduled to harvest the pine plantations at Pigeon Creek Park spring of 2023 after the spring weight restrictions on the roads are lifted.

North Ottawa Dunes pumping impact assessment

Staff contacted three arborists to assess the damages to North Ottawa Dunes. No quotes were submitted. Staff will continue to find a resolution to the challenge of finding an estimate.

Natural Resource Management individual park plans

No Update

Partnerships

Staff are working with Grand Valley State University to plan for the prescribed fire scheduled at Hiawatha Forest this spring as part of a long-term study on the effects of prescribed fire during different seasons.

Invasive Species Management

- Invasive shrubs and vines were removed from Port Sheldon Natural Area and Riverside Park.
- Staff continued to work with Ottawa County GIS staff to enhance the invasive species mapping program to include mapping of treatment areas and create a new forest pest application.

Maintenance Projects

Staff attended the Michigan Prescribed Fire Council's Annual Meeting.

North Ottawa Dune Flooding

After discussing the issue with a DNR forester, staff utilized [i-Tree software](#) to estimate the damages at North Ottawa Dunes. This highly-regarded, defensible software calculates the replacement value of the trees based on the ecosystem services they provide.

Volunteer Updates

- Park Stewards processed native seeds, treated Asiatic bittersweet at Riverside Park, and dispersed native seed at Eastmanville Farm as part of the restoration project.
- Volunteer Program Supervisor scheduled numerous workdays including spring workdays and Adopt-A-Parks' 2023 workdays.



GRAND RIVER GREENWAY

GR Greenway – Stearns Connector Segment. All plans are complete. We are waiting for the State to finalize a schedule. We anticipate bidding in May and construction through the summer and fall.

Project Budget Summary

Funding

Park Budget (TBD)	\$ 150,000.00
TAP Grant (conditional commitment)	\$ 2,337,757.00
Easement Budget	\$ 32,458.00
MNRTF Grant	\$ 300,000.00
County ARPA Funds	<u>\$ 2,000,000.00</u>
Funding total	<u>\$ 4,820,215.00</u>

Projected Expenditures

Consultant fees	\$ 386,756.50
Additional Environmental Work	\$ 9,950.00
Mussel Relocation work	\$ 35,000.00
Archaeology	\$ 8,779.72
Tree Removal	\$ 29,757.00
Trail Construction (est.)	\$ 3,933,269.50
OCRC fees (est.)	\$ 33,079.00
Easements	<u>\$ 65,000.00</u>

Expenditure's total \$ 4,501,591.72

Balance remaining \$ 318,623.28

GR Greenway – Jenison Mill Segment. This project is complete and functioning. Some very minor clean-up and warranty items will be completed in the spring. A dedication will be scheduled for later this year.

Project Budget Summary

Funding

Park Budget	\$ 200,000.00
Georgetown Township	\$ 337,500.00
MNRTF Grant	\$ 300,000.00
Greenway Campaign Funds	\$ 395,636.00
County General Fund Transfer	<u>\$ 180,000.00</u>
Funding total	<u>\$ 1,413,136.00</u>

Projected Expenditures

Consultant fees (remaining)	\$ 61,451.76
Additional Fees & Costs	\$ 20,092.07
Trail Construction (original contract)	\$ 1,283,936.50
Contract Revisions	<u>\$ 5,3298.58</u>

Expenditure's total \$ 1,370,869.91

Balance remaining \$ 42,266.09

GR Greenway – Bass River Segment. Our operating agreement with the state has been completed and signed. We are now awaiting a separate agreement from the state that would formalize funding from Recreation Trails Program (RTP). Once this is in place, we will put out a request for proposals for detailed design and engineering for the first segment. Construction is planned for 2024. Progress on needed easements and land acquisition on the east end of the project continues to be slow with alternatives being investigated for the Bakale easement.

GR Greenway – Eastmanville Connector Segment. No change since last report. Our consultant is completing final permitting and approvals so that this project can be ready for bid ("shovel-ready"). Scheduling of construction of this segment is being evaluated based on available funds, schedule of Bass River segments, and other projects in Allendale Township

GR Greenway – Allendale Segment. Some big picture analysis of future traffic demand at M-45/60th Ave. intersection has been completed by the Grand Valley Metro Council. Additional more detailed analysis of traffic movements has been suggested by MDOT to determine if a traffic signal is appropriate at this intersection. Parks will work with Allendale Township to procure this analysis, so planning for the trail can continue.

Project Budget Summary

Funding

MDOT TAP Grant (estimated)	\$ 1,768,800.00
Allendale Township (proposed)	\$ 670,000.00
Greenway Campaign Funds	\$ 113,396.00
Other funds (TBD)	<u>\$ 762,004.00</u>

Funding total \$ 3,314,200.00

Projected Expenditures (estimated)

Preliminary Consultant fees (current)	\$ 5,000.00
Future Consultant fees (estimated)	\$ 361,200.00
Trail Construction (estimated)	<u>\$ 2,948,000.00</u>

Expenditure's total \$ 3,314,200.00

GR Greenway – Grand Ravines to Grand River Park Segment. The trail portion of this project is substantially complete with a small portion of top course paving and grading of the floodplain fill mitigation area to be completed in the spring. The Ravines wall stabilization portion of the project has gone through the public permit review process with the State of Michigan, however, comments from the EPA/Corps of Engineers have put the permit in jeopardy. We have submitted a detailed response which we hope will fully address their concerns, so that the project can move forward this spring.

Project Budget Summary

Funding

Park Budget	\$ 157,400.00
Georgetown Township	\$ 112,500.00
Parks Foundation	\$ 924,700.00
Parks Funding (includes CIP transfer)	\$ 260,000.00

Funding total \$ 1,454,600.00

Projected Expenditures (estimated)

Property Acquisition	\$ 180,000.00
Consultant fees (M&B – est.)	\$ 116,246.14
Consultant fees (SME)	\$ 24,500.00
Archaeology	\$ 8,400.00
Construction Contract	\$ 967,262.50
Contract Revisions	\$ 79,972.90
Wall stabilization (est.)	\$ 76,274.00
Bike Repair Station	\$ 1,985.70
Miscellaneous	\$ 302.92

Expenditure's total \$ 1,378,670.16

Balance remaining \$ 75,929.84

Grand Ravines Treehouse. All materials are on site, and good progress has been made in installing the support posts and connecting boardwalk. The project could be done by the end of April, weather permitting.

Project Budget Summary

Funding

Private Donation	\$ 330,000.00
Proposed Budget Adjustments	\$ 55,558.67

Funding total \$ 385,558.67

Expenditures

Consultant fees	\$ 53,053.75
Concrete Foundation PO – Denny's Excavating	\$ 49,990.00
Contract - Denny's Excavating	\$ 279,895.00

Expenditure's total \$ 382,938.75

Balance remaining (contingency) \$ 2,619.92



Start of Boardwalk out to treehouse



Treehouse support posts in place. Note interior structure is scaffolding. Bottom of treehouse is near the top of the posts

Ottawa Sands Development. Major construction has started. Clearing is complete, and concrete foundations for the camp restroom are in progress. The new pedestrian entrance trail from North Shore Drive is also in progress. Once this trail is complete, the existing entrance and parking area will be closed off to allow utility installation and entrance boulevard construction. At the request of the City of Ferrysburg, the address of the park has been changed to 18280 to be in line with adjacent addresses.

Project Budget Summary

Funding

Private Donations	\$ 3,480,000.00
County ARPA Funds	\$ 3,400,000.00
Additional approved parks funding	<u>\$ 700,000.00</u>

Funding total \$ 7,580,000.00

Projected Expenditures

Consultant fees	\$ 278,000.00
Phase 1a Contract	\$ 3,539,000.00
Owner Provided Items	\$ 35,990.00
Fire Safety Changes (est.)	\$ 100,000.00
Contingency	<u>\$ 192,350.00</u>

Expenditure's total \$ 4,145,340.00

Balance remaining \$ 3,434,660.00



New trail route from North Shore Drive



New trail route nearing lake



Camp Area cleared of invasive species



Camp Restroom foundation in progress

Ottawa Sands Restoration Work. Planning, design, and permitting for the shoreline and interdunal wetland restorations and enhancements continues. Trees cleared from the phase one project have been saved and stockpiled to be used for restoration habitat structures.

Kirk Park Improvements. Construction documents are complete and have been submitted to the state for review and approval. Since we were unsuccessful in securing a Michigan State Spark Grant application (State ARPA funds) to provide funds for additional improvements at Kirk Park, we will proceed with this project (restroom reno, new septic, new playground) on its own. The intent is to bid the project in the summer so that construction can occur over the off-season and be ready for use in 2024.

Project Budget Summary

Funding

Park Budget	\$ 237,000.00
MNRTF Grant	\$ 237,000.00
Additional approved parks funding	\$ 50,000.00

Funding total \$ 524,000.00

Expenditures (estimated)

Consultant fees	\$ 38,453.00
Permit Fees	\$ 575.00

Expenditure's total \$ 39,028.00

Balance remaining (construction budget) \$ 484,972.00

Ottawa Beach Walkway Improvements. All of the retaining walls area substantially complete. Concrete walk replacement is scheduled but has been delayed by snow.

Project Budget Summary

Funding

Parks Budget	\$ 25,000.00
Additional Parks Funds	\$ 9,841.00
Private Owner participation	<u>\$ 7,314.00</u>

Funding total \$ 41,795.00

Expenditures

Existing Contract - Lintec	\$ 19,451.50
Additional Wall Work	\$ 13,123.50
Additional Concrete Walk Work	<u>\$ 9,220.00</u>

Expenditure's total \$ 41,795.00

Balance remaining \$ 0.00

MACATAWA RIVER GREENWAY

Middle Macatawa Trail Connection. Park staff have met with project partners to discuss funding and time frame. The current plan is for Ottawa County Parks to assist Holland Charter Township in submitting a MNRTF grant application to assist with project funding in April 2023. If successful, construction could begin in the fall of 2024.

Project Budget Summary

Funding

County ARPA Funding	\$ 906,000.00
MNRTF Grant (proposed)	\$ 300,000.00
Partner Participation (Holland Township)	<u>\$ 550,000.00</u>

Funding total \$ 1,756,000.00

PIGEON RIVER GREENWAY

Consumers Energy Trail/Sheldon Landing. No change since last report. This project is on hold pending further determination of the closure of the power plant.

OTHER PROJECTS

Park Entrance Drive and Parking Lot Repaving Projects. No change since last report. Work to reconstruct 28th Ave., including a new cul-de-sac, as well as our trail work in Grand River Park have been completed. Park drives and parking areas will be evaluated to determine what repaving and/or repairs are needed. This work will likely occur over the summer.

Project Budget Summary

Funding in current parks budgets

Spring Grove Park	\$ 20,000.00
Hager Park	\$ 147,000.00
Grand River Park	\$ 110,000.00
Riverside Park	\$ 171,000.00
Paw Paw West	<u>\$ 40,000.00</u>
Funding total	<u>\$ 488,000.00</u>

Expenditures to date

Paw Paw West total payment	\$ 43,002.45
Riverside Park total payment	\$ 116,410.20
Hager Park total payment	\$ 157,249.27
Consultant Fees	<u>\$ 10,750.00</u>
Expenditure's total	<u>\$ 327,411.92</u>

Balance remaining \$ 160,588.08



This document is meant to summarize the status of pending grant applications and active grants.

• **Pending Grant Applications**

Michigan Department of Natural Resources (MDNR) Recreational Trails Program (RTP)

- **Project:** Idema Explorers Trail Bass River Segment
- **Request Amount:** TBD
- **Parks Commission Action:** **UPDATE**
- **Status:** **Pending**
- **Update:** An operating agreement is now in place with the MDNR that allows us to design, construct, and operate the Bass River Segment of the Idema Explorers Trail. With this agreement in place, it opens the way for MDNR to grant RTP funding for this project. A grant agreement is being prepared and will be provided for review and approval by the Parks Commission and the Board of Commissioners at a future meeting.

National Fish and Wildlife Foundation (NFWF) 2022 National Coastal Resilience Fund (NCRF)

- **Project:** Design work for Shoreline and Wetland Restoration/Enhancements at Harbor Island and Ottawa Sands
- **Request Amount:** \$275,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Pending**
- **Update:** On February 15, the NFWF informed Ottawa County Parks that there was possible second funding opportunity for this grant application to fund restoration design at Ottawa Sands and Harbor Island. Additional information was required before the grant would be eligible for consideration. Staff verified that the City of Grand Haven was still interested in partnering and additional information was provided on March 3. Funding decisions are expected in May. If the grant application is declined again, an invite for a full proposal for the FY2023 grant opportunity will be offered.

Michigan Natural Resources Trust Fund (MNRTF): 2022 Acquisition Grants

- **Project:** Rosy Mound Expansion (Grant #: TF22-0039)
- **Request Amount:** \$3,291,800 (\$1,650,000 recommended)
- **Parks Commission Action:** **UPDATE**
- **Status:** **Recommended**
- **Update:** On December 14, the MNRTF Board recommended this grant application to purchase 127 acres of land adjacent to Rosy Mound Natural Area in Grand Haven Township for approval, but at half of the requested grant amount, as expected. The next step is for the state legislature to appropriate the grant funding, which typically occurs mid-year. In the meantime, work can begin on due diligence. Staff will coordinate with the landowner on the due diligence process and identifying a suitable property split. Work is underway on a second grant request (See below).

MNRTF: 2023 Acquisition Grants

- **Project:** Rosy Mound Expansion Phase II (Grant #: TF23-0030)
- **Request Amount:** \$1,642,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Application Preparation (Due April 1)**
- **Update:** Staff is preparing an application to assist with the purchase of land adjacent to Rosy Mound Natural Area in Grand Haven Township. Per the typical Trust Fund grant process, a required public



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meeting will be advertised for the February Parks Commission meeting. At that meeting, the Parks Commission will review the required grant resolution to approve and forward to the Board of Commissioners.

MNRTF: 2022 Development Grants

- **Project:** Ottawa Sands Lake Loop and Idema Explorers Connector (Grant #: TF22-0153)
- **Request Amount:** \$300,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Recommended**
- **Update:** On December 14, the MNRTF Board recommended this grant application for funding. Staff will commence work on the next stage of design for the Ottawa Sands Lake Loop & Idema Explorers Connector. This includes funding for the 1.6-mile paved loop around the mining lake, day-use parking area, paved trail connection to North Shore Drive, and wayfinding and trailhead improvements along the Idema Explorers connector route in Ferrysburg. The next step is for the state legislature to appropriate the grant funding, which typically occurs mid-year.

MNRTF: 2023 Development Grants

- **Project:** Upper Macatawa Natural Area – Greenway Trailhead (Grant #: TF23-0031)
- **Request Amount:** \$275,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Application Preparation (Application Due April 1)**
- **Update:** In analyzing viable active projects for a possible Trust Fund grant, the planned modern restroom and related amenities project for the 84th Avenue entrance of the Upper Macatawa Natural Area was identified as the most suitable. This grant will help fund sustainable and universal design features.

MNRTF: 2023 Development Grant for Holland Township

- **Project:** Middle Macatawa Improvements (Grant #: TBD)
- **Request Amount:** TBD
- **Parks Commission Action:** **UPDATE**
- **Status:** **Application Preparation (Due April 1)**
- **Update:** The Board of Commissioners awarded \$906,000 of American Rescue Plan Act funding for improvements to the Macatawa Greenway between Hawthorn Pond and Upper Macatawa Natural Area in collaboration with Holland Township, the ODC Network, and possibly Zeeland Township. This includes construction of a trailhead and modern restroom at Hawthorn Pond, development of a natural surface pathway between Ottawa County Parks land and ODC Network land east of Hawthorn Pond to Adams Street. Part of the funding plan included a proposed MNRTF development grant in 2023. The project team has recommended that Holland Township submit this grant application with assistance from Parks staff. Staff would like Parks Commission concurrence with this proposed strategy.

Land and Water Conservation Fund 2022 (LWCF)

- **Project:** Ottawa Sands Day-Use Restroom (Grant #: LW22-0037)
- **Request Amount:** \$242,900
- **Parks Commission Action:** **UPDATE**
- **Status:** **Recommended**
- **Update:** It was formally announced that this grant to help fund development of a modern restroom at the day-use area at Ottawa Sands in Ferrysburg has been recommend. The next step in the process would be to receive a grant contract in the Spring of 2023.



Fisheries Habitat Grant Program 2022

- **Project:** Ottawa Sands Lake Nearshore Habitat Enhancements (Grant #: FH22-0002)
- **Request Amount:** \$150,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Application Review**
- **Update:** A full proposal was submitted on January 27, 2023. This grant will match Sustain Our Great Lakes grant funding for a project underway at Ottawa Sands, which includes enhancements of 2,500' of the Ottawa Sands mining lake shoreline, construction of 6 acres of dunal wetland at Ottawa Sands, acquisition of a property to expand Stearns Creek (completed), and invasive species management at Stearns Creek. GEI and Jackson Markey are under contract to design and implement this project at Ottawa Sands. Parks staff and GEI have assembled an advisory team for the design process. The fisheries grant would match the shoreline habitat improvements.

Michigan Spark Grant 2022

- **Project:** Kirk Park Renovation (Grant #: ARPA22-0039)
- **Request Amount:** \$674,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Declined.**
- **Update:** On February 9, 2023, the Spark Grant awardees were announced, and this application was declined. Additional information on the grant scoring will be available in late March. Staff was uncertain about the potential success of this grant given the scoring system is not clear. Two more Spark grant cycles are expected this year and staff will identify the most suitable projects based on the grant scoring and ranking. This grant application would have helped fund additional improvements at Kirk Park (in Grand Haven Township) including a renovated parking area and entry drive, a renovated Lake Michigan interpretive overlook, and a renovated trail to Lake Michigan on the north side of park. An awarded Trust Fund grant (see TF21-0139 below) would have been match for this project.

• **Current Grants**

MNTRF Development Grant 2016

- **Project:** Spoonville Trail (Grant #: TF16-0129)
- **Grant Amount:** \$200,000
- **Next Grant Report Due:** March 15
- **Parks Commission Action:** **UPDATE**
- **Status:** **Grant Closeout**
- **Update:** This grant, which helped fund construction of Phase II of the Spoonville Trail in Crockery Township, is managed by the Department of Strategic Impact with Parks staff assisting in the grant closeout. The grant has been fully reimbursed but additional closeout documentation is needed, including documentation from the project consultant. *A request for a grant report has not been received from MDNR staff. Parks staff asked for further instruction and is awaiting an answer.*

MNTRF Development Grant 2019

- **Project:** Idema Explorers Trail – Jenison Mill Segment (Grant #: TF19-0117)
- **Grant Amount:** \$300,000
- **Next Grant Report Due:** March 15
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Construction (Grant Extension in Process)**
- **Update:** Construction is nearly complete for this 1-mile segment of the Idema Explorers Trail in Georgetown Township and the City of Grandville. The grant project agreement expires on February 28, 2023. Since the project is nearly complete but not ready for close-out, staff is preparing a project



amendment request to extend the grant. This can be done through the post-ratification process, but staff would like Commission approval to move forward with the amendment request. A public dedication is required and is tentatively targeted for late spring. *A request for a grant report has not been received from MDNR staff. Parks staff asked for further instruction and is awaiting an answer.*

MNTRF Acquisition Grant 2020

- **Project:** Bend Area Expansion Phase III (Grant #: TF20-0175)
- **Grant Amount:** \$504,700
- **Next Grant Report Due:** March 15
- **Parks Commission Action:** **APPROVE GRANT EXTENSION REQUEST.**
- **Status:** **Appraisals and Survey Underway.**
- **Update:** This grant will help fund a 194-acre expansion of the Bend Area in Georgetown Township. More information about the status of this complex acquisition is available in the closed session report. The grant project agreement expires on May 31, 2023. It is likely that staff will be request a grant extension in the next few months. On January 30, 2023, the pre-appraisal documents were approved by Trust Fund staff. Survey and appraisal work is underway. *A request for a grant report has not been received from MDNR staff. Parks staff asked for further instruction and is awaiting an answer.*

MNTRF Development Grant 2021

- **Project:** Kirk Park Renovation (Grant #: TF21-0139)
- **Grant Amount:** \$237,000
- **Next Grant Report Due:** March 15
- **Parks Commission Action:** **UPDATE**
- **Status:** **Design Documents Submitted.**
- **Update:** This grant will help fund renovations of the restroom, replacement and relocation of the playground and trailhead amenities at Kirk Park. Design is nearly complete for the restroom renovation and the restroom design documents have been submitted for review and approval by MNRTF staff. *A request for a grant report has not been received from MDNR staff. Parks staff asked for further instruction and is awaiting an answer.*

MNTRF Development Grant 2021

- **Project:** Idema Explorers Trail – Stearns Bayou Connector (Grant #: TF21-0039)
- **Grant Amount:** \$300,000
- **Next Grant Report Due:** March 15
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Agreement Executed.**
- **Update:** This grant will help fund the construction of a 2.4-mile segment of the Idema Explorers Trail in Robinson Township, including a major addition to the north side of the Green Street bridge over Stearns Bayou. The project agreement has been submitted to the MNRTF for execution and is expected to be finalized at any time. Project design is complete (see more information below regarding the MDOT TAP grant for this project) and will be submitted to the MNRTF once the project agreement is executed. *A request for a grant report has not been received from MDNR staff. Parks staff asked for further instruction and is awaiting an answer.*

Ottawa County ARPA Grant 2022

- **Project:** Ottawa Sands Phase I Improvements (Grant #: N/A)
- **Grant Amount:** \$3,400,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Design and Construction**



- **Update:** This grant will help fund the construction of various elements at the Ottawa Sands, matching funding from the Bea and Bill Idema Family Foundation, MNRTF, LWCF, Sustain Our Great Lakes, and Parks Millage. These improvements include the Idema Explorers Camp and access drive and utilities, day-use parking area and restroom, kayak launch at the Sag, a 1.6-mile paved loop around the mining lake, the Idema Explorers Connector to North Shore Drive, and other trail connections within the park. This funding is already being utilized to assist with current improvements underway at the site, including the kayak launch and renovation of the welcome center. A construction contract for the Idema Explorers Camp treehouses will be reviewed by the Parks Commission on March 22.

Ottawa County ARPA Grant 2022

- **Project:** Idema Explorers Trail – ARPA Projects (Grant #: N/A)
- **Grant Amount:** \$2,000,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Design**
- **Update:** This grant will help fund the construction of segments of the Idema Explorers Trail in western and central Ottawa County (Allendale and Robinson townships). This includes the 2.4-mile Stearns Bayou Connector segment, which could be out for bid this spring and portions of the Bass River Segment through Riverside Park and the Bass River State Recreation Area (mileage to be determined). Next phase design work on the western portion of the Bass River Segment is expected to commence in the next few months.

Ottawa County ARPA Grant 2022

- **Project:** Middle Macatawa Trail System & Amenities (Grant #: N/A)
- **Grant Amount:** \$906,000
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Design/Securing Additional Grant Matching Funding**
- **Update:** This grant will fund improvements to the Macatawa Greenway between Hawthorn Pond and Upper Macatawa Natural Area in collaboration with Holland Township, the ODC Network, and possibly Zeeland Township. This includes construction of a trailhead and modern restroom at Hawthorn Pond, development of a natural surface pathway between Ottawa County Parks land and ODC Network land east of Hawthorn Pond to Adams Street. An additional project for this grant includes development of a modern restroom with mountain biking amenities at the 84th Avenue lot of the Upper Macatawa Natural Area in Zeeland Township. Staff is working with stakeholders on project design and securing additional grant funds. Construction is currently targeted for 2024.

Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP)

- **Project:** Idema Explorers Trail – Stearns Bayou Connector (Grant #: 2020039)
- **Conditional Commitment Amount:** \$2,337,757
- **Next Grant Report Due:** N/A
- **Parks Commission Action:** **UPDATE**
- **Status:** **Funding awarded. Possible bidding in June.**
- **Update:** This grant will help fund the construction of a 2.4-mile segment of the Idema Explorers Trail in Robinson Township, including a major addition to the north side of the Green Street bridge over Stearns Bayou. The final bid documents have been submitted to MDOT Local Agency Programs for final review. Apparently, the last remaining item is approval of an amendment to the West Michigan Shoreline Regional Development Commission's Transportation Improvement Program (TIP). This is needed due to a change in cost for the concurrent Green Street bridge improvements being overseen by the Ottawa County Road Commission. The TIP amendment is expected to be approved in April. With this being the



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apparent final approval needed, MDOT TAP staff informed Parks staff on February 17 that the TAP funding for this project is officially awarded. The bid opening is tentatively anticipated for Friday, June 2 (Mark your calendars 😊). Grant reports are no longer required.

Hope College Andrew W. Mellon Foundation Grant

- **Project:** Art in the Parks (Grant #: N/A)
- **Grant Amount:** \$33,500
- **Next Grant Report Due:** April 30
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Ongoing**
- **Update:** This grant is funding a collaboration with the Hope College Humanities Department to solicit input from residents and stakeholders and determine if arts-based programming could help improve park usage in the southwestern. The grant steering committee has completed three fall focus groups and may host one additional focus group in December. The final Frost Center report is complete and will be shared at an upcoming Parks Commission meeting. The committee has invited Encompass Socio-ecological Consulting to assist with program recommendations.

Grand Haven Area Community Foundation Grant 2021

- **Project:** Expanding Nature Education Access (Grant #: 202129422)
- **Grant Amount:** \$35,000
- **Next Grant Report Due:** August 26
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Ongoing**
- **Update:** This grant is helping to fund two Community Engagement projects including 1) developing capacity to provide virtual programming with the purchase and installation of audio/visual equipment and software and 2) provide a pilot program for “Parks for All” with the goal of assisting all fourth-grade students in four northern Ottawa County school districts to attend nature education programs (up to 1,000 students). For the virtual programming, equipment has been installed but implementation is not complete. For the Parks for All, curriculum has been developed and the pilot is scheduled to commence in 2023.

Bill and Bea Idema Family Foundation Grant

- **Project:** Ottawa Sands – Idema Explorers Camp (Grant #: N/A)
- **Request Amount:** \$2,500,000
- **Next Grant Report Due:** Spring.
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Design and Construction**
- **Update:** This grant will help fund the construction of various elements at the Ottawa Sands, matching funding from Ottawa County ARPA funds, MNRTF, LWCF, Sustain Our Great Lakes, and Parks Millage. These improvements include the Idema Explorers Camp and access drive and utilities, kayak launch at the Sag, day-use parking area and amenities, and the Idema Explorers Connector to North Shore Drive. This funding is already being utilized to assist with current improvements underway at the site, including the kayak launch and renovation of the welcome center. A construction contract for the Idema Explorers Camp treehouses will be reviewed by the Parks Commission on March 22. A grant report was provided to the Foundation in January 2023.

