



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

JOSHUA M. FREEMAN
COORDINATOR

**PUBLIC WORKS COMMITTEE
Monday, October 2, 2017, 9:15 a.m.
AGENDA**

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES – September 18, 2017 - Attached

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

A. P100217VIIA: Drain Commission: Request approval to terminate a general easement for storm sewer for the parcel located at 4487 Miller Road, Flint Township – Attached

B. P100217VIIB: Drain Commission: Request approval to dispose of excess property located at 2510 N. Irish Road, Davison Township, place on the market through a local realtor, and authorize the Drain Commissioner to execute the sale documents – Attached

C. P100217VIIC: Parks Commission: Request approval to accept the terms of the MI-DNR Project Agreement for grant #16-0205 for the purpose of acquisition of properties for the Flint Riverfront Restoration Project – Attached **(ROLL CALL VOTE REQUESTED)**

VIII. OTHER BUSINESS

IX. ADJOURNMENT

PUBLIC WORKS COMMITTEE
Monday, September 18, 2017, 9:15 a.m.
MINUTES



CALL TO ORDER

Chairperson Henry called the Public Works Committee meeting to order at 9:22 a.m.



ROLL CALL

Roll Call.

Present: Nolden, Clack, Ellenburg, Courts, Young, Shapiro, Cousineau, Henry, Martin.



MINUTES – August 28, 2017 - Attached

Motion: To approve minutes of the August 28, 2017 Public Works Committee meeting, as presented.

Action: Approve, **Moved by** Nolden, **Seconded by** Ellenburg.
Motion passed unanimously.



PUBLIC COMMENT TO COMMITTEE

Jon Care commented on the demo project.



COMMUNICATIONS

None



OLD BUSINESS

None



NEW BUSINESS

P091817VIA: Drain Commission: Request approval of refinancing KWA Revenue Bonds --
Attached

Motion: To approve refinancing KWA Revenue Bonds.

Action: Approve, **Moved by** Young, **Seconded by** Martin.
Motion passed unanimously.

Commissioner Young asked Commissioner Wright how much money refinancing the bonds would save. Commissioner Wright stated based on the contract that we currently hold and what we project it will save Flint \$1,000,000 annually for 28 years and \$2,000,000 annually for 28 years.



Commissioner Wright gave an update on the 42 inch pipeline at Potter Road in Davison, Burton, and Richfield Township. He stated the pipeline is 95% complete and should be completed in October, 2017. The water treatment plant has been operating for over two months. The treatment plant came in on time and on budget. Chairperson Henry requested that an announcement be made when the projects goes live.



P091817VIIB: Animal Control: Request approval to amend the architect contract with CHMP to reflect the updated estimate for the Animal Shelter upgrade and to increase the original design phase base fee from \$205,900 to \$414,627 -- Attached

Discussion ensued.

Chairperson Henry would like to take this agenda item back to the Public Works Subcommittee to take a look at the scope of it. Commissioner Young would like to move it to the Public Works Subcommittee on Wednesday and bring to full board on Monday to make sure that we are moving forward.

Motion: To approve request to amend the architect contract with CHMP to reflect the updated estimate for the Animal Shelter upgrade and to increase the original design phase base fee from \$205,900 to \$414,627.

Action: Approve, **Moved by** Nolden, **Seconded by** Ellenburg.

Vote: Motion passed (**summary:** Yes = 8, No = 1, Abstain = 0).

Yes: Clack, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.

No: Courts.

Discussion ensued as to what the motion actually was. Chairperson Henry stated that the motion on the floor is the motion on the agenda.



Commissioner Courts stated she would like to change her vote.

Motion: To approve allowing Commissioner Courts to change her vote.

Action: Approve, **Moved by** Martin, **Seconded by** Cousineau.

Motion passed unanimously.

Commissioner Courts changed her no vote to a yes vote.

Motion: To approve request to amend the architect contract with CHMP to reflect the updated estimate for the Animal Shelter upgrade and to increase the original design phase base fee from \$205,900 to \$414,627.

Action: Approve, **Moved by** Nolden, **Seconded by** Ellenburg.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 9, No = 0, Abstain = 0).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.



P091817VIIC: Board Coordinator: Request approval to enter into a contract with Redstone Architects to act as architectural advisor for an amount not to exceed \$25,000 – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve entering into a contract with Redstone Architects to act as architectural advisor for an amount not to exceed \$25,000

Action: Approve, **Moved by** Nolden, **Seconded by** Young.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 9).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.



