STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

PROTECTING MICHIGAN'S FUTURE

RECREATION BOND PROGRAM

PROJECT SCOPE AMENDMENT

**Project Title** Warren Park Improvements
**Project No.** BF 90-071
**Amendment No.** 1

THIS AMENDMENT, made and entered into this 6th day of July, 1992, by and between the Michigan Department of Natural Resources, hereinafter referred to as the "DEPARTMENT" and the City of Warren, a municipality, hereinafter referred to as the "GRANT RECIPIENT" is an amendment to an AGREEMENT entered into by these same parties on the 1st day of July, 1991.

WITNESSETH:

NOW THEREFORE, the DEPARTMENT and GRANT RECIPIENT mutually agree that Paragraph 3 shall be amended by: deleting playground structures for Hartsig and McGrath Parks

due to: purchases of equipment for these parks under BF 89-441.

**ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL BE CONTINUED IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first written.

Approved by resolution (true copy attached) of the

_____ 19 ____ _____ meeting of
(special or regular)

the _____.
(approved body)

**LOCAL UNIT OF GOVERNMENT**

**SIGNED:**

By: Ronald L. Bonnett

Title: Mayor

**WITNESSED BY:**

Rosemarie T. Battani
Executive Secretary to Mayor

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

**SIGNED:**

By: _____
O. J. Scherschligt

Title: Chief, Recreation Division

Date: 26 AUG 92

**WITNESSED BY:**

Robert L. Bourassa

Michael L. McDonald

# CITY OF WARREN

*Office of the Council Secretary*

159

**INTER-OFFICE** **COMMUNICATION**

014035
Book 3
pg. 162

**DATE** : July 29, 1992

**TO** : Carmella Sabaugh, City Clerk

**SUBJECT** : Resolution Authorizing the Parks and Recreation Director to Amend the "Warren Park Improvement" Project #90-071 through the Recreation Bond Program with the Michigan Department of Natural Resources

Attached is the above-captioned resolution which was adopted by formal motion of the City Council at the meeting held Tuesday, July 28, 1992.

The resolution amends the agreement with the Michigan Department of Natural Resources by deleting playground structures for Hartsig and McGrath Parks.

Please make the necessary dispositions.

George L. Dimas
Council Secretary

mr

attachment

cc: Mayor
Parks & Recreation
Attorney

REC'D
JL 31 92
CITY CLERK
MI

014033

000162

RESOLUTION AUTHORIZING THE PARKS & RECREATION DIRECTOR TO AMEND THE "WARREN PARK IMPROVEMENT" PROJECT #90-071 THROUGH THE RECREATION BOND PROGRAM, WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES

A Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on July 28, 1992, at 8:00 o'clock p.m. Eastern Daylight Savings Time, in the Council Chamber of the Edward A. Rea Judicial Building.

PRESENT; Councilmen Bates, Busse, Chupa, Dimas, Fouts, Omelenchuk, St. Pierre, Sinclair and Sulaka

The following preamble and resolution were offered by Councilman Sulaka and supported by Councilman Busse:

WHEREAS, the City of Warren does hereby accept the terms of the Amended Resolution of the Recreation Bond Program from the Michigan Department of Natural Resources for Warren Park Improvements, Project #BF 90-071.

NOW, THEREFORE, BE IT RESOLVED, that the City of Warren and the Department of Natural Resources mutually agree that Paragraph 3 shall amended by: deleting playground structures for Hartsig and McGrath Parks.

WHEREAS, the City of Warren agrees to comply with any and all terms of said amended Agreement including all terms not specifically set forth in the foregoing portions of the Resolution.

AYES; Councilmen Sulaka, Busse, Bates, Chupa, Dimas, Fouts, Omelenchuk, St. Pierre and Sinclair

NAYS; Councilmen None

RESOLUTION DECLARED ADOPTED this 28th DAY OF July,

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I CARMELLA SABAUGH, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren its meeting held on July 28, 1992.

Carmella Sabaugh

Carmella Sabaugh
City Clerk

Resolut 4

Project Number : 90-071

Project Title : Warren Park Improvement

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

Protecting Michigan's Future

Recreation Bond Program

Development Project Agreement

THIS AGREEMENT, made this 1st day of July, 19 91, by and between the Michigan Department of Natural Resources, for and on behalf of the State of Michigan, hereinafter referred to as the "DEPARTMENT" and the City of Warren, a municipality, hereinafter referred to as the "GRANT RECIPIENT".

