

**Packet Addition
March 25, 2026,
Parks Committee Meeting**

**New Donation to Parks
from Rhoda Bush**

3/18/2026

Hi Becky -

Here is my ^{amendment to} my previous ^{to} township
of \$600.00 to cover the
cost of chain saw
certification for the Parks
Committee,
The check subject
line is: Parks Committee
chain saw needs

The people that do
this work are the rock
stars, Best wishes to all,

Rhonda
Buel



"The first blooms of spring
always make my heart sing."

- S. Brown

**Kelley Park Lease with the DNR
and the Township's Waterways
Grant Application and Contract**



Michigan Department of Natural Resources

LEASE

#PRD-L-006-2020

BETWEEN

THE STATE OF MICHIGAN, AS LESSOR

AND

PENINSULA TOWNSHIP, AS LESSEE

This Lease is entered into by the State of Michigan through its Department of Natural Resources (DNR), hereinafter called "DNR" and/or "Lessor," and Peninsula Township, hereinafter called "Lessee," whose address is 13235 Center Road, Traverse City, MI 49686.

WHEREAS, pursuant to Section 503 (1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.50 3 (1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

WHEREAS, the Purpose of this Lease is to allow Lessee to develop, operate and maintain, with permission from Lessor, the Premises known as Robert and Colleen Kelley Park, for use and enjoyment by the public.

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

WHEREAS, Lessee is willing to develop, operate and maintain the Premises with permission from Lessor, which is located within Peninsula Township.

THEREFORE, Lessor and Lessee, for consideration specified in this Lease, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES** - Lessor hereby leases to Lessee the Premises, located on DNR Parcel ID 2044800, described as follows:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Old Mooring Place, according to the Master Deed recorded in Liber 1523, page 447 through 486 and First Amendment to the Master Deed recorded in Liber 2053, page 190 and designated as Grand Traverse County Condominium Plan No. 157, Grand Traverse County Records, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of Public Acts of 1978 as amended. AKA That part of Government Lot 3, Section 35, described as: Commencing at the West ¼ corner of said Section; thence N 00°29'47" E along the West line of said Section, 279.57 feet; thence N 89°58'28" E, 1127.90 feet to the centerline of Mission Road and the Point of Beginning; thence continuing N 89°58'28" E, 559.47 feet to a traverse line along the shore of Grand Traverse Bay; thence N 26°52'33" E, along said traverse line, 499.15 feet; thence S 89°59'51" W, 785.66 feet to the centerline of Mission Road; thence S 00°04'13" E, along said centerline, 445.45 feet to the Point of Beginning. Sidelines extend to water's edge.

The Premises contains 6.88 acres and is owned by the State of Michigan and/or the DNR and is located within the Township of Peninsula, County of Grand Traverse, State of Michigan.

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

2. **USE OF PREMISES**

- A. Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:
- 1) The Lessee shall work with the community through a public input process for intended site uses. The resulting site plan shall be reviewed and must be approved by the Lessor prior to construction.
 - 2) To develop, operate and maintain the site for general public boating access and other prior approved amenities for use and enjoyment by the public.
 - 3) Development of the site shall be in compliance with the Americans with Disabilities Act of 1990 (ADA). The Lessee is responsible for compliance.
 - 4) If the Lessee develops the site for use by motorized watercraft, the design shall include no more than a single lane ramp launch with parking for vehicles with trailers.
 - 5) Lessee shall develop a separate carry down boat launch for launching and retrieving of small vessels, including non-motorized watercraft. Vehicle only parking shall also be provided at no less than five (5) spaces.
 - 6) To facilitate development of the site, the Lessee shall remove all existing underground utilities and above ground structures prior to any construction.

- 7) To facilitate development of the site, the Lessee shall maintain stormwater drainage to prevent flooding, in accordance with State law.
 - 8) The Lessor shall be provided with plans and specifications for any future development or modifications to the Premises. Lessor review will take a minimum of thirty (30) days. The Lessee shall not execute any work, including bidding, until the Lessor has reviewed and approved the plans.
 - 9) In addition to meeting the requirements of this Lease, the Lessee shall comply with the Michigan Natural Resources Trust Fund (MNRTF) acquisition grant obligations and Trust Fund meeting direction (see Attachment A). Should the Lessee's use of the Premises conflict with the MNRTF obligations and meeting information, the Lease shall be terminated with notice.
 - 10) The Lessee shall apply for and obtain a Permit to Place Buoys/Beacons in Michigan Waters each season, if required to delineate use. Buoys shall be placed to define access channels.
 - 11) The Lessee shall place landscape buffers to separate the Premises from neighboring properties. All landscape materials shall be of species native to Michigan.
 - 12) The Lessee is responsible to acquire and pay for any permits and/or inspections required for operation of the site, including but not limited to: EGLE, Health Department, Engineering, and construction. Lessee must provide copies of these permits and/or inspections to Lessor within seven (7) days of receipt of approval.
 - 13) Lessee is responsible for all utilities associated with the premises and function of the boating access site.
 - 14) Any other use which is agreed to in writing by both parties.
- B. Lessee shall obtain Lessor's prior consent, in writing, signed by Lessor, to use the Premises for any purpose not listed in this Section. Lessor may terminate this Lease, as provided in Section 23, if at any time, Lessee uses the Premises, without express written permission by Lessor, for purposes other than those enumerated in this Section.
- C. **PROHIBITED ACTIVITIES** - The following activities on the Premises are prohibited:
- 1) Violation of Michigan Natural Resource Trust Fund Grant obligations (see Attachment A).
 - 2) Authorizing public use of Premises in violation of any State law, order or regulation.
 - 3) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of Lessor.
 - 4) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Lessor, with the exception of kayak storage racks. Camping is not permitted.