P091817VIID: Board Coordinator: Request approval directing Corporation Counsel to draft an amendment to the enabling legislation (Parks Commission) to include clauses that require the Genesee County Parks Commission to adhere to the officially adopted Travel and Purchasing Policies for Genesee County – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve request directing Corporation Counsel to draft an amendment to the enabling legislation (Parks Commission) to include clauses that require the Genesee County Parks Commission to adhere to the officially adopted Travel and Purchasing Policies for Genesee County.

Action: Approve, **Moved by** Cousineau, **Seconded by** Clack.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 9).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.



P091817VIIE: Building & Grounds: Request approval for an updated Engineering Condition Appraisal report for the Administration Parking Structure from Carl Walker, Inc. not to exceed \$8,000 – Attached

Motion: To approve request for an updated Engineering Condition Appraisal report for the Administration Parking Structure from Carl Walker, Inc. not to exceed \$8,000.

Action: Approve, **Moved by** Ellenburg, **Seconded by** Cousineau.

Motion passed unanimously.



P091817VIIF: Building & Grounds: Request approval for an appropriation from the general fund not to exceed \$100,000 and to have Johnson & Wood replace the existing

water coolers with filtered water coolers in the county facilities that are supplied by the City of Flint municipal water source – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve request for an appropriation from the general fund not to exceed \$100,000 and to have Johnson & Wood replace the existing water coolers with filtered water coolers in the county facilities that are supplied by the City of Flint municipal water source.

Action: Approve, **Moved by** Young, **Seconded by** Nolden.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 9).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.



P091817VIIG: GVRC: Request approval to extend the physician services contract with Dr. Larry Kage for a second one (1) year period and to increase the per visit amount to \$195.00 – Attached

Motion: To approve request to extend the physician services contract with Dr. Larry Kage for a second one (1) year period and to increase the per visit amount to \$195.00.

Action: Approve, **Moved by** Nolden, **Seconded by** Young.

Motion passed unanimously.



P091817VIIH: Planning Commission/Purchasing: Request approval to enter into a contract with Bedrock Building, Inc. for the rehabilitation of a residential property at 6063 Natchez Drive, Mt. Morris, MI (IFB 17-121) – Attached

Motion: To approve request to enter into a contract with Bedrock Building, Inc. for the rehabilitation of a residential property at 6063 Natchez Drive, Mt. Morris, MI (IFB 17-121)

Action: Approve, **Moved by** Nolden, **Seconded by** Martin.

Motion passed unanimously.



OTHER BUSINESS

None



ADJOURNMENT

Chairperson Henry adjourned the Public Works Committee meeting at 10:02 a.m.

Transcribed by:

Kimberly L. Cunningham
Secretary/Stenographer



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

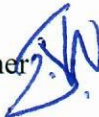
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

MEMORANDUM

DATE: September 21, 2017

TO: Ted Henry, Chairperson
Public Works Committee

FROM: Jeff Wright, Drain Commissioner 

SUBJECT: Termination of Easement

In June of 2014, a general easement was executed for storm sewer for the parcel at 4487 Miller Road in Flint Township. Since that time a new general easement for storm sewer has been prepared and executed.

That being said, this easement is no longer necessary, and the current owners have requested a termination of said easement. Our office has no objections to this request. We have included the proposed Termination Agreement for your consideration. We are requesting the County Board's authorization to execute the agreement.

We therefore, respectfully request that a termination of easement be placed on the next regularly scheduled meeting of the Public Works Committee.

Should you have any questions, do not hesitate to contact this office.

CC: JFO

**TERMINATION OF GENERAL EASEMENT AND RIGHT OF WAY GRANT FOR
STORM SEWER CONSTRUCTION AND MAINTENANCE
GENESEE COUNTY, MICHIGAN**

THIS TERMINATION OF GENERAL EASEMENT AND RIGHT OF WAY GRANT FOR STORM SEWER CONSTRUCTION AND MAINTENANCE, GENESEE COUNTY, MICHIGAN, AGREEMENT ("Agreement") is made this _____ day of _____, 2017, by and between the **COUNTY OF GENESEE, MICHIGAN**, a political subdivision of the State of Michigan, whose address is G-4610 Beecher Road, Flint, Michigan (hereinafter "County") and **BYBLOS DEVELOPMENT, INC.**, a Florida corporation, whose address is 7932 W. Sand Lake Road, Suite 102, Orlando, Florida 32819 (hereinafter "Byblos"). The County and Byblos may sometimes collectively be referred to in this Agreement as the "Parties".