WITNESSETH:

WHEREAS, 1988 P.A. 329, provides for the establishment of Protecting Michigan's Future, Recreation Bond Program; and

WHEREAS, 1988 P.A. 329, provides moneys deposited in said fund shall be used exclusively for the development of land for public recreational purposes including but not limited to redevelopment of recreation infrastructure, waterfront revitalization, community recreation, tourist attractions, intermediate school district's environmental education facilities, recreation development of an Industrial site; and

WHEREAS, 1991 P.A. 30, appropriates funds from the Protecting Michigan's Future, Recreation Bond Program to the DEPARTMENT for a grant-in-aid to the GRANT RECIPIENT for development of recreational facilities; and

WHEREAS, the DEPARTMENT and the GRANT RECIPIENT, in fulfillment of the purposes of 1991 P.A. 30 as enacted, have negotiated the within Agreement;

NOW THEREFORE, the DEPARTMENT and the GRANT RECIPIENT, in consideration of the terms, promises, conditions, and assurances hereinafter set forth, mutually agree as follows:

1. This Agreement shall be administered on behalf of the DEPARTMENT through its Recreation Division. All reports, documents, or actions required of the GRANT RECIPIENT shall be submitted to the Protecting Michigan Future Recreation Bond Program, Michigan Department of Natural Resources, Recreation Division, P.O. Box 30257 Lansing, Michigan 48909.

2. The use herein of the words "project area" shall mean the area described below (Legal Description) and shown on the attached boundary map.

See attached. (other descriptions and maps are with 89-141.)

3. The use herein of the word "facilities" shall mean the following individual components of the above-described overall project for which the GRANT RECIPIENT requested assistance:

| 1. Play Structures | 2. Picnic Equipment, at the following sites: |
|---|---|
| ✓1) Eckstein Park | 5) Hartsig Park |
| ✓2) Bates Park | ✓6) Trombly Park |
| ✓3) Steinhauser Park | 7) McGrath Park |
| 4) Holmich Park | 8) Council Park |

4. The DEPARTMENT agrees as follows:

a. To grant to the said GRANT RECIPIENT a sum of money equal to Seventy Five (75%) percent of the total cost of construction of the facilities called for by this Agreement, including engineering costs therefore, but which shall not in any event exceed One Hundred Twenty Thousand ($120,000) dollars. This sum shall be used only for the construction of the facilities called for in Section 3 and engineering costs therefore.

b. To pay the money appropriated by the preceding section to the

GRANT RECIPIENT as follows:

Payments will be made on a reimbursement basis: Seventy Five (75%) Percent of eligible expenses, up to 90% of the Maximum Grant Allowable, will be disbursed upon receipt of an expenditure list supported by copies of invoices and descriptions, copies of cancelled checks, and/or list of force account time and attendance records. The final payment will be withheld pending satisfactory project completion and audit.

5. The GRANT RECIPIENT agrees as follows:

   a. To immediately appropriate the sum of Forty Thousand ($40,000) dollars. This sum represents Twenty Five (25%) percent of the approved total cost of construction including engineering costs. Any cost overruns incurred to complete the facilities called for by this Agreement shall be the responsibility of the GRANT RECIPIENT.

   b. To operate said facilities, for a minimum of their useful life, and to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

   c. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the property and/or facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto prior to the effective date of such amendments.

   d. To erect and maintain for at least three years after signing of this Agreement a sign designating this project as one having been constructed with assistance from the DEPARTMENT. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.

   e. 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 prior to the effective date thereof.

   f. 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 GRANT RECIPIENT'S park and recreation program.

   g. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of said property and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

   h. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against said property.

6. This Agreement shall not be construed to require the Department to operate or maintain or to contribute to the operation or maintenance of the recreational facilities that are the subject of this Agreement.

7. The facilities and the recreation programs in those facilities constructed under this Agreement and the land and water access ways to the said facilities shall be open to the public at all times on equal and reasonable terms and that 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, or handicap.

8. a. It is expressly understood and agreed by and between the parties hereto that the GRANT RECIPIENT possesses fee simple title, free of all liens and encumbrances, to the lands described in paragraph 2. The fee simple title acquired shall not be subject (1) to 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.

   b. The GRANT RECIPIENT hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.