- 5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
 - 6) Disposal of trees, treetops, branches, roots, stumps, and other vegetative debris onto the Premises.
 - 7) Authorization of "Naming Rights" for any portion of the Premises without prior Lessor approval.
- D. Lessor may terminate this Lease, as provided in Section 23, if prohibited activities occur on the Premises at any time during the term of this Lease.
3. **WASTE** - Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
 4. **LESSOR'S OPERATIONS** - Lessee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of Lessor or the Public on the Premises. Lessee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the Premises. Lessee shall not prevent Lessor, its agents, or the public from crossing the Premises to access the adjoining State lands.
The Lessor will collaborate on all grant potentials for the enhancement of the Premises consistent with the uses defined in the MNRTF grant agreement and per direction by the DNR, Parks and Recreation Division.
 5. **ADMINISTRATION** - The DNR, Parks and Recreation Division, Cadillac District Supervisor, or his/her designated representative, is the DNR Administrator of this Lease (collectively, DNR Representative). The Lessee shall designate in writing to Lessor one (1) person and one (1) alternate person responsible to be the contact person for the Lessee regarding the administration of the Lease.
This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.
 6. **CONDITION OF PREMISES** - Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Lessee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition.
 7. **TERM** - Lessor shall lease the Premises to Lessee for a **Thirty (30)** year initial term of possession beginning upon actual possession at 12:01 a.m. on **April 1, 2021** and ending at midnight on **March 31, 2051**, or such later date as provided in Section 8. The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy.
 8. **OPTION TO RENEW** - The initial term of this Lease may be extended for one additional **Thirty (30)** year term, or such term as shall be agreed to between the parties, if Lessee gives Lessor One Hundred Twenty (120) days written notice before this Lease or any extension expires, and agrees to any additional terms and rent modifications proposed by Lessor. Lessor's written consent is necessary for any Lease term extension.
 9. **RENT** - Lessee shall pay rent, and/or goods or services, to Lessor in the amount of \$0 per year. In lieu of payment, Lessee is responsible for operation, maintenance, and improvement of the Premises.

10. SERVICES BY LESSEE - Lessee shall furnish the following services at its own expense:

- A. Lessee will develop, operate and maintain the Premises as provided for in Section 2A above at its sole expense.
- B. Lessee will be responsible for the enforcement of all state laws and local ordinances on the property.
- C. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and Lessor. If Lessor determines that Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the Lessor, the problem is not rectified to the satisfaction of Lessor, Lessor may perform or have the duties of the Lessee performed by others at Lessee's sole expense.
- D. Lessee is responsible to immediately investigate and report to the Lessor all instances of suspected trespass.
- E. In performing services under this Lease, Lessee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, Lessee must comply with any applicable state agency rules that the Lessor provides to Lessee.

11. FEES – With Lessor review and approval, Lessee may charge a fee or request donations in connection with Lessee's use of the Premises.

All fees and/or donations shall have prior approval of Lessor, if permitted. Differences in admission or use of the Premises may not be instituted on the basis of residence. Any fee and/or donation that might be charged will be used to operate, restore, maintain and enhance the Premises.

Lessee shall keep accurate books, records and accounting of its operations under this Lease distinctly separate and apart from Lessee's other operations. Lessee shall make all reports concerning the operation available to the Lessor at such time as the Lessor may require.

Lessor, upon thirty (30) days' notice, shall have the right to audit books, records and accounting of Lessee's operations for this Lease.

12. ASSIGNMENT AND SUBLEASE - Lessee shall not sell, mortgage, rent, assign, or parcel out the Lease hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Lease for any purpose whatsoever without first obtaining the prior written consent of Lessor. Such action by Lessee without the prior written approval of Lessor shall be cause for the immediate termination of this Lease. Lessee may, however, enter into maintenance agreements with third parties to fulfill Section 10 above.

13. ALTERATIONS - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Lessor, which Lessee shall request at least thirty (30) days in advance of such alteration, modification, or improvement.

At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor, by way of

the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e), unless otherwise agreed in writing by Lessor. (Copy of completed Gift and Acceptance Agreement will be attached only if/when gift is given.)

In the event that Lessor requires Lessee remove all facility improvements, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition, excluding the structure removal per Section 2.A.5.

14. **LAWS, CODES AND PERMITS** - Lessee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

Furthermore, Lessee shall comply with all acquisition and development grant obligations existing at the time of this Lease.

15. **DAMAGE and REPAIRS** - Lessee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.
16. **INSPECTION of PREMISES** - Lessor and Lessor's agents and employees shall have the right at all reasonable times during the term of this Lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.
17. **INDEMNIFICATION** - Lessee 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 Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives.
18. **LIABILITY** - Lessee 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 Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease.

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

19. **INSURANCE:** Lessee shall provide certificates of insurance listing the State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds, to Lessor within thirty (30) calendar days following the execution and delivery of this Lease to Lessee, and every year thereafter, for the following insurance coverage. The insurance policies shall

provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Lessor.

- A. Lessee shall obtain General Liability Insurance, naming Lessor, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Lease. Lessee agrees to maintain a minimum policy limit, in the amount of:
 - \$ 500,000 per occurrence for property damage
 - \$1,000,000 per occurrence for bodily injury
 - \$2,000,000 aggregate
 - B. Lessee covenants that it will, during the continuance of the term of this Lease, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.
 - C. If required by law, Lessee shall obtain Workers' Compensation Insurance for Lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
 - D. If required by law, Lessee shall maintain automobile no-fault coverage for vehicles used under the course of this Lease.
 - E. Lessor reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by Lessor.
20. **NON-DISCRIMINATION** - Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant

not to discriminate in employment. A breach of this covenant is a material breach of this Lease.