RECITALS

A. Byblos owns that certain real property located in the Township of Flint, Genesee County, Michigan, more particularly described in Exhibit A attached hereto ("Byblos Parcel").

B. On August 31, 2017, Byblos purchased the Byblos Parcel from 4Z Flint, LLC, a Michigan limited liability company, whose address is 18400 Tara Drive, Clinton Township, Michigan 48306 (hereinafter "4Z"), making Byblos the successor in interest to 4Z.

C. 4Z granted an easement to construct, operate, maintain, repair and/or replace a storm sewer to the County, which was recorded in Instrument No. 2014063000052288 in the public records of the Genesee County Register of Deeds on June 30, 2014 at 10:17 AM (the "Easement").

D. The Easement was erroneously given by 4Z to the County.

E. As the Easement was granted by 4Z to the wrong entity, the County and Byblos have agreed to terminate the Easement.

NOW, THEREFORE, IT IS RESOLVED AND AGREED, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby cancel and terminate the Easement, as to all the land situate, lying and being in Genesee County, State of Michigan and being more particularly described as follows:

A 10.00 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHWEST 1/4 SECTION 28, T7N-R6E. TOWNSHIP OF FLINT, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 22 OF MILLER ROAD ACRES ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 16 OF PLATS, PAGE 31, GENESEE COUNTY RECORDS; THENCE N26° 11'00"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SPRY STREET 70.00 FEET AND S63° 49'00"W 168.74 FEET TO THE POINT OF BEGINNING; THENCE S63°49'00"W 10.06 FEET; THENCE N32°11'09"W, 192.00 FEET; THENCE N39°51'27"W, 124.08 FEET; THENCE N50°08'33"E, 10.00 FEET; THENCE S39°51'27"E, 116.94 FEET; THENCE N14°43'04"E, 83.67 FEET; THENCE S75°16'56"E, 10.00 FEET; THENCE S14°43'04"W, 91.60 FEET; THENCE S32°11'09"E, 188.75 FEET TO THE POINT OF BEGINNING.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND AGREED, that Byblos, its successors and assigns hereby agree to indemnify and hold harmless the County, its officials and employees, its successors and assigns, from and against any and all liability, costs, actions, claims, damages, and expenses including reasonable attorney's fees, arising in connection with the construction, operation, maintenance, repairs and/or replacement the storm sewer over, across, under and through the Easement described above.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND AGREED, this Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors and assigns.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND AGREED, this **TERMINATION OF GENERAL EASEMENT AND RIGHT OF WAY GRANT FOR STORM SEWER CONSTRUCTION AND MAINTENANCE, GENESEE COUNTY, MICHIGAN** is exempt from the provisions of the county Transfer Tax in accordance with MCL 207.505(a), 1966 PA 134, SEC 5(a); MCL 207.505(h), 1966 PA 134, SEC 5(h); and the state Transfer Tax in accordance with MCL 207.526(a), 1993 PA 330, SEC 6(a) and MCL 207.526(h)(i), 1993 PA 330, SEC 6(h)(i).

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the day and year first written above.

Signed, sealed and delivered
in the presence of:

COUNTY OF GENESEE

Printed Name:

By: _____
Jeff Wright
Drain Commissioner

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

On this _____ day of _____, 2017, before me _____ in and for said County, personally appeared to me, Jeff Wright, in his capacity of Drain Commissioner of the County of Genesee, known to be the person described in and who executed the same as his free act and deed.

Legal Signature

Print Name

Notary Public, Genesee County, Michigan
My commission expires: _____
acting in the County of Genesee

Signed, sealed and delivered
in the presence of:

BYBLOS DEVELOPMENT, INC.
A Florida corporation

Printed Name:

By: _____
Joseph S. JeBailey
Its: President

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

On this _____ day of _____, 2017, before me _____ in and for said County, personally appeared to me, Joseph S. JeBailey, in his capacity of President of Byblos Development, Inc., known to be the person described in and who executed the same as his free act and deed.

