

PENINSULA TOWNSHIP

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www.peninsulatownship.com

August 27, 2013

Paul Yauk
Land Programs Manager
DNR Parks & Recreation Division
P.O. Box 30257
Lansing, Michigan 48909

RE: Letter of Understanding – Peninsula Township
DNR Boat Launch/Old Mooring Place
PIN: 28-11-587-001-00, 28-11-587-002-00, 28-11-587-003-00, 28-11-587-004-00, 28-11-587-005-00, 28-11-587-006-00, 28-11-587-007-00, 28-11-587-008-00, 28-587-009-00, 28-11-587-010-00

Dear Mr. Yauk,

Peninsula Township is in support of the Michigan Department of Natural Resources (DNR) application before the Michigan Natural Resources Trust Fund (MNRTF) for the above named location. We, as a community, welcome the opportunity to partner with the State to ensure safe access to the Great Lakes. As such, if this grant application gets approved, we would like to request the DNR to consider the following points as plans to develop this site are considered.

1. Development of the site should be designed to protect the natural resources by utilizing Low Impact Design principles (i.e. native landscape features and plantings, permeable pavement).
2. Development of the site should be designed to protect the surrounding residents and land uses through vegetative buffering, adequate traffic design, and appropriate signage.
3. Development of the site should be designed to preserve views of the bay from public road rights-of-way.
4. Development of the site should be designed to keep the property in as natural from as possible, minimizing paving, lighting, and structures while maximizing natural grassy areas.
5. Design of the vehicular layout should include; appropriate parking for normal use including trailer sized spaces and single car sized spaces, overflow parking for holiday and busy season use, and one-way traffic on site.

6. The DNR will ensure the site is properly dredged and maintained to protect the long-term viability of the boat launch.
7. Parks and Recreation Division in partnership with Peninsula Township will pursue grant funds to design and construct of the site.
8. Upon approval of the Peninsula Township Board the Township would enter into a long term lease of the property to Peninsula Township to allow for Township control of the development plan and operation of the property in perpetuity.
9. The execution of said long term lease may result in the exemption of property taxes owed to the Township from the State of Michigan for this property.
10. Upon completion of development, Peninsula Township will maintain the property including mowing and trash pick-up services as per previous discussions.

Thank you for your consideration of these items. Please review and sign the letter to indicate your commitment at your earliest convenience. Feel free to contact me with any questions you might have.

Sincerely,

Robert K. Manigold
Supervisor, Peninsula Township

Paul Yauk
Land Programs Manager, Michigan Department of Natural Resources

Date

Susan Piehl

From: Rob Manigold <supervisor@peninsulatownship.com>
Sent: Monday, August 6, 2018 3:35 PM
To: Susan Piehl
Subject: FW: DNR Use Permit - Old Moorings
Attachments: PR1138-1_Land_Use_App_NON_EVENT.dot

From: Rob Manigold [mailto:supervisor@peninsulatownship.com]
Sent: Tuesday, June 19, 2018 10:49 AM
To: 'Anne Griffiths'; 'Don Atkinson'; 'Gary Cornell'; 'John Snow'; 'Mike Skurski'
Subject: FW: DNR Use Permit - Old Moorings

Anne, what do you want to do?

From: Mahony, Kasey (DNR) [mailto:MahonyK@michigan.gov]
Sent: Tuesday, June 19, 2018 8:46 AM
To: 'supervisor@peninsulatownship.com'
Subject: DNR Use Permit - Old Moorings

Hello Rob,

It was great meeting with you all yesterday – attached is our land use permit. If you could please fill it out and submit with a list of what the township is interested in doing we can get it approved so work can commence. Something like:

- Mow road shoulders and entrance sign
- Dress up entrance sign with some woodchips
- Provide and service one trash receptacle

Will be sufficient.

Thank you,

Kasey Ann Mahony
Cadillac District Supervisor
Office: (231) 775-9727
Cell: (231) 499-5461



Michigan Department of Natural Resources
APPLICATION/PERMIT TO USE STATE LAND
*This information is required under authority of Part 5 of Act 451 of 1994, as amended,
MCL 324.501- 511 and the Rules for the Regulation of State Lands, R299.921 – R299.932.*

DNR USE ONLY	
Management Unit	
Permit Number	

APPLICANT: Please read all attachments before completing application. Submit completed application to local DNR office where permit is being sought. Application must be submitted at least sixty (60) days prior to proposed use. Attach additional information as needed to fully describe proposed use activity. Checks or money orders should be made payable to "State of Michigan."

- For Application/Permit to Use State Land for an Event, use DNR PR1138.
- Initial application fee of fifty dollars (\$50.00) must be submitted with application.

Name of Applicant/Organization			Name of Contact Person		
Address			Address		
City, State, ZIP			City, State, ZIP		
Telephone () () ()	FAX () () ()	Federal ID Number	Telephone () () ()	FAX () () ()	e-mail address

Proposed location on state land (name of trail or Department facility or legal property description, and attach map, subject to correction by Department):

Length of Use 1-2 Days 3-7 Days 8-31 Days Seasonal/Periodic Annual Other:

Date(s) of Proposed Use No. of Participants/Users No. of Recreational Units (Camping)

Will the use of state land require or include:

use of parking lot/campground/access site? No Yes If Yes, explain: _____

structures or equipment be placed on state land? No Yes If Yes, explain: _____

sound amplification equipment be used? No Yes If Yes, explain: _____

food, beverages or other items be sold? No Yes If Yes, explain: _____

alcohol be served or consumed? No Yes If Yes, explain: _____

use of utilities (water, electric, sewer) ? No Yes If Yes, explain: _____

Type of Use Geocache Guiding Oil & Gas Development-Related Use Road Construction

Seismic Survey Watercraft Other (specify) _____

Description of Proposed Type of Use (Attach additional information as needed to fully describe proposed use activity.)

APPLICANT: Read all pages and attachments before certification and signature.

APPLICANT CERTIFICATION

I certify that the information submitted herein, including all attachments, is accurate and complete and that I have read and understand and agree to abide by the requirements contained on all attachments, including liability insurance and performance bonding requirements. I have enclosed the required Application Fee. I understand that, if I have submitted a Review Fee that is not the correct amount, an additional fee must be paid prior to review of my application. I also understand that all remaining fees for the use of the State Land must be received by the Department within 14 days of notification of approval to the applicant or permissions may be considered void.

Applicant/Authorized Representative - Print or Type _____ Signature _____ Date _____

FOR DNR USE ONLY

Management Unit	County	Performance Bond Type <input type="checkbox"/> Surety <input type="checkbox"/> Cash \$	Amount	Receipt No.	Other Charges	Receipt No.	
Review Fee	Receipt No.	Application Fee	Receipt No.	Use Fee	Receipt No.	Timber Consideration Fee	Receipt No.
\$		\$		\$		\$	
Insurance Aggregate Amount		Date Permit Issued		Date Permit Expires		Applicant / Permit Number	
\$							

Department Representative (please print) _____ Telephone (with area code) _____ E-mail Address _____

Signature _____ Address _____

ADDITIONAL REQUIREMENTS: As contained in the attached Exhibit(s).

CONDITIONS AND REQUIREMENTS

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

CONDITIONS AND REQUIREMENTS (CONT'D)

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