Ottawa County Parks Foundation Grant

- **Project:** Grand River Greenway (Grant #: N/A)
- **Request Amount:** \$6,815,000



- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Ongoing**
- **Update:** This grant agreement governs distribution of funds for the Grand River Greenway project. These funds will help to complete the 36.5-mile-long Idema Explorers Trail and core Greenway property acquisitions. The Ottawa County Parks Foundation holds most funds donated to this project, including numerous grants with formal agreements that are being overseen jointly with Parks and Foundation staff. Some of these grants are now closed (e.g. Wege Foundation and Frey Foundation) and some are still in process (e.g., Secchia Family Foundation).

Ottawa County Parks Foundation Grant

- **Project:** Staffing Support Grant (Grant #: N/A)
- **Request Amount:** \$260,000
- **Next Grant Report Due:** March 31
- **Parks Commission Action:** **UPDATE**
- **Status:** **Position Submitted for Board of Commissioners Approval**
- **Update:** This 3-year grant will fund the addition of staffing capacity to Parks Foundation fund-raising efforts. A position is being created that will focus on evolving the Foundation's "major gifts" program, which intensive time and effort to implement. The grant agreement was approved by the Board of Commissioners in December and the position was approved in January. The position was posted and interviews were conducted. An offer has been made to the top candidate.

Sustain Our Great Lakes (SOGL) Grant 2022

- **Project:** Restoring Coastal Wetlands for Birds and People in the Grand River Coastal Corridor (Grant #: N/A)
- **Request Amount:** \$400,000
- **Next Grant Report Due:** November 1
- **Parks Commission Action:** **UPDATE**
- **Status:** **Project Design/Securing Additional Grant Funding**
- **Update:** This grant will help fund enhancements of 2,500' of the Ottawa Sands mining lake shoreline, construction of 6 acres of dunal wetland at Ottawa Sands, acquisition of a property to expand Stearns Creek (completed), and invasive species management at Stearns Creek. GEI and Jackson Markey are under contract to design and implement this project at Ottawa Sands. Parks staff and GEI have assembled an advisory team for the design process. A MDNR fisheries grant application is being prepared to provide additional funding for this project.



PROGRAM/VISITOR NUMBERS

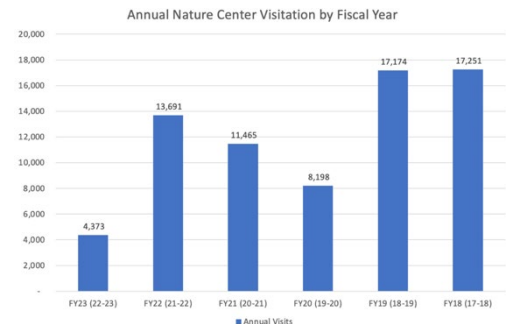
Private Programs	155 participants, 6 programs
Public Programs	367 participants, 21 programs
Nature Center Attendance	2,212 visitors
Monthly Average:	1,400
Traffic Car Count*	2,529 cars

UPCOMING EVENTS

- 3/25/23 – Piece Together Parks, Eagles GH, 12-3:30 pm (OCPF)
- 4/22/23 – Earth Day Garlic Mustard Pull at Eastmanville Bayou, 2-4 pm (FOOCP)
- 4/29/23 – LVAC Art Show at Hemlock Crossing, 5-8 pm (OCPF)
- 5/2/23 – Step it Up Kick Off Group Walk at Hemlock Crossing, 6-7:30pm

[Registration is now open! miottawa.org/stepitup](https://miottawa.org/stepitup)

- 5/11/23 – [Birdie Big Year - Elevating Women Birders with Tiffany Kersten](#) at Hemlock Crossing, 7-8:30 pm
- 6/15/23 – Breakfast/Lunch at the Park, 7:30 am / 11:30 am (OCPF)
- 6/24/23 – Grand River Explorer's Trail Run (and Walk), 8 am (OCPF)
- TBD – Jenison Mill Segment Dedication
- TBD – Bill Idema Moraine Nature Segment Dedication
- TBD – Ottawa County Board of Commission Parks Tour



GOALS/OBJECTIVES – CURRENT AREAS OF FOCUS

- Develop structure, programs, and processes to offer and implement the “Parks for All Program”** – All four pilot schools will be scheduled this spring.
- Implement programs supported by the “Art in the Parks” grant** – The committee has invited Encompass Socio-ecological Consulting to assist with program recommendations. Staff is meeting with Culture Works to discuss potential partnerships.
- Identify, purchase, install and facilitate implementation of equipment needed to produce and stream nature-based programs** – Unfortunately, staff will need to develop a new plan of action.
- Increase visitation to the Nature Center to 17,000 in FY23** – Staff is working with partners on special programs and events to increase visitation, recent partners include Shoreline Amateur Astronomical Association, MI Birds, and Ottawa Conservation District.
- Develop Program Pricing Policy** – Staff is working toward implementation.
- Fully implement Program Proposal process** – Staff is working toward implementation.
- Implement Marketing and Communications Plan** – Part-time staff has assisted with portions of a plan, although more time will be spent on this when a Communications Specialist is on staff.
- Identify areas and residents within Ottawa County not adequately served by county park lands and or program opportunities. Develop program offerings to promote an understanding and appreciation of natural and cultural history** – We have assessed our program offerings to identify underserved areas/populations; data will be used for annual program planning.
- Strategically develop, market, and implement programs geared towards engaging new or first-time participants** – Staff is compiling a list of community events where parks should have presence.

PRESS

[Ottawa County to maintain Port Sheldon Twp. parks](#), Holland Sentinel

[Vehicle permits for Ottawa County's Lake Michigan parks going digital](#), mlive

[Ottawa County to maintain Port Sheldon Twp. parks](#), WOOD TV8

[The Ottawa County Parks & Recreation Commission welcomes four new members](#), WGHN

[Go north for more winter. Or seek these folks to plan year of adventures.](#), South Bend Tribune

[Grand Rapids board got \\$55M for parks, trails along the river. These are the projects it's eyeing.](#), mlive

GOVDELIVERY BULLETINS / EMAIL MARKETING

	Date	Recipients	Open Rate	Click Rate
March News, Events, and More!	3/1/23	14,827	42%	5%
Birding Update: QUICK LOOK!	3/13/23	2,216	34%	2%
2023 Motor Vehicle Permit Update	2/28/23	16,422	47%	8%
OCPRC now managing Kouw &...	2/28/23	16,536	43%	3%
OCPRC welcomes four new members	2/24/23	4,616	44%	1%
Birding Update Newswire!	2/18/23	2,137	35%	7%

Fall 2022 Focus Group Summary**Introduction**

The Arts in the Park leadership team, working on an Andrew W. Mellon Foundation grant-sponsored project, engaged with the Frost Center for Data and Research to gather information from community members about their experiences with the Holland area and Ottawa County parks. Arts in the Parks aims to increase engagement with the Ottawa County parks by Holland area residents who are currently underrepresented among county park users. Additionally, Arts in the Parks is interested in the kinds of park programming that will increase interaction from diverse community members. This project is led by a partnership of faculty in the Hope College Arts and Humanities division, Ottawa County, and community organizations.

In the Spring of 2022, two initial focus groups were conducted with samples recruited from Grand Rapids Community College – Holland Campus, CultureWorks, and IM Academy. Findings from these focus groups were summarized in a report from the Frost Center for Data and Research in June. The conclusions and recommendations in that report were then used to inform the questions employed in new focus groups conducted this Fall. The results of these Fall focus groups are contained in this report.

Methodology

Two focus groups were formed during the Fall of 2022. The first consisted of staff and users of the Herrick District Library – Main Library (HDL). Participants were recruited with the help of the assistant director of the library, and it took place in a meeting room of the library building on October 4, 2022. Prior to the discussion, participants were given an introduction to the goals of the Arts in the Parks project, shown a video demonstrating park and art integration, and provided with a meal.

The second focus group consisted of employees and friends of the Ottawa County Office of the Defender (OD). Participants were recruited with the help of the assistant public defender at the Office of the Defender, and it took place at CultureWorks, a nonprofit design academy in downtown Holland, on October 20, 2022. As in the previous focus group, participants were introduced to the project, shown a video demonstration of arts integration in public parks, and provided a meal. However, participants in this group also engaged in a short art project with one another prior to their discussion.

All participants were required to be residents of either Holland or Zeeland. In both cases, participants consisted of individuals who are actively involved in the Ottawa county community, either as public employees or as users of current public programs. However, there were substantial demographic differences between the two groups. The Herrick District Library group consisted primarily of White/Caucasian individuals, whereas the Office of the Defender group was made up entirely of African American or Latinx participants.

	All	Gender		Race		
		Male	Female	African American	White	Latinx
Herrick District Library	9	1	8	0	7	2
Office of the Defender	6*	1	3	1	0	3

*Two participants did not complete the demographic questionnaire

Study Goals

The project's overall research questions were:

- 1) What are the experiences of diverse community members in Ottawa County parks?
- 2) What types of programming will increase park visits from diverse community members?

The Frost Center for Data and Research worked with the Arts in the Park leadership team to revise and reorder the original questions used in the Spring 2022 focus groups. The goal of this restructuring was to allow groups more time to discuss topics most relevant to the project's research goals. The key questions asked of participants concentrated on the following areas:

Experience in Ottawa County Parks

- Tell me about your general experiences with parks in this area and think about your interactions with nature and remote areas, other park visitors, and park staff.
- What are the reasons you visit Ottawa County parks?
- What do you think about current park programming?

Park Promotion Ideas

- What would make you visit the parks more often?
- What could we change to better include those that have been traditionally excluded from Ottawa County parks?

Arts Integration in Area Parks

- Can you think of an example when the experience of art and the outdoors were successfully combined? What made it successful?
- Thinking specifically, what programming that embraces, showcases, or teaches art would you like to see?

- Not all programs will be successful everywhere. Given the specifics of Ottawa County, what strengths should we leverage and what should we watch out for?

Barriers to Park Usage

- Are you interested in visiting area parks more often than you do currently? Why or why not?
- What is preventing you or your family members from accessing area parks as much as you would like?
- Do your interactions with various parties (other park visitors, park staff, and law enforcement) add to or take away from your park experience?

Although not all individual questions were asked of both groups, the structure and broader topics covered during the interview remained consistent across both samples.

Summary of Key Findings

- Existing use and awareness of the parks system varies dramatically among residents. Although some individuals make use of nature-based programs and view hiking trails as central to their mental health, many people's experiences (particularly those from underrepresented groups) are centered primarily on social gatherings at local neighborhood parks.
- The focus groups identified a number of contributing factors that make certain parks feel less welcoming to underrepresented racial groups. These included inequality in terms of local park quality, social stereotypes about who uses what kind of park, and a lack of knowledge about the parks.
- The focus groups also emphasized that underrepresented groups need to feel invited to all events and places, not singular events that are specific to their culture. Long-standing partnerships with local organizations were seen as critical to this goal.
- Expressed preferences for arts programming within the parks tended to emphasize activities and programs that are interactive, specific to the local community, rotating and/or temporary, and educational.
- Focus groups identified the prevalence of local artistic community groups and the natural beauty of the Ottawa county parks as strengths to be utilized. However, they also highlighted the desire to incorporate the parks into the art experience, rather than simply relocating something unnecessarily outdoors.
- Transportation was viewed as the primary barrier preventing a diverse range of people from using the parks system. Ultimately, this entails both a literal barrier for those without access to transportation, as well as the psychological barrier of a deeply ingrained distinction between the north and south side of Holland.

- Participants emphasized the importance of bringing nature to people, rather than simply bringing people to nature.

GOVERNMENT

Ottawa County to maintain Port Sheldon Twp. parks

Anna Skog and Meghan Bunchman WOOD TV-8

Published 5:08 a.m. ET March 3, 2023

PORT SHELDON TWP. — Two lakeshore parks in Port Sheldon Township will now be taken care of by the county, which means some of the rules are changing.

The Ottawa County Parks and Recreation department has been contracted to handle the custodial and rule enforcement of two lakeshore areas: Kouw Park and Windsnest Park. Though Port Sheldon Township still owns and oversees both parks, management roles will be left up to Ottawa County, which “has a proven track record and expertise in parks management,” the township said in a release.

Port Sheldon Township said the change comes after struggling with overcrowding, people breaking the rules and trespassing, among other issues.

“Those are the kind of troubles we run into, especially at any lakeshore park, but they don’t have the staff that Ottawa County has,” Jason Boerger, coordinator of park maintenance and operations for Ottawa County, said. “They just had a couple of people managing these parks. We have seasonal employees, full-time and part-time employees who are experienced with enforcing rules, writing citations and keeping the good order at the park.”

“We believe it’s a good setup for both of us,” Township Supervisor Mike Sabatino said. “Hopefully it addresses a lot of the residents’ concerns with overcrowding and some of the things we’ve dealt with in the past.”

Under the maintenance of Ottawa County, the parks’ rules will change a bit. Though there will still be no alcohol or fires allowed in the parks, people can now bring their dogs to both Kouw Park and Windsnest park from Sept. 30 to May 1. Before, dogs were prohibited at both.

“In the off season, dogs are allowed on leash at these parks,” Boerger said. “Still during the summer Memorial Day to Labor Day, you will not be able to have dogs at these parks.”

Park visitors will also have the option to rent a pavilion for events at the **Ottawa County website**.

A vehicle permit will be required from Memorial Day to Labor Day. The permit will let you into all the other Ottawa County lakeshore parks — Tunnel Park, Kirk Park, Rosy Mound Natural Area, Olive Shores and North Beach Park — for the season. You can buy a \$15 permit starting in April at a park pay station or the Ottawa County website. Port Sheldon residents will get a \$5 discount on the passes if they're bought online. Bridge card holders can get a free motor vehicle permit.

For more information, visit the Port Sheldon Township website. Questions can be emailed to info@portsheldontwp.org.

Vehicle permits for Ottawa County's Lake Michigan parks going digital

Published: Mar. 01, 2023, 7:11 a.m.

By [Michael Kransz | mkransz@mlive.com](mailto:mkransz@mlive.com)

OTTAWA COUNTY, MI – Summertime motor vehicle permits at Ottawa County's Lake Michigan beach parks are going digital.

Ottawa County parks officials announced Tuesday, Feb. 28, the park system will no longer be offering physical permits, such as stickers and hangtags, for vehicles visiting the county's Lake Michigan parks between Memorial Day and Labor Day.

Instead, all daily and annual vehicle permits will be digital and purchasable either online or at pay stations at the parks. The prices for daily and annual permits have not increased with the change.

Discounted rates for Ottawa County residents and seniors, as well as Port Sheldon Township residents, are only available by purchasing permits online. Those discounts aren't available at the pay stations.

Permits aren't yet available online for purchase. When they become available, [people can be notified via email by signing up at this link](#). The parks requiring motor vehicle permits from Memorial Day weekend through Labor Day are North Beach Park, Olive Shores, Kirk Park, Rosy Mound Natural Area, Tunnel Park, Kouw Park, Windsnest Park and the boat launch at Riverside Park.

Annual permits are \$25. Those are offered at a discounted rate of \$15 for Ottawa County residents, \$9 for Ottawa County seniors age 60 and older, \$10 for Port Sheldon residents and \$4 for Port Sheldon seniors. Bridge Card holders who have received benefits within the last 18 months can receive one free annual motor vehicle permit.

The daily motor vehicle pass is \$8 per vehicle regardless of residency and age.

Online registration for a vehicle permit will require registration of the vehicle's license plate and paying for the annual or daily pass. Online registration will allow users to verify their residency and birthday to receive the appropriate discounts.

On-site pay stations will be installed at all lakeshore beach parks, including Kouw and Windsnest parks that are now being managed by Ottawa County. On-site registration requires registration of the vehicle's license plate and payment for the annual or daily pass. Discounts aren't available via pay station.

Park staff will be able to verify in real-time if a vehicle pass has been purchased or not. People will be ticketed if they park at a park without a valid permit.

Grand Rapids board got \$55M for parks, trails along the river. These are the projects it's eyeing.

Updated: Feb. 19, 2023, 9:29 a.m. |

Published: Feb. 19, 2023, 8:00 a.m.

By **Brian McVicar** | bmcvicar@mlive.com

GRAND RAPIDS, MI — A nonprofit that coordinates development in downtown Grand Rapids could begin allocating the first portion of a [\\$55 million state grant for park and trail improvements](#) along the Grand River by May.

Downtown Grand Rapids Inc. (DGRI) received the funds in a state infrastructure bill, paid for with federal COVID-19 pandemic relief funds, signed last March by Gov. Gretchen Whitmer. Now, after creating an advisory committee and a nonprofit to implement the river restoration plan, officials are preparing to put the funds to work.

Collectively, the park and trail improvements under consideration are part of what's being called the Grand River Greenway.

Related: [Infrastructure deal includes \\$55M 'transformational' investment for Grand Rapids parks, trails](#)

"I think this is a really exciting time in the campaign to revitalize this river corridor for the community," said Andy Guy, chief outcomes officer at DGRI and one of the officials leading the river corridor restoration work. "We have been planning for 10-15 years, and in 2023 and 2024 and 2025 we're going to see all that planning start to turn into action."

Residents, he added, will see "shovels in the ground, parks getting built, trail sections getting blazed, and a lot of the vision in the plan coming to fruition."

Because the \$55 million was provided in the \$1.9 trillion American Rescue Plan Act, signed by President Joe Biden in March 2021, the dollars must be allocated by the end of 2024 and spent by the end of 2026.

The Grand River Greenway ties into a more than decade long push to restore the Grand River's rapids in downtown Grand Rapids.

Officials want to remove four concrete dams, located between Bridge Street and Fulton Street, and replace them with natural rocks and boulders to form waves, pools and shallower, faster moving sections known as riffles. The project, being led by the city of Grand Rapids and Grand Rapids Whitewater, is seeking a permit from the state. A second phase of the project, which would remove the Sixth Street Dam, is on pause until permits are received for the initial phase.

Related: [Supporters urge state to approve long-awaited project restoring Grand River's rapids](#)

The greenway is designed to complement that rapids-restoration project.

It's meant to activate the riverfront with more recreation opportunities, and, as a spinoff benefit, spur the development of new housing and other business and economic activity in the area, officials say.

Overall, the greenway is multi-county project designed to connect pedestrian trails from Grand Rapids to Lake Michigan in Ottawa County. But the \$55 million provided to DGRI is expected to fund greenway projects between Riverside Park in Grand Rapids and Millennium Park in Walker.

Information provided by DGRI shows 36 projects are being considered.

They include efforts to redevelop Lyon Square in downtown Grand Rapids for an estimated \$9 million, as well as an estimated \$25 million for improvements at 201 Market Ave. SW, the site of a proposed 12,000-seat riverfront amphitheater.

Elsewhere on the list is a proposed trail connecting Grand Rapids to Lowell for an estimated \$28.7 million. Transforming the Coldbrook Pump Station, along Monroe Ave. NW just south of Leonard Street, into a park is listed for an estimated \$23 million.

With plenty of projects seeking funds, demand outstrips supply.

Of the 21 projects DGRI estimates could be completed by the end of 2026, \$42.6 million has been committed. That leaves a \$114 million funding gap, far larger than the \$55 million DGRI has available.

"There's a lot of competition for funds off in the horizon," Brian Harris, chair of DGRI's Board of Advisors, said during a meeting last week.

Recommendations on which projects to invest in will first be considered by a 13-member "Greenway Advisory Committee" created by DGRI.

Members include Tim Kelly, president and CEO of DGRI; Sam Moore, executive director of the Kent County Parks Foundation; Grand Rapids Deputy City Manager Kate Berens; and Kara Wood, executive director of Grand Action 2.0, the group leading the work to develop the riverfront amphitheater.

The board of a new nonprofit, the Grand River Network, that was created by DGRI will then consider the committee's recommendation.

Its 14-member board includes Harris, chair of the DGRI's Board of Advisors, as well as Rick Winn, president of Amway Hotel Corporation, Grand Rapids City Manager Mark Washington, Kent County Administrator Al Vandenberg, and Ron Yob, chairman of the Grand River Bands of Ottawa Indians.

The Grand River Network board will then make a funding recommendation to DGRI's Board of Advisors. The date of the board of advisors next meeting has not been finalized but is listed online as either May 8 or May 18.

Guy said the dates on which the Greenway Advisory Committee and the Grand River Network will make their recommendations have not been finalized. But he said the meetings will be posted and open to the public. The initial funding allocations this spring are expected to account for a portion of the \$55 million, not the whole amount, he said.

"You're not just going to make one recommendation on all \$55 (million)," he said. "You might have this conversation three or four times as projects sort of evolve and understand what their budgets are, what they need and how they're moving forward."

South Bend Tribune

LIFESTYLE

Go north for more winter. Or seek these folks to plan year of adventures.



Joseph Dits

South Bend Tribune

Published 5:11 a.m. ET Feb. 22, 2023

Last week's rain, then snow left us a thin white dusting. Good for what? Tracking for snow, I watched online reports to the north. And, within a two-hour's drive Friday, I found surprisingly good snow for cross-country skiing and sledding just north of Holland, Mich.

The well-marked trails had a few inches of pillowy soft snow, which packed down to just an inch under my skis, at Pigeon Creek County Park. I skied past sunset, thanks to trail lights, and heard (I believe) a coyote serenade.

The snow there is withering, though I'm guessing that an icy base or patches may remain on the mostly wooded trails. But Michigan's snow line is holding on. A forecasted storm in the middle of this week could replenish trails and hills in the state's northern half, which also took a warm beating Sunday. Watch areas like Muskegon (Muskegon Winter Sports Complex with trails and luge, 877-879-5843) and Cadillac and Ludington and north of there to get more inches of snow.

But also realize that nearby downhill resorts are still skiing and have plans to keep it going into early March. In fact, active-duty and retired military get a free lift ticket and ski/snowboard equipment rental on Feb. 26 at Swiss Valley Ski & Snowboard Area in Jones. Bring your identification to qualify. And its Snow Cup Games at the beer garden on Feb. 25 include a frozen fish toss at 1:30 p.m., stein holding at 2:30 p.m. and snow shoe race at 3:30 p.m.

Meanwhile, biking and paddling seasons knock at our door. Got a plan?

Here are some events to find fellow adventurers with both experience and ideas for where to go.

Oh, and Pigeon Creek is at 12524 Stanton St., West Olive, three miles east of U.S. 31 (616-786-4847).

Plan your adventures

The annual Quiet Adventures Symposium — a gathering of adventurers, outdoor clubs and experts from Michigan and beyond — returns to a big, live event March 4 at Michigan State University.

This is a grand event to spark ideas for trips and learn more about “quiet” sports like hiking, biking, paddling, sailing, camping and so on. The symposium has been going on since the mid-1990s, and this year it seems good, life-affirming medicine after last week’s shootings on campus. Students returned for classes on Monday.

The symposium has been virtual the past two years. There won’t be a virtual component this time, but organizers don’t rule it out for the future.

There will be more than 100 exhibits, and typically, they’ve included some sweet, handmade canoes and kayaks, too.

The 34 speakers will cover, among other topics, paddling Prince William Sound in Alaska, biking Michigan’s Upper Peninsula, hiking the North Country Trail, avoiding tick bites, community youth biking programs, gravel biking, the basics of stand-up paddleboarding, the wolves and moose of Isle Royale, bears, and the pros and cons of e-powered recreation (a panel discussion with the League of American Bicyclists). The League will have information about various Michigan bike tours, too.

Kids ages 5-18 will find hands-on educational activities from 4-H volunteers on topics such as entomology, soils, fisheries and marine life.

The symposium will run from 9 a.m. to 5 p.m. at the Michigan State University Pavilion, 4031 Farm Lane Road, which is south of Mount Hope, East Lansing. Admission at the door costs \$20 per person, \$5 for students and free for those 11 and younger. Advance tickets can be bought for \$15 online through Feb. 28. Learn more at quietwatersociety.org.

Paddle Michiana meet-up

The Facebook group Paddle Michiana will gather at 6 p.m. Feb. 25 in the deli at Martin's Super Market, 3800 Mishawaka Road, Elkhart, to plan local and regional paddling trips for

this year. Grab some food and head upstairs (there's an elevator if needed).

The group regularly meets up. Members pitch in to lead trips, and they already have sights on places like the Pine River, Turkey Run and Chain O' Lakes state parks and others. There are races and festivals to learn about, too.

Paddle Michiana invites anyone to bring their own ideas for places to paddle, good weekend trips or other suggestions to this meeting.

You'll meet the group's Facebook page manager, Margaret Easton, who was just named the Indiana state director for the American Canoe Association, which focuses on education, stewardship and races. Not surprisingly. She's been a true local paddling advocate in recent years, having worked to educate the public about the sport and having represented paddlers on the Indiana Division of Natural Resources' Trails Advisory Board. She knows her stuff.

Bicycles and ...

■ **Race team:** Pumpkinvine Cyclery will host a kickoff meeting at its Middlebury bike shop at 6 p.m. today, Feb. 22, for its racing team that focuses on gravel and mountain bike races. It's open to anyone interested.

■ **Warsaw swap meet:** The KCV (Kosciusko County Velo) Cycling Club will hold a swap meet for used bikes and bike gear at 7:30 p.m. Feb. 28 at Mad Anthony's Lake City Tap House, 113 E. Center St., Warsaw. For more information, visit kevcycling.org.

■ **South Bend bike swap and ski sale:** The annual bike swap meet at St. Patrick's County Park in South Bend will return from 11:30 a.m. to 2 p.m. March 26 in the park's big red barn. On the same day, the park will piggyback and also sell off its own used cross-country skis and boots from noon to 4 p.m. in the white barn.

■ **Melting Mann to start at Swiss:** The 10th annual Melting Mann bike race on March 25 will move its start/finish point this year from Vandalia to Swiss Valley Ski & Snowboard Area in Jones. So it will launch right at the tricky, sandy entrance to Mann Road, the race's namesake. Mann is known for its hilly challenge and how a certain low point can turn muddy. It is among the many dirt and gravel roads featured. We'll look at the ins and outs of what the new start means in a future column. Race either 24, 35 or 60 miles. Cost is \$65, including food and beverages. Details at meltingmann.com.

■ **PALM ride from New Buffalo:** The annual PALM (Pedal Across Lower Michigan) bike

This year, its first day of the six-day tour goes 37 miles from New Buffalo to Niles, then proceeds eastward, reaching Trenton, near Detroit, for the finish. The longest day on this family-friendly ride will be 55 miles. The tour runs from June 17 to 23 and offers camping and meals. Find details at www.palmbiketour.org.

Black history in park

Did you realize that Potato Creek State Park in North Liberty and points east of it bear key sites in local Black history?

Samuel Huggart, a free African American, brought his family and settled there in 1834. They were part of a community of anti-slavery Quakers who played roles in the abolition movement. Other Black families then settled and farmed near the Huggarts.