Legal Signature

Print Name

Notary Public, _____ County
State of Florida
My commission expires: _____
acting in the County of Orange

ACKNOWLEDGMENT

The undersigned, as manager of 4Z Flint, LLC, acknowledges the content and approves the form, of the foregoing Termination of General Easement and Right of Way Grant for Storm Sewer Construction and Maintenance between the County of Genesee, Michigan, and Byblos Development, Inc.

Signed, sealed and delivered
in the presence of:

4Z FLINT, LLC
a Michigan limited liability company

Printed Name:

By: _____
Peter N. Zingas
Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

On this ____ day of _____, 2017, before me _____ in
and for said County, personally appeared to me, Peter N. Zingas, in his capacity as Manager of
4Z Flint, LLC, known to be the person described in and who executed the same as his free act
and deed.

Legal Signature

Print Name

Notary Public, Genesee County, Michigan
My commission expires: _____
acting in the County of Genesee

PREPARED BY:

Kevin K. Kilby, Esq.
McGraw Morris P.C.
2075 W. Big Beaver Road, Ste. 750
Troy, MI 48084

RETURN TO:

John F. O'Brien
Genesee County Drain Commissioner's Office
G-4610 Beecher Road
Flint, MI 48532



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617


PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

MEMORANDUM

DATE: September 21, 2017

TO: Ted Henry, Chairperson
Public Works Committee

FROM: Jeff Wright, Drain Commissioner 

SUBJECT: 2510 Irish Road

As part of the construction of the 42" pipeline, the County Agency was required to acquire the above reference property. We have constructed the watermain, as well as prepared and received the title for a new easement across the property. The land and house are no longer necessary.

We are requesting authorization to dispose of excess property and are preparing to place it on the market through a local realtor. We are further requesting that the Drain Commissioner, as County Agency, has the authority to execute the sale when an acceptable offer is received.

We are requesting that the Public Works Committee approve this request and move it forward to the County Board of Commissioners for approval.

Should you have any questions, do not hesitate to contact this office.

CC: JFO



201708280056977 P:3 F:\$30.00
 Received: 8/28/2017 2:50 PM
 Recorded: 8/28/2017 2:51 PM
 John J. Gleason T20170039921
 Genesee County Register INTR

GENERAL EASEMENT GRANT FOR
 WATER MAIN CONSTRUCTION AND MAINTENANCE
 GENESEE COUNTY, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS: That Genesee County Drain Commissioner's Office, party of the first part, residing at 2510 N. Irish Road, Davison, Michigan 48423 for and in consideration of the sum of One Dollar (1.00\$) Dollars paid to him/her by the Genesee County Drain Commissioner's Office, as County Agency, party of the second part, whose address is G-4610 Beecher Road, Flint, Michigan 48532, hereinafter called the "County Agency," does hereby grant, convey and release to the said party of the second part, a 20 foot wide permanent easement and right of way in which to construct, operate, maintain, repair and/or replace a water main and appurtenances over, across, under and through the following parcels of land situated in the County of Genesee, Michigan and described as:

Tax Parcel No. 025-05-05-502-022

Lot 22, "Irish Village", according to the recorded plat thereof, as recorded in Plat Liber 26, Page 79, Genesee County Records.

In a public easement and right of way thereon which is to be located approximately as follows:

A 20 foot wide easement being 10 feet each side of a centerline described as beginning at a point on the west line of Lot 22, "Irish Village", which is 40 feet southerly from the northwest corner of said Lot; thence northeasterly to a point on the north line of said Lot 22 which is 41 feet easterly from the northwest corner of said Lot; easement lines are to be extended or shortened as necessary to terminate at the west and north lines of the above described parcel.

See attachment A

And to enter upon sufficient land adjacent to said easement and right of way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims for damage arising from incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part and except that any existing buildings, structures or fences, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and assigns.

IN WITNESS WHEREOF, The party of the first part hereunto affixed signatures (s) this 11th day of August A.D., 2017.

[Signature]

[Signature]
 Jeffrey Wright
 Genesee County Drain Commissioner
 Genesee County Drain Commission

STATE OF MICHIGAN }
 COUNTY OF Genesee }

On this 11th day of August, 2017, before me, a Notary Public, in and for said County, personally appeared to me Jeffrey Wright to me personally known, who being by me duly sworn did say that he is the Drain Commissioner of the Genesee County Drain Commissioner's Office, and who executed the within instrument; and that said instrument was signed on behalf of said Commissioner's Office by authority of its County Agency; and said Drain Commissioner Jeffrey Wright acknowledged said instrument to be the free act and deed of said Genesee County Drain Commissioner's Office.