21. **UNFAIR LABOR PRACTICES** - Lessee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract or Lease, if after award, the name of the Lessee as an employer or the name of a Subcontractor, manufacturer, or supplier of Lessee appears in the register.
22. **DISPUTES** - Except as otherwise provided for in this agreement, any dispute among any multiple Lessees that have executed Leases with Lessor to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this agreement, which is not disposed of by this agreement, shall be decided by the Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.
- A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.
- B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.
23. **CANCELLATION** -
- A. Lessor may cancel this Lease provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
- 1) The Premises are no longer being used for the purposes identified in this Lease.
 - 2) Lessee provided Lessor with information, in its application for this Lease or at any time during the Lease term, that was false or fraudulent.
 - 3) Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice of default to Lessee.
 - 4) Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 21.
- B. Lessor may cancel this Lease provided Lessee is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if Lessor deems cancellation is in the best interest of the State of Michigan.
- C. Lessor may also cancel this Lease for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation.

- D. In the event of cancellation and if Lessor deems restoration is preferred, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition.
24. **QUIET ENJOYMENT** - Lessee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Lessee is maintained open to the general public.
25. **RESERVATION** - Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
26. **HOLDOVER TENANCY** - If Lessee remains in possession of the Premises after the natural expiration of this Lease, with the consent of Lessor but without a renewal of this Lease, pursuant to Section 8, a new tenancy from year-to-year shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
27. **NOTICES** - Any notice(s) to Lessor or to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be transmitted to the addresses listed below:

To LESSOR:

Land Administering Division (LAD)
 State of Michigan
 Department of Natural Resources
 Chief, Parks and Recreation Division
 P.O. Box 30257
 Lansing, MI 48909

and LAD Administrator

State of Michigan
 Department of Natural Resources
 Cadillac Customer Service Center
 8015 Mackinaw Trail
 Cadillac, MI 49601
 Attn: PRD District Supervisor
 (231) 775-9727

TO LESSEE:

and Lessee Alternate

Peninsula Township
 13235 Center Road
 Traverse City, MI 49686

Attn: Township Supervisor, Robert Manigold
 (231) 223-7323

28. **NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a

Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

29. **INTERPRETATION** - This Lease shall be interpreted in accordance with the laws of the State of Michigan.
30. **NO UNNAMED ENTITIES/ PARTNERS** - Lessee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Lessee is the only entity responsible for carrying out Lessee's responsibilities.
31. **MODIFICATION** – This lease shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Lease are effective unless in writing, signed by the parties, and executed in the same manner as this Lease was originally executed. A party may waive or release the other party's breach or default only in writing.
32. **SEVERABILITY** - Should any provision of this Lease, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
33. **GOVERNING LAW** – This Lease is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Lease must be resolved in the Michigan Court of Claims.
34. **REQUIRED APPROVALS** - This Lease shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Lessor and Lessee.
35. **WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Lease does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Lease.
36. **ENTIRE AGREEMENT AND ENCLOSURES** - This Lease constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. This Lease supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

LESSOR
WITNESS(ES) TO LESSOR

STATE OF MICHIGAN
BY THE
DEPARTMENT OF NATURAL RESOURCES

Witness(es)

Barb Graves

5/14/2021

Ronald A. Olson

5/14/2021

Witness Signature

Date

Ronald A. Olson, Chief
DNR Parks and Recreation Division

Date

Barb Graves
Diane Munson
(please print name)

Witness(es)

Witness Signature

Date

(please print name)

STATE OF MICHIGAN, COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____, day of _____, 2021 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

Diane Marie Munson, Notary Public
(please print name)

My Commission Expires: 07/04/2022

Acting in the County of: Ingham

LESSEE – PENINSULA TOWNSHIP

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

WITNESS TO LESSEE

Witness

Robin Noval

(please print)

Robin Noval
Witness Signature

05-06-2021
Date

Lessee

Robert K. Manigold

(please print)

Robert K. Manigold
Lessee Signature

05-06-2021
Date

Title: Supervisor

Federal ID No. 38-6374633

Witness

Robin Noval

(please print)

Robin Noval
Witness Signature

05-06-2021
Date

Lessee

Rebecca W. Chown

(please print)

Rebecca W. Chown
Lessee Signature

05-06-2021
Date

Title: *Chown*

Federal ID No. 38-6374633

State of Michigan, County of Grand Traverse

The foregoing instrument was acknowledged before me on this 6th day of May, 2021, by Robert K. Manigold & for Lessee.

Rebecca W. Chown

Susan Lee Piehl

Susan Lee Piehl, Notary Public

State of Michigan, County of Grand Traverse

My Commission expires: March 08, 2025

Acting in the County of Grand Traverse County

Rebecca Chown

From: Rob Manigold <supervisor@peninsulatownship.com>
Sent: Monday, May 24, 2021 2:03 PM
To: Gregory M. Meihn; Susan Piehl; Becky Chown; Brad Bickle; David K. Sanger; Isaiah S. Wunsch; Margaret A. Achorn; Warren L. Wahl
Subject: FW: Robert and Colleen Kelley Park Boating Access Site Agreement

From: Green, Lori (DNR) [<mailto:GreenL9@michigan.gov>]
Sent: Monday, May 24, 2021 11:51 AM
To: Rob Manigold
Subject: RE: Robert and Colleen Kelley Park Boating Access Site Agreement

Mr. Manigold,

Because staff are working from home, the Department is not providing notary signatures nor are we requiring them.