When they died, the residents were buried in the Porter-Rea Cemetery for both Blacks and Whites, now enveloped by Potato Creek. Marked with a historical sign, it intersects with Trail 4 along Worster Lake.

The Indiana Department of Natural Resources has a StoryMap website, linked [here](#) online, that details more about the Huggart Settlement. It offers a map that shows a few key points in the cemetery and a map with a few historic sites east of the park, including Olive Branch United Brethren Church, founded in 1878. It's worth studying as we close out Black History Month.

Animals

■ **Tracks and Snacks:** Kids ages 5 and older will learn tricks for identifying animal tracks along park trails and also get hot cocoa and a snack from 10 to 11 a.m. Feb. 25 at Cobus Creek County Park in Elkhart. Register by today, Feb. 22, at elkhartcountyparks.org.

■ **Spring turkey hunts:** The Indiana Department of Natural Resources has just begun taking applications for spring turkey reserved hunts at state properties across Indiana. You can apply through March 19 at on.IN.gov/reservedhunt, where you'll find the list of sites that are available. You must have a hunting license for the hunt you're seeking. Hunters will be selected through a random computerized draw.

Find columnist Joseph Dits on Facebook at [SBTOutdoorAdventures](#) or 574-235-6158 or jdits@sbtinfo.com.



Present: Joe Bush
Lukas Hill
Kelly Rice
Paul Sachs

Staff: Jason Shamblin, Director (present of items 3 to the end)
Curt TerHaar, Coordinator of Park Planning & Development
Jason Boerger, Coordinator of Park Maintenance & Operations (via Teams for items 1-5)

Grose Park Master Plan Update

The recent February Parks Commission discussion on this topic was reviewed especially regarding communication with Polkton Township. Staff noted that the backstop has already been removed, and details of the project are being developed including exact seed mix. The next step will be to herbicide the area to kill existing turf grasses and invasive species prior to reseeding. TerHaar had visited the site recently to confirm that other space is available for playing catch or frisbee since that seemed to one of the concerns. The committee recommended that the Township be contacted to inform them of our plans.

Dog Rules

TerHaar and Boerger reviewed the current rules and approach to providing beach space and time for dog owners at Kirk Park. Rules were changed after the access to the dog beach was lost when the stairway near the south property fell into the lake during high water. Since that time, all beach users have had to use the main north stairs to access the beach with dogs allowed only in the morning and evening when regular beach use is not high. There is some concern that with the new pay station system, park staff will not be able to alert people to the rules at the entrance booth to minimize rule violation. Suggestions for allowing dogs on the beach all the time or to designating dogs only south of the main stairs were discussed. The committee concurred with leaving the current rules in place for the 2023 season and re-evaluate for next year.

North Ottawa Dunes

The preliminary estimate for trees damaged in North Ottawa Dunes due to pumping water from North Holiday Hills was reviewed. This estimate utilizes a new software program called *iTree* that appears to be well suited to this type of situation. The data is being tested and finalized and will be incorporated into the report that was prepared earlier. In addition, staff will begin looking at specific projects that address the damage.

Pigeon Creek Park Trails

TerHaar presented the preliminary summer trail map for Pigeon Creek Park (and Pigeon Forest Open Space north of Stanton). He noted that trails were added to the property acquired north of Stanton in the fall, and those trails were incorporated into new trail maps that were installed in time for the winter ski season. It is now time to install the summer version of these maps. TerHaar noted that there had been some discussion in years past about eliminating equestrian use south of Stanton if additional trails were available north of Stanton, and now would be the time to make that decision. However, TerHaar noted several reasons that this might not be desirable including that the north trail is not nearly as scenic and desirable a trail as the south side and that the long-term goal would be to expand equestrian use on the south with additional property acquisition. The committee agreed to keep the equestrian trails as is. The newest trails would then be open for hiking and biking only.

Park Township Water Safety Proposal

TerHaar reported on a recent phone conversation with Park Township Manager Howard Fink. The Township is seeking to implement a public safety program utilizing jet skis and potentially a boat to provide emergency services on Lake Michigan. His initial request was for Parks to provide a location for a jet ski to be docked at the Ottawa Beach Marina. This would likely also require a designated parking spot for an emergency responder. The committee discussed the

potential complications of this proposal, and also questioned if the Sheriff had been consulted since they are already operating out of the old Coast Guard station. That facility would seem like a better location since it has a nice dock and is already functioning for emergency services as well as for the MDNR. Shamblin will follow up with the Sheriff to get additional information.

Rosy Mound Stairs

TerHaar explained that staff have been reviewing options to replace the north stairs at Rosy Mound that were lost due to the historically high Lake Michigan water levels in 2019-2020. There is currently no park funding, and the discussion to this point is that replacement of the stairs might best be done when potential expansion of the trail system occurs after the acquisition of the additional property to Rosy Mound. However, the adjacent Terry Trails neighborhood has an interest in replacing the steps as soon as possible since it is the main access to the beach for many of their members. Most recently, the neighborhood has again approached park staff about replacing the stairs with the additional offer to pay for the project if the costs are reasonable.

Park staff agreed to put out an RFP for this work to be done in accordance with park standards to get an actual price. Results of this process and the status of paying for the work by the neighborhood will be presented at the March Parks Commission meeting.

Coastal Resiliency Grant Reapplication

TerHaar provided an update on the National Fish and Wildlife Federation (NFWF) Coastal Resilience Grant application. In 2022, an application was submitted for \$275,000 in funding for preliminary design and public outreach for proposed shoreline and wetland enhancements at two key Grand River Coastal Corridor properties: Ottawa Sands and Harbor Island. This application was submitted with the support of the City of Grand Haven. In November 2022, the application was denied for funding. However, the NFWF staff provided positive feedback on the proposed project and indicated it was possible that the application could be reconsidered in 2023 due to the potential for additional funding.

In late February, the NFWF informed staff that this application was officially being reconsidered and requested additional information. After discussing with the City of Grand Haven, the additional information was provided. Funding decisions could be provided in May 2023. If the application is denied for this second chance funding, there will be an opportunity to re-submit for the regular 2023 funding cycle later this year.

Trail Signage Coordination

TerHaar explained that the West Michigan Trails and Greenways Alliance (WMTGA) has been coordinating a regional planning process to develop a regional trail wayfinding signage standard. Toole Design, which works on design projects nationally, has led the process and is developing the signage. In consultation with stakeholders and following a public input process, a preferred option has been designated.

As a next step, West Michigan Trails is looking for regional pilot areas for installing the signs. One possible area is northwest Ottawa County where several regional trails intersect – especially the Idema Explorers Trail, North Bank Trail, and the Spring Lake Lakeside Trail. The North Bank Trail has already expressed an interest in participating.

The committee expressed interest in the idea with a desire to maintain the unique character and branding of the Explorers Trail. Staff will continue to discuss this with WMTGA and develop some more detailed concepts for how these signs would be integrated into our current designs.

Property Issues

Several updates were discussed.



Present: Kelly Rice
Jane Longstreet
Linda McAffrey

Staff: Jason Shamblin

Review March 2023 Meeting Agenda

- Donation of Observatory and Furnishings
- Bend Area Expansion Phase III Michigan Department of Natural Resources Trust Fund Grant Agreement Amendment
- Michigan Department of Natural Resources 2022 Trailer Parking Contract Addendum

Project updates

2023 Priority Initiatives Update

- a. Staffing analysis
- b. Strategic planning
- c. Economic impact study

Partnerships

Trainings & Programs



Present: Jane Longstreet
Linda McAffrey
Allison Miedema
Jim Miedema
Kelly Rice

Staff: Jason Shamblin, Director
Curt TerHaar, Coordinator of Park Planning & Development
Kyle Roffey, Administrative Assistant
Jason Boerger, Coordinator of Park Maintenance & Operations

The following items were presented and discussed:

1. 2022 Budget wrap-up
 - a. 2022 - Final unaudited budget
2. 2023 year to date
 - a. 2023 Budget – Year to Date
 - b. 2023 Budget Adjustments
3. 2023 ongoing CIP projects
4. 2023 CIP projects not recommended for funding.
5. 2024 Budget – Preliminary CIP Project review – Idema Explorers Trail – Bass River West Phase 2, with an estimated project budget at \$956,000. Funding for this segment will come from state grants.
6. Preliminary MEMBA MOU – Review
7. Annual Step it Up MOU with OCDPH – Review
8. Review Facility Reservation Fee Analysis and proposed Policies – additional work session to be scheduled in April.

The meeting adjourned at approximately 4:35 pm



Present: Jane Longstreet, Linda McAffrey, Kate Harmon, Kelly Rice
Staff: Jason Shamblin, Jessica VanGinhoven

2023 Event Calendar

The committee reviewed upcoming event dates. A future Board of Commissioners Tour.

Newsletter RFP

Parks staff recently worked with fiscal services to create a new newsletter RFP as the previous contract was dissolved due to the paper not being available globally.

Grant Update

The committee discussed the Expanding Nature Education grant (GHACF). The committee reviewed the promotional video for Parks for All.

The committee also reviewed the most recent report from the Frost Center in relation to the Art in the Parks grant. This grant, led in partnership with Hope College, has allowed Parks staff to explore meaningful ways to connect with residents in Holland through art and nature program.

Annual Report

VanGinhoven shared that the due date for the FY2022 Annual Report to the Board of Commissioners was moved up by a month. This does not allow time for the Community Engagement Committee or the Parks Commission to review the document in advance. The annual report will be included on the March Parks Commission meeting agenda.

Honorary Trails

A request for an honorary trail naming prompted this discussion. Although the current naming policy doesn't address trail naming, it was generally agreed that trail/landmark naming was best suited for very special circumstances. Alternative ideas for honoring long-time volunteers included: plaques, benches, and/or named service awards. The Operations division will provide a list of all honorary trails and markers to the commission prior to any recommendations or decisions.

Adjourned at 4:45 pm

Action Request

Electronic Submission – Request # 243



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: APEX CONTRACTORS

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: 10A OTTAWA SANDS TREEHOUSE BID AND CONTRACT

Suggested Motion:

To accept the bid from Apex Contractors, Inc. for construction of the Ottawa Sands treehouses at a cost of \$1,667,000 and forward to the Board of Commissioners for final approval.

Summary of Request:

Ottawa County Parks has been developing plans for the first phase of improvements at Ottawa Sands in accordance with grant funds provided to the Ottawa County Parks Foundation by the Idema Foundation. A contract for the first major portion of improvements including construction of elements of the Idema Explorers Camp was approved in December 2022, and these facilities are currently under construction. The proposed contract complements and completes the current project by constructing three raised tree houses that add additional overnight accommodations to the campground.

Financial Information:

Total Cost: \$1,667,000.00

Parks Fund Cost: \$1,667,000.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date: 4/4/2023



**Ottawa County Parks &
Recreation Commission**

12220 Fillmore
West Olive, Michigan 49460

Proposal Tabulation
Ottawa Sands - Tree Houses
February 10, 2023, 11:00 am

	COMPANY (BIDDER)	Bid Bond	Addendums Received	BASE BID	COMMENTS
1	Apex Contractors, Inc.	X	X	\$1,667,000.00	Current budget is \$1,276,611
2	Pushaw Builders, LLC	X	X	\$1,747,738.49	
3					
4					
5					
6					
7					
8					
9					
10					

Action Request

Electronic Submission – Request # 247



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: SAAA

Requesting Department: PARKS AND RECREATION

Submitted By: SHAMBLIN

Agenda Item: 10B DONATION OF OBSERVATORY AND FURNISHINGS AT HEMLOCK CROSSING

Suggested Motion:

To accept the donation of the Hemlock Crossing Observatory and furnishings at an approximate value of \$95,000.

Summary of Request:

As discussed at the March 13, 2023 Executive Committee, the Shoreline Amateur Astronomy Association (SAAA) worked in partnership with the Parks Commission to raise funds and plan for the construction of an observatory at Hemlock Crossing Park. With fundraising complete and plans finalized, construction began in the fall of 2021 and the observatory opened October 8, 2022. SAAA contributed \$73,500 to the community with the donation of the site improvements and the observatory building at Hemlock Crossing, including the Schmidt-Cassegrain telescope, as outlined in the July 7, 2021 Hemlock Crossing Park Observatory Partnership Agreement. SAAA's contributions, combined with the Parks Commission's \$21,445.73 towards concrete construction, electrical work, and parking lot light modification, bring the total cost to construct and outfit the observatory to \$94,945.73.

Thank you to SAAA's members and volunteers for their tireless energy volunteering over 1,900 hours researching, planning and assembling the building and completing the installation and calibration of the telescope and equipment. The Observatory at Hemlock Crossing is the first observatory open to the public in Ottawa County. SAAA's generosity of time and resources have ensured the next generation of scientists will have an opportunity to explore the wonders of the universe.

Financial Information:

Total Cost: \$94,945.73

Parks Fund Cost: \$21,445.73

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

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:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:



**Ottawa County Parks &
Recreation Commission**

Jason D. Shamblin

Director

March 13, 2023

Francisco J. Roldan
Observatory Director
Shoreline Amateur Astronomy Association
P.O. Box 201,
West Ottawa, MI 49460

Dear Frank:

Thank you to the Shoreline Amateur Astronomy Association (SAAA) for your generous contribution of \$73,500 to the community with the donation of the site improvements and observatory building at Hemlock Crossing, including the Schmidt-Cassegrain telescope, as outlined in the Hemlock Crossing Park Observatory Partnership Agreement. SAAA's contributions, combined with the Parks Commission's \$21,445.73 towards concrete construction, electrical work and parking lot light modification, bring the total cost to construct and outfit the observatory to \$94,945.73. As you're aware, the observatory was constructed over the past year and opened October 8, 2022. Your generous contribution is helping to further the exploration and education of space and astronomy.

Thank you to your members and volunteers for their tireless energy volunteering over 1,900 hours researching, planning and assembling the building, and completing the installation and calibration of the telescope and equipment. The Observatory at Hemlock Crossing is the first observatory open to the public in Ottawa County. SAAA's generosity of time and resources have ensured the next generation of scientists will have an opportunity to explore the wonders of the universe.

Sincerely,
Ottawa County Parks and Recreation Commission

Jason D. Shamblin
Director

cc: Peter Burkey; President

*Kelly Rice, President · Jane Longstreet, Vice President · Linda McAffrey, Secretary · Amanda Price, Treasurer
Joe Bush · Kate Harmon · Lukas Hill · James Holtvluwer · Allison Miedema · Jim Miedema · Paul Sachs · Kyle Terpstra*

Nature Education Center 8115 West Olive Rd, West Olive, MI 49460
Administrative Office 12220 Fillmore St, West Olive, MI 49460

616-786-4847 miOttawa.org/parks
616-738-4810 ocparks@miottawa.org

Action Request

Electronic Submission – Request # 246



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: ANNUAL REPORT

Requesting Department: PARKS AND RECREATION

Submitted By: SHAMBLIN

Agenda Item: 10C 2022 OTTAWA COUNTY PARKS AND RECREATION COMMISSION ANNUAL REPORT

Suggested Motion:

Information Only

Summary of Request:

In accordance with the Rules of the Ottawa County Board of Commissioners: Annual Reports - All County Departments shall present an annual written and oral report. Staff presented the Annual Report to the Board of Commissioners at the March 14, 2023 meeting.

Financial Information:

Total Cost: \$0.00

Parks Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:



Oct 1, 2021 - Sep 30, 2022

ANNUAL REPORT

Ottawa County
Parks & Recreation



Hike. Bike. Ski. Explore.



PARKS & RECREATION

The Ottawa County Parks and Recreation Commission was created in 1987 to oversee the management and operation of the county parks system. Since then, we've grown from 9 parks and 400 acres!

2022 AT A GLANCE

27

County Parks

7,353

Acres

150+

Miles of Trail

15

Open Spaces

GROWTH IN 2022

We acquired three open spaces and 96 additional acres in 2022.



"We are so proud of the growth in 2022 and look forward to the many exciting projects coming up in 2023!"

JASON SHAMBLIN

Director

MISSION

The Ottawa County Parks & Recreation Commission enhances quality of life for residents and visitors by preserving parks and open spaces and providing outdoor and natural resource-based recreation and education experiences.



GOALS

- 1 Preserve and manage park and open space lands which protect and enhance significant landscapes and natural communities, to benefit both people and wildlife.
- 2 Provide high quality outdoor and natural resource-based recreation opportunities for residents and visitors of all levels of ability.
- 3 Promote understanding and appreciation of the natural and cultural history of Ottawa County, and awareness of Commission-operated facilities, programs, and services.
- 4 Ensure organizational sustainability.

Grand River Greenway



The Greenway Vision

The Grand River Greenway is a model ecological and cultural corridor along the Grand River. It will preserve significant natural, historical and cultural features as well as promote healthier and more vibrant communities.

Constructing Connections

With the construction of two major connections in the Jenison Area, significant progress was made on the Idema Explorers Trail in 2022.

The Bill Idema Moraine Nature Segment connects Grand Ravines to Grand River Park. This beautiful segment of trail includes ADA-accessible boardwalk, as this area is often susceptible to high water levels.

The Jenison Mill segment connects Ottawa County trails to Kent County trails and honors the late Peter Secchia! The final installation of the arch happened in FY23.

For more detailed information about the trail, visit: grandrivergreenway.org

Spoonville Trail Addition

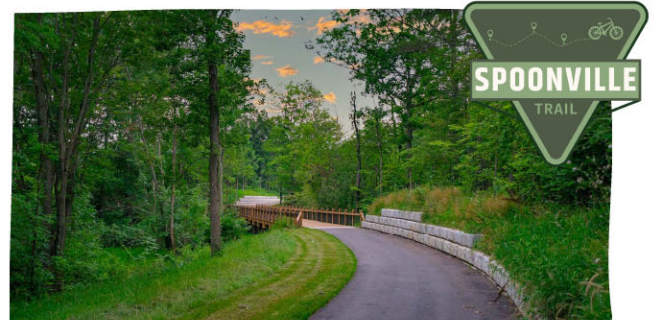
This year, Ottawa County Parks & Recreation assumed ownership and maintenance of the Spoonville Trail in Robinson Township. This award-winning 4.2-mile trail links the north and south sides of the river with a multipurpose path along the M-231 bridge. It also connects the Idema Explorers Trail and north side of the river to the North Bank Trail, closing the gap on the 24-mile Grand Crossings loop.



Bill Idema Moraine Nature Segment



Jenison Mill Segment



Spoonville Trail

Pigeon River Greenway

Observatory Groundbreaking



Over the summer of 2022, our long-time program partner, the Shoreline Amateur Astronomical Association, worked on installing West Michigan's first public observatory.* The site will house a 16-inch Schmidt-Cassegrain telescope and will be open to the public for programming in FY23.

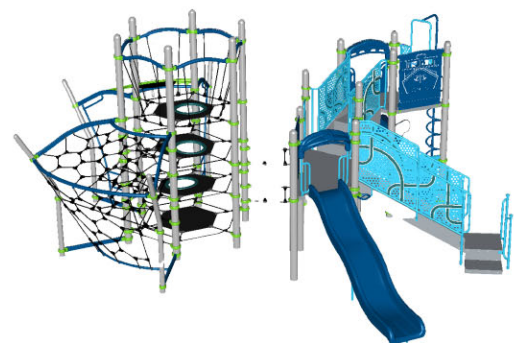
For more info and a video of the construction, visit: news.miottawa.org/public-observatory

*The observatory opened in early FY23.

Lake Michigan Coastal Greenway

Kirk Park Renovation

A Michigan Natural Resources Trust Fund grant was approved to provide improvements at Kirk Park. This renovation project will begin after the Summer of 2023 and includes restroom updates, an addition of swimsuit changing stalls, and a NEW playground! This project also includes the development of trailhead amenities for regional bike and water trails.



Community Engagement

Throughout this fiscal year, Ottawa County Parks and Recreation partnered with several groups to provide programs and events that benefit our community.

Ottawa County Sheriff's Department

Cops and Bobbers was a fishing event designed to bring Ottawa County Sheriff's and Parks employees alongside local youth, with a goal of introducing kids to fishing, conservation, and water safety, while building relationships with the people we serve.

Department of Public Health

In partnership with the Department of Public Health, we offered Step it Up, a free 8-week program designed to help residents get active and visit new parks. Over 70% of participants reported an improvement in their physical and mental health as a result of participating in the program.

Historic Ottawa Beach Society

Visitors to the Nature Center at Hemlock Crossing County Park learned the story of the SS Michigan through a partnership with the Historic Ottawa Beach Society and the Pump House Museum and Learning Center. Thank you for sharing the excellent Icebound exhibit with us!

Zee Bus



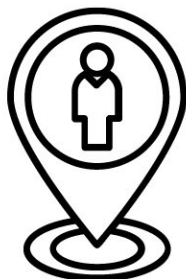
We collaborated with Zee Bus, a traveling library that rolls through the Zeeland area in the summer. Outdoor educators engaged children with nature activities and story time.

StoryWalks

Local libraries collaborated with Ottawa County Parks to continue offering StoryWalks to residents. People could walk and read the posted signs during park hours.

13,691

Visitors to the Nature Center at Hemlock Crossing Park



383

Total Private & Public programs offered



Youth at Cops and Bobbers



Family enjoying a StoryWalk



Kids working with an outdoor educator at a Zee Bus stop

Socials Stats

3,367

Followers on Instagram



15,139

Followers on Facebook



Follow us!

Instagram

@OttawaCountyParks

Facebook

@OttawaCountyParksandRecreation

Natural Resource Management

Ottawa Sands BioBlitz

Our second annual BioBlitz was held at Ottawa Sands in May. Scientists and the public scoured the park to document as many species as possible in one day to get a snapshot of the area's biodiversity while collecting monitoring data. Scientific experts from Michigan State University/Sea Grant, Encompass Socio-ecological Consulting, Great Lakes Audubon, Owashtonong Islands Audubon, Michigan Department of Natural Resources, National Oceanic Atmospheric Administration, and Martinus & Associates, volunteered their time to help monitor Ottawa Sands.



27

Total Taxa

154

Species

Includes plants, birds, macroinvertebrates, amphibians, fish, and reptiles.



■ Bluegill ■ Largemouth bass ■ Yellow Perch



Ottawa Sands shoreline that will undergo restoration in 2023.

Improving Habitat

With a \$400,000 subaward agreement for a Sustain Our Great Lakes grant through the National Audubon Society, an exciting project is underway at Ottawa Sands! This project aims to restore historic wetlands and create new wetlands for a total of 42 acres of high priority marsh. These areas represent some of the highest potential for Great Lakes marsh bird habitat creation and are in desperate need of restoration. Upon completion, visitors will see benefits such as fishing opportunities, bird watching, and photography.

Biodiversity Management

3,641 Acres managed for biodiversity

Nearly 50% of park property was actively managed for biodiversity throughout the Parks system. As a result of these efforts, seven park properties are effectively invasive free, now including North Beach!

Volunteering

Student Research



Ottawa County Parks and Recreation has been working with Karina White, a science teacher from Jenison High School, for almost a decade through the Adopt-A-Park program. White sought a project that would involve her students in research and benefit the parks. She landed on creating a citizen science-based protocol that can help monitor upland restoration sites. While wetland restoration can be monitored with programs like MiCorps, there isn't a comparable protocol for restored upland ecosystems.

White intends to continue monitoring the park to provide long-term data that will be used to inform management decisions such as prescribed fire schedule and invasive species management. This innovative project could be used by other organizations within Michigan and beyond.

7,080

Total *reported* volunteer hours



In Spring of 2022, 40 volunteers from Jenison High School identified and counted plants and insects at Grand Ravines to help provide long-term monitoring data.

536



Hours of labor worked by Park Stewards



Volunteers are critical. In FY22, we had many volunteers that helped keep our parks in great condition.

Eagle Scouts

Eagle Scout candidate Quinten Burlew cleaned up the Jenison Mill site in anticipation of the Idema Explorers Trail construction and candidate Beth Tenbrink installed hammock posts at Pigeon Creek Park.

Local Steward



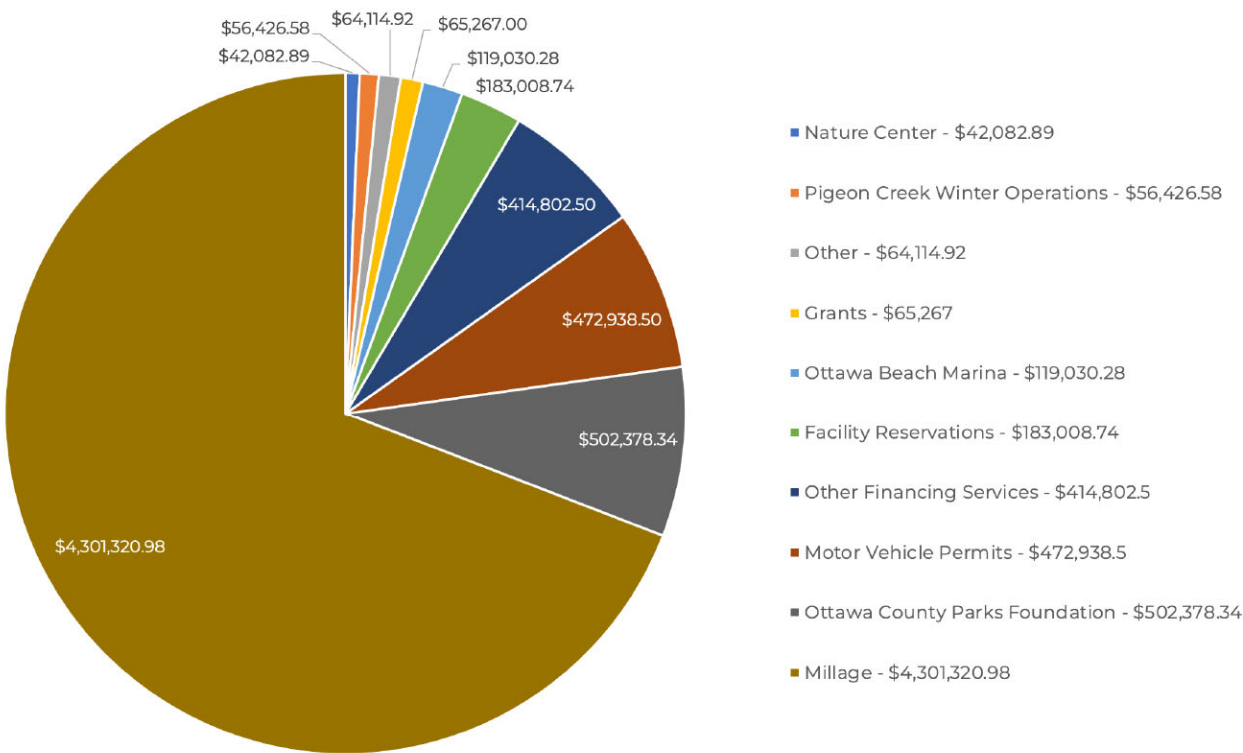
Rich Bosch's initiative and leadership has greatly improved the ecological health of Paw Paw Park by almost daily monitoring and removing invasive species; planting native species; and working with various volunteer groups.