[Signature]
 (Signature)
Janis M. Wells
 (Print Name)

Notary Public, Genesee County, Michigan
 Acting in the County of Genesee
 My commission expires: 05/20/18

Easement Description and Exhibit Completed by:
 Matthew T. Raysin, PE
 Genesee County Drain Commissioner's Office

EXEMPTIONS MCL 207.526 (1)
 EXEMPTIONS MCL 207.505 (1)

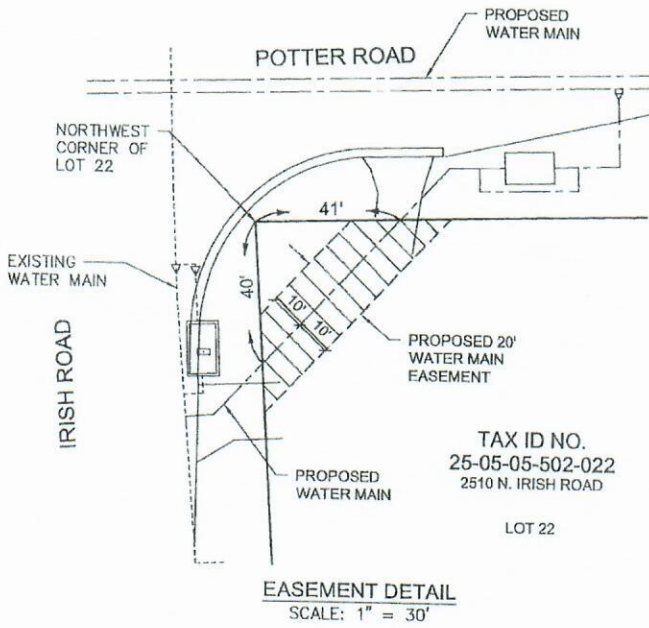
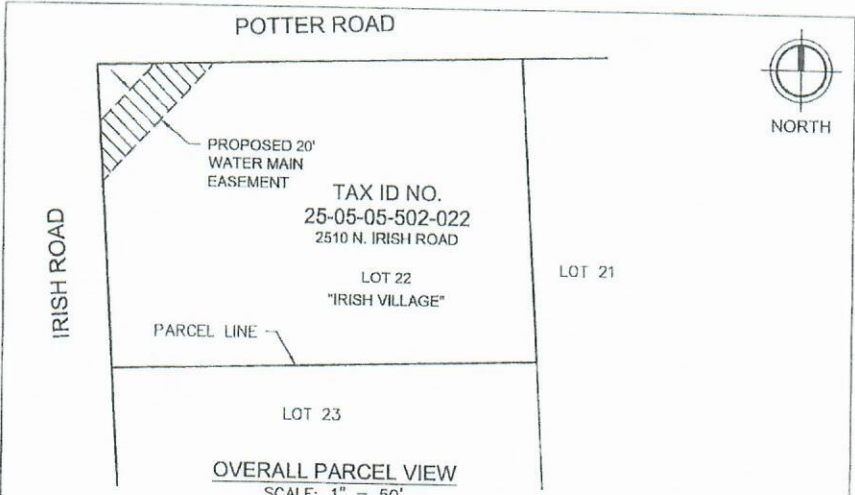
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G-4610 Beecher Road
Flint, MI 48532


Prepared by: *Under* *Matthew T. Raysin*
Fleis & Vandenbrink *Genesee County*
9475 Holly Road, Suite 201 *Drain Commissioner*
Grand Blanc, MI 48439

Return to:
Matthew T. Raysin, PE
Genesee County Drain Commissioner's Office
G-4610 Beecher Road
Flint, MI 48532

†\$30.00



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 PROPOSED PERMANENT WATER MAIN EASEMENT (AREA = 1125 SF)

SHEET 1 OF 1

DATE: APRIL 20, 2017

GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE
 DIVISION OF WATER AND WASTE SERVICES

ATTACHMENT A



INTEROFFICE MEMORANDUM

TO: TED HENRY, PUBLIC WORKS CHAIR, MARK YOUNG BOC CHAIR
FROM: AMY M. MCMILLAN, DIRECTOR
SUBJECT: ACCEPT DNR TF 16-0205 GRANT TERMS
DATE: SEPTEMBER 25, 2017
CC: CORPORATION COUNSEL, FILE

Background

On June 27, 2016 The Board of Commissioners authorized the Genesee County Parks & Recreation Commission (GCPRC) to submit a Trust Fund grant application in the amount of \$13,333,333.00 to the State of MI Department of Natural Resources (BOC Resolution #16-278) for the purpose of acquisition of properties for the Flint Riverfront Restoration Project.