9. The GRANT RECIPIENT acknowledges that it has examined the property and that it has found the property to be safe for public use or that action can and will be taken by the GRANT RECIPIENT to assure safe use of the property by the public; that the GRANT RECIPIENT is solely responsible for development, operation, and maintenance of the property, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANT RECIPIENT; that the responsibility for deciding whether or not to carry public liability insurance, the amounts, coverage, and all other particulars with respect thereto is solely that of the GRANT RECIPIENT; and that the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANT RECIPIENT in developing same.

   After careful and thorough review of the application, proposed narrative (need statement), and the supporting material contained in the application for the City of Warren assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required. Furthermore the City of Warren assures the DEPARTMENT that the project area to be assisted is not a site of environmental contamination, as defined in Act 307 of 1982, the Michigan Environmental Response Act.

10. None of the project area nor any of the facilities constructed under this Agreement as defined in Sections 2 and 3 shall be wholly or partially conveyed, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANT RECIPIENT except with the prior written approval and consent of the DEPARTMENT. The assistance provided to the GRANT RECIPIENT as a result of this Agreement is intended to have a lasting effect on the supply of

recreation, and recreational facilities beyond the financial contribution alone and permanently commits the project area to Michigan's recreation estate.

11. A failure by the grant recipient to comply with this agreement shall constitute a material breach of this agreement and the Department, in addition to any other remedy provided by law, may:

    (i) withhold future payments to the grant recipient on any or all current recreation grant projects until the compliance issue is resolved to the satisfaction of the Department;

    (ii) withhold action on all pending and future grant applications submitted by the grant recipient under the Recreation Bond, Natural Resources Trust Fund, and the Land and Water Conservation Fund programs;

    (iii) require the grant recipient to perform other action as directed by the Natural Resources Commission; and/or

    (iv) require specific performance of the Agreement.

12. Costs incurred from the date noted on page 1 until December 31, 1993 shall be considered for reimbursement under the terms of this Agreement. Any costs incurred after that date to complete facilities under construction shall be totally the responsibility of the GRANT RECIPIENT. A final payment request must be submitted by March 31, 1994 or the DEPARTMENT may audit the project costs and make final payment based on documentation on file as of that date.

13. GRANT RECIPIENT agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position. GRANT RECIPIENT further agrees that any subcontract shall contain a non-discrimination provision which is 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.

    The DEPARTMENT may cancel this Agreement if the GRANT RECIPIENT or any subcontractor, manufacturer, or supplier of the GRANT RECIPIENT appears in the register compiled by the Michigan Department of Labor pursuant to Public Act No. 278 of 1980.

14. GRANT RECIPIENT covenants and agrees to indemnify and save harmless the State of Michigan, and all its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments and expenses, including attorney fees, from any and all loss,

damage or injury, to person or property, or death arising under or in any manner related to (a) the Agreement, (b) the activities authorized by this Agreement, or (c) the use or occupancy of the premises, project area or facilities that are the subject of this Agreement. This indemnification and save harmless Agreement is intended to and shall extend to all loss, damage, or injury to person or property, or death, whether caused, in whole or in part, by the State of Michigan, or any of its departments, agencies, boards, commissions, officers, employees or agents.

15. The Recreation Bond proposal form bearing the number 90-071 and associated documents, including a dated project boundary map, are by this reference made part of this Agreement. All materials bearing this number 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.

16. GRANT RECIPIENT shall bury all new telephone and electrical wiring within the project area.

17. The GRANT RECIPIENT hereby acknowledges that this Agreement does not require the Department to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a flood plain, and permits required under the Wetland Protection Act and the Inland Lakes and Streams Act.

18. GRANT RECIPIENT shall fully comply with the Recreation Bond Implementation Act, P.A. 329 of 1988, and the Administrative Rules promulgated under that Act.

19. The Natural Resources Commission may recover the grant if the project or facilities are not operated or used in accordance with this Agreement.