Lori Green
Concession and Lease Manager
Roscommon Customer Service Center
8717 North Roscommon Road
Roscommon, MI 48653
989-889-9178
Fax 989-275-5167

From: Rob Manigold <supervisor@peninsulatownship.com>
Sent: Thursday, May 20, 2021 2:31 PM
To: Green, Lori (DNR) <GreenL9@michigan.gov>
Subject: RE: Robert and Colleen Kelley Park Boating Access Site Agreement

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Lori, the notary didn't sign, please have her sign and return....thanks Rob

From: Green, Lori (DNR) [<mailto:GreenL9@michigan.gov>]
Sent: Tuesday, May 18, 2021 9:12 AM
To: supervisor@peninsulatownship.com
Cc: Mahony, Kasey (DNR); Mayes, Jon (DNR)
Subject: Robert and Colleen Kelley Park Boating Access Site Agreement

Good morning Mr. Manigold,

Please see the attached fully executed contract for your records. Let me know if you have any questions. Have a great season!

Lori Green
Concession and Lease Manager

Case Statement Requesting DNR Support for Constructing a Minimal Impact, One-Lane Boat Launch at Kelley Park, the “Old Moorings” Property in Peninsula Township

Peninsula Township is grateful for the opportunity to request DNR support for constructing a minimal impact, one-lane, universally accessible boat launch and universally accessible carry-down canoe and kayak launch at Robert & Colleen Kelley Park, formerly called the Old Moorings property.

Historically, this property located on East Bay in the village of Old Mission at the north end of the Old Mission Peninsula has seen a great deal of use. The Nevingers put in their first dock, a seaplane-fueling structure, way before 1970. Nearby property owner Bob Hyslop was about 10, so that would have been around 1950. He doesn't recall it shutting down and believes it morphed into the marine gas boat launching and docking structure that the Army Corp of Engineers approved in 1970 (see attached permit and photos of the dock). From this 135-foot-long dock complete with a gas pump that attracted boats from all over the bay, Nevinger offered charter fishing services and allowed people to use the launch site for a fee of \$5.00/boat.

Although the drop-off is further out at Kelley Park than at Haserot Beach (see attached map showing feet to drop-off at both locations), Peninsula Township believes a launch at Kelley Park would be serviceable. Although this belief might seem counterintuitive, as the success of the Nevinger dock reveals, sand doesn't move much in this part of the bay because the prevailing winds are from the other side of the peninsula, wave action is weaker, and the bottom is more stable. Case in point, the support pilings and rock crib structures circa 1845 from the original Dougherty Mission dock about a quarter mile south of Kelley Park haven't silted over. Bob Hyslop checks them out from his kayak every summer. He notes, “Still there after 175 years.” Equally compelling, the 22 concrete “pirate” moorings Nevinger put out in the 1980s likewise still sit on top of the sandy bottom. In contrast, the former launch at Haserot Beach, destroyed in a November 2019 storm, required repeated dredging.

In 2019, when discussions about whether to construct a launch at Haserot Beach or Kelley Park were ongoing, the township learned it couldn't rebuild a launch at the existing Haserot Beach site due a deed restriction (see attachment). In the 1950s, a local family donated 90 feet of beachfront to expand the township's beach area. Resident Bill Hyslop, grandson of the original donors, explains, “Our family wanted to donate this property to the township for a neighborhood swim beach. We wanted the property to remain as natural as possible, and it was important to us to keep an unobstructed view of the bay from Eastern Road. These and other restrictions were written into the deed transfer. We didn't really like the use of the road right-of-way as a boat launch but recognized this was something the local community needed, so we allowed a minimal facility that we occasionally used as well. Once Kelley Park became available for that purpose, we were no longer willing to accept a boat launch at Haserot Beach.”

Moreover, the community at large does not want a launch rebuilt at Haserot Beach for two compelling reasons: first, it isn't safe. Haserot Beach has been “discovered,” thanks to social media, a growing love of northern Michigan, and articles from Traverse the Magazine and elsewhere that showcase it as a “Top Ten Beach” and even the “Top Secret Beach.” Because of this publicity, our small beach and amenities are both beloved and overwhelmed (see attached pictures and articles).

Second, and most importantly, it isn't safe to construct a boat launch immediately adjacent to one of northern Michigan's most popular swimming beaches. Near misses between vehicles hauling boat trailers and small children darting to and fro were increasing until the launch was destroyed in the 2019 storm. Thanks to masses of visitors parking up and down all available side streets and then crossing the

road, arms filled with beach paraphernalia, to egress the beach, near misses on the road were also common. It was merely a matter of time before a heartbreaking tragedy occurred.

The residents of Peninsula Township are opinionated, with strong feelings about where the boat launch should go. Even though the township considered constructing the launch at Haserot Beach instead of Kelley Park in 2019, before township trustees were aware of the deed restriction, public opinion ultimately rallied around a launch at Kelley Park for all the reasons mentioned above. Consequently, the township declined a 2019 Waterways Grant to construct a new launch at Haserot. While the letter declining the grant noted the neighborhood and safety concerns, it did not explain the deed restriction that makes Kelley Park the township's only viable option.

That history aside, constructing the launch at Kelley Park was always understood to be the goal. See the township's 2013 letter to Paul Yauk, the Michigan Natural Resources Trust Fund minutes from October 2013, and the December 2013 MNRTF Resolution.

It is hard to believe ten whole years have passed since the effort to save the Old Moorings property and construct a boat launch there began. Today, residents continue to ask for this minimal impact, single-lane, shallow-draft boat launch that is wholly separated from the increasingly popular Haserot Beach. Simultaneously, in these ten years, the desire for access to East Bay, including universal access, has dramatically increased.

Today, Peninsula Township seeks to fulfill the vision borne out of the partnership between the DNR, the Grand Traverse Regional Land Conservancy, and the township to construct a minimal impact boat launch with a universally accessible carry-down kayak and canoe launch. As the attached letters of support show, our community supports this goal. Moreover, regardless of the past, Peninsula Township feels obligated to make sure Kelley Park is a community asset. Currently, as has been the case for some years, it is stagnating.