The **Michigan DNR has awarded the grant in the amount of \$6,056,500.00** and presented the GCPRC with a Project Agreement (PA) to accept the terms of the grant. The Genesee County BOC, must authorize the GCPRC's acceptance of the project agreement in a certified resolution. There are no County general funds associated with this grant and matching funds will be provided by a grant from the C. S. Mott Foundation.

At its September 28, 2017 meeting, the GCPRC is expected to accept the terms of the MI-DNR PA and recommend acceptance of the terms of the agreement attached to Public Works and the Board of Commissioners.

Action Requested

Approve, by resolution, the request of the GCPRC to accept the terms of the MI-DNR Project Agreement for grant #16-0205
We respectfully request a roll call vote.

Attachments

September 28, 2017 Pending Parks Resolution # 019-17
June 27, 2016 BOC Resolution 16-278
Supplemental Information: Project Funding Sources and Description
Project Agreement

RESOLUTION
Genesee County Parks and Recreation Commission
019-17

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

“RESOLVED, that the Genesee County Parks and Recreation Commission, in Genesee County, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (DEPARTMENT) in the amount of \$ 6,056,500.00 for the acquisition of 70.23 acres of land and waterfront for the Flint Riverfront Restoration Project which will rejuvenate the riverfront through recreation improvements, improve community connectivity with regional trails and natural resources, ecosystem restoration, improve storm water and flood control and spur riverfront development(Grant # TF-16-0205) and

1. To appropriate all funds necessary to complete the project during the project period and to provide \$2,018,900.00 dollars to match the grant authorized by the DEPARTMENT. Matching funds are in the form of a commitment from the C. S. Mott Foundation.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
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:

I do hereby certify that the foregoing resolution was adopted by vote at a meeting of the Genesee County Parks and Recreation Commission on the 28th of September, 2017.

GENESEE COUNTY PARKS AND
RECREATION COMMISSION
Genesee County, Michigan

By:

Its:

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Board of County Commissioners supports the submission of an application titled "Flint Riverfront Restoration Acquisition Project" to the Michigan Natural Resources Trust Fund to create a project of regional significance with the purpose of acquiring property interests for the purposes of developing a Flint Riverfront Restoration—Chevy Commons Park and Recreation Area along the Flint River in downtown Flint and to provide green space, an active recreation park, gathering places and trails, including a key section of the proposed cross-state Iron Belle Trail in Genesee County; and

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and

WHEREAS, Genesee County has secured matching funds from the C.S. Mott Foundation, subject to acceptance of grant letter, for the project in the amount of \$3,333,333.00.

NOW, THEREFORE, BE IT RESOLVED, that the Genesee County Board of County Commissioners hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$10,000,000.00, and further resolves to make available the C.S. Mott Foundation matching funds in the amount of \$3,333,333.00 (25%) of a total \$13,333,333.00 project cost, during the 2016 – 2017 fiscal year (a copy of the memorandum request and supporting documents to be placed on file with the official records of the June 20, 2016, meeting of the Public Works Committee of this Board).

Commissioners Bryant W. Nolden, Brenda Clack, Jamie W. Curtis, Mark Young,
AYES: Tony Brown, Mike Lynch, Ted Henry, Pegge Adams

NAYES: None

ABSENT: Commissioner John Northrup

MOTION APPROVED.

PUBLIC WORKS COMMITTEE
(on agenda with consent of Committee and Board Chairpersons)

P
BDM:bdm
06-22-16
06-27-P04
Corrected 06-27-16

P04

I HEREBY CERTIFY, that the foregoing is a resolution duly made and passed by the
Genesee County Board of County Commissioners at their regular meeting held on June
27, 2016, at 9:00 a.m., with a quorum present.