Volunteer Groups

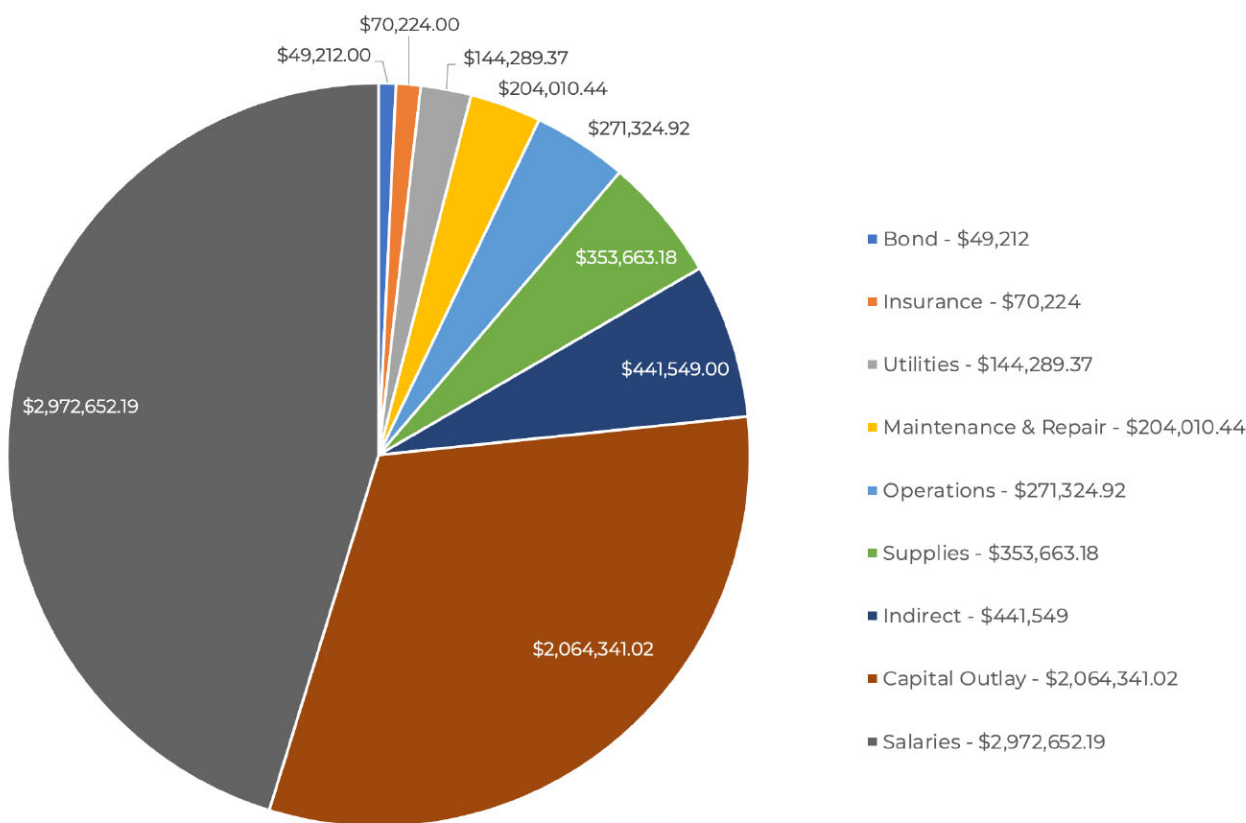
In total, we had 29 (schools/businesses/organizations) groups volunteer in our parks. They cleaned up beaches, removed invasives, and much more. We appreciate their time and dedication!

Revenue & Expenses

FY22 Revenue = \$6,234,831.22



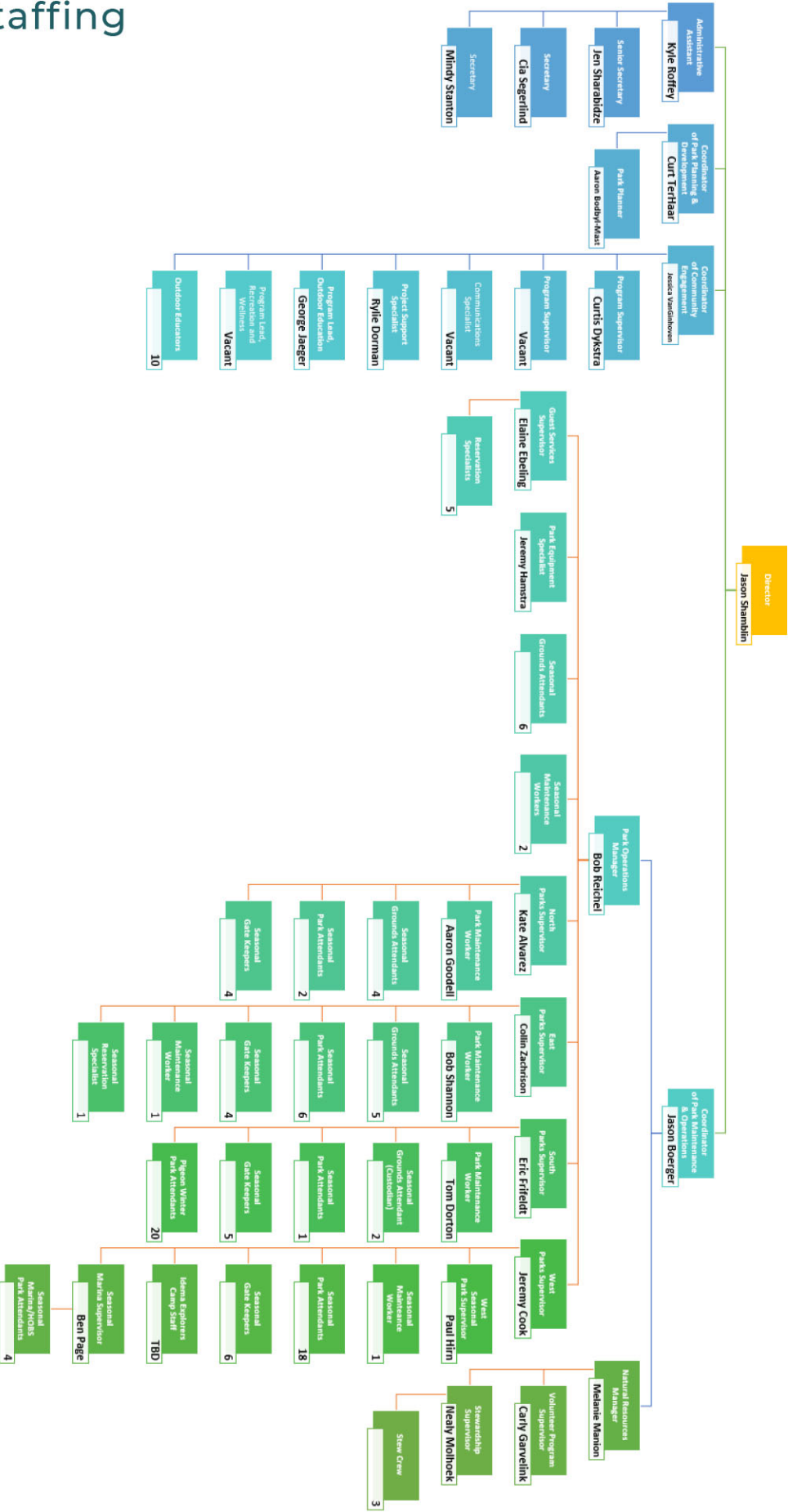
FY22 Expenses = \$6,605,646.42

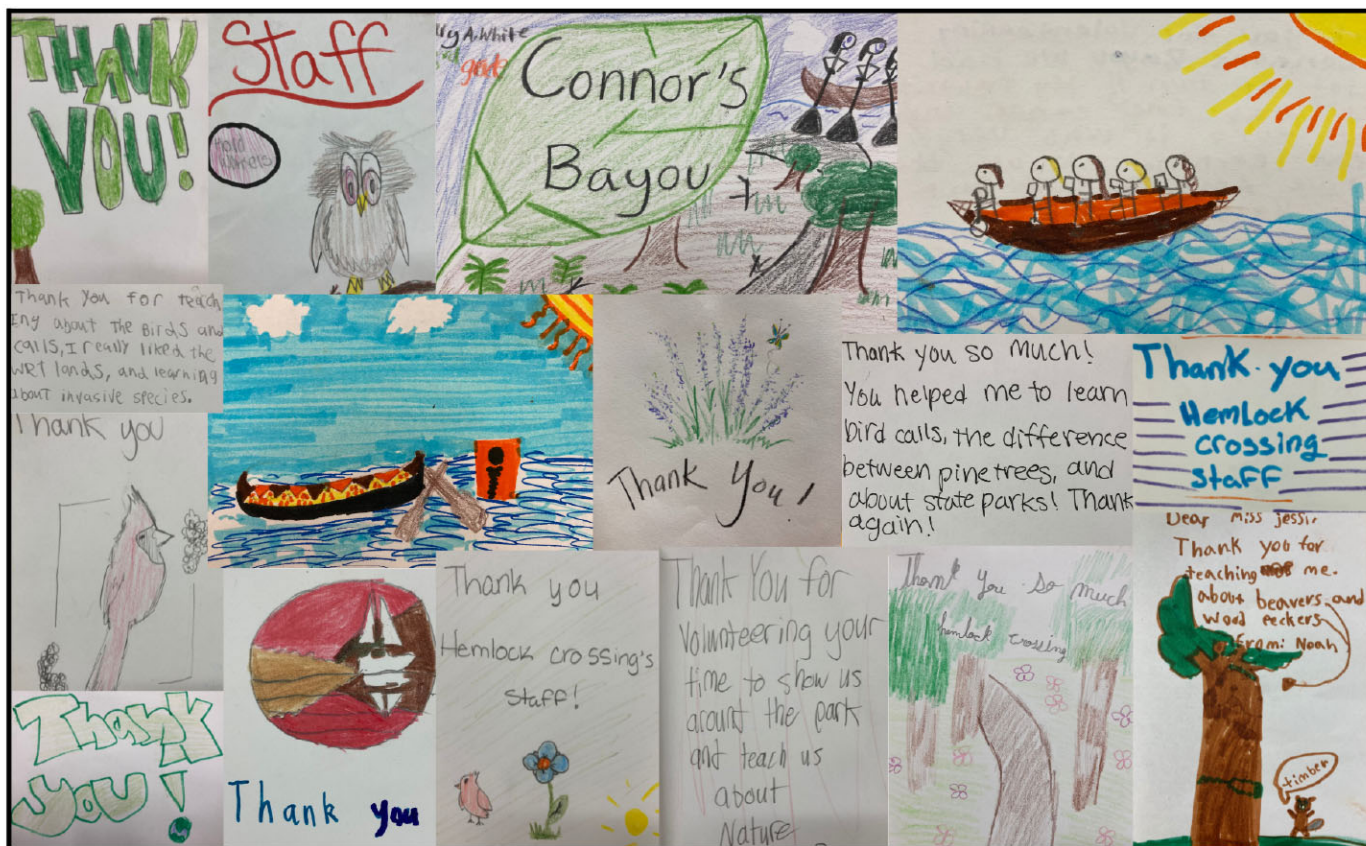


Property Data

Parks and Open Spaces	Acreage	Lake Michigan Frontage (feet)	River Frontage (Grand River, Pigeon & Macatawa) (feet)	Tributaries (Bass, Crockery, Deer, Rush, Sand) (feet)	Bayou & Inland Lake Frontage (feet)	Hiking Trails (miles)
Grand River Greenway						
Idema Explorers Trail	0	0	0	0	0	9.19
Stearns Creek	146	0	0	0	7,730	1.7
Connor Bayou	142	0	4,563	0	1,687	3.39
Crockery Creek Natural Area	334	0	2,640	12,762	0	1.75
Sheridan Landing (Other)	4	0	0	957	0	
Jubb Bayou (Open Space)	97	0	4,589	0	4,026	
Riverside Park	95	0	6,737	0	0	2.24
Bur Oak Landing (Open Space)	263	0	7,392	0	5,267	0.97
Bass River Open Space	47	0	0	3,090	0	
Eastmanville Farm	229	0	1,365	0	0	4.75
Eastmanville Bayou Open Space	157	0	9,364	0	8,300	1.49
Deer Creek Park	2	0	530	0	0	
Ripps Bayou (Open Space)	173	0	7,550	7,706	7,992	
Kuits Bayou (Open Space)	80	0	6,191	0	2,650	
Grand River Open Space	279	0	7,890	0	0	
Grand River Ravines	202	0	2,640	0	0	5.52
Grand River Park	162	0	2,505	0	0	3.43
Bend Area (Open Space)	421	0	10,032	0	33,263	4.41
Un-named Site - Georgetown Twp East	17	0	647	0	0	
Un-named Site - Georgetown Twp East	3	0	0	0	0	
Un-named Site - Georgetown Twp East	5	0	215	0	0	
Un-named Site - Georgetown Twp East	6	0	405	0	0	
	2,863	0	75,255	24,515	70,915	38.84
Pigeon River Greenway						
Hemlock Crossing/Pine Bend	239	0	7,920	0	0	6.25
Pigeon River	46	0	2,354	0	0	
Pigeon Creek Park	282	0	3,200	0	0	6.19
Pigeon Creek Forest (Open Space)	189	0	0	0	0	3.94
	756	0	13,474	0	0	16.38
Macatawa River Greenway						
Paw Paw Park						
West	50	0	2,063	0	0	1.33
East	122	0	4,815	0	0	3.16
Adams Street Landing	10	0	1,100	0	0	0.03
Hawthorn Pond	40	0	1,792	0	0	0
Black River Court Property	5	0	523	0	0	0
96th Ave Property	5	0	1,471	0	0	0
Upper Macatawa Natural Area	612	0	13,100	0	0	12.86
	844	0	24,864	0	0	17.38
Lake Michigan Coastal Greenway						
North Ottawa Dunes	593	0	0	0	0	9.37
North Beach Park	7	745	0	0	0	0
Ottawa Sands	345	0	5,740	0	8,400	3.5
Rosy Mound Natural Area	164	3,450	0	0	0	1.87
Kirk Park	68	1,850	0	0	0	2.01
Olive Shores	21	738	0	0	0	0.57
Tunnel Park	23	950	0	0	0	0.57
Historic Ottawa Beach Parks	58	756	0	0	2,560	0.96
	1,279	8,489	5,740	0	10,960	18.85
General Parks, Open Space and Trails						
Musketawa Trail	0	0	0	0	0	10.83
Un-named Site - Wright Township	8	0	0	0	0	0
Grose Park	45	0	0	0	823	1.58
Marne Bog (Open Space)	83	0	0	0	0	0
Robinson Forest (Open Space)	80	0	0	0	0	0.44
Johnson Street Forest (Open Space)	50	0	0	0	0	0
Hiawatha Forest (Open Space)	365	0	0	0	0	1.89
Hager Park	104	0	0	0	0	2.99
Port Sheldon Natural Area (Open Space)	440	0	0	0	0	2.55
VanBuren Street Dunes (Open Space)	120	0	0	0	0	1.51
Spring Grove Park	16	0	0	0	0	0.31
Riley Trails	300	0	0	0	0	10
	1,611	0	0	0	823	32.1
TOTAL	7,353	8,489	119,333	24,515.40	82,698	123.55

Current Staffing





THANK YOU FOR ANOTHER GREAT YEAR!

“ Quotes from the Community about Parks

"Ottawa County has wonderful parks."

-Joanne Holmquist-Dewinter

"Love the trails! Keep them coming."

-Sherly VanStedum about Jenison Mill Trail Construction

"These walks are so much fun! Gets you outside, guides share great nature insights, and you meet new people!"

-Juddy Tuttle about Step it Up

"Very exciting. I believe some of the yurts and tree houses will be universally accessible, too!" - Lukey Dukey about the Ottawa Sands Development

"I'm very excited for this. Such a great addition to our community"

-Daniel J Kroll about Jenison Mill Trail Construction

"Yay for invasive species removal!"

-Jackie C French

"All three grandkids said, "that was fun" when we finished our story walk!"

-Debra Evelyn about StoryWalks

"Thank you! I was there last week and was so happy to see so much beach back!" - Julie Molewyk about Parks employees grading North Beach

Action Request

Electronic Submission – Request # 251



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: OCDPH

Requesting Department: PARKS AND RECREATION

Submitted By: VANGINHOVEN

Agenda Item: 10D 2023 STEP IT UP MEMORANDUM OF UNDERSTANDING

Suggested Motion:

To approve and authorize the Director to execute the Ottawa County Department of Public Health MOU or one substantially similar. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.

Summary of Request:

The Ottawa County Department of Public Health (OCDPH) has partnered with the Parks Commission in coordinating and funding the Step it Up program. Each year a MOU defining the roles and responsibilities is developed and approved. The free, 8-week program offers group walks, an adventure series, weekly strength training, healthy eating tips, and provides accountability with physical activity goal setting and reporting. Through these program offerings, the goal is to get community members active, visiting new parks, exercising outdoors more frequently, and improving their overall health. See attached report from the 2022 program.

Financial Information:

Total Cost: \$3,075.00

Parks Fund Cost: \$0.00

Included in Budget: No

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

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:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:

Memorandum of Understanding

TO: Jason Shamblin, Ottawa County Parks & Recreation Commission (OCPRC)
FROM: Rajvir Kaur, Ottawa County Department of Public Health (OCDPH)
DATE: 3/13/2023
RE: Step It Up Fitness Program

Dear Jason:

We are excited about partnering with Ottawa County Parks and Recreation for the 2023 Step It Up fitness program.

This MOU will serve for 2023 Step It Up program (May 2, 2023 – June 24, 2023).

- The OCDPH will contract with OCPRC to lead at least 10 group activities prior to June 24, 2023, in Ottawa County. Estimated staff cost is \$3,075 for all 10 activities.
- OCDPH is unable to provide incentives due to grant funding restrictions, therefore, OCPRC will provide incentives pending approval and funding.
- In the event of an activity cancellation due to inclement weather, (as determined by OCPRC), funds for said activity will not be exchanged.
- Funding for this (\$3,075) will come out of 22106029-821000.

The OCDPH will reimburse the OCPRC \$3,075 upon receipt of invoice on or before 9/30/2023.

If you have any questions about this agreement, please contact Rajvir Kaur at (616) 393-5733.

Sincerely,

Rajvir Kaur
Health Educator
Ottawa County Department of Public Health

Agreed to on the ____ day of February 2023.



By____
Adeline Hambley, Health Officer
Ottawa County Department of Public Health

By_____
Jason Shamblin, Director
Ottawa County Parks and Recreation

STEP IT UP!



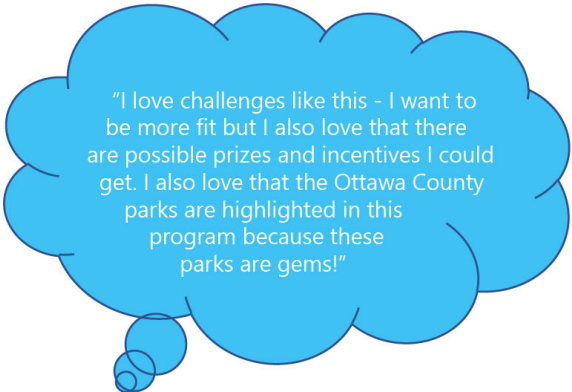
Ottawa County
Where You Belong

Introduction

The 2022 Spring Step It Up! Fitness Challenge & Adventure Series kicked off on April 11. The free, 8-week program offers group walks, an adventure series, weekly strength training, healthy eating tips, and provides accountability with physical activity goal setting and reporting. Through these program offerings, the goal is to get community members active, visiting new parks, exercising outdoors more frequently, and improving their overall health.

This document is organized into four sections:

- Participant outcomes
- Program participation
- Program components
- Participant demographics



"I love challenges like this - I want to be more fit but I also love that there are possible prizes and incentives I could get. I also love that the Ottawa County parks are highlighted in this program because these parks are gems!"

Highlights



Over 70% of participants reported an **improvement in their physical and mental health** as a result of participating in the program.



53% of program participants reported **participating in another Ottawa County parks program** either since last year (for returning participants) or during the 2022 Step It Up! program.

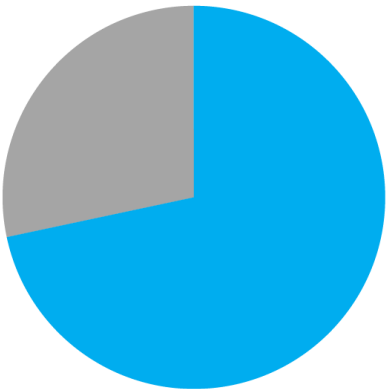


Over 50% of participants report **being more comfortable exercising outdoors and doing so more frequently** as a result of the program.

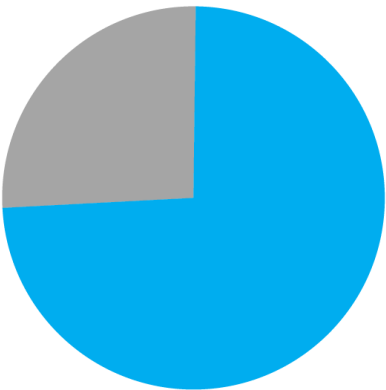


By the end of the program, **over 70%** of participants reported **meeting or exceeding the national health guidelines for weekly physical activity**. Up from just over 50% at the start of the program.

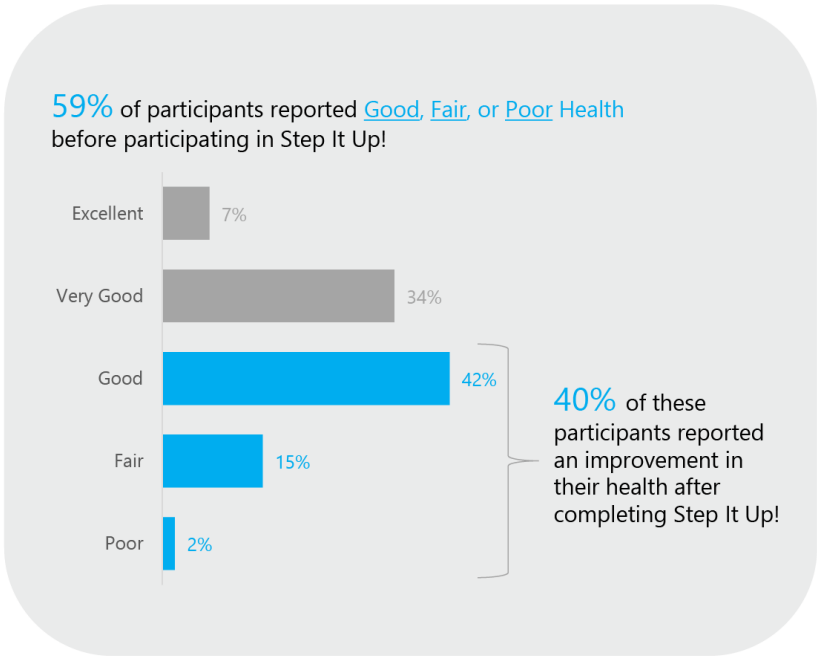
Participant Outcomes – Health



72% of participants reported that their **Health Improved** as a result of participating in Step It Up!

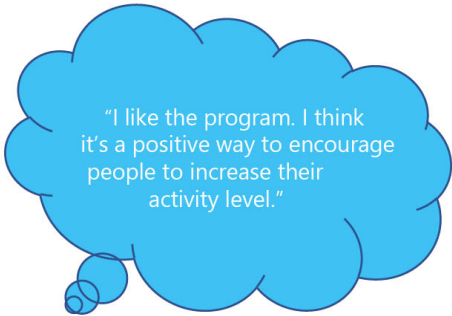


74% of participants reported that their **Mental Health Improved** as a result of participating in Step It Up!

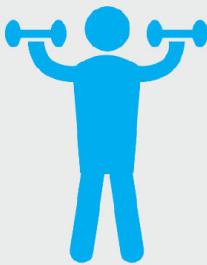
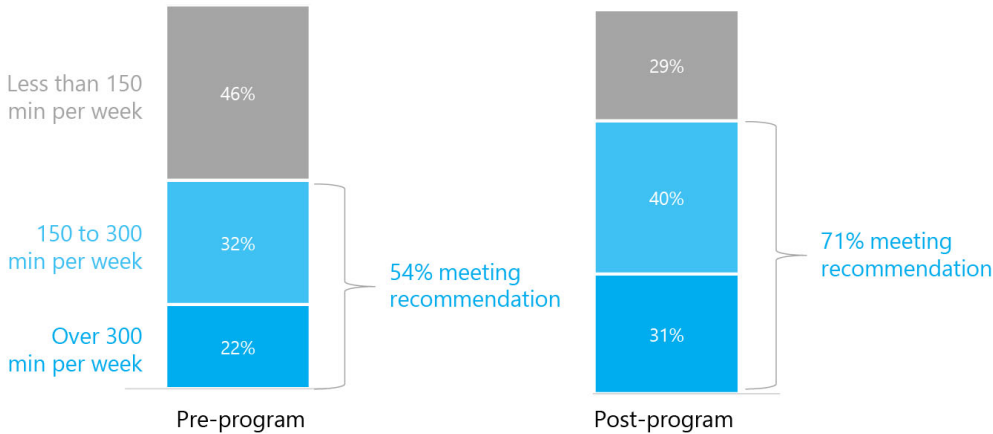


Notes:
Total responses by question: 219 – health improvement, mental health improvement, & health rating.

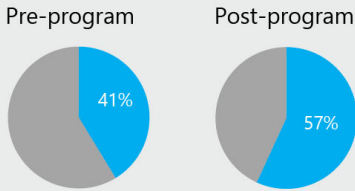
Participant Outcomes – Physical Activity & Strength Training



National health guidelines recommend that adults get at least 150 minutes (2.5 hours) to 300 minutes (5 hours) of physical activity per week. Before starting the Step It Up! program, 54% of participants reported meeting this recommendation. At the end of the program, 71% of participants reported meeting this recommendation.



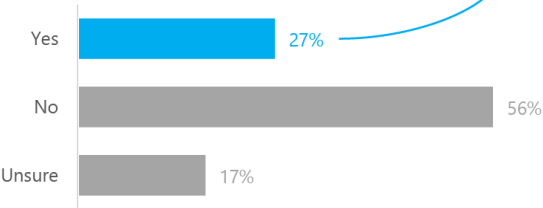
National health guidelines recommend that adults do muscle-strengthening activities on 2 or more days a week. Before starting the Step It Up! program, 41% of participants reported meeting this recommendation. At the end of the program, 57% of participants reported meeting this recommendation.