Rather than construct a larger two-lane boat launch with a greater footprint, the township and community would prefer a single-lane, shallow-draft launch for smaller boats that compliments the other two boat launches already available on the peninsula, the double-lane DNR launch on East Bay further south as well as the DNR launch on West Bay at Bowers Harbor. Both of these existing launches are highly developed and allow for larger boats. Constructing the envisioned minimal impact launch at Kelley Park in an environmentally sensitive manner that preserves the natural environment would provide the whole package, as it were. Given our geography, with only one major road on and off the peninsula, the township is worried about attracting further commercialization and traffic. A larger-draft launch on the far north end would attract larger boats and trailers in the midst of harvest season, when our farmers need to get their product on and off the peninsula without delay.

Working with EGLE to limit the environmental impact of this envisioned boat launch on the north end of the peninsula, Peninsula Township envisions a development plan that keeps the property in as natural a state as possible, minimizing paving, lighting, and structures while maximizing natural grassy areas and native plants. Our efforts would include a landscape plan to protect neighbors north and south of Kelley Park and a lighting plan that aligns with the township's Dark Night Sky ordinance.

Thank you for your consideration and time. We look forward to partnering with the DNR long into the future to improve and manage this gem of a public park to make enhancing accessibility to East Grand

Traverse Bay a reality for all and in a manner that will make everyone proud – the township, the community, and the DNR alike.

Attachments:

1970 permit authorizing the 135-foot Nevinger dock
Map showing feet to dropoff at both Haserot Beach and Kelley Park
Photos of the Nevinger dock
Deed restriction
Pictures of Haserot Beach
Traverse the Magazine and Tamarack Lodge articles

Additional Attachments:

2013 letter from Peninsula Township to Paul Yauk, DNR, requesting a low-impact launch at Kelley Park
2013 Record-Eagle editorial
2013–2019 Letters of support for a boat launch at Kelley Park
2013 MNRTF minutes and resolution of support
2014 Peninsula Township memo
2019 Old Mission Gazette Op-Ed on Haserot Beach
2021 lease between Peninsula Township and the DNR

Development Plan:

Gourdie-Fraser & Associates has provided a bare bones schematic drawing and cost estimate of the single-lane motorized launch alone rather than an overall site plan. Accordingly, the township will contract with a qualified landscape architecture and design firm such as Beckett&Raeder to create a landscape design and conceptual plan that details the following:

- Exact location and schematics of the single-lane launch
- Exact location and schematics of the carry-down kayak and canoe launch
- Parking
- Overflow parking
- Vault toilet
- Lighting that complies with the township’s Dark Night Sky ordinance
- Vegetative buffers on both sides of the park to protect the neighbors
- Appropriately located and designed picnic pavilion
- Bike rack
- Signage



WATERWAYS GRANT PROGRAM APPLICATION

This information is required by Authority of Part 781 of the Natural Resources and Environmental Protection Act 1994 PA 451.

Grant applications must be emailed to program manager Paul Petersen at PetersenP@michigan.gov by 5 p.m. est. on April 1st.

Applicant Name (Local Government) Peninsula Township		Name of Contact Person/Title Christy Summers	
Address 13235 Center Road		Address 535 W William, Ste 101	
City, State, ZIP Traverse City, MI 49684		City, State, ZIP Ann Arbor, MI 48103	
Federal Employer Identification Number (FEIN) (REQUIRED) 38-6374633		E-mail Address csummers@bria2.com	
NOTE: FEIN Number of municipality identified as Applicant Name (<i>Local Government</i>) above MUST be provided to receive grant funds.			
Applicant Telephone (231) 223-7322	Applicant FAX (231) 223-7117	Contact Person Telephone (734) 239-6608	Contact Person FAX (734) 663-6759
PROJECT LOCATION <input type="checkbox"/> County <input checked="" type="checkbox"/> Township <input type="checkbox"/> City <input type="checkbox"/> Village		County Grand Traverse	State Senate District 37
		State House of Representative District 104	
TYPE OF PROJECT <input type="checkbox"/> Harbor <input checked="" type="checkbox"/> Boating Access Site (must contain or propose a ramp, maneuver area, and parking to be grant eligible)		TYPE OF GRANT <input type="checkbox"/> Preliminary Engineering Study <input checked="" type="checkbox"/> Infrastructure Improvements* (i.e., construction projects) <small>*Preliminary engineering has been completed by a licensed design professional</small>	
PROJECT TITLE Kelley Park Boating Access Site Improvements			
DESCRIPTION OF PROJECT Attach a description of the overall project (including scope items, estimated costs, estimated construction schedule, and digital site photos) and a needs assessment. Note, for harbor projects, attach the last 3 years of harbor traffic (harbor logs), and last 3 years of harbor financial summaries. In addition, you must provide a 5 Year Harbor Recreation Plan to the Natural Resources Trust Fund.			
BUDGET SUMMARY			
A. Estimated Project Cost (B + C):		\$ 1,124,701.88	
B. Requested Grant Amount		\$ 562,350.94	
C. Applicant's Matching Funds:		\$ 562,350.94	
As Designated Representative of above-named Applicant, I hereby agree to implement this project according to the materials provided with this application and to abide by the provisions of the Waterways Grant program, including compliance with all applicable Federal and State laws and regulations.			
Isaiah Wunsch, Township Supervisor			April 3, 2023
<small>Printed Name and Title of Applicant's Designated Representative</small>		<small>Signature</small>	<small>Date</small>

Application with attached Project Description must be emailed to program manager Paul Petersen at PetersenP@michigan.gov by 5 p.m. est. on April 1st.

