



Holland Charter Township

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Memorandum

TO: Board of Trustees
FROM: Steve Bulthuis
DATE: August 29, 2025
SUBJECT: Hawthorn Park Operation and Maintenance Agreement

Construction of the new improvements at Hawthorn Park continue to progress with completion of the project currently estimated for the end of the calendar year. As described previously, this project is a joint venture with Ottawa County and the attached agreement describes the roles of each party as they relate to the maintenance and operation of the new improvements. As the agreement notes, a similar management agreement from 2008 exists for the existing Hawthorn Pond Park.

The obligations noted in the agreement (e.g. pavement repair, trash removal, mowing, weed control, etc.) are customary and ones the township performs in all of its parks. The agreement will allow the Township to operate and maintain these new improvements at the high standard reflected in all township parks.

Staff will be seeking action authorizing the Supervisor to sign the agreement. Please contact me with any questions.

INTERAGENCY AGREEMENT
For the Operations, Maintenance, Programming, and Rule Enforcement of the
Middle Macatawa Project

This Agreement is entered into this ____ day of _____, 2025 by and between the County of Ottawa “County”, a Michigan public body corporate, acting by and through its Parks & Recreation Commission, hereinafter “OCPRC”, and the Holland Charter Township, a Michigan public body corporate, hereinafter “Township”, hereinafter collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the Macatawa Greenway and the Ottawa County Non-Motorized Plan includes the Macatawa Greenway improvements and trail; and

WHEREAS, the Macatawa Greenway, Middle Macatawa Project (the “Project”) is identified in the Ottawa County Parks, Recreation and Open Space Plan - 2021; and

WHEREAS, an Operations, Maintenance, Programming and Rule Enforcement agreement is accepted best practice and should be in place prior to the completion of construction and opening of the project; and

WHEREAS, OCPRC owns, operates, and maintains public park land and facilities in Ottawa County, Michigan; and

WHEREAS, the Township owns, operates, and maintains public park land and facilities in Holland Charter Township; and

WHEREAS, the OCPRC and the Township jointly acquired the “Hawthorn Pond” property in 2008, and the management of Hawthorn Pond is governed by a Recreation Area Intergovernmental Agreement date March 6, 2008, hereinafter “the 2008 Agreement”; and

WHEREAS, the OCPRC and the Township have been coordinating with the Outdoor Discovery Center “ODC Network” on an expansion of Hawthorn Pond and the extension of the Macatawa Greenway Trail from Adams Street into Hawthorn Pond; and

WHEREAS, the ODC Network granted a non-exclusive, perpetual easement to the County of Ottawa for the construction, operation, and maintenance of a public non-motorized trail over its Middle Macatawa property, as recorded in the Macatawa Greenway Trail Easement dated July 19, 2023, which provides legal access for the Macatawa Greenway Trail and associated amenities across Parcel Nos. 70-17-31-200-053 and 70-17-31-200-013; and

WHEREAS, these agencies coordinated efforts on several acquisitions and restoration projects to enhance the Macatawa River corridor and secure a route for the Macatawa Greenway Trail, including the acquisitions of parcel 70-16-36-200-027, parcel 70-16-36-200-008, and the “Middle Macatawa” property owned by the ODC network; and

WHEREAS, the Township has secured a Michigan Natural Resources Trust Fund development grant, hereinafter “TF23-0123”, to assist with funding construction of new amenities to serve Hawthorn Pond and extend the Macatawa Greenway Trail; and

WHEREAS, a License Agreement between the OCPRC and the Township dated July 20th, 2023, hereinafter, the 2023 License”, allows the Township to construct the amenities and trail described above on OCPRC and ODC Network property as part of the TF23-0123 project; and

WHEREAS, this agreement will supplement the 2008 Agreement and the 2023 License by defining long-term maintenance and operations of the improvements being completed for the TF23-0123 project; and

WHEREAS, the Project may be expanded in the future by adding additional improvements to it; and

WHEREAS, the Project does not require any acquisition of new public right of way or new fee ownership, and is being constructed on existing public property, rights-of-way and/or easements owned by one of the parties; and

WHEREAS, each party to this Agreement has reviewed and approved the Project construction plans as prepared by the Township’s design consultant, MCSA Group, Inc., dated March 3, 2025, in respect to the property under its control.