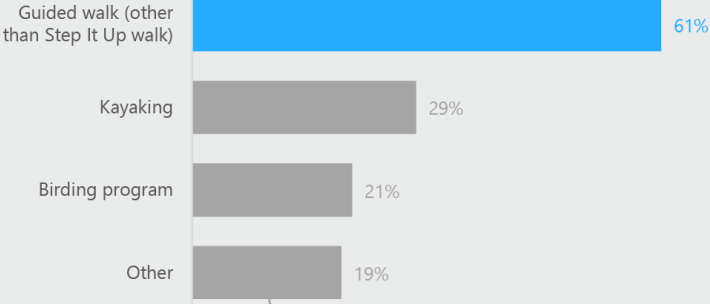
Notes:
Total responses by question: 219 – physical activity; 218 – strength training.

Participant Outcomes – Park Program Participation

27% of previous Step It Up! participants reported that they have participated in an Ottawa County Parks program since participating in Step It Up!



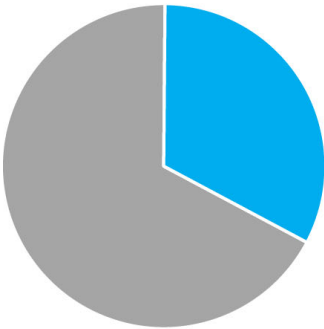
61% of previous participants who reported participating in an Ottawa County Parks program since participating in Step It Up! reported participating in a Guided Walk.



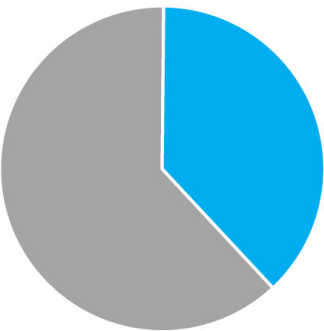
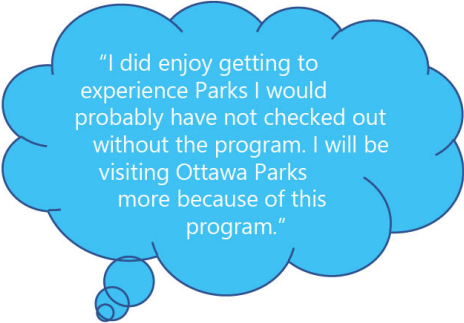
- Others include:
- Story walk (3 participants)
 - Boat ride
 - Coffee with Birds - gift for parents
 - Intro to Ottawa Parks
 - Kids programs
 - Outdoor discovery center archery
 - Snowshoeing
 - Tunnel Park

Notes:
Total responses by question: 311 – parks program participation; 72 – type of park program.
Participants could select multiple types of parks programs.

Participant Outcomes – Park Program Participation & Visits



32% of participants reported that they participated in an Ottawa County Park's program since the start of this year's Step It Up! program



38% of participants reported that they visited an Ottawa County Park that they had not visited before while in the Step It Up! program



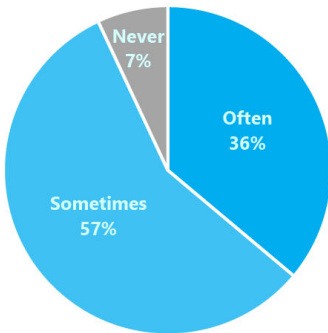
54% of participants rated Ottawa County parks as Excellent or Very Good before participating in Step It Up!



- Reasons include:
- Too busy (13 participants)
 - Parks not located near me (11 participants)
 - Unaware of parks (11 participants)
 - COVID-19 restrictions/safety (10 participants)
 - New to the area (10 participants)
 - Unsure (7 participants)
 - Lack of motivation (6 participants)
 - Winter weather (4 participants)
 - Injury (3 participants)
 - Don't like going alone (2 participants)
 - Other reason (2 participants)

Notes:
Total responses by question: 219 – park program & park visitation during program; 1,041 – parks rating.

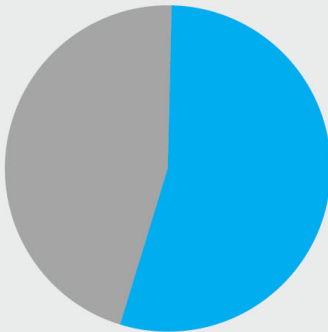
Participant Outcomes – Exercising Outdoors



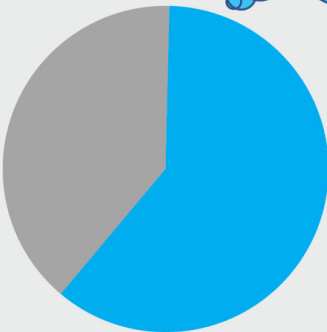
36% of participants exercised outdoors **often** before participating in Step It Up!



"I liked the program! It was a little extra motivation to get out and walk."



54% of participants reported that they are **more comfortable exercising outdoors** as a result of Step It Up!



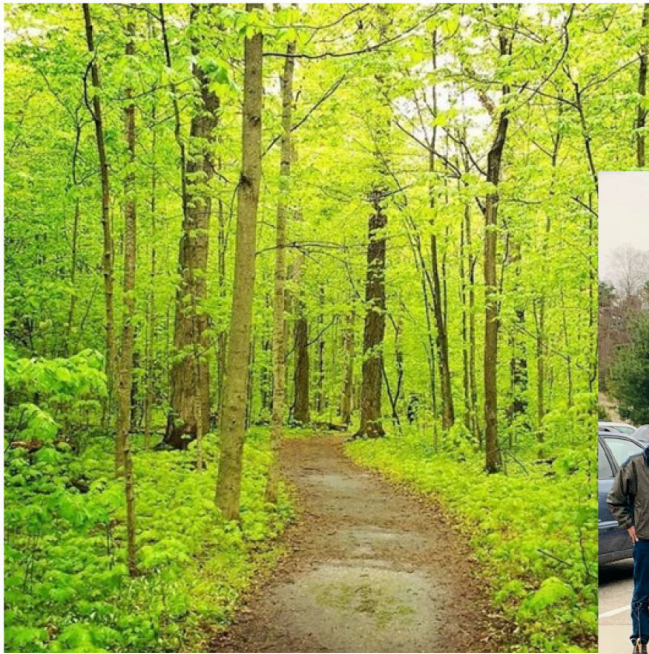
61% of participants reported that they are **exercising outdoors more frequently** as a result of Step It Up!

Notes:
Total responses by question: 1,061 – pre-program frequency of exercise; 219 – post-program frequency & comfort of exercise.

Program Components – Group Walks & Adventures

The Step It Up! group walks and adventure series continued this year with 22 group walks featured at parks throughout Ottawa and Allegan counties. Participants also had the opportunity to participate in an Adventure Series that includes activities such as kayaking and nature navigation.

26% of participants report attending at least one group walk.



"I totally enjoyed the program - the variety of the walks; the variety of the leaders; the variety of the parks. Thanks so much for this wonderful program! I am sorry it is coming to an end!"

Notes:

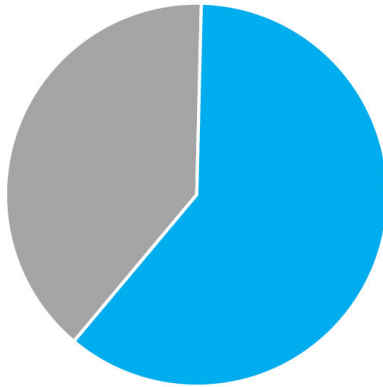
Total responses by question: 219 – group walk attendance.

Prepared by: Ottawa County Department of Strategic Impact (August 2022)

Program Components – Healthy Eating Tips

The partnership with Ottawa Food continued in 2022 to provide weekly healthy eating tips to participants. Provided to the right is one of the weekly tips shared this year.

Post-program feedback indicates that **72%** of participants reported **using the healthy eating tips** shared in the weekly emails.



Video to make Chocolate Cherry Energy Bites

realfoodcan.com



Chocolate Cherry Energy Bites



Tips from Ottawa Food, a Step it Up! program partner

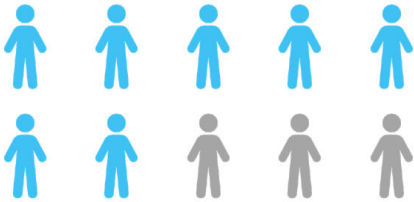
Notes:

Total responses by question: 219 – healthy eating tips.

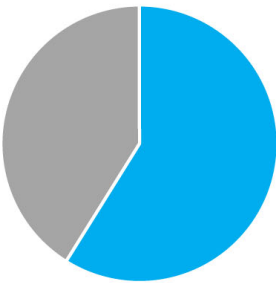
Prepared by: Ottawa County Department of Strategic Impact (August 2022)

Program Components – Goals & Reporting

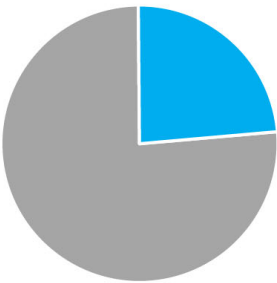
69% of participants chose to set a weekly physical activity goal.



59% of participants who chose to set a weekly physical activity goal reported achieving the goal they set by the end of the program.

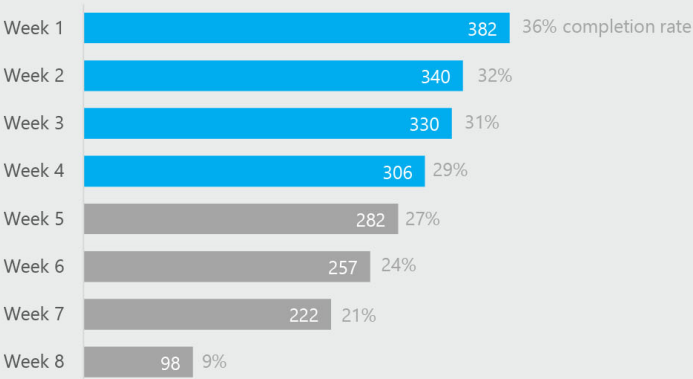


24% of participants who chose to set a SMART goal, in addition to the physical activity goal, reported achieving the goal they set by the end of the program.



Participants are encouraged to report minutes of physical activity at least once a week. As in previous years, all participants who report activity are entered into a weekly prize drawing.

Weekly reporting of physical activity ranged from a high of 382 participants (36% completion rate) to a low of 98 participants (9% completion rate). 75 participants (7%) reported physical activity for all 8 weeks.



Notes:
Total responses by question: 1,061 – goal setting & reporting; 219 – goal achievement.

Program Participation – Enrollment Rates



1,061 people enrolled in Step It Up! in Spring 2022.



“I think this was an amazing opportunity and I was glad that my school district encouraged us to participate!”

The Workplace and Community Wellness challenge continued this year to help employers and agencies get their employees and clients active.

11% of participants work at or are the spouse/child of one of the Workplace Wellness employers or joined through one of the Community Wellness agencies. 13 employers and/or agencies participated this year.

COMMUNITY WELLNESS

Perks for participating organizations:
Ottawa County Parks gift cards are available
as weekly incentive prizes for your employees!

IT'S TIME TO STEP IT UP!

✓ 8-week program

✓ All levels of fitness welcome

✓ Get active

✓ Free to participate

✓ Visit new parks

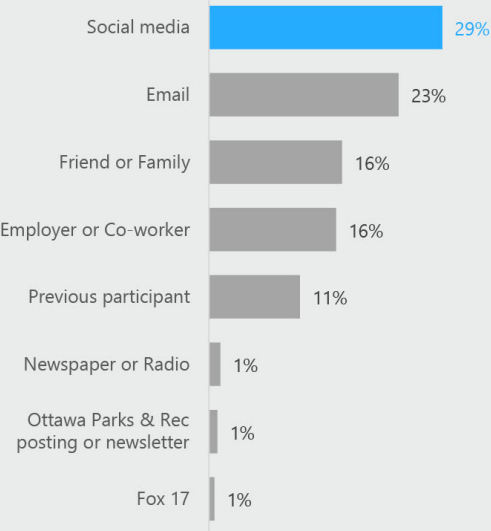
✓ Sign up online

STEP IT UP!

Fitness Challenge

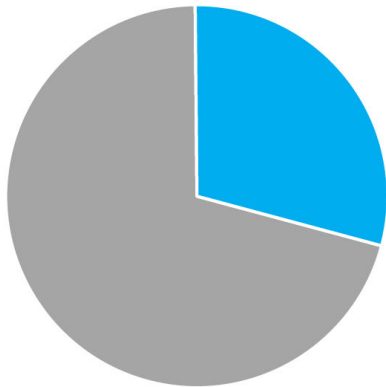
Adventure Series

29% of participants heard about the program through social media.



Notes:
Total responses by question: 1,059 – learned about the program. Responses of less than 1% are not included in the graph.

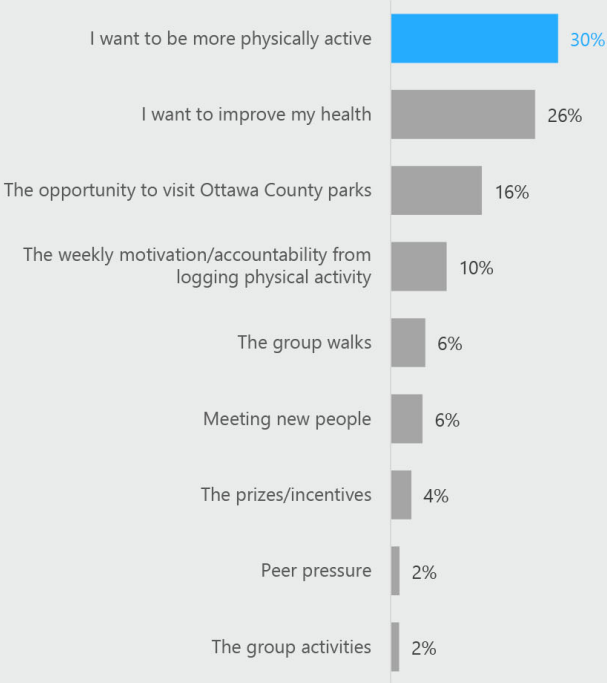
Program Participation – Motivation to Participate in Step It Up!



29% of people enrolled had previously participated in Step It Up!



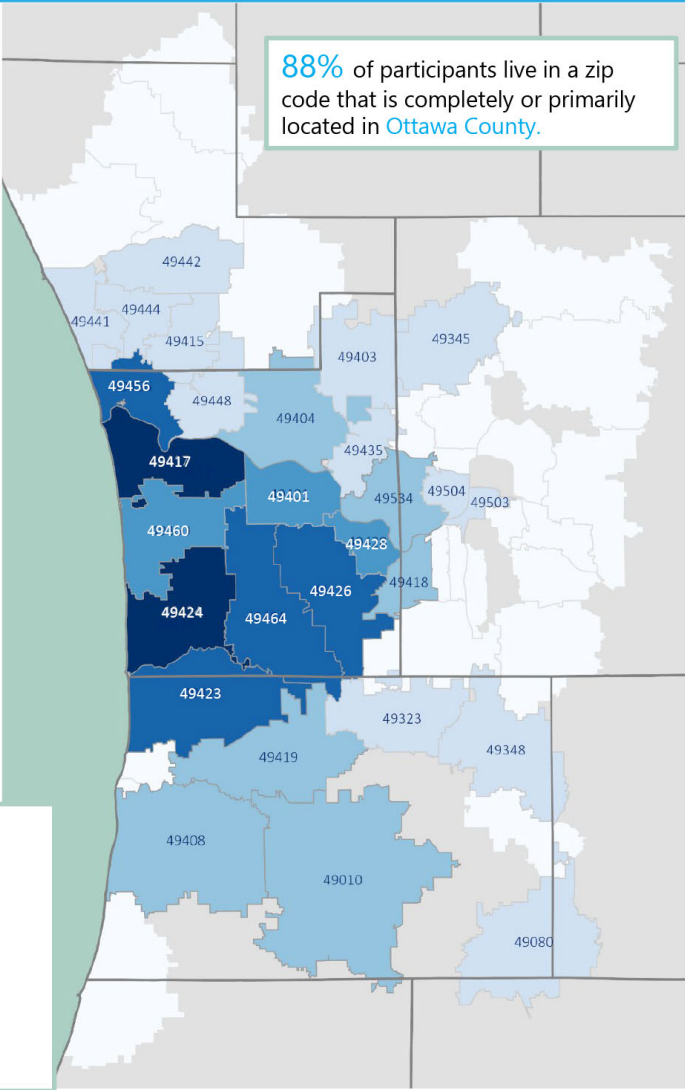
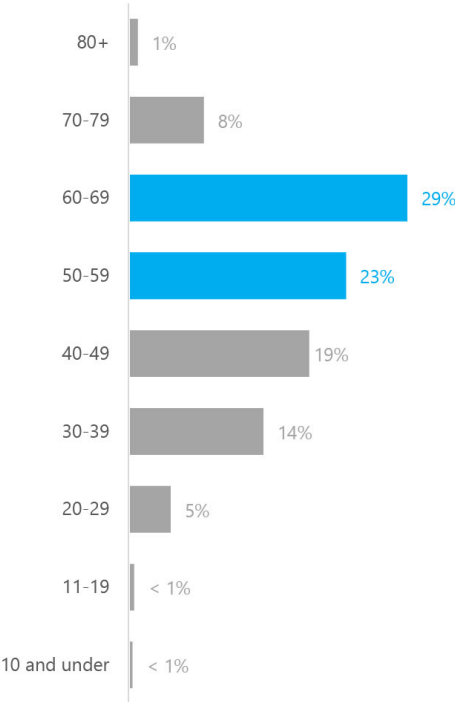
30% of participants identified 'I want to be more physically active' as the main reason for participating in Step It Up!



Notes:
Total responses by question: 1,061 – previous participant status; 1,059 – reason for participating.
Participants could select multiple reasons for participating.

Participant Demographics

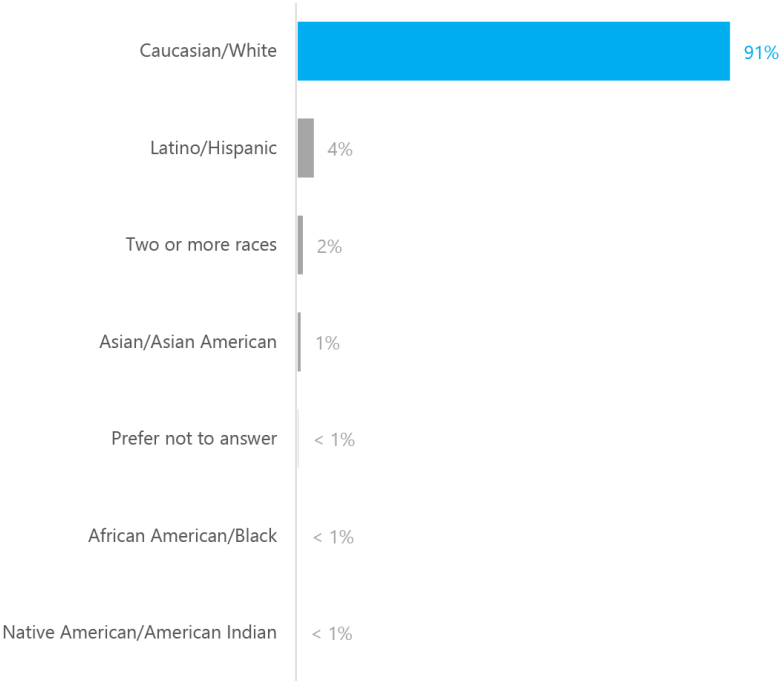
Over half of participants are in the 50- to 69-year-old age group.



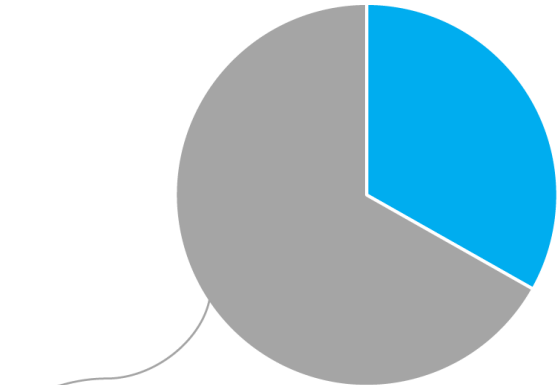
Notes:
Total responses by question: 1,051 – age group; 1,061 – zip code.

Participant Demographics

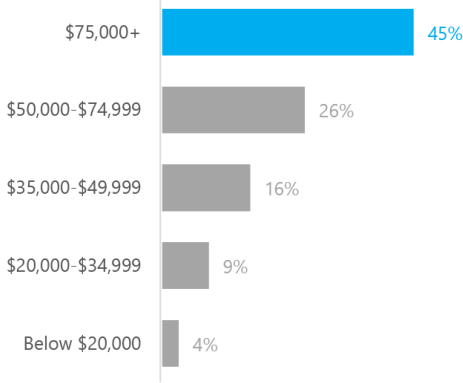
91% of participants are Caucasian/White.



33% of participants indicated that they preferred not to answer the question requesting annual household income.



45% of participants who provided household income information have an annual household income of \$75,000 or more.



Notes:
Total responses by question: 1,061 – race/ethnicity & household income.

Action Request

Electronic Submission – Request # 244



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: ROSY MOUND STAIRS

Requesting Department: PARKS AND RECREATION

Submitted By: TERHAAR

Agenda Item: 10E ROSY MOUND STAIRS

Suggested Motion:

To approve and authorize staff to execute an agreement, approved by Corporation Counsel, with the Terry Trails Association to fund the reconstruction of wood stairs at Rosy Mound and contract with the selected contractor. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.

Summary of Request:

Parks staff have been reviewing options to replace the north stairs at Rosy Mound that were lost due to the historically high Lake Michigan water levels in 2019-2020. There is currently no park funding, and the discussion to this point is that replacement of the stairs might best be done when potential expansion of the trail system occurs after the acquisition of the additional property to Rosy Mound. However, the adjacent Terry Trails neighborhood has an interest in replacing the steps as soon as possible since it is the main access to the beach for many of their members. Most recently, the neighborhood again approached park staff about replacing the stairs with the additional offer to pay for the project if the costs are reasonable.

Parks staff agreed to put out an RFP for this work to be done in accordance with park standards to get an actual price. Results of this process and the status of paying for the work by the neighborhood will be presented at the March Parks Commission meeting.

Financial Information:

Total Cost: \$0.00

Parks Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:

Action Request

Electronic Submission – Request # 238



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: MICHIGAN NATURAL RESOURCES TRUST FUND

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: 10F BEND AREA EXPANSION PHASE III TRUST FUND GRANT AGREEMENT AMENDMENT

Suggested Motion:

To approve and authorize staff to execute the Amendment to Bend Area Expansion Phase III Trust Fund Grant agreement pending review and approval from Corporation Counsel and the Board of Commissioners. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.

Summary of Request:

As discussed at the March 13, 2023, Executive Committee meeting, in order to implement the Bend Area Master Plan, Ottawa County Parks has worked for the past 15 years to assemble former gravel mining properties into a large regional park. So far, 421 acres have been acquired. Currently, staff is focusing on the acquisition of a key 194-acre property that would be the central activity area of the future park. This project is partially funded through a \$504,000 Michigan Natural Resources Trust Fund Grant, which is governed by a grant agreement that expires on May 31, 2023. Although the project is making significant progress, it is unlikely that the acquisition will be completed before the grant agreement expires. Therefore, staff will initiate a second amendment request through the Michigan Natural Resources Trust Fund to extend the grant agreement. It is anticipated that this amendment will be processed without any issue; however, the amendment document has not yet been provided by the Trust Fund staff. The only anticipated change will be the expiration date for the grant agreement. As the Ottawa County Board of Commissioners has already approved the grant agreement and this is not a substantial change to the agreement, staff plans to submit the amendment through the "post-ratification" process. Additionally, it is requested that the Parks Commission authorize the Director to proceed with processing this agreement pending review and approval by the Corporation Counsel.

Financial Information:

Total Cost: \$1,030,000.00

Parks Fund Cost: \$525,300.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:

**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT***This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **Ottawa County** in the county of Ottawa County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government or public authorities 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, and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 9 of 2021, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding to acquire land or rights in land for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Bend Area Expansion Phase III **Project #:** TF20-0175

Amount of grant: \$504,700.00 49% **PROJECT TOTAL:** \$1,030,000.00

Amount of match: \$525,300.00 51%

Start Date: **Date of Execution by DEPARTMENT** **End Date:** 05/31/2023

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 **07/06/2021**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]: Jason ShamblinTitle: DirectorOrganization: Ottawa County ParksDate: 08/10/2021085899011DUNS # CV0048100 24

SIGMA Vendor Number SIGMA Address ID

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.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By DAN LORD

Grants Section Manager

Sept. 20th, 2021

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Jason Shamblin, Director

Name/Title

Ottawa County Parks and Recreation Department

Organization

12220 Fillmore Street, Ste 267

Address

West Olive, MI 49460

Address

616-738-4808

Telephone Number

jshamblin@miottawa.org

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF20-0175** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants 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.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **194.2** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Georgetown Township**, in the County of **Ottawa County, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. 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 **outdoor recreation, water access and habitat conservation**, 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 of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Forty-Nine percent (49%)** 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 **Five Hundred and Four Thousand Seven Hundred dollars (\$504,700.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. 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 market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees 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. 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 **Forty-Nine percent (49%)** 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:

- 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. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses 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. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Five Hundred and Twenty-Five Thousand Three Hundred dollars (\$525,300.00)** as local match to this project. This sum represents **Fifty-One percent (51%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. 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. provide verification that the site is not 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, 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. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. 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. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. 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. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **05/31/2023**. Failure to acquire the project area by **05/31/2023** 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. 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 material breach 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 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, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. 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. 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. 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. 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. 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. 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. 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. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. 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. 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. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and 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 because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. 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 reversion 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 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.
 - 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 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 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 the premises.
 - 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 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 Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises , the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program ; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms .
24. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. 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 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.
26. 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information 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.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Acquisition)

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

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

Dated

Ottawa County Parks and Recreation Commission
Legal Description for TF20-0175
Grand Rapids Gravel Property

Parcel # 70-14-02-100-004

The East 113 rods of the Northwest fractional 1/4 except the North 46.5 rods, also except the South 28.25 rods, Section 2, Town 6 North, Range 13 West

Parcel #70-14-02-100-007

The South 28.25 rods of the East 113 rods of the Northwest fractional 1/4, Section 2, Town 6 North, Range 13 West.