FOR DNR USE ONLY		
<input type="checkbox"/> Facility Number.:	<input type="checkbox"/> Compliance Review	
Comments		
Program Manager (please print)	Signature	Date

Kelley Park Boating Access Site Improvements

Section 1. Project Overview and Background

1.1. Overview

Peninsula Township is applying for a grant through the Waterways Grant Program to improve the Kelley Park Boating Access site. This project involves updates including adding accessible boating access for motorized boats and accessible non-motorized craft (carry down launch). It also includes the expansion and improvements to the vehicular parking and circulation, pedestrian routes, and storm water management at the site, as well as the addition of a vault toilet.

1.2. Background

Robert and Colleen Kelley Park (Kelley Park) is a key element of the Township's Parks and Recreation Plan and was initially acquired in order to install a deep-water boat launch. It is leased, operated, and maintained by the Township as a DNR-initiated Trust Fund acquisition property, but currently remains undeveloped. The general area, including nearby Haserot Beach, includes a variety of recreation facilities, including beach front, carry down boat launch access, picnic area, and access to nearby trails. The area supports nearly year-round tourism and has become increasingly popular with thousands of visitors a year and growing.

The Township initially targeted nearby Haserot Beach as the location of an improved boating access facility, applying for a Waterways Grant in 2019. However, upon review of existing deed restrictions at Haserot which strictly limits use to a swimming beach, as well as overwhelming public opinion, the decision was made to relocate boating access to the DNR property at Kelley Park. Kelley Park is currently utilized as an Improved Water Access Location for non-motorized/carry-down boats (kayaks, canoes, and paddleboards).

The Township's goal is to abandon the current boat launch at Haserot Beach, which was damaged in a 2019 storm and is now unusable, and establish a new accessible, motorized boating access and separate accessible carry-down launch at Kelley Park. Since patrons often park alongside the road at Haserot, safety issues for pedestrians and bicyclists are increasingly evident. It is the Township's goal that through Kelley Park improvements both issues can be addressed, improving accessibility and safety for both parks. Specifically, with boating access improvements at Kelley Park, beach goers and families at Haserot will have a more dedicated, and therefore safer, space. Likewise, boaters at Kelley Park will have their own committed parking and launching area.

The DNR initially concluded through an investigative process in 2017 that Kelley Park may be best utilized as an Improved Water Access Location, but this pre-dated the full understanding of the Haserot deed restriction as well as the public input gathered through the Haserot Beach Launch Improvement planning and funding work. Discussions have been ongoing between the Township and DNR on lease and maintenance agreements since the initial purchase. In 2021 the DNR and Township finalized a 100-year lease agreement authorizing the Township to use the park for boating access and amenities. To further support, this project has been identified in the 2018 and 2023 Five-Year Park and Recreation Plan as a high priority and topic of interest by the residents in the Township.

Section 2. Scope of Work/Needs Assessment and Project Schedule

2.1. Scope of Work and Needs Assessment

In response to public input and the need to limit adjacent Haserot Beach to a beach gathering location only, the historic boat launch use will be relocated to Kelley Park. At Kelley Park, the existing loop road (Mooring Place Drive) was originally developed as part of an unrealized housing development project and is not ideally configured for boating access use. To create a clearer hierarchy of navigation, as well as limit visual and physical impacts to the site, the proposed design will demolish the existing Mooring Place Drive. A single ingress/egress drive for the boating access site will be placed on the northern half of the property, offset from the property line, providing space for a vegetated buffer between the parking lot activities and neighboring residents. This also affords the southern half of the property to be free of vehicular-oriented development, thereby minimizing impact to the existing upland monarch habitat onsite.

The footprint of the former Mooring Place Drive will be restored through decompaction and meadow seeding, and the new configuration of vehicular circulation and parking will be installed. The site will be regraded, unsuitable soils will be removed, and new clean granular material will be placed and compacted. Designated circulation and parking areas will then be paved with hot mix asphalt (HMA). Accessible parking stalls will be provided in both the trailerable parking spaces (for motorized boating access) and standard parking spaces (for carry-down launch) and finished with a stable, firm, and slip resistant surface.

Concrete curb and gutter will be utilized judiciously as necessary to control and provide for storm water management, as well as to safely separate vehicles and pedestrians. Concrete sidewalks will be constructed leading from the proposed parking areas to both launches.

Storm water management will be provided in the form of sediment basins and/or mechanical units that will collect sediment and contaminants from the storm water generated by the proposed improvements.

For the motorized launch, precast concrete planks will be installed to provide a ramp into the water. Heavy riprap in conjunction with 6A crushed stone will be placed along the sides of the ramp to deter undermining of the ramp slab. Two seasonal dock/skid piers will be provided on both sides of the single-lane launch ramp. Owing to the Kelley Park site’s relatively shallow beach and bathymetry, mechanical dredging will be a necessity to create a safe depth for boat loading and unloading in this area of the East Bay, out to deeper water. The location of the launch site on the north side of the property attempts to shorten the distance to deeper water as compared to the south side of the property.

Additional amenities added to site are proposed to be a single vault style restroom that is ADA compliant along with a path to accommodate access from the parking areas to the restroom. All pathways onsite will be ADA compliant, and will be finished with a stable, firm, and slip-resistant surface. Lastly, screening of the parking lot for the neighboring properties will be provided in the form of a native vegetative buffer. All design is proposed to be compliant with DNR guidelines, county soil erosion and sediment control permitting, and EGLE/USACE permitting for work on the shores of the Great Lakes for boating access sites and subject to their final approval.