Clerk

Dated: 6-27-2016

Michigan Natural Resources Trust Fund Application 2016
Organization: Genesee County
Section B: Project Funding and Explanation of Match Sources

TF16-0205

<u>SOURCES OF MATCHING FUNDS</u>	<u>PROJECT COST AMOUNTS</u>
*Grant amount requested (round to the nearest hundred dollars)	\$6,056,500.00
Total Match	\$2,018,900.00
Total Project Cost	\$8,075,400.00
Percentage of match commitment (Must be at least 25% of total project cost)	25%
a) General Funds or Local Restricted Funds (Applicant's own cash)	
b) Force Account Labor/Materials (Applicant's own paid labor or materials)	
c) Federal or State Funds	

You have entered a value for item c). Please provide the information below for each federal or state program from which matching funds will be provided. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND RECREATIONAL TRAILS PROGRAM (RTP) ARE THE ONLY FEDERAL FUNDS THAT CAN BE USED AS MATCH:

*(1) Program Name	*Administering Agency	
*Contact Name for Administering Agency	*Telephone	*Amount

*Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

*Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State of Federal funds that will be used as Match.

Michigan Natural Resources Trust Fund Application 2016
Organization: Genesee County
Section B: Project Funding and Explanation of Match Sources

TF16-0205

(2) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State of Federal funds that will be used as Match.

(3) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

d) Cash Donations

\$2,018,900.00

Michigan Natural Resources Trust Fund Application 2016
 Organization: Genesee County
 Section B: Project Funding and Explanation of Match Sources

TF16-0205

You have entered a value for item d). **Please list the individual sources and the amounts to be donated below.**

SOURCE	AMOUNT
*C. S. Mott Foundation (Private Fndn)	\$2,018,900.00
<i>Total</i>	\$2,018,900.00

*Is a letter of intent from each donor included with the application?

Yes No

e) Donated Labor and/or Materials

You have entered a value for item e). **Please include each item to be donated, the source, dollar value, and how the dollar value was determined.**

ITEM	SOURCE	DOLLAR VALUE	VALUATION METHOD
*			
	<i>Total</i>	\$0	

*Is a letter of intent from each donor included with application?

Yes No

f) Donated Land Value (acquisition applications only)

You have entered a value for item f). **Please describe how the value of the land donation was determined.**

*

*Is a letter from the landowner committing to the donation of a portion of fair market value and any conditions placed upon their commitment included with application?

Yes No

MEMORANDUM

MNRTF Acquisition Grant—Flint River Restoration Project


July 14, 2016

Page 2

The Charles Stewart Mott Foundation has played a large role in the revitalization of downtown Flint with over \$65 million invested in the last 15 years. We believe that the development of the downtown river corridor will both build on previous efforts in the city center and offer needed public safety and recreation enhancements for Flint.

We look forward to working with you to advance this project, which we believe is so significant to the ongoing revitalization of our community and region, as well as the quality of life of residents and visitors to Flint and East Central Michigan. You are authorized to include a copy of this letter with your application to MNRTF. The letter is an expression of intent and not a formal commitment.

Sincerely,



Ridgway H. White
President

MAG:amc





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

Project Number: TF16-0205

Project Title: Flint Riverfront Restoration Acquisition Project

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and **Genesee County IN THE COUNTY OF Genesee County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA 93 of 2017, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **09/12/2017**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF16-0205** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion 07/14/2017 through **07/31/2019**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The grant herein provided is for the acquisition by the GRANTEE of **70.23 acres of land in Fee Simple Easement title** free of all liens and encumbrances, situated and being in the city/village/township of **Flint**, in the County of **Genesee, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **general public outdoor riverfront recreation, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board.** Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the

conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Seventy-Five (75%) percent** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Six Million Fifty-Six Thousand Five Hundred (\$6,056,500.00) dollars**.
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Five (75%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. **FOR REIMBURSEMENT PROJECTS:**

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

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

b. FOR ESCROW CLOSING PROJECTS:

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

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

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Two Million Eighteen Thousand Nine Hundred (\$2,018,900.00) dollars** as local match to this project. This sum represents **Twenty-Five (25%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.

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- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
 - c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
 - d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
 - e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
 - f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
 - g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
 - h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
 - i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
 - j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
 - k. To complete acquisition of the entire project area before 10/31/2019. Failure to acquire the project area by 10/31/2019 shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
 - l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be

released upon satisfactory audit review and approval by the DEPARTMENT.

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the

DEPARTMENT might reasonably require.

- v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

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- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall

usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

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

furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

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

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

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

- a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.

Required - Please choose one

Acquisition Closing Option Desired:

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

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

GRANTEE

SIGNED:

By _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6004849

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By _____

Steve DeBrabander

Title: Manager, Grants Management

Date: _____