In consideration of the foregoing and of the mutual promises and conditions contained herein, the Parties agree to permit, allow, and/or maintain the Project as hereinafter described:

1. **Township Responsibilities:** Per the 2023 License, the Township will construct, improve, operate and maintain the new amenities to serve Hawthorn Pond on parcel 70-16-36-200-027.
2. **OCPRC Responsibilities:** The OCPRC will operate and maintain the Macatawa Greenway Trail and its associated amenities on parcel 70-16-36-200-008 as well as on the ODC Network’s Middle Macatawa and Poppen Woods properties in accordance with the terms of the Macatawa Greenway Trail Easement dated July 19, 2023. This easement grants the County, through the OCPRC, the right to install, operate, and maintain the trail and associated improvements on the ODC Network’s property, and supports fulfillment of the obligations under TF23-0123 grant agreement.
3. **Management Area Responsibilities Applicable to OCPRC, and Township:** OCPRC, and the Township agree to manage and maintain the Project in their respective Management Areas for which they are responsible, as follows. The Responsible Party shall:
 - a. Provide free and unrestricted public access to the Project during daylight hours, subject to applicable laws and OCPRC or Township rules and regulations as may be applicable to their respective management areas.

- b. Paved portions: Repair, maintain, and replace paved surfaces by sealing cracks as needed, filling potholes, and replacing crumbled or damaged pavement within a reasonable period of time after written notice is sent to the party by the other .
 - c. Natural Surface portions: Routine maintenance (e.g., grading, vegetation management, erosion control).
 - d. Promptly remove trash and debris.
 - e. Maintain signage.
 - f. Promptly maintain, repair, and replace, as needed, all drainage systems and structural support systems.
 - g. Prevent vegetative encroachment and damage to the Project by mowing, herbicide application and/or periodic edging.
 - h. Keep Project areas clear of obstructions such as, but not limited to, fallen tree limbs, eroded soil, trash cans, equipment, or vehicles. Obstructions shall be removed within a reasonable period of time.
 - i. Perform other maintenance not listed above as may be necessary to keep the Project open and safe for public use.
 - j. Provide 14-day notice to Parties when Project will be closed for scheduled maintenance or repair.
 - k. Receive and promptly distribute all notices related to this Agreement, including requests and notices of scheduled events, trail closures, maintenance, or repairs, to all Parties.
4. **Effective Date:** This Agreement shall be effective 30 days after it is executed by all Parties.
2. **Withdrawal and Termination:** Either party may seek withdrawal from this Agreement upon 180 days' notice to the other. The party proposing to withdraw from the Agreement shall include a plan for transferring its Management Area Responsibilities to another party with its notice of withdrawal. Withdrawal from the Agreement shall not be effective until the transfer of responsibility is accepted in writing by the parties as may be applicable to their respective management
3. **Amendment:** Either party may seek to amend this Agreement upon 60 days' notice to the other. Amendments to the Agreement must be agreed upon in writing by each party. Once executed, the Amendment will become part of the Agreement. Provisions of the Agreement not otherwise amended or changed by the Amendment shall remain in full force and effect.
4. **Insurance:** Each party shall obtain and maintain at all times while this Agreement is in effect, commercial general liability insurance including, but not limited to, comprehensive broad form coverage and insurance against contractual liability in the amount of at least \$2,000,000 per occurrence.
5. **Responsibility for Penalties:** If a party fails to fulfill its responsibilities under this Agreement and the other incurs a monetary penalty as a result, the party whose failure occasioned the penalty shall reimburse the other party for monetary penalties incurred.

6. **Public Safety Exemption:** Each party may conduct unscheduled repair, maintenance or otherwise close the Project when an emergency or public safety issue is apparent, including but not limited to an occurrence by order of a public safety official.
7. **Compensation:** No compensation will be required or received by either party, except that each party to this Agreement may contract separately with another party to assist with fulfilling its obligations and such separate agreement may involve compensation. The other party shall be notified of such separate agreements or subcontracts.
8. **Warranties, Representations, and Covenants of the Parties:** The parties warrant and represent to each other that: (a) the execution, delivery and performance of this Agreement have been properly authorized by all appropriate actions of each party; (b) this Agreement is a legal, valid, and binding obligation of each party, enforceable against either of the parties in accordance with its terms; (c) the performance by each party of its duties and obligations under this Agreement will not violate any applicable law, rule, or regulation, or result in the breach of, or conflict with, any agreement by which it is bound. This provision shall survive the expiration or earlier termination of this Agreement and shall not be affected by any investigation or prior knowledge of either party.
9. **Severability:** If any clause, phrase, provision, or portion of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.
10. **Cooperation:** Each party agrees to cooperate fully in the implementation of this Agreement and to take all additional actions (including without limitation the execution of supplementary documents) which may be necessary or appropriate to give full force and effect to its terms and intent.

IN WITNESS WHEREOF, each party, by its duly authorized representatives, has caused this Agreement to be executed as of the date first written above:

Holland Charter Township

Ottawa County Parks and Recreation Commission

Ottawa County Board of Commissioners

Ottawa County Clerk

LIST OF EXHIBITS

1. Map of Management Area



Parcel 70-16-36-200-027