Recognizing that further site reconnaissance and analysis remains that will inform the final design and on-going maintenance, the Township proposes that a comprehensive and collaborative design process be engaged in with DNR over the course of the project’s development. This process may suggest prudent reductions in the project scope (and commensurate reductions in the grant amount) are warranted. The Township commits to such a process and has allotted time for the deliberations in the Project Schedule below.

2.2. Project Schedule

Anticipated Project Schedule*	
Task	Completed by
1. Engage Design Firm	May 2023
2. Kick-off Meeting with Peninsula Township	June 2023
3. Research/ Preliminary Design & Survey	June-July 2023
4. Collaboration with DNR / Final Project Scoping	July – Aug 2023
5. Final Design	Aug-Dec 2023
6. Permitting	Oct 2023
7. Bidding	Feb 2024
8. Construction	May-August 2024
9. Project Closeout	Sept 15, 2024
*Project Schedule may be adjusted based on grant award timeline and regulatory agency reviews and approval	

Section 3. Preliminary Opinion of Cost

Penninsula Township Kelly Park
Boating Access Site Improvements - Preferred Option
Preliminary Opinion of Probable Construction Cost
April 3, 2023

B R i
Beckett&Raeder

Qty	Unit	Description	Unit Cost	Unit Total	Total
Site Preparation					
6	ea	Straw Bale Dam	\$175.00	\$1,050.00	
1	ea	Stabilized Construction Entrance	\$1,750.00	\$1,750.00	
6	ea	Inlet Filter Fabric	\$300.00	\$1,800.00	
1	ls	Coffer Dam / Dewatering for Launch Ramp Construction	\$20,000.00	\$20,000.00	
2,400	lf	Turbidity Curtain	\$22.00	\$52,800.00	
525	lf	Filter Fabric Fence	\$4.00	\$2,100.00	
0	lf	Tree Protection Fence	\$5.00	\$0.00	
					\$79,500.00
Demolition					
275	lf	Sawcut Pavement	\$3.50	\$962.50	
3,727	sf	Gravel Pavement Removal	\$0.75	\$2,795.25	
24,495	sf	Asphalt Pavement Removal	\$1.50	\$36,742.50	
2,320	lf	Concrete Curb Removal	\$7.50	\$17,400.00	
1	ls	Remove Pavilion	\$5,000.00	\$5,000.00	
1	ls	Misc. Demolition	\$15,000.00	\$15,000.00	
					\$77,900.25
Earthwork / Dredging					
3,593	cy	Strip and Stockpile Topsoil; Shred for Re-spreading	\$4.00	\$14,372.00	
3,593	cy	Cut & Fill (12" avg)	\$4.00	\$14,372.00	
6,034	sy	Fine Grading	\$1.00	\$6,034.00	
750	cy	Undercut & Backfill Poor Soils with 1x3 (Allowance)	\$48.00	\$36,000.00	
12	cy	Revetment in Vicinity of Launch Sites	\$87.50	\$1,050.00	
1	ls	Dredging Mobilization	\$15,000.00	\$15,000.00	
6,240	cy	Channel Dredging	\$12.50	\$78,000.00	
550	cy	Haul & Dispose of Dredge Spoils (assume clean)	\$11.00	\$6,050.00	
					\$170,878.00
Site Utilities					
6	ea	Adjust Existing Storm Structure	\$350.00	\$2,100.00	
2	ea	2' Diameter Inlet	\$2,500.00	\$5,000.00	
2	ea	4' Diameter Manhole	\$3,000.00	\$6,000.00	
1	ea	Swirl Structure for Storm Water Cleansing	\$17,500.00	\$17,500.00	
6	ea	Flared End Section	\$1,250.00	\$7,500.00	
12	cy	Flared End Section Rip Rap	\$75.00	\$900.00	
340	lf	12" / 18" Storm Pipe / Culvert	\$65.00	\$22,100.00	
1,200	lf	Pavement Underdrain	\$11.00	\$13,200.00	
					\$74,300.00

Site Improvements			
820	lf	Concrete Curb & Gutter	\$31.00 \$25,420.00
4,810	sf	Concrete Sidewalk	\$6.85 \$32,948.50
1,080	sf	CIP or Concrete Plank Launch Ramp	\$15.00 \$16,200.00
14	cy	Gravel Shoulder surrounding Launch	\$65.00 \$910.00
120	sf	Gravel Nonmotorized Launch	\$4.00 \$480.00
2,015	sf	HD Concrete Launch Ramp Maneuvering Space	\$11.00 \$22,165.00
1,225	sy	SD Asphalt Pavement	\$37.00 \$45,325.00
3,239	sy	HD Asphalt Pavement	\$40.00 \$129,560.00
1,405	lf	Parking Lot Striping	\$1.50 \$2,107.50
1	ls	Misc Parking Arrows & Crosswalks	\$8,000.00 \$8,000.00
2	ea	New Skid Piers	\$15,000.00 \$30,000.00
1	ea	Vault Toilet	\$20,000.00 \$20,000.00
1	ls	Misc Temporary and Permanent Project Signs	\$5,500.00 \$5,500.00
2	ea	BF Parking Signage	\$1,000.00 \$2,000.00
1	ea	Solar Light	\$4,500.00 \$4,500.00
			<u>\$345,116.00</u>
Landscaping & Site Restoration			
45	ea	Canopy Trees	\$500.00 \$22,500.00
32	ea	Evergreen Trees	\$250.00 \$8,000.00
2,760	sy	Upland Meadow Mix	\$5.75 \$15,870.00
809	sy	Wet Meadow Mix	\$5.75 \$4,651.75
1,034	cy	Topsoil (Shred and Respread Existing)	\$20.00 \$20,680.00
5,831	sy	Lawn Restoration (Seeding)	\$1.00 \$5,831.00
			<u>\$77,532.75</u>
Subtotal			\$825,227.00
General Conditions (5%)			\$41,261.35
Design & QDV Contingency (10%)			\$86,648.84
Total Anticipated Bid Amount			<u>\$ 953,137.19</u>
Design / Engineering / Permitting / Construction Administration (18%)			<u>\$ 171,564.69</u>
Total Construction			\$ 1,124,701.88