Parcel #70-14-02-100-008

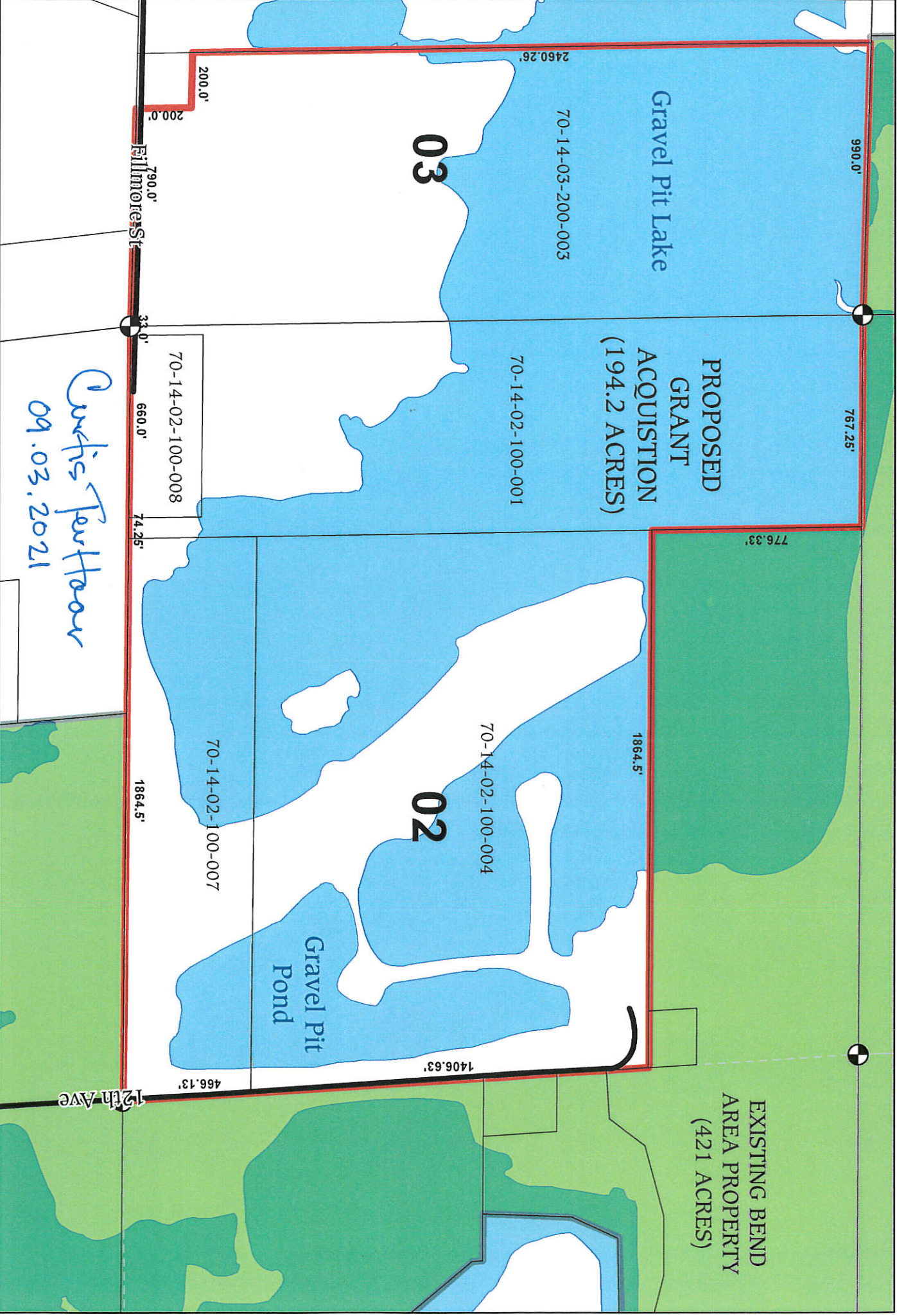
Part of Northwest fractional 1/4 commencing 33 feet East of Southwest corner, then North 264 feet, East 660 feet, South 264 feet, West 660 feet to beginning. Section 2, Town 6 North, Range 13 West

Parcel #70-14-02-100-001

West 46.5 rods of Northwest fractional 1/4 except parcel commencing 33 feet East of Southwest corner, then North 264 feet East 660 feet, South 264 feet, West 660 feet to beginning. Section 2, Town 6 North, Range 13 West

Parcel #70-14-03-200-003

East 60 rods of Northeast fractional 1/4 Section 3, Town 6 North, Range 13, except for area beginning at a point West 790.00 feet from Southeast corner of Section 3 then North 0 Degrees 53 Minutes 49 Seconds West 200 feet then North 88 Degrees 37 Minutes 1 Second West 200 feet then South 0 Degrees 53 Minutes 49 Seconds East 200 feet then South 88 Degrees 37 Minutes 1 Second East 200 feet to point of beginning.



BEND AREA EXPANSION (TF20-0175) BOUNDARY MAP



Ottawa County Parks & Recreation Commission



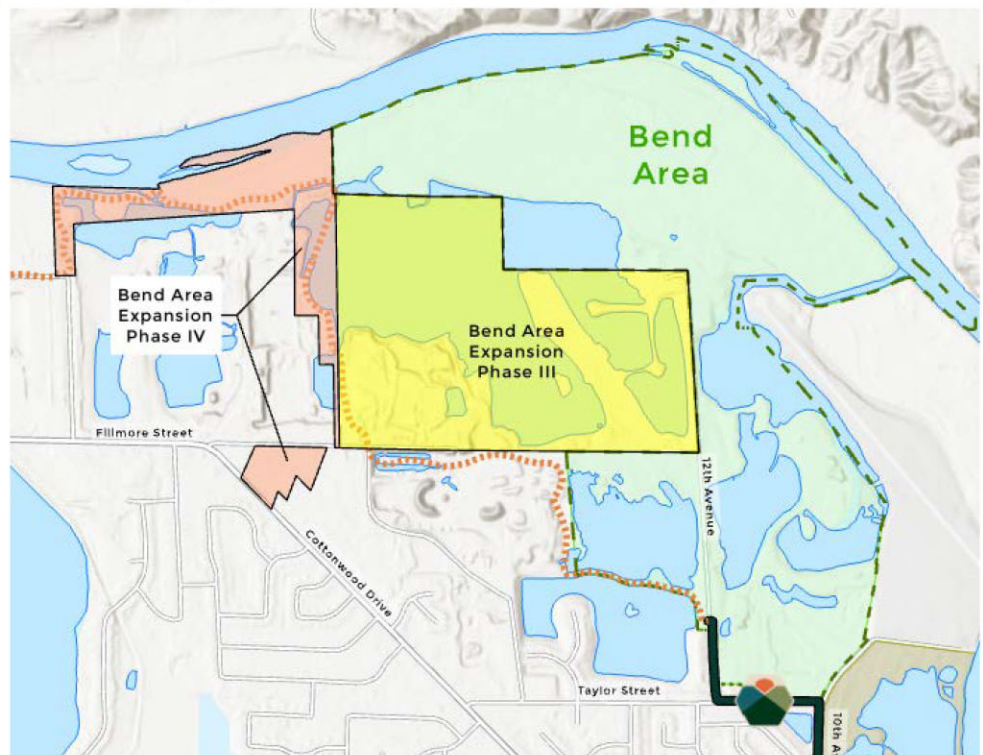
Project: Bend Area Expansion – Phase III: MNRTF 2020

- **Parks Initiative:** Grand River Greenway – Bend Area
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Bend Area Master Plan (2000), Parks Plan Pages 164, 252, and Appendix K-1 (Project A31)
- **Land Acquisition Criteria:** Natural Features; Socio-Environmental Features; Economic Factors
- **Acquisition Target Date:** 2024/2025
- **Parcel #s:** Closed Session Info Only
- **Acres:** 194
- **Location:** Georgetown Township, Ottawa County (Senate District 31, State House District 85)
- **Estimated Cost:** \$1,030,000

• **Proposed/Committed**

Funding:

- Ottawa County Parks Millage: \$325,000
- Ottawa County Parks Foundation – Grand River Greenway Fund: \$200,300
- Michigan Natural Resources Trust Fund (Proposed): \$504,700
- **Summary:** The need for the Bend Area was first identified in the 1989 Ottawa County Parks (OCP) Plan, which noted lack of “swimming, boating, fishing & other recreation opportunities” in densely populated eastern Ottawa County. To address this, discussions commenced with the gravel pit owners of the Bend Area about converting the area into a park. This led to the adoption of the Bend Area Master Plan in 2000, which is both a park master plan & a mine reclamation plan. OCP has committed to acquire properties as mining is completed and then develop a major regional park. The Phase III expansion of the Bend Area is part of this plan and will the size increase the property, add extensive water features, and included a proposed section of Idema Explorers Trail route.
- **Status:** Grant awarded, property acquisition in process.





MICHIGAN DEPARTMENT OF NATURAL RESOURCES-GRANTS MANAGEMENT

MICHIGAN NATURAL RESOURCES TRUST FUND AGREEMENT AMENDMENT

Organization:	Ottawa County
Project Title:	Bend Area Expansion Phase III
Project Location:	Ottawa
Project Number:	TF20-0175
Amendment Number:	1

This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the Ottawa County in the county of Ottawa County for the Michigan Natural Resources Trust Fund grant number TF20-0175.

The purpose of this amendment is to:

- extend the end date of the project period from 05/31/2023 to 11/30/2023 to allow for more time to complete the project.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

- The time period allowed for project completion is 05/07/2021 through 11/30/2023, 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.
- To complete acquisition of the entire project area before 11/30/2023. Failure to acquire the project area by 11/30/2023 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.

B. All other provisions of the Agreement shall be continued in full force and effect.

C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.



D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment, the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

_____, _____ meeting of the _____
(date) (special or regular) (name of approving body)

GRANTEE

SIGNED

WITNESSED

By: _____

By: _____

Title: _____

By: _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

WITNESSED

By: _____

By: _____

EFFECTIVE DATE: _____

By: _____



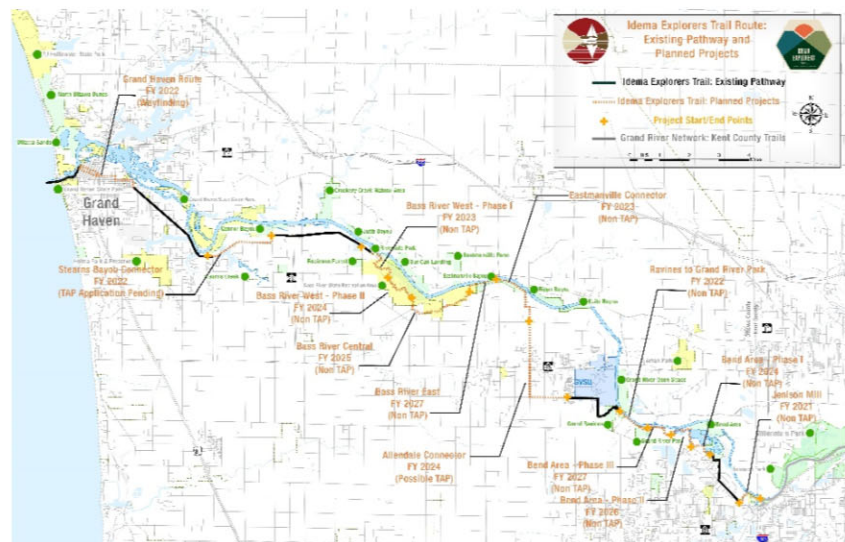
Project: Bass River Segment West Phase II

- **Parks Initiative:** Grand River Greenway – Idema Explorers Trail (background below in *italics*)
- **Estimated Cost:** \$1,182,491
- **Proposed/Committed Funding:**
 - Ottawa County Parks CIP (Committed): \$727,128
 - MDNR (Proposed): \$455,363
- **Location:** Allendale & Robinson Townships, Ottawa County (Senate District 30/31, State House District 88/89)
- **Summary:** This 7.4-mile segment will be constructed over several phases and could potentially be one of the most scenic sections of the Idema Explorers Trail. It will connect three parks (Riverside Park, the Bass River State Recreation Area, and Eastmanville Bayou), features extensive waterfront views along Max Lake and the Grand River, cross the Bass River, and be virtually completely separated from any roadways. It will potentially connect to a private campground and could someday be a location for tent camping along the Idema Explorers Trail. An operation agreement is in place with the Michigan Department of Natural Resources allowing for the design, construction, and maintenance of the segment. This 0.7-mile phase will be constructed from to the Max Bayou boat launch area to the Bass River Open Space. It would include construction of a bridge crossing over the Bass River which will honor Peter Secchia.
- **Status:** Scheduled for Construction in FY 2024/25. Design is expected to commence in Spring 2024.



Grand River Greenway Background Info:

The Grand River Greenway connects Lake Michigan to Millennium Park and Grand Rapids with a multi-use river and land trail on and along the Grand River through vast parks, deep woods, and hidden bayous. The heart of the Greenway is the Idema Explorers Trail, which is currently being developed. When connected, the 36-mile trail will offer endless opportunities to explore nature, community, and culture while also expanding access to over 100 miles of regional trails. (Located in US District 2, State Senate District 30, State House Districts 88 and 89)



Action Request

Electronic Submission – Request # 239



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: MICHIGAN DNR

Requesting Department: PARKS AND RECREATION

Submitted By: JASON BOERGER

Agenda Item: 10G MICHIGAN DEPARTMENT OF NATURAL RESOURCES 2022 TRAILER PARKING CONTRACT ADDENDUM

Suggested Motion:

To authorize staff to sign and execute the addendum to the 2022 Ottawa Beach trailer parking contract with the Michigan DNR, which will extend the term of the current contract for 5 years expiring 12-31-2028.

Summary of Request:

As discussed at the March 13, 2023 Executive Committee meeting, when transient slip renters at the Ottawa Beach Marina need trailer storage for the term of their stay at the Marina, we permit them (for an additional fee) to park their trailer at the State DNR's Ottawa Beach Boat Launch trailer parking lot. This contract reserves six (6) parking spots for this purpose.

Financial Information:

Total Cost: \$300.00

Parks Fund Cost: \$300.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

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:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:

OPERATING AGREEMENT ADDENDUM (1)

#PRD-MISC-007-2022

Between

the State of Michigan, as Permitter

and

Ottawa County Parks and Recreation Commission, as Permittee

The State of Michigan, **Department of Natural Resources** (the Permitter), **Ottawa County Park and Recreation Commission**, (the Permittee) whose address is 12220 Fillmore Street, West Olive, MI 49460, do hereby agree to the terms and conditions of this Addendum to the **Commercial Operating Agreement** between the above stated parties executed on **June 15, 2022**. Where the Agreement or any previous Addendums conflict with this Addendum, this Addendum shall control the Agreement between the parties. All other portions of the Agreement and Addendums that are not in conflict are herein incorporated.

The Operating Agreement shall be amended as follows:

Section 7, "Term" shall be amended as follows:

Permitter shall grant use of the Premises to Permittee for a five (5) year term of possession beginning at 12:01 am on **January 1, 2023**, and ending at midnight on **December 31, 2028**, or such later date as provided.

The terms and conditions of this Operating Agreement Addendum shall take effect on the day this Addendum is executed.

Each of the signatories below herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who has legal authority to sign on behalf of its business or organization as named in this Agreement.

TERMS ACCEPTED

PERMITTER: DEPARTMENT OF NATURAL RESOURCES

Signature
RONALD A. OLSON, CHIEF
PARKS AND RECREATION DIVISION

Date

PERMITTEE: OTTAWA COUNTY PARKS AND RECREATION COMMISSION

Signature

Date

Printed Name

Title

From: [Douglas Van Essen](#)
To: [Jason Boerger](#)
Cc: [Jason Shamblin](#)
Subject: Re: Ottawa County Parks and Rec Operating Agreement
Date: Wednesday, September 14, 2022 8:42:05 PM
Attachments: [image001.png](#)
[image005.png](#)

You can sign

Get [Outlook for iOS](#)

From: Jason Boerger <jboerger@miottawa.org>
Sent: Tuesday, September 13, 2022 2:19:30 PM
To: Douglas Van Essen <dvanessen@miottawa.org>
Cc: Jason Shamblin <jshamblin@miottawa.org>
Subject: FW: Ottawa County Parks and Rec Operating Agreement

Doug,

At the Ottawa Beach Marina, if someone has a trailer that they need to store while they are using a Marina slip we have some reserved spots in the DNR trailer parking lot on Ottawa Beach Rd.

Attached is the contract to renew this agreement with the DNR. The total commitment of this contract is \$300 annually. Please let me know if it's OK for me to sign this or if it needs to be run through the ratification process.

Thanks,

Jason Boerger, CPRP

Coordinator of Park Maintenance & Operations, Ottawa County Parks & Recreation Commission

12220 Fillmore St | West Olive, Michigan 49460 | Office: 616.846.8161

jboerger@miOttawa.org | www.miOttawa.org/parks

From: Jason Boerger
Sent: Thursday, September 8, 2022 1:49 PM
To: Jason Shamblin <jshamblin@miottawa.org>
Subject: FW: Ottawa County Parks and Rec Operating Agreement

Attached is the updated contract from the DNR for the Trailer Parking spots for OB Marina users. They asked that we switch to a set annual fee instead of the 50% of what we charge as had been agreed to in the past. I also asked for the contract to be amended to specifically permit us to charge a fee. That change has been made and the contract is ready to be signed. Since this is only committing us to a \$300 annual payment, I am not sure if it requires ratification or not. Should I just run it by Doug and then sign it myself?

Jason Boerger, CPRP

Coordinator of Park Maintenance & Operations, Ottawa County Parks & Recreation Commission

12220 Fillmore St | West Olive, Michigan 49460 | Office: 616.846.8161

jboerger@miOttawa.org | www.miOttawa.org/parks



Michigan Department of Natural Resources

OPERATING AGREEMENT #PRD-MISC-007-2022

BETWEEN

THE STATE OF MICHIGAN, AS PERMITTER

AND

OTTAWA COUNTY PARKS AND RECREATION COMMISSION, AS PERMITTEE

This Operating Agreement, hereinafter called the "Agreement", is entered into by the State of Michigan through its **Department of Natural Resources (DNR)**, hereinafter called "DNR" and/or "Permitter," and **Ottawa County Parks and Recreation Commission**, hereinafter called "Permittee," whose address is 12220 Fillmore Street, West Olive, MI 49460.

WHEREAS, pursuant to Section 503 (1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503 (1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

WHEREAS, the Purpose of this Agreement is to allow Permittee use of six (6) parking spaces at Lake Macatawa boating access site (Ottawa County).

WHEREAS, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Agreement is necessary to implement Part 5 of 1994 PA 451, as amended, because use of State lands in a regulated fashion will protect and conserve the natural resources and provide facilities for outdoor recreation.

THEREFORE, Permitter and Permittee, for consideration specified in this Agreement, agree to the following terms and conditions:

- 1. DESCRIPTION OF PREMISES** - Permitter hereby grants to the Permittee the use of the Premises, described as:

B INIT

A designated locations within Lake Macatawa boating access site (Ottawa County) , State of Michigan, which includes land owned by the State of Michigan and/or the DNR.


This Agreement is subject to the DNR's public notice process.

2. USE OF PREMISES

- A. Permittee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:
- 1) Permittee is allowed to use of six (6) parking spaces within the over-flow side of the Lake Macatawa boating access site that shall be designated by the Permitter.
 - 2) These designated parking spaces may be provided by the Permittee to transient slip renters that require a place to park their vehicle and trailer. Permittee may charge a \$10 per night parking fee (Recreation Passport is also required).
 - 3) Prior to use, the Permittee shall obtain signage for each designated parking space which must be reviewed and approved by the Permitter. The signage must include language that indicates the purpose of the designated space, a number designation for each space (1,2,3 etc.) and a maximum length of use. Sign should also indicate the need for the vehicles to have a valid recreation passport. The Department shall identify specific placement and the installation method (drilling, attachment to existing structures, etc.).
 - 4) Permittee shall provide a tag, permit or other method of identification to their customers that shall be affixed to the equipment being left in the parking space that shall indicate the customers designated space number, rental timeline, and expiration date. Permittee is required to maintain a log of customers and shall provide customer contact information to the Permitter in the case of emergency.
 - 5) The Permitter shall not be held liable for any theft, damage or vandalism of the vehicles, trailers, or equipment.
 - 6) The Permittee is required to report any theft, damage, vandalism, or other emergency that they become aware of on site.
 - 7) Upon termination or cancellation of this Agreement, or if the equipment is not operable, the equipment shall be removed and the site restored to its original condition, at the Permittee's cost.
 - 8) Any other use which is agreed to in writing by both parties.
- B. Permittee shall obtain Permitter's prior consent, in writing, signed by the DNR Representative, to use the Premises for any purpose not listed in this Section. Permitter may terminate this Agreement, as provided in Section 23, if at any time, Permittee uses the Premises, without express written permission by Permitter, for purposes other than those enumerated in this Section.

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- C. **PROHIBITED ACTIVITIES** - The following activities on the Premises are prohibited:
- 1) Authorizing public use of Premises in violation of any State law, order, or regulation.
 - 2) Any planting of plants, removal of plants, landscaping, or earthmoving on the Premises without the prior written consent of the Permitter.
 - 3) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Permitter. All supplies and equipment must be stored safely and inside.
 - 4) Any clearing activity outside the Premises.
 - 5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
 - 6) Disposal of trees, treetops, branches, roots, stumps, and other vegetative debris onto the Premises.
 - 7) Authorization of "Naming Rights" for any portion of the Premises without prior Permitter approval.
3. **WASTE** - Permittee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
4. **PERMITTER'S OPERATIONS** - Permittee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of Permitter or the Public on the Premises. Permittee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the Premises. Permittee shall not prevent Permitter, its agents, or the public from crossing the Premises to access the adjoining State lands.
5. **ADMINISTRATION** – The Parks and Recreation Division, Plainwell District Supervisor, or his/her designated representative, is the DNR Administrator of this Agreement (collectively, DNR Representative). The Permittee shall designate in writing to Permitter one (1) person and one (1) alternate person responsible to be the contact person for the Permitter regarding the administration of the Agreement. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.
6. **CONDITION OF PREMISES** - Permittee stipulates, represents, and warrants that Permittee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Permittee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition.
7. **TERM** - Permitter shall lease the Premises to Permittee for a one (1) year initial term of possession beginning upon actual possession at 12:01 a.m. on **June 15, 2022**, and ending at midnight on **December 31, 2022**, or such later date as provided in Section 8. The beginning and ending Agreement term dates may be altered by mutual written consent to reflect the actual date of occupancy.
8. **OPTION TO RENEW** - The initial term of this Agreement may be extended for one(1) additional five-year term, or such term as shall be agreed to between the

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parties, and agrees to any additional terms and rent modifications proposed by Permitter. Permitter's written consent is necessary for any Agreement term extension. Permitter's Contract Fee for the Premises during an extended term will be re-negotiated prior to renewal.

9. **CONTRACT FEE** – Permittee shall pay an initial application and review fee of \$100 and an annual use fee of \$300 to Permitter. Upon receipt of a signed Agreement, the Department will issue the Permittee an invoice. Payment is due per the initial invoice and then no later than April 1st of each additional Agreement year. A \$10 per day Late Fee must be paid to Permitter by Permittee for every day beyond the designated due date that payment is made. Failure to pay rent on time will be grounds for the Department to terminate the Agreement.
- Permitter reserves the right to review and adjust fees based on changes and the scope of the Permittee's operation or revisions of the Permitter's fee schedule.
10. **SERVICES BY PERMITTEE** - Permittee shall furnish the following services at its own expense:
- A. Permittee will operate and maintain the Premises as provided for in Section 2A above at its sole expense.
 - B. Permittee will be responsible for adhering to all state laws and local ordinances on the property.
 - C. Permittee shall maintain standards of cleanliness that will reflect favorable public opinion on the Permittee and the Permitter. If Permitter Representative determines that the Permittee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the Permitter, the problem is not rectified to the satisfaction of Permitter, Permitter may perform or have the duties of the Permittee performed by others at Permittee's sole expense.
 - D. Permittee is responsible to immediately investigate and report to the Permitter all instances of suspected trespass.
 - E. In performing services under this Agreement, Permittee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-9.3 regarding Discriminatory Harassment. In addition, Permittee must comply with any applicable state agency rules that the agency provides to Permittee.
11. **REVENUE**- Permittee shall keep accurate books, records, and accounting of its operations under this Agreement distinctly separate and apart from Permittee's other operations. Permittee shall make all reports concerning the operation available to the Permitter at such time as the Permitter may require. Permitter, upon thirty (30) days' notice, shall have the right to audit books, records, and accounting of Permittee's operations for this Agreement.

12. **ASSIGNMENT AND SUBLEASE** - Permittee shall not sell, mortgage, rent, assign, or parcel out the Agreement hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Agreement for any purpose whatsoever without first obtaining the prior written consent of Permitter. Such action by Permittee without the prior written approval of Permitter shall be cause for the immediate termination of this Agreement. Permittee may, however, enter into maintenance agreements with third parties to fulfill Section 10 above.
13. **ALTERATIONS** - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Permitter, which Permittee shall request at least thirty (30) days in advance of such alteration, modification, or improvement. At the expiration or cancellation of this Agreement, all alterations, modifications, and improvements to the Premises shall become the property of Permitter, by way of the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e), unless otherwise agreed in writing by Permitter. In the event that the parties agree that Permittee may remove Permittee improvements, Permittee shall restore the Premises to its original condition.
14. **LAWS, CODES AND PERMITS** - Permittee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.
- Furthermore, Permittee shall comply with all acquisition and development grant obligations existing at the time of this Agreement.
15. **DAMAGE and REPAIRS** - Permittee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.
16. **INSPECTION of PREMISES** - Permitter and Permitter's agents and employees shall have the right at all reasonable times during the term of this Agreement, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Permitter for the preservation of the Premises.
17. **INDEMNIFICATION** - Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Agreement; (2) the activities authorized by this Agreement; and (3) the use or occupancy of the Premises which are the subject of this Agreement by the Permittee, its employees, contractors, or its authorized representatives.
18. **LIABILITY** - Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or

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property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Agreement.

Permittee shall report to the Permitter any incident that may result in personal injury or property damage. Permittee shall make complete reports in writing to the Permitter on forms provided by Permitter (see **Attachment A**) within 24 hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100 are to be reported to the Permitter immediately, by telephone or in person. A written report is to follow as described above.