20. This Agreement may only be modified in writing signed by both parties. GRANT RECIPIENT must obtain authorization from the Natural Resources Commission before implementing any change that significantly alters the project or facility.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LOCAL UNIT OF GOVERNMENT

SIGNED:

By: Ronald L. Bonkowski

Title: Mayor

WITNESSED BY:

Parks & Recreation Director

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: Rodney A. Stokes

Title: Chief, Grants Management Branch
Recreation Division

WITNESSED BY:

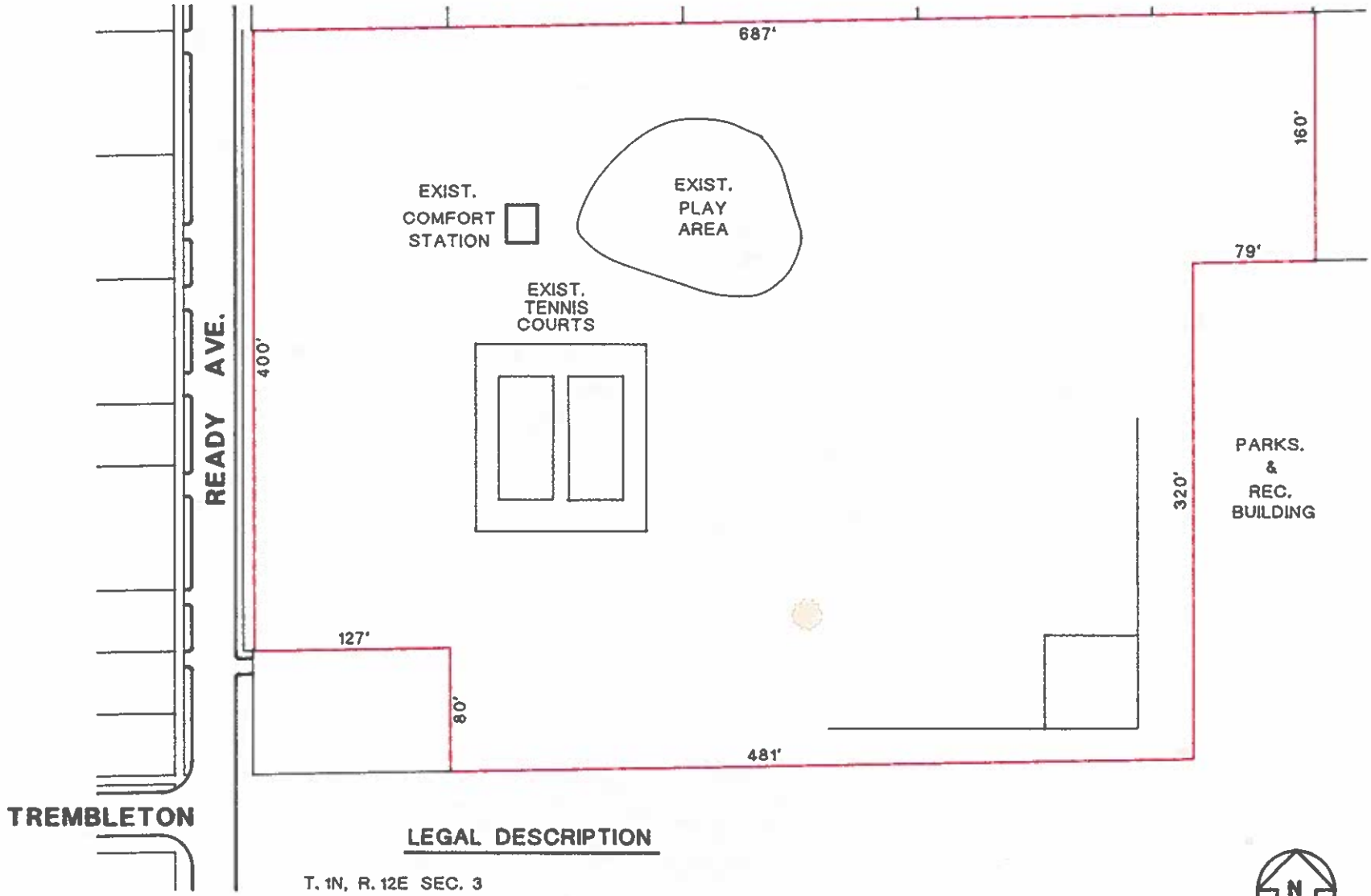
Robert L. Bowman

Michael McDonnell

Approved by resolution (true copy attached) of the September 12 1991, (date)

19 91, Regular (special or regular) meeting of the City Council

(approved body).