Section 4. Existing Conditions Images



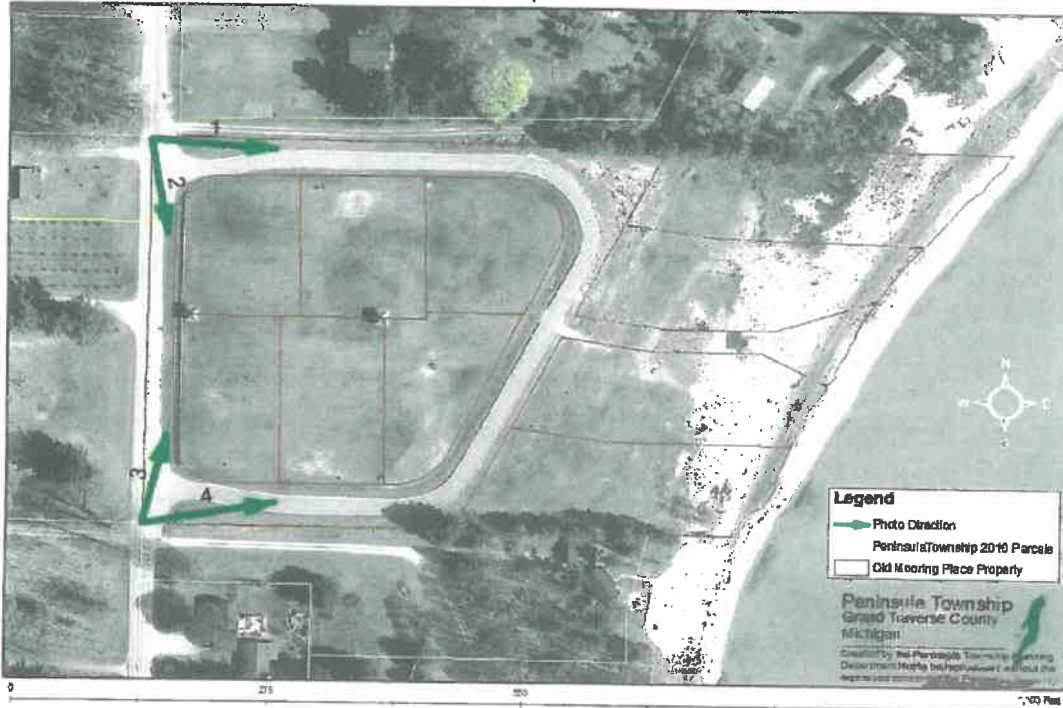
Old Mooring Place Property

Photo Station & Aerial Maps - 2010

Old Mooring Place Property Information

4000 sq ft	1000 sq ft	2000 sq ft
600 sq ft	800 sq ft	1000 sq ft
1200 sq ft	1500 sq ft	1800 sq ft

Current On-site Development: Land is currently host to ten (10) residential lots who share approximately 625 feet of beach through an L-shaped mooring basin. At this time no construction has taken place on any of the proposed lots and the properties are currently under the ownership of three (3) separate parties.





Entrance to Site from Mission Road. Source: Google Earth Pro



Kelley Park Northeast Corner



View to the East from Moorings Place Drive. Source: Google Earth Pro



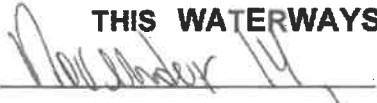
View to the Southwest from Moorings Place Drive. Source: Google Earth Pro

Section 5. Concept Plan



WATERWAYS GRANT AGREEMENT

Boating Access Site Construction

 **THIS WATERWAYS GRANT AGREEMENT** (the "Agreement") is made as of _____, 2023, between the PENINSULA TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN (the "Township") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Township is an important center of recreational boating activity for shallow-draft recreational vessels;

WHEREAS, the Township has asked that the Department assist in Kelley Park Boating Access Site improvements, including adding accessible boating access for motorized and non-motorized craft, expansion and improvements to vehicular parking and circulation, pedestrian routes, stormwater management, and a vault toilet at Kelley Park (28-37) (the "Facilities");

WHEREAS, the Department is willing to assist the Township to construct the Facilities, which are estimated to cost one million, two hundred ten thousand, seven hundred and one dollars and eighty-eight cents (\$1,210,701.88), with the Department agreeing to pay approximately 50% of the estimated cost, not to exceed six hundred five thousand, three hundred fifty dollars and ninety-four cents (\$605,350.94).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the Township a sum of money equal to approximately 50% of the estimated cost of construction of the Facilities called for by the plans and specifications, including final engineering costs, but not to exceed six hundred five thousand, three hundred fifty dollars and ninety-four cents (\$605,350.94). The words "plans and specifications" shall mean the plans and specifications developed for the Township for the Facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the Township of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits,

award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and Township, and receipt of payment reimbursement requests.

The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Township or completion of an audit of the expenditures for the Facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the Township.

(d) provide for the periodic inspection of the Facilities, including all equipment and buildings.

2. The Township shall:

(a) immediately appropriate the sum of six hundred five thousand, three hundred fifty dollars and ninety-four cents (\$605,350.94) for the project, which represents approximately 50% of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Township.

(b) construct the Facilities to the satisfaction of the Department as set forth in this Agreement and pursuant to the approved plans and specifications, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of the Department's Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department in an appropriate digital format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The Township shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the Department for auditing at reasonable times. The Township shall retain