19. **INSURANCE:** Permittee, at its sole expense, shall procure and maintain for the duration of the Agreement insurance, as set forth below, to protect against claims for injuries to persons or damage to property that arise out of, are alleged to arise out of, or otherwise result from Permittee's use and occupancy of the Premises or its exercise of the rights and privileges granted in the Agreement. Permittee shall provide certificates of insurance listing the **State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents** are included as additional insureds, to Permitter within thirty (30) calendar days of the event and every year thereafter. Policies may not be modified, canceled, or allowed to expire without thirty (30) days prior written notice to Permitter. Permitter reserves the right to reassess minimum policy limit requirements. Permittee agrees to maintain a minimum general liability policy, in the amount of:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

- A. Permittee covenants that it will, during the continuance of the term of this Agreement, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.
- B. Permittee, when a commercial entity or municipality, shall obtain Workers' Compensation Insurance with limits of coverage according to applicable laws governing work activities for Permittee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
- C. Permittee, when a commercial entity or municipality, shall obtain employers liability insurance, subject to a limit of liability not less than \$500,000 each accident; \$500,00 each employee by disease; and \$500,000 aggregate.

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- D. As required by law, Permittee shall maintain automobile no-fault coverage. Automobile Liability Insurance (covering all owned, hired, and non-owned, vehicles with personal and property protection insurance including residual liability insurance under Michigan's No-Fault Insurance Law.) subject to a limit of liability not less than \$1,000,000 per occurrence.
- E. Permitter reserves the right to reassess the minimum policy limits requirement set forth above.
20. **NON-DISCRIMINATION** - Permittee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Agreement, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.
21. **UNFAIR LABOR PRACTICES** - Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract, Lease, or Operating Agreement, if after award, the name of the Permittee as an employer or the name of a Subcontractor, manufacturer, or supplier of Permittee appears in the register.
22. **DISPUTES** - Except as otherwise provided for in this Agreement, any dispute among any multiple Permittees that have executed Leases or Operating Agreements with Permitter to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this Agreement, which is not disposed of by this Agreement, shall be decided by Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.
- A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.
- B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.
23. **CANCELLATION** -
- A. Permitter may cancel this Agreement provided Permittee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

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- 1) The Premises are no longer being used for the purposes identified in this Agreement.
 - 2) Permittee provided Permitter with information, in its application for this Agreement or at any time during the Agreement term, that was false or fraudulent.
 - 3) Permittee fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to Permittee.
 - 4) Permittee or any subcontractor, manufacturer or supplier of Permittee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 21.
- B. Permitter may cancel this Agreement provided Permittee is notified, in writing, at least thirty (30) days prior to the effective date of cancellation, if Permitter deems cancellation is in the best interest of the State of Michigan.
- C. Permitter may also cancel this Agreement for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation.
- 24. QUIET ENJOYMENT** - Upon payment of the rent and the performance of the conditions outlined herein, Permittee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Permittee is maintained open to the general public.
- 25. RESERVATION** - Permitter reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 26. HOLDOVER TENANCY** - If Permittee remains in possession of the Premises after the natural expiration of this Agreement, with the consent of Permitter but without a renewal of this Agreement, pursuant to Section 9, a new tenancy from year-to-year shall be created between Permitter and Permittee. The new tenancy shall be subject to all of the terms and conditions of this Agreement, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
- 27. NOTICES** - Any notice(s) to Permitter or to Permittee required by this Agreement shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Permitter and Permittee shall be transmitted to the addresses listed below:

To PERMITTER:

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Land Administering Division (LAD)

and LAD Administrator

State of Michigan
Department of Natural Resources
Chief, Parks and Recreation Division
PO Box 30257
Lansing, MI 48909

State of Michigan
Department of Natural Resources
Plainwell District Office
621 North 10th Street
Plainwell, MI 49080
Attn: PRD District Supervisor
(269) 685-6851

To PERMITTEE:

and Permittee Alternate

Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460
Attn: Curt TerHaar
(616) 738-4656
cterhaar@miottawa.org

- 28. NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.
- 29. INTERPRETATION** - This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
- 30. NO UNNAMED ENTITIES/ PARTNERS** - Permittee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Permittee is the only entity responsible for carrying out Permittee's responsibilities.
- 31. MODIFICATION** – This Agreement shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Agreement are effective unless in writing, signed by the parties, and executed in the same manner as this Agreement was originally executed. A party may waive or release the other party's breach or default only in writing.
- 32. SEVERABILITY** - Should any provision of this Agreement, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.
- 33. GOVERNING LAW** – This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Agreement must be resolved in the Michigan Court of Claims.

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- 34. REQUIRED APPROVALS** - This Agreement shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Permitter and Permittee.
- 35. WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Agreement does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Agreement.
- 36. ENTIRE AGREEMENT AND ENCLOSURES** - This Agreement constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Agreement was originally executed. This Agreement supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

The said Permitter, by its DIRECTOR, has signed and affixed the seal of the State of Michigan by virtue of action taken by Permitter on _____, 2022, and Permittee has signed and affixed its seal the day and year written below.

ACKNOWLEDGEMENT BY PERMITTER

CHIEF, PARKS AND RECREATION DIVISION
DEPARTMENT OF NATURAL RESOURCES
THE STATE OF MICHIGAN

By: Ronald A. Olson
Ronald A. Olson, Chief

Each of the signatories below herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who has legal authority to sign on behalf of its business or organization as named in this Agreement.

ACKNOWLEDGEMENT BY PERMITTEE

PERMITTEE:

By: Jason Boerger
Permittee's Printed Name

Jason M Boerger 9/15/2022
Permittee's Signature



Michigan Department of Natural Resources

PUBLIC INCIDENT REPORT

(See DNR Administrative Procedure 6.8-1).

Attachment A

If this accident required the use of an Automated External Defibrillators (AED), the R 7223, Reporting the MDNR Use of Automated External Defibrillators (AED), must also be completed

☐ Personal Injury ☐ Property Damage ☐ Complaint ☐ Other _____

BUREAU/DIVISION/OFFICE	FACILITY (i.e. park, access site, hatchery name)	DATE OF INCIDENT	TIME	REPORT NO.	
FACILITY ADDRESS		EXACT LOCATION OF INCIDENT WITHIN FACILITY			
NAME, ADDRESS, AGE OF PERSON(S) INVOLVED				TELEPHONE NUMBER(S) () - () - () -	
DETAILS OF INCIDENT (Include number of persons involved, weather information, license numbers, type of vehicle or equipment, etc.)					
WHAT CONDITION(S) OR HAZARD(S) CAUSED INCIDENT					
ACTION TAKEN (Use reverse side, if needed)					
WITNESS(ES)	Name(s)	Address(es)	And	Telephone Number(S)	Statements
				() -	<input type="checkbox"/> Statement attached
				() -	<input type="checkbox"/> Statement attached
				() -	<input type="checkbox"/> Statement attached
				() -	<input type="checkbox"/> Statement attached
				() -	<input type="checkbox"/> Statement attached
				() -	<input type="checkbox"/> Statement attached
FIRST AID RENDERED (Explain how) BY WHOM (include telephone number)					
DOCTOR OR HOSPITAL REFERRED		TELEPHONE NO. () -	LAW ENFORCEMENT AGENCIES RESPONDING TO CALL		
ESTIMATED DAMAGE REPAIR COSTS	MATERIALS	LABOR	TOTAL COST	TOTAL STAFF TIME INVOLVED	
\$		\$	\$ 0.00		
DNR EMPLOYEES INVOLVED Name(s),		Telephone Number(S)	DNR EMPLOYEES INVOLVED Name(s),		Telephone Number(S)
		() -			() -
		() -			() -
		() -			() -
REPORTING EMPLOYEE'S SIGNATURE			DATE	FACILITY MANAGER'S SIGNATURE	
				DATE	



APPLICATION/PERMIT TO USE STATE LAND

*This information is required under authority of Part 5 of Act 451 of 1994, as amended,
MCL 324.501- 511 and the Rules for the Regulation of State Lands, R299.921 - R299.932.*

EXHIBIT A

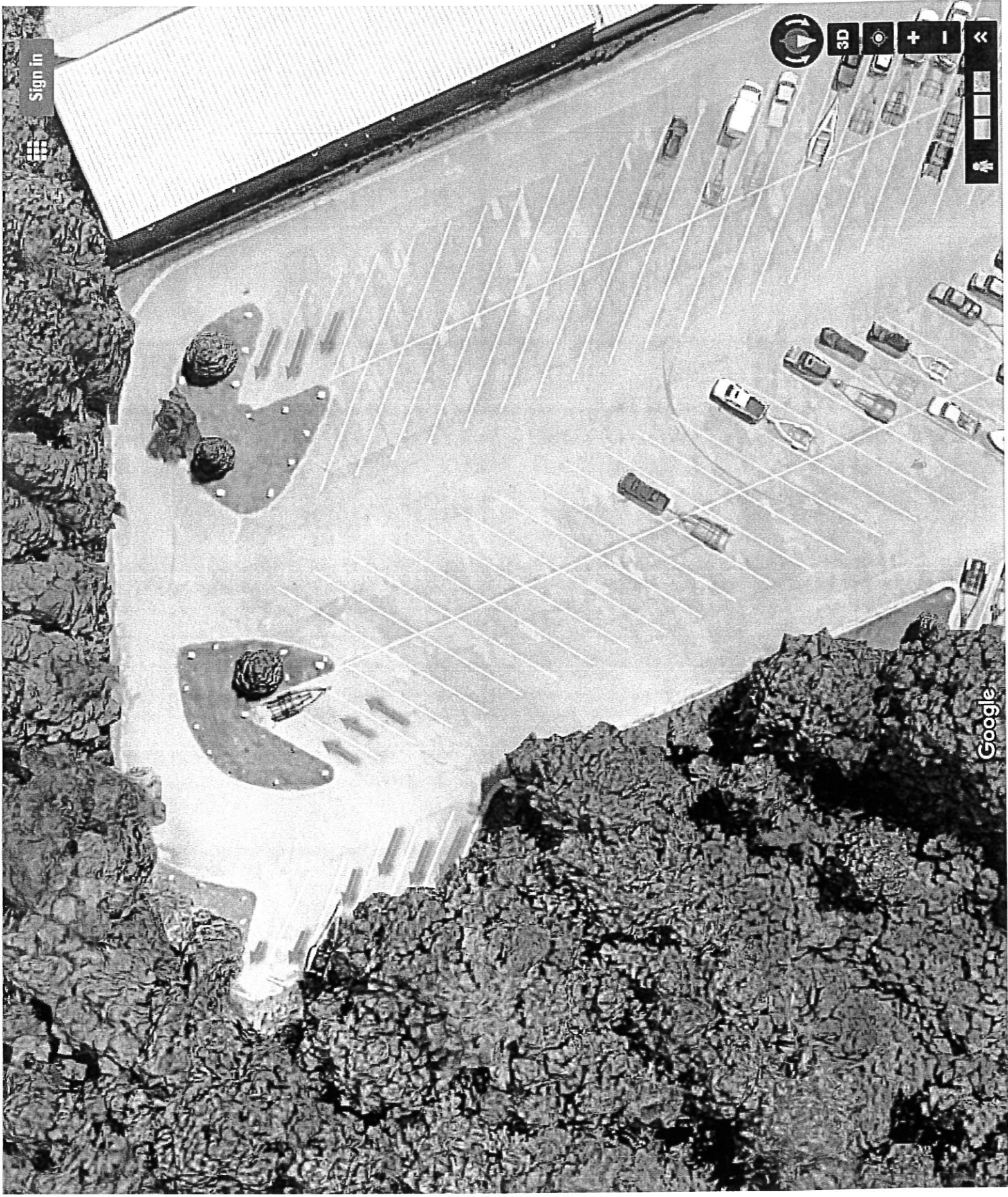
PAGE 1 OF 1

1. Permittee will be allowed to utilize 12 parking spaces in the over-flow side of the Lake Macatawa BAS, designated by the land manager. These designated spaces may be rented to transient slip renters that require a place to park their vehicle and trailer.
2. Permit holder will place a sign at each designated parking space and indicate to the renter that those spaces are the only ones to be utilized. The sign will include language that indicates the purpose of the designated space, fee per night, number designation for each space and maximum length of use. The sign should also indicate the need for vehicles to have a valid recreation passport.
3. Permit holder will pay a one time \$200.00 administration fee. The permit holder must also track the rentals and pay 50% of those fees to the land manager via a check to The State of Michigan. The check will be turned in at the headquarters office of Holland State Park on the 15th of each month with a printed report of that month's sales. A \$10 per day late fee will be added onto payments made after the 15th.
4. Permit holder must provide a certificate of liability insurance with a minimum \$1,000,000.00 aggregate and list the "State of Michigan, it's departments, boards, agencies, commissions, officers, employees and agents" as additional insured not just certificate holder.
5. The State of Michigan it's departments, boards, agencies, commissions, officers, employees and agents will not be held responsible for any theft, damage, or vandalism of vehicles, trailers or equipment.
6. Permit holder will provide a tag, permit or some other method of ID to the renter to affix to the vehicle or trailer to indicate the designated space number, the rental timeline and expiration date. The permit holder will maintain a log of these permits and contact information of the renter in case of emergency.
7. Permit holder will also provide the land manager with 24 hour emergency contact information in the event of an emergency.
8. The land manager retains the right to terminate this permit if the use of the site is deemed not to be in the best interest of the State, the termination will be made in writing with 30 days advance notice.

I certify that all the information provided in this Exhibit to PR1138, PR1138-1 or PR4760 is true and correct to the best of my knowledge and agree to the terms and conditions stated herein.

Signature of Applicant/Permittee

Date



Sign in



3D



+

-



Google



Michigan Department of Natural Resources

EVENT/PROGRAM APPLICATION

*This information is required under authority of Part 5 of Act 451 of 1994, as amended.
MCL 324.501 - 511 and the Rules for the Regulation of State Lands, R299.921 - R299.932.*

DNR Use Only

Management Unit

Permit Number

APPLICANT: Please read all attachments before completing application. Submit completed application to local Michigan DNR office where permit is being sought. Application must be submitted at least sixty (60) days prior to proposed use. Attach additional information as needed to fully describe proposed use activity. Checks or money orders should be made payable to "State of Michigan." Submission of Event Application does not guarantee approval. **Read all pages and attachments before certification and signature.**

Name of Applicant/Organization Ottawa County Parks and Recreation Commission		Name of Contact Person Curt TerHaar		
Address 12220 Fillmore Street.		Address 12220 Fillmore Street.		
City, State, ZIP Code West Olive, MI 49460		City, State, ZIP Code West Olive, MI 49460		
Telephone Number 616-738-4656	Fax Number 616-738-4812	Telephone Number 616-738-4656	Fax Number 616-738-4812	
E-mail Address cterhaar@miottawa.org		E-mail Address cterhaar@miottawa.org		
<input type="checkbox"/> For Profit/Commercial <input type="checkbox"/> Non-Profit (501c3 or Tax Exempt) <input type="checkbox"/> Other:		Federal ID Number	<input type="checkbox"/> Private Event (Ex. Wedding) <input type="checkbox"/> Public Event (Ex. Community Concert)	
Event/Program Name Seasonal parking for T-slip rentals.		Is this event/program part of a DNR campaign? <input type="checkbox"/> Rec 101/202 <input type="checkbox"/> MI Big Green Gym <input type="checkbox"/> Other:		
Type of Event: <input type="checkbox"/> ORV <input type="checkbox"/> Snowmobile <input type="checkbox"/> Fishing <input type="checkbox"/> Equestrian <input type="checkbox"/> Walking/Running/Triathlon <input type="checkbox"/> Bicycle <input type="checkbox"/> Wedding <input checked="" type="checkbox"/> Other (specify): Non-event parking				
Proposed location on state land (Name of trail or department or legal property description. Attach map indicating route and/or proposed areas of use) Overflow parking area of the Lake Macatawa Boat Access Site (BAS). Spaces will be designated.				
Set-Up Start Date NA	Start Time NA	Clean-Up End Date NA	End Time NA	
Event Dates From: To:	Event Start Time	Event End Time	Number of Participants, Spectators, Volunteers & Staff	Number of Recreational Units (Camping)
If the proposed event/program would occur weekly, indicate which days: <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> F <input type="checkbox"/> Sat. <input type="checkbox"/> Sun.				
Other Information: Seasonal use of the designated spaces.				
Description of proposed type of event/program. <input type="checkbox"/> Check box if additional information is attached to fully describe the event activity. OCPRC will be authorized to use some designated parking spaces in the Lake Macatawa BAS to accommodate transient slip renters that may be launching their boats locally and have a need to store their vehicle and trailer during their stay.				
Will applicant charge a fee/donation for participation?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, amount: \$ 10 per night 12 CTH		
Will event require use of parking lot/campground/access site?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, explain: Lake Mac BAS overflow lot (2 spaces)		
Will structures or equipment be placed on state land?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If yes, explain: Signs to designate the spaces		
Will you be using any utility vehicles?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain:		
Will sound amplification equipment be used?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain:		
Will food, beverages or other items be prepared/sold?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain:		
Will alcohol be served or consumed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain:		
Will event require use of utilities (water, electric, sewer)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain:		
Will event be competitive?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain:		

Would you like to be included in the DNR Calendar of Events? (If Yes, please attach a marketing description which would include a customer friendly description and contact information.) <input type="checkbox"/> Yes <input type="checkbox"/> No			
Safety Plan: A safety plan is normally required for events as stated in the attached conditions.	Name of person in charge of Safety Plan	Telephone Number	Safety Plan Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Fire Plan: A fire plan is required for motorized events and may be required for other types of events, as stated in the attached conditions.	Name of person in charge of Fire Plan	Telephone Number	Fire Plan Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Cancellation Policy: Policy on cancelling event/program including where visitors can go to find information.	Name of person in charge of Cancellation Policy	Telephone Number	Cancellation Policy Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
If eligible, would you like a portion of your permit fee to be donated to the park? (This is not an additional fee.) <input type="checkbox"/> Yes <input type="checkbox"/> No			

CONDITIONS AND REQUIREMENTS

1. Permit shall be available for inspection when Permittee is operating on State-owned land.
2. Permission for use shall expire on the date indicated, unless sooner terminated.
3. Payment in the amount specified shall be made prior to use of land, or in installments as indicated.
4. Permittee shall maintain the area under Permit in a clean and orderly condition.
5. Requests for Permit renewals should be made to the Department thirty (30) days prior to the expiration date of this Permit. Such requests will be considered only when all stipulations in the original Permit have been complied with.
6. The rights accruing under this Permit shall not be assigned or transferred without the written permission of the Department Representative.
7. Permittee shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purpose indicated.
8. Temporary improvements may only be made if further authorized under the conditions of this Permit, or by separate written permission of the Department Representative.
9. Improvements made by the Permittee on said premises and not removed within 30 days after cancellation or expiration of this Permit, and when such removal shall be requested by the Department, AT THE DEPARTMENT'S OPTION, shall become attached and remain a part of the premises.
10. The Department reserves the right to:
 - a. Dispose of any portion of the premises herein described during the term of this Permit. If possible, proper notice of sale or disposition will be given Permittee. However, failure to notify Permittee will not affect this right.
 - b. Lease said premises for exploration and production of any or all minerals, including coal, gas, oil, sand, gravel, etc.
 - c. Grant rights-of-way and easements of any kind and nature over and across said premises, and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
11. Permittee and occupants are responsible for the payment of all utility bills including water, electricity, gas, etc.
12. Permittee agrees to comply with all requirements herein, and, if for any reason Permittee violates or neglects to fulfill such requirements, this permission for use shall terminate and Permittee shall forfeit all rights and payments made hereunder. Should Permittee remain in possession of said premises after cancellation or expiration of this Permit, said Permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.
13. Permittee shall comply with all applicable (including but not limited to all environmental) laws, regulations and codes and will obtain any necessary Permits in connection with its use of the Premises.
14. Permittee shall reimburse the Department for any repairs to the Premises resulting from damage.
15. Permittee shall report, in writing, to the Department Representative, all incidents related to the use of this Permit that result in personal injury, death, or property damage. Incidents resulting in personal injury, death, or property damage (estimated to exceed \$300.00) must be reported to the Department Representative immediately by telephone or in person, followed by a written report.
16. The Department shall have the right at all reasonable times during the term of this Permit to enter the premises for the purposes of making any inspections, repairs, additions or alterations as may be deemed appropriate by the Department for the preservation of the Premises.
17. Permittee shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA as amended, CML 37. 2101 et seq.; MSA 3.548 (101) et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101; MSA 3.500 (101) et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Permit, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Permit.
18. Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980, PA 278, as amended, MCL 423.321 et seq., MSA 17.458 (21) et seq.
19. There shall not be any disturbance to survey corners and associated witness trees.

20. **INSURANCE:** Applicant shall furnish to the Department, prior to issuance of written permission, a policy of liability insurance which provides as follows:
- Names of Insured, the Applicant, its officers, employees, and agents;
 - Coverage against all known and unknown hazards arising from the acts and omissions of the Applicant, its officers, employees, and agents;
 - Coverage for Applicant's contractually assumed obligation to indemnify and hold harmless the **State of Michigan, its departments, boards, agencies, commissions, officers, employees and agents;**
 - A term of coverage for not less than the term of use;
 - Liability insurance coverage with respect to personal injury, death, and property damage to the limits described in the Guidelines for Liability Insurance Requirements for User Groups;
 - That the policy will not be cancelled, or its provisions modified or deleted, unless and until the insurer first sends thirty (30) days' written notice to the Department representative shown on permit.
21. **PERFORMANCE BOND:** A cash or surety bond shall be provided by Applicant, as a guarantee of faithful performance of the conditions of the Permit, prior to issuance of the Permit. As soon as security for the performance of the terms and conditions of the Permit or the settlement of claims incident thereto is no longer necessary, deposits in lieu of surety or cash bond will be returned to the Applicant/Permittee.
22. **CAMPING OUTSIDE A DESIGNATED CAMPGROUND:** If camping involves five or more sites (thirty-two or more individuals or five or more recreational units), a Temporary Campground Permit must be obtained from the local county health department. Copies of the Permit must be provided to the Department before use.
23. **FOREST FIRES:** Permittee shall take all reasonable precautions to prevent and suppress forest fires.
24. **DAMAGES:** The Permittee shall be held liable for any damages caused by operations under this Permit which may arise to forest growth, fences, crops, buildings or other improvements on State-owned property. This shall be as determined by the Department Representative.
25. **ADDITIONAL REQUIREMENTS:** Permittee shall review any additional site specific or use specific requirements (Exhibits) provided by the Department and ascertain agreement by Permittee's authorized representative's signature and date on each Exhibit. This Permit shall not be effective until such agreement is made.
26. **LIABILITY:** Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands therefore thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Permit.
27. **INDEMNIFICATION:** Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Permit; (2) the activities authorized by this Permit; and (3) the use or occupancy of the premises which are the subject of this Permit by the Permittee, its employees, contractors, or its authorized representatives.
28. **PENALTY NOTICE:** Non-compliance with terms of the written permission, if granted, will be basis for forfeiture of some or all of the performance bond, termination of the written permission, and denial of future use applications. Permissions issued under this policy do not exempt the Applicant/User from complying with existing statutes.

APPLICANT CERTIFICATION

I certify that the information submitted herein, including all attachments, is accurate and complete and that I have read and understand and agree to abide by the requirements contained on all attachments, including liability insurance and performance bonding requirements. I also understand that all remaining fees for the use of the State Land must be received by the Department within 14 days of notification of approval to the applicant or permissions may be considered void.

John Scholtz, Director
Applicant/Authorized Representative (Print or Type)

[Signature]
Signature

4/30/19
Date

FOR DNR USE ONLY

Management Unit	County	Performance Bond Type <input type="checkbox"/> Surety <input type="checkbox"/> Cash	Amount \$	Receipt Number
Other Charges \$	Receipt Number	Use Fee \$	Level of Use Score	Receipt Number
Recreation Passport Required <input type="checkbox"/> Yes <input type="checkbox"/> No		% of Gross Revenue	Receipt Number	
Insurance Aggregate Amount \$	Date Permit Issued	Date Permit Expires	Application/Permit Number	
Department Representative (Print)		Telephone Number (with area code)	E-mail Address	
Signature		Address		

☒ **ADDITIONAL REQUIREMENTS:** As contained in the attached exhibit(s).

Action Request

Electronic Submission – Request # 245



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: MICHIGAN'S EDGE MOUNTAIN BIKING ASSOCIATION

Requesting Department: PARKS AND RECREATION

Submitted By: JASON BOERGER

Agenda Item: 10H MICHIGAN'S EDGE MOUNTAIN BIKING ASSOCIATION
MEMORANDUM OF UNDERSTANDING

Suggested Motion:

To approve and authorize the Director to execute Michigan's Edge Mountain Biking Association MOU or one substantially similar, pending approval from Corporation Counsel. Further, the Director is instructed to take such actions as are necessary to implement the intent of the Commission in these matters.

Summary of Request:

Michigan's Edge Mountain Biking Association (MEMBA) has assisted parks staff with the development, maintenance, and daily monitoring at Riley Trails and Upper Macatawa Natural Area for nearly a decade. The proposed Memorandum of Understanding (MOU) formalizes the roles and expectation for each organization and allows for future improvements. The agreement has been developed in conjunction with MEMBA and has been reviewed and approved by Corporation Counsel.

Financial Information:

Total Cost: \$0.00

Parks Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

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:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:



**Ottawa County Parks &
Recreation Commission**
12220 Fillmore St. West Olive, MI 49460
(616)738-4810 www.mtottawa.org/parks

Memorandum of Understanding (MOU) between the Ottawa County Parks and Recreation Commission, herein Commission, and Michigan's Edge Mountain Biking Association (MEMBA), herein MEMBA, for the development and maintenance of mountain biking trails at various park locations as identified in Schedule 1 attached hereto.

RECITALS

1. MEMBA is a Michigan non-profit corporation that wishes to develop and maintain mountain biking trails in the Ottawa County Parks and Recreation Commission Properties.

2. MEMBA and Commission have maintained an informal partnership for several years, in which MEMBA has been permitted to construct and maintain mountain bike trails in selected Commission Properties.

3. Commission agrees to allow MEMBA to continue to maintain and improve mountain bike trails (herein Trails) in selected Commission Properties as outlined in this memorandum of understanding and the associated annual maintenance plan.

In consideration of the recitals, the mutual promises and conditions stated herein, and in recognition of the MEMBA's role as an independent contractor and not as an employee of the Commission, Commission and MEMBA agree as follows:

I. DUTIES OF THE MEMBA:

- A. Prepare plans and specifications for the construction of additional trails, trail re-routes, trail improvement or enhancements, or design or layout changes in approved Commission Properties. Such plans will be submitted to the County's Parks Coordinator of Park Maintenance and Operations (herein Staff) for review and approval. New trail construction standards, design specifications, layout considerations, and trail difficulty rating system standards may, to the extent reasonably possible, follow those promulgated by the International Mountain Bike Association (IMBA) but will in all cases follow plans which have been reviewed and approved by Staff.
- B. MEMBA agrees to inspect the Trails on a regular basis (targeting weekly) and maintain such trails in a safe condition and as outlined in the annual maintenance plan. Regular maintenance such as removing fallen or hazardous trees, trimming encroaching vegetation, trail surface stabilization, or repairs to existing amenities may be done on an as-needed basis and does not require a preapproved plan.