## LEGAL DESCRIPTION

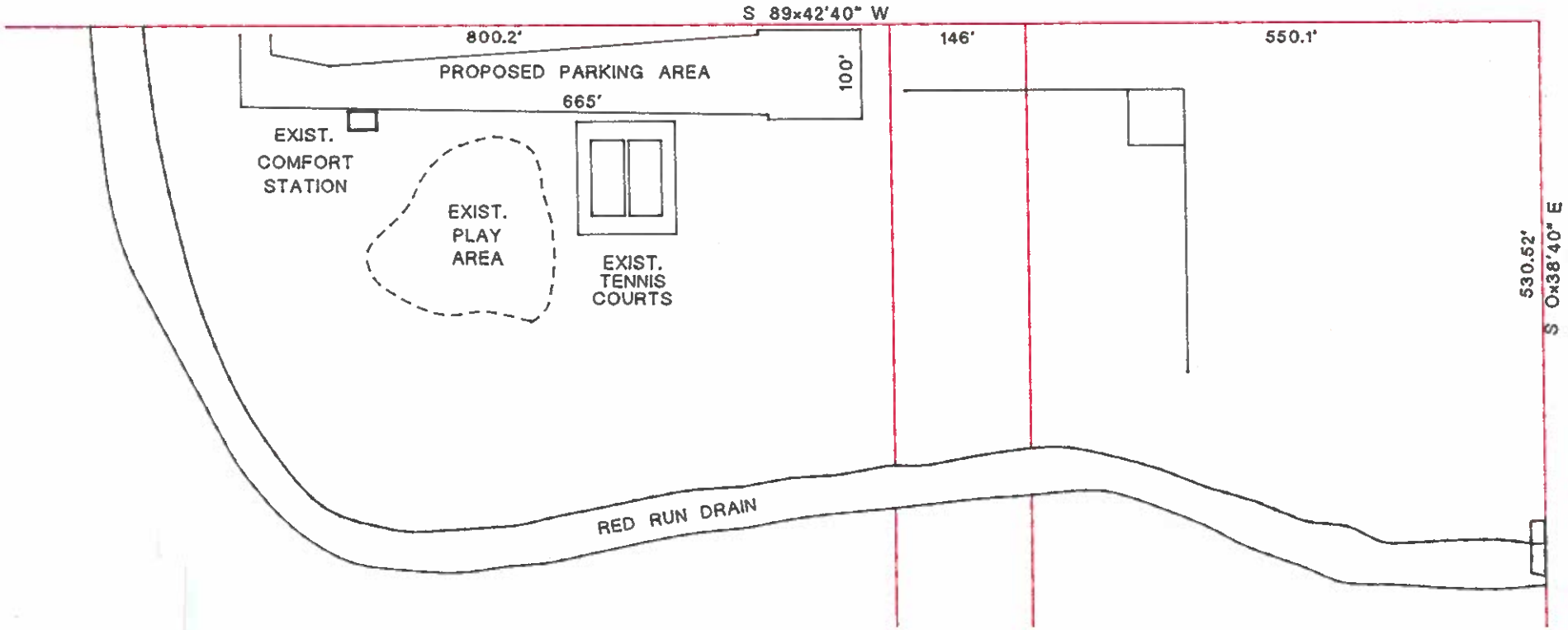
T. 1N, R. 12E SEC. 3
LOCATED IN THE NW 1/4 SEC. 3 DESCRIBED AS FOLLOWS:
TREMBLETON SUBDIVISION LOTS 565 TO 574, 603 TO 614, 711 TO 722 AND 751 TO 762 INCL. 1/2 VAC. ALLEYS ADJ.; LOT 867 EXC. N 30.0 FT. OF E 39.0 FT. & LOTS 868 TO 870 INCL. EXC. E 39.0 FT.; ALSO VACATED HAFF AVE. AND WINNIE AVE.

N

1"=100'

# BATES PARK

6/19/91




## LEGAL DESCRIPTION

T. 1N, R. 12E SEC. 4, SW 1/4
ASSESSORS ADDITION BLOCK 7 ALL THAT PART OF LOT 12 LYING N & E OF RED RUN DRAIN EXC. SWLY 4.7796 ACRES FOR RED RUN DRAIN EASEMENT 3.6453 ACRES

ASSESSORS ADDITION BLOCK 7 ALL THAT PART OF LOT 14 LYING N OF RED RUN DRAIN EXC. SLY 0.6004 ACRES FOR RED RUN DRAIN EASEMENT 1.0757 ACRES

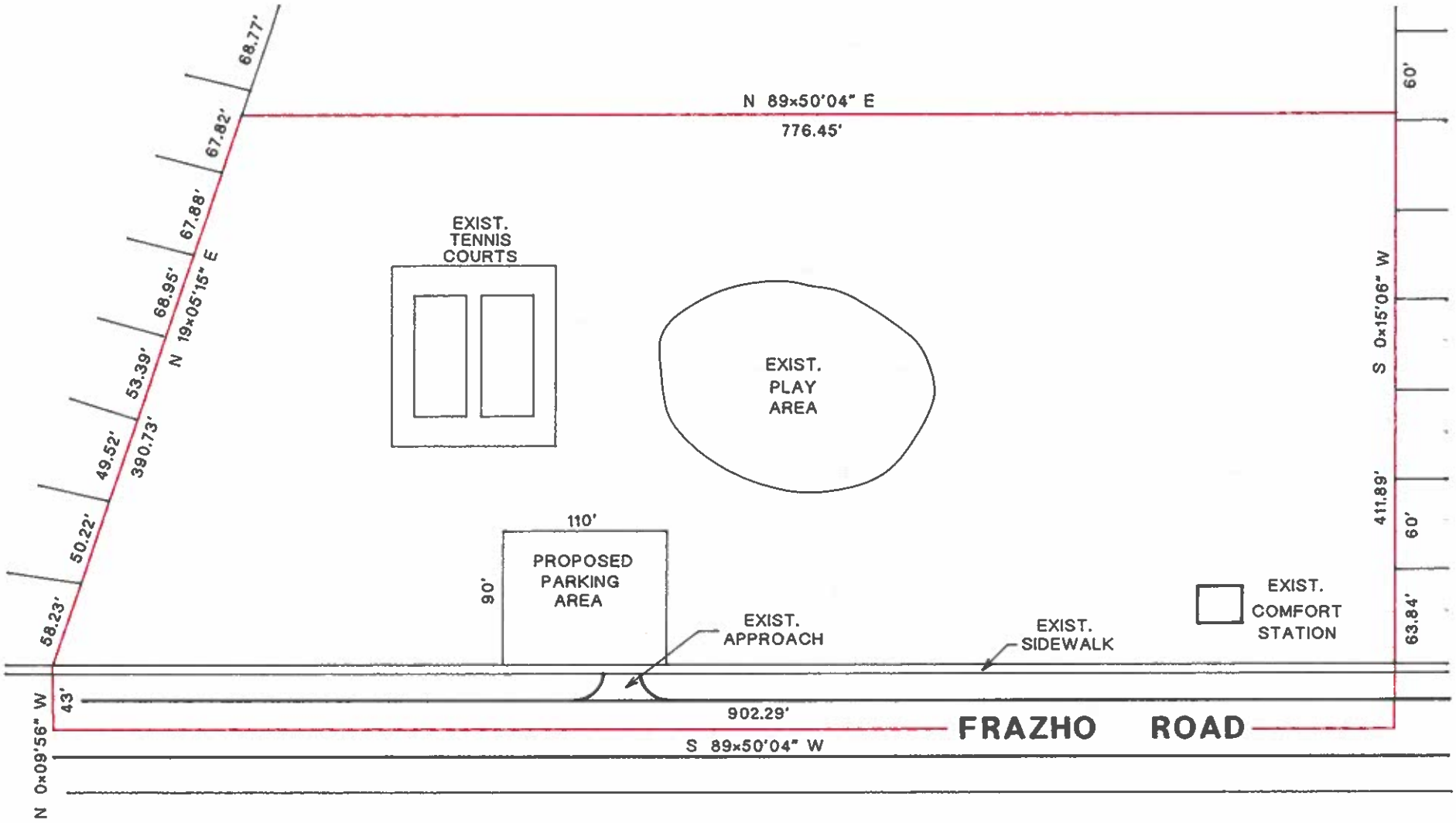
ASSESSORS ADDITION BLOCK 7 ALL THAT PART OF LOT 18 LYING N OF THE CEN. LINE OF THE RED RUN DRAIN; EXC. OOMM. AT NE COR. LOT 18; TH. S 0×38'40" E 530.52 FT. TO P.O.B.; TH. S 0×38'40" E 60 FT; TH. N 75×51'10" W 15.51 FT; TH. N 0×38'40" W 56.04 FT; TH. N 89×21'20" E 15 FT. TO P.O.B.; INCL. RED RUN EASEMENT ACREAGE 6.85 ACRES

N

NOT TO SCALE

# ECKSTEIN PARK

6/19/91




## LEGAL DESCRIPTION

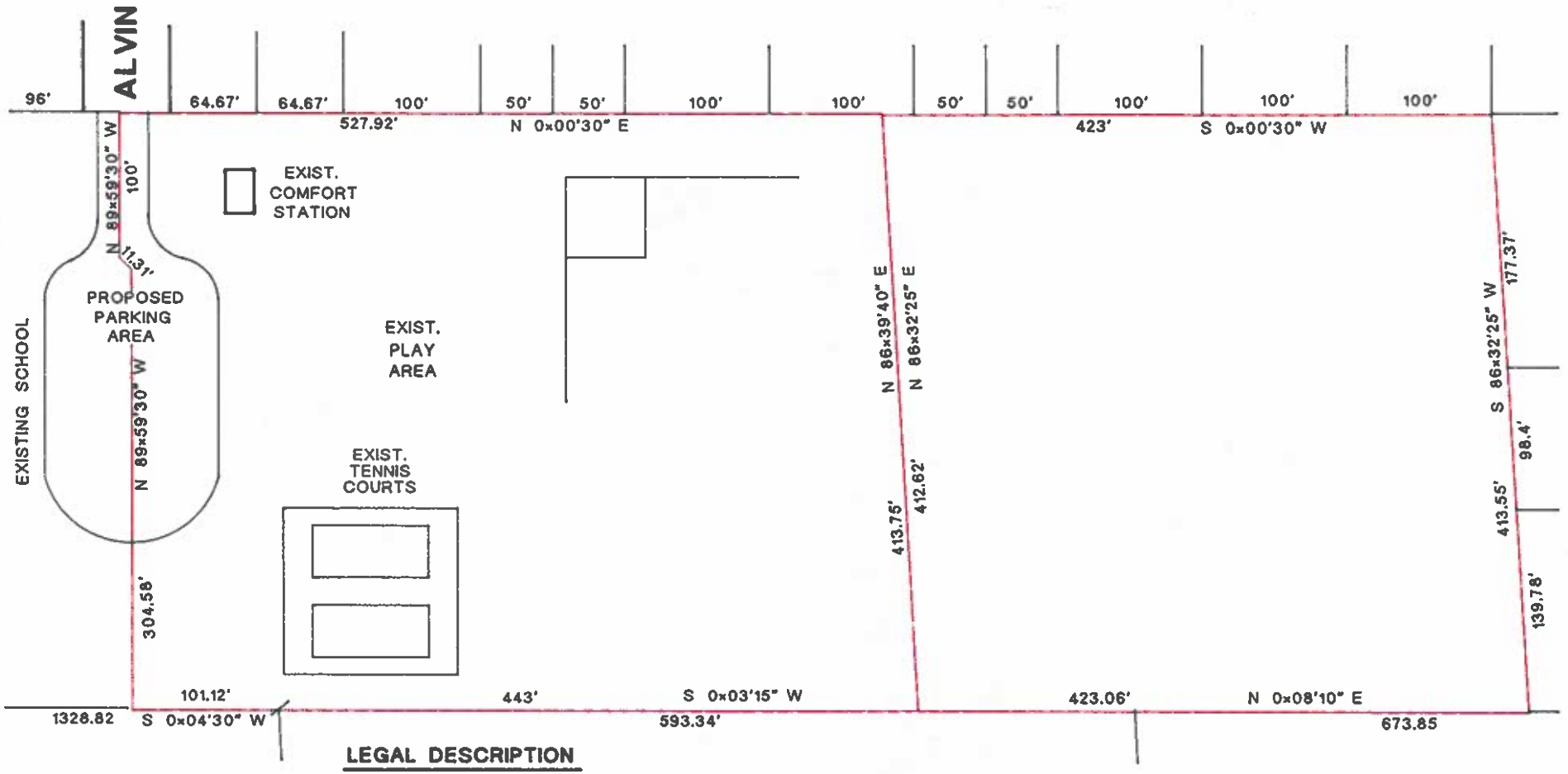
T. 1N, R. 12E SEC. 19
COMM. AT CEN. POST SEC. 19; TH. N 89×50'04" E
158.17 FT. TO PT. OF BEG.; TH. N 0×09'56" W
43 FT.; TH. N 19×05'15" E 390.73 FT.; TH.
N 89×50'04" E 776.45 FT.; TH. S 0×15'06" W
411.89 FT.; TH. S 89×50'04" W 902.29 FT. TO
PT. OF BEG. 8.00 ACRES

# STEINHAUSER PARK

N

1"=100'

6/19/91




## LEGAL DESCRIPTION

T. 1N, R. 12E SEC. 24
COMM. AT SE COR. SEC. 24; TH. S 86°48'30" W
1327.60 FT. ALONG S SEC. LINE; TH. N 0°00'30" E
889.33 FT. TO P.O.B. TH. CONT. N 0°00'30" E 527.92 FT.;
TH. N 89°59'30" W 100.00 FT.; TH. S 45°00'03" W
11.31 FT.; TH. N 89°59'30" W 304.58 FT. TH. S 0°04'30" W
101.12 FT.; TH. S 0°03'15" W 443.0 FT.; TH. N 86°39'40" E
413.75 FT. TO P.O.B. 5.060 ACRES

ALSO
COMM. AT S 1/4 POST SEC. 24; TH. N 87°02'30" E
1334.31 FT.; TH. N 0°00'30" E 466.33 FT. TO P.O.B.;
TH. S 86°32'25" W 413.55 FT.; TH. N 0°08'10" E
423.06 FT.; TH. N 86°32'25" E 412.62 FT.; TH. S 0°00'30" W
423 FT. TO P.O.B. 4.01 ACRES

N

NOT TO SCALE

# TROMBLY PARK

A.L. 6/19/91

# CITY OF WARREN

*Office of the Council Secretary*

121

INTER-OFFICE COMMUNICATION

DATE : September 12, 1991

TO : Carmella Sabaugh, City Clerk

SUBJECT : Resolution authorizing the Parks & Recreation Director to execute the Project Agreement #BF 90-071 "Warren Park Improvements" with the Michigan Department of Natural Resources

At the regular meeting of the City Council held on Wednesday, September 11, 1991, Council by formal motion adopted the above-captioned resolution.

Please make the necessary dispositions.

Floyd M. Underwood
Council Secretary

dd

Attachment

cc: Mayor
Attorney
Parks & Recreation

RESOLUTION AUTHORIZING THE PARKS & RECREATION DIRECTOR TO EXECUTE THE PROJECT AGREEMENT #BF 90-071, "WARREN PARK IMPROVEMENTS", WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES

A Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on September 11, 1991, at 8:00 o'clock p.m. Eastern Daylight Savings Time, in the Council Chamber of the Edward A. Rea Judicial Building.

PRESENT; Councilmen St. Pierre, Dimas, Underwood, Workens, Burdi, Busse, Fouts, Omelenchuk, Sabaugh

The following preamble and resolution were offered by Councilman Omelenchuk and supported by Councilman Sabaugh:

WHEREAS, the City of Warren services the recreation needs of over 155,000 residents; and

WHEREAS, the Recreation Department has received a contract for grant assistance from the State of Michigan Department of Natural Resources, for Bates, Council, Eckstein, Halmich, Hartsig, McGrath, Steinhauser, and Trombley Parks.

WHEREAS, the priorities for those parks are established in the Recreation Plan and are strongly supported and adopted by this Council,

NOW, THEREFORE, BE IT RESOLVED, that the Warren City Council authorizes its Recreation Director to execute this Project Agreement, BF 90-071 "Warren Park Improvements", with the Michigan Department of Natural Resources.

BE IT FURTHER RESOLVED, that the City of Warren will provide the required funding and will develop the project in a timely fashion.

AYES; Councilmen St. Pierre, Dimas, Underwood, Workens, Burdi, Busse, Fouts, Omelenchuk, Sabaugh

NAYS; Councilmen None

RESOLUTION DECLARED ADOPTED this 11th DAY OF September, 1991.

Floyd M. Underwood
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I CARMELLA SABAUGH, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren its meeting held on September 11, 1991.

Carmella Sabaugh
City Clerk

RESOLUT4