- C. At Upper Macatawa Natural Area, MEMBA agrees to inspect the trails for conditions that might cause damage to the trail if ridden and post the trail as either open or closed on a regular basis, and after significant rainfall/weather events as outlined in the annual maintenance plan. Trail status will be posted on site and on the MEMBA's Facebook page.
- D. Following the completion of power tool safety training either approved or conducted by the Commission, trained individual members of MEMBA may cut and/or remove from the trail trees and other vegetation that are either blocking the trail or are a potential risk to trail users using the power tool they are trained to use.
- E. Using its own equipment, MEMBA may groom or compact snow on the trail for winter fat-tire biking with prior approval of authorized Commission staff. MEMBA may be permitted to enter the park during closed hours to complete this task. Prior written consent is required to operate a power-driven groomer or compactor in the park. MEMBA may be permitted to store grooming equipment at the park upon agreement with the authorized Commission staff on the location and security.
- F. MEMBA may erect or place new structures/facilities or expand existing structures/facilities at the Riley Trails or Upper Macatawa Natural Area only with the prior written approval of The Parks Commission Director or his delegated representative. All improvements and infrastructure made by MEMBA at any park site including structures, bridges, signage, and other features will immediately become the property of the Park Commission and will remain so even after the expiration of this Memorandum of Understanding. However, if the parks plan to dispose of an improvement added at MEMBA's expense, it will first be offered as a donation to MEMBA before other disposal options are explored.
- G. The Parks Commission will insure any approved Structure/Facility constructed or placed at the park against loss or damage, however; the Parks Commission will not be liable or responsible for the contents of the structure/facility that may be the property of MEMBA, Velo-kids, or others against loss.
- H. MEMBA will provide for and bear all the costs necessary for the routine maintenance of any building(s) placed on site by MEMBA as may have been approved by Commission.
- I. MEMBA may hold organized mountain biking programs or events, subject to the prior written consent of the Commission, including coordinating, sponsoring or co-sponsoring organized competitive racing events on the trails. The Commission may advise and require coordinated traffic flow, parking, crowd control, safety precautions or cleanup. MEMBA shall follow any established Commission policies/procedures regarding Special Events or activities. Ottawa County Parks and Recreation Commission logo shall appear on all publications and signs advertising or promoting these programs and events.
- J. MEMBA will report any problems or difficulties noted relative to safety issues by users of the Trails.

- K. MEMBA agrees to meet with designated Commission employee(s) annually to review past and upcoming projects, plans, events, and material needs. At this meeting, MEMBA will deliver an annual report listing events and volunteer workdays held, the number of participants for each event/workday, along with the number of volunteer hours contributed to the Trails in the previous year. In addition, an annual maintenance plan for the coming year will be submitted and agreed upon at this meeting.
- L. MEMBA, at its organized events and workdays, agrees to adhere to and also promote and educate participants about Parks Commission Rules and Regulations that can be found at: <https://www.mississauga.org/Parks/rules.htm>

II. **DUTIES OF THE COMMISSION**

- A. Meet with the MEMBA as reasonably requested, but at least annually, to review requests for programs, plans, events, and material needs related to the Trails including approved Trail construction and maintenance, and to review issues related to this MOU.
- B. Notify MEMBA of:
 - (1) Additional opportunities to build approved trails, and;
 - (2) Development of, or changes to, Master Plans or other policy or construction issues that may impact existing Trails.
- C. Provide MEMBA reasonable access to the Parks so that it may fulfill its obligations hereunder.
- D. Provide mulch and gravel to assist MEMBA with approved projects as may be possible.
- E. Provide technical advice and assistance to MEMBA as may be possible and consistent with approved projects.

III. **HOLD HARMLESS, INDEMNITY AND INSURANCE**

- A. **Indemnification.** MEMBA agrees to indemnify, defend and save harmless the Commission and its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with MEMBA's operations or services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of MEMBA by any person pursuant to this MOU except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the Commission's operations or services where MEMBA has not been involved or acted as a partner or volunteer group. MEMBA's duty to indemnify the Commission shall survive the expiration or other termination of this MOU, but only with respect to those liabilities, expenses (including defense costs and legal fees), and claims for damages including, but not limited

to, bodily injury, death, personal injury, or property damage which arise from any of MEMBA's operations or services provided prior to the expiration or other termination of this MOU.

- B. **MEMBA's Insurance.** MEMBA shall provide and maintain at its own expense during the term of this MOU the following program(s) of insurance covering its operations. Such insurance shall be provided by the insurer(s) satisfactory to the COMMISSION as approved by the COMMISSION's Risk Management Division and evidence of such programs satisfactory to the COMMISSION shall be delivered to the COMMISSION on or before the effective date of this MOU. Such evidence shall specifically identify this MOU and shall contain the express condition that the **COMMISSION is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance shall be primary to, and not contributing with any other insurance maintained by COMMISSION, **and shall name Ottawa County Parks and Recreation Commission as an additional insured:**

Commercial General Liability: Insurance endorsed for Independent MEMBA, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury, and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

IV. **LIMITATIONS:**

- A. The MEMBA shall not sell or provide, nor cause nor allow to be sold or provided, alcoholic beverages during any of its functions without prior written permission of the Commission, including obtaining permits as may be required by the Commission's Park and Recreation Facilities Ordinance.
- B. The MEMBA shall not transfer its obligations under this MOU to other interested parties without prior written permission of the Commission.
- C. Opportunities to participate in all activities conducted by the MEMBA must be available without regard to race, religion, national origin, sex, or disability.

V. **NOTICES**

If to MEMBA:

President

If to Commission:

Jason Shamblin, Parks Director
Ottawa County Parks and Recreation
Commission
12220 Fillmore Street
West Olive, MI 49460
(616)738-4810

VI. TERM/TERMINATION

This MOU is entered into and effective this the 1st day of March 2023. This MOU shall be effective for one year from the date hereof but will automatically renew unless terminated by notice as described herein. This MOU may be terminated by either party for cause in the event that the other party remains in non-compliance with this MOU after thirty (30) days notice of such non-compliance. Either party hereto may terminate this MOU without cause and for any reason with a minimum of ninety (90) days written notice. This MOU contains the entire agreement between the parties and may not be altered except by a written amendment executed by both parties.

[NO FURTHER TEXT THIS PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT TO BE EFFECTIVE AS OF THE DATE ABOVE WRITTEN:

MICHIGANS EDGE MOUNTAINING BIKING ASSOCIATION, a Michigan non-profit corporation

By:_____

, its President

OTTAWA COUNTY PARKS AND RECREATION COMMISSION

By:_____

Jason Boerger, Coordinator of Park Maintenance and Operations

Jason Shamblin, Parks Director

SCHEDULE 1

Current Trails

Riley Trails

Upper Macatawa Natural Area

Pigeon Creek Park

Action Request



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 03/22/2023

**Requesting
Department:**

Submitted By: Jason Shamblin

**Agenda
Item:** 10I 2022 FINANCIAL REPORT

Suggested Motion:

Information Only

Summary of Request:

The 2022 Fiscal Year closed September 30, 2022. Since that time, the County's Fiscal Services department has worked to close out the fiscal year culminating with an annual audit which is nearly finalized. No additional changes are anticipated. Revenues exceeded the budget and expense came in below the budget. This amounts to a projected net gain in fund balance. As we were preparing the 2023 budget, we projected a positive impact to the beginning fund balance. The projected gain in the beginning 2023FY fund balance is \$182,561.

Financial Information:

Total Cost: \$0.00	Parks 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 Parks Plan:

Goal: Goal 4: Ensure organizational sustainability.

Objective: Goal 4, Objective 1: Continue to emphasize responsible financial management and transparency in all aspects...

Administration: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation
Director:

Committee/Governing/Advisory Board Approval Date:



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

MEMORANDUM

Date: March 6, 2023
To: Parks Commission Finance & Policy Committee
From: Kyle Roffey, Administrative Assistant
RE: 2022 Final Budget (unaudited)

Please find attached the Fiscal Year 2022 Final Budget (unaudited). This budget has been reviewed by Fiscal Services and they are not anticipating any changes; the external auditors are completing their final audit approval.

A note on Fund Balance: When we state the beginning or ending fund balance on proposed budget reports, the fund balance is a representative of receiving 100% of the budgeted revenue and spending 100% of the budgeted expenditures during the prior year (beginning) or current year (ending).

Beginning Fund Balance: \$2,278,560

Revised Beginning Fund Balance: \$3,140,293

When the preliminary 2022 budget report was release, the proposed beginning fund balance was prior to the final 2021 budget; therefore, it reflected 100% of revenue and 100% of expenditures for the 2021 budget year.

The revised beginning fund balance for 2022 reflects the final audited revenue and expenditures posted for fiscal year 2021.

User fees

The budget was reduced due to Fiscal Services reclassification of the account "Sales" from User Fees to Other Revenue.

The increase is due to the following revenue over budget:

Reservations of \$83k

Entrance Fees of \$47k

Pigeon Creek revenues of \$68

Other Revenues

The actuals include the reimbursement amount of \$450k from Ottawa County Parks Foundation (OCPF) for projects completed during Fiscal Year 2021 prior to the CIP Parks Fund creation.

Unrestricted Funds

The increase is due to the increase in revenue over what was budgeted and the decrease in actual expenditures.

Capital Expenditures

The Parks CIP fund was created in 2022 after we generated the proposed budget.

All capital projects were removed from the Parks Operating Fund (20817510) and moved to the newly created CIP fund (40807510). Therefore, the Capital Supplies, Capital Contracts, Grounds/Building improvements, Grants, and Capital Donations are blank.

Park Millage Capital Expenditures

The park millage capital expenditure amount is the 2022 CIP plan amount transferred from the Parks Operating Fund to the Parks CIP fund.

Budget Summaries

The revised budget summaries reflect only the Parks Operating Fund.

Fund Balance

The revised fund balance reflects only the Parks Operating Fund.

Ending Fund Balance: \$1,300,320

Revised Ending Fund Balance: \$2,769,479

The difference in the ending fund balance is due to actual versus budgeted income and expenditures for 2022.

The revised 2022 ending fund balance will be the beginning 2023 fund balance once it is audited.

OTTAWA COUNTY PARKS

2022 Preliminary Final Budget

Beginning Fund Balance:		\$2,278,560	\$3,140,293	
OPERATING REVENUE	Original	Budget	Revised Budget	Actual (not audited)
Millage		\$ 4,313,220	\$ 4,313,220	\$ 4,366,588
User Fees		\$ 736,415	\$ 724,345	\$ 884,567
Other Revenues, Reim		\$ 156,798	\$ 175,129	\$ 538,744
Interest on Investments		\$ 32,464	\$ 32,464	\$ 30,129
General Fund		\$ 345,717	\$ 415,695	\$ 414,803
TOTAL OPERATING REVENUE		\$5,584,614	\$5,660,853	\$6,234,831
OPERATING EXPENDITURES				
Personnel		\$ 3,028,827	\$ 3,139,940	\$ 2,968,932
Supplies		\$ 376,936	\$ 404,745	\$ 353,663
Contractual Services		\$ 1,440,634	\$ 1,519,801	\$ 1,351,948
TOTAL OPERATING EXPENDITURES		\$ 4,846,397	\$5,064,486	\$4,674,543
UNRESTRICTED FUNDS		\$ 738,217	\$ 596,367	\$ 1,560,288
CAPITAL EXPENDITURES	Donation/Grant	Projects Cost		
Capital Supplies		\$ 34,800		
Capital Contracts				
Grounds/Building Improv		\$ 74,300		
State/Federal/Other Grants	\$ 2,629,757			
Capital Donations/Reim/Sale	\$ 2,384,236			
Park Millage Capital Expenditures		\$5,761,851	\$1,931,104	\$1,931,104
Total Capital Expenditures		\$5,870,951	\$1,931,104	\$1,931,104
BUDGET SUMMARIES				
Total Revenues with Grants	\$10,598,607		\$ 5,660,853	\$ 6,234,831
Total Parks Expenditures		\$ 10,717,348	\$ 6,995,589	\$ 6,605,645
FUND BALANCE - Current Year	(\$118,741)		\$ (1,334,736)	\$ (370,814)
FUND BALANCE - Overall	\$1,300,320		\$1,805,557	\$2,769,479

Action Request

Electronic Submission – Request # 249



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: 2023 BUDGET UPDATE AND ADJUSTMENTS

Requesting Department: PARKS AND RECREATION

Submitted By: SHAMBLIN

Agenda Item: 10J 2023 BUDGET UPDATE AND ADJUSTMENT

Suggested Motion:

To approve the 2023 budget adjustments per the attached memo

Summary of Request:

- 1) 2023 year to date budget update included
- 2) 2023 proposed budget adjustment processed during the first quarter for appropriation changes and line item adjustments.

Throughout a Fiscal Year routine budget adjustment are required to transfer funds from one account to another within the same fund but do not impact the overall expense or income totals. Traditionally this is due in part because budgets are prepared and approved several months prior to the new year. When this happens, staff make this adjustment within the County's accounting software, Munis.

When adjustments impact the overall expense or income totals (appropriation changes), such as securing a grant that was not included in the budget, staff work with Fiscal Services to process this adjustment per the County Budget Policy. The budget adjustment then goes to the Board of Commissioners to approve, incorporating the adjustment in the annual budget.

Financial Information:

Total Cost: \$921,827.00	Parks Fund Cost: \$921,827.00	Included in Budget: No
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If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

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

Objective:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY PARKS

2023 BUDGET

	Original	Revised	YTD - Actual
Beginning Fund Balance	\$ 2,586,918	\$ 2,769,479	
Operating Revenue			
Millage	\$ 4,555,196	\$ 4,561,196	\$ 3,700,788
User Fees	\$ 915,056	\$ 972,931	\$ 212,854
Interest on Investment	\$ 40,000	\$ 40,000	\$ -
Other Revenue	\$ 619,452	\$ 571,262	\$ 130,585
Total Operating Revenue	\$ 6,129,704	\$ 6,145,389	\$ 4,044,227
Operating Expenditures			
Personnel	\$ 3,369,356	\$ 3,479,356	\$ 1,108,051
Supplies	\$ 370,930	\$ 377,530	\$ 57,896
Contractual Services	\$ 1,415,328	\$ 1,536,240	\$ 531,260
Total Operating Expenditures	\$ 5,155,614	\$ 5,393,126	\$ 1,697,207
2023 UNAPPROPRIATED FUNDS	\$ 974,090	\$ 752,263	
Total Capital Expenditures	\$ 8,546,177	\$ 16,015,150	
Capital Revenue			
State/Federal/Other Grants	\$ 4,519,300	\$ 4,969,300	
Capital Donations/Reim/Sale	\$ 2,520,127	\$ 8,839,100	
Total Capital Revenues	\$ 7,039,427	\$ 13,808,400	
2081 Park CIP Fund Transfer	\$ 1,506,750	\$ 2,188,966	
Total Parks Expenditures	\$ 13,701,791	\$ 21,408,276	
Total Parks Revenues	\$ 13,169,131	\$ 19,953,789	
Net 2023 Impact on Operating Fund Balance	\$ 532,660	\$ 1,454,487	
Parks End of Year Projected Operating Fund Balance	\$ 2,054,258	\$ 1,332,776	



MEMORANDUM

To: Parks and Recreation Commission
From: Jason Shamblin, Director
Date: March 17, 2023
RE: 2023 budget adjustments

Budget Adjustments:

Throughout a Fiscal Year routine budget adjustment are required transferring funds from one account to another within the same fund but do not impact the overall expense or income totals. Traditionally this is due in because budgets are prepared and approved several months prior to the new year. When this happens, staff make this adjustment within the County's accounting software, Munis.

When adjustments impact the overall expense or income totals (appropriation changes), such as securing a grant that was not included in the budget, staff work with Fiscal Services to process this adjustment per the County Budget Policy. The budget adjustment then goes to the Board of Commissioners to approve incorporating in the annual budget.

2023 Budget Adjustments to date:

Budget adjustments 1 – 9, are budget correction after the Parks Commission approved the budget at the 8/4/22 Parks Commission meeting and prior to incorporation and adoption of the County Budget.

1. As noted in the Memo accompanying the 2023 budget proposal, reimbursement of vehicles sold may be held until the following fiscal year in order to standardize the process across all county department. As a result, the Transfer from Equipment – will be decreased by \$103,169
 - Revenue - 20817512-69664 - Other Revenue: - \$103,169 (funds will be received in 2024 Fiscal Year)
2. Innovation and Technology increased the Innovation & Technology Operational Supplies account for additional hardware replacements due to reaching useful life expectancy.
 - Expense - 20817510-740000 –Innovation & technology Operational Supplies \$4,600
3. Innovation and Technology decreased Service Contracts.
 - Decrease due to Innovation & Technology Department adjustments
 - Expense - 20817510-808000 - Service Contracts – decreased - \$999.12
4. Membership and Dues – Increase in Expense \$125
 - Expense 20817510-830000 - Membership and Dues \$125

Memo

5. Telephone – Increase in Expense \$624
 - Expense - 20817510-850000 – Expense - Telephone \$624
6. Conferences & Other Travel – Decrease in Expense \$40
 - Limited increase allowed per County policy in this account
 - Expense - 20817510-861000 - Expense - Conferences & Other Travel -\$40
7. Internet – Increase in Expense due to vendor increase \$580
 - Expense - 20817510-920005 – Expense – Internet \$580
8. Equipment Rental – Increase in Expense Fiscal adjustment \$10,950
 - Expense - 20817512-940000 – Expense – equipment pool \$10,950
9. CIP Parks Fund Transfer – Increase in Fund Transfer \$232,216
 - Projects adjustments reviewed by Parks Commission in August
 - 20817510-994080 \$222,736

Budget adjustment 10 - 14 were made as a result of grants received.

10. Internet service security upgrades - appropriate - \$1,650 from the Parks Fund balance. B/C 22-248 – Nov. 22, 2022
 - New building access requires internet service. Although it was identified prior to the budget approval, the grant had not been awarded and timing of the installation and service costs were unknown.
 - Monthly internet service costs - Estimated \$110 per month
 - Anticipated installation: April - with billing starting in May - 5 months of service
 1. Facilities / Account
 1. Expense - 20817522 920005 \$550 - Weaver House
 2. Expense - 20817520 920005 \$550 - Connor Cabin
 3. Expense - 20817521 920005 \$550 - Grand Ravines
11. Hope College – Mellon Grant – Arts in the Parks - net zero budget change. B/C 22-248 - November 22, 2022
 - Arts in the Parks aims to develop community collaboration between the faculty and students in the Hope College Arts and Humanities division and the people of Ottawa county through the Ottawa County Parks. As we near completion of the engagement sessions, grant funds need to be allocated to fund staff organization of the final report. This was originally anticipated to be contracted by Hope. As a result, neither the revenue nor expense were allocated in the 2023 Parks budget.
 - Revenue - 20817511-581000 - \$6,000. Hope – Mellon Grant – reimbursement
 - Expense - 20817511-808000 - \$6,000 consultant contract – Hope – Mellon Grant

12. OCIA Transfer-Fee Stations – decrease \$3,950 B/C 22-248 – November 22, 2022

- Data entry error, incorrect amount entered for expense.
 1. Revenue – 2081-397701 \$3,950 – Ottawa County Insurance Authority
 2. Expense - 20817512 – 970000 \$3,950 - Capital Outlay

13. Ottawa Sands Wetland Restoration \$450,000, net zero with grants. B/C 22-238 – November 22, 2022

- Restoration project along shoreline around lake at Ottawa Sands.
 - Revenue - 40807510-505000 – \$400,000 – Save our Great Lakes Grant (SOGL)
 - Revenue - 40807510-566000 – \$50,000 - MI DNR Fisheries Habitat Grant (to be awarded)
 - Expense - 40807510-974000 – \$450,000 – Project Account

14. Ottawa County Parks Foundation - \$73,000 – Grant, funding a portion of the Coordinator of Fund Development and Major Gifts appropriate remaining - \$37,000 staffing costs from the Parks Fund balance.

- Revenue – 20817510-675010 \$73,000 – Grant
- Expense – 20817510-704000 \$66,000 – Salaries
- Expense – 20817510-715000 \$44,000 – Social Security and benefits

Budget adjustments 15 was a reallocation of Capital Project funds

15. Increase to Grand Ravines Treehouse Project – CP2207 - Increase \$55,558.67 B/C 22-287 – December 13, 2022

- Reallocation of CIP project funds to accommodate increased project costs.
 - Reallocate remainder of the Pigeon Creek Trail Expansion project funds \$19,900.00
 - Reallocate a portion of the Paw Paw Park capital improvement funds \$25,000.00
 - Reallocate a portion of the Trail Improvement capital improvement funds \$5000.00

Budget adjustment 16 is an increase in new revenue and new appropriations to support the implementation of the virtual Motor Vehicle software program.

16. Parking Fee Station Virtual Motor Vehicle software programs to link Parking Fee Stations with online membership and administrative support. - B/C 22-94 – December 7, 2022

- Revenue – 20817523-607012 – 43,875 increase income – MVP Fees (Civil infraction fines) – estimated 1,500 citation per year) – $\frac{3}{4}$ of a fiscal year– (annual income projected at **\$58,500**)
- Expense – 20817523 – 850000 – 6 months - mobile data for 8 handheld devices - \$1,920 increase
- Expense – 20817523 – 808000 - \$40,000 increase:
 - \$21,000 - increase – Digital Permit Software - \$3,000 per month x 7 months – (March, April, May, June, July, August, September)
 - \$12,000– increase - Digital Parking enforcement Software - \$1,666 per month x 7 months (March, April, May, June, July, August, September)
 - \$4,000 - increase – Onetime implementation fee - Digital Software

Memo

- \$3,000 - increase – \$.05 transaction fee - Digital permit & Enforcement Software – estimate 50,000 transaction x .05 fee

Budget adjustment 17 is an increase in revenue due to the Managed Services Agreement for Port Sheldon Township Parks, Windsnest and Kouw Parks – \$12,500.

17. Management agreement for Kouw and Windsnest Parks –\$12,500

- Revenue – 20817523-607012 - \$12,500

18. With the addition of grant funded fee stations for Tunnel and Kirk Parks, additional wireless connection is required for the summer season as well as merchant fees - appropriate parks Fund balance: \$3,220

- Expense – 20817523-920005 – Internet expense \$720
- Expense – 20817523-810000 – Bank Charges - \$2,500 – Bank Service Charges

19. Net zero budget change YenFeng Donation \$1,000 – for NRM planting.

- Corporate donation received offsetting
 - Revenue – 20817510-675010 \$1,000 – Donations
 - Expense – 20817510- 938010 \$1,000 – Landscaping

20. Net zero budget change Mellon Grant Arts in the Parks grant increase \$3,810.12

- Revenue – 20817511-675010 \$3,810.12 – Donations
- Expense – 20817511-808000 \$3,810.12 – Contracted Services

21. NEC Budget Adjustments unanticipated program expenses and revenues. Programing opportunities utilizing contracted instructors for Nutrition, Health, Fitness & Sports were planned after FY23 budget was approved. Such programs are planned to cover all cost. Additional program or exhibit costs were identified after the budget was approved. If program registrations don't reach minimum numbers, the programs are canceled - appropriate parks Fund balance: \$5,000

- Expense – 20817511 – 808000 – Contracted Services – transportation service - \$1,500
- Expense – 20817511 – 808000 – Contracted Services – Instructor Agreement - \$1,500
- Expense – 20817511 – 764007 – NEC supplies for general exhibits - \$2,000
- Revenue – 20817511 – 607000 – Recreation Programs revenue - \$1,500

Action Request

Electronic Submission – Request # 250



Ottawa County Parks &
Recreation Commission

Committee: Parks Board

Meeting Date: 3/22/2023

Vendor/3rd Party: CIP

Requesting Department: PARKS AND RECREATION

Submitted By: TERHAAR

Agenda Item: 10K 2024 CAPITAL IMPROVEMENT PROJECT REQUEST

Suggested Motion:

Information Only

Summary of Request:

In order to allow Fiscal Services to compile the County's budget, they request that we share our preliminary CIP projects in April. Staff reviewed the proposed CIP schedule with the Parks Commission Planning Committee and the Parks Commission Finance and Policy Committee. The Parks Commission will not finalize and approve the new 2024 CIP projects until the final budget document is approved by the Parks Commission.

Proposed 2024 CIP Project – Idema Explorers Trail – Bass River West Ph 2. With an estimated project budget at \$1,182,491. Funding for this segment will come from state grants.

Financial Information:

Total Cost: \$1,182,491.00

Parks Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by Parks Director:

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY PARKS DRAFT CAPITAL IMPROVEMENT SCHEDULE FOR LAND/EASEMENTS AND PROJECTS \$50,000 AND OVER

YEAR	Project	Total Cost	Grant/Donation	Net Cost
2024	Idema Explorers Trail - Bass River West Ph 2	\$ 1,182,491	\$ (1,182,491)	\$ -
2024				\$ -
2025	Grose Park Playground Renovation	\$ 107,000		\$ 107,000
2025	Kirk Park Dune Stairs and Overlook	\$ 140,000	\$ (70,000)	\$ 70,000
2025	Idema Explorers Trail - Bend Phase 2	\$ 822,188	\$ (815,688)	\$ 6,500
2025	Paw Paw Macatawa Greenway Trail	\$ 1,000,000	\$ (800,000)	\$ 200,000
2025	Idema Explorers Trail - Bass River Central	\$ 2,202,092	\$ (2,202,092)	\$ -
2025	Idema Explorers Trail - Eastmanville Connector	\$ 1,463,198	\$ (1,078,198)	\$ 385,000
2025	Idema Explorers Trail - Allendale Segment	\$ 1,917,052	\$ (1,937,052)	\$ (20,000)
2025	Bend Area Phase 4 Acq.	\$ 597,800	\$ (345,300)	\$ 252,500
2025				\$ 1,001,000
2026	HOB Cottage Area Improvements	\$ 339,000		\$ 339,000
2026	Kirk Park Pavement reconstruction	\$ 490,000		\$ 490,000
2026	Idema Explorers Trail - Bend Phase 1	\$ 484,932	\$ (363,848)	\$ 121,084
2026				\$ 950,084
2027	Idema Explorers Trail - Amenities	\$ 310,000	\$ (310,000)	\$ -
2027	Idema Explorers Trail - Bend Phase 3	\$ 596,730	\$ (596,730)	\$ -
2027	Idema Explorers Trail - Bass River East	\$ 1,193,942	\$ (1,193,942)	\$ -
2027				\$ -
TOTAL CAPITAL IMPROVEMENTS		\$12,846,425	\$ (10,895,341)	\$ 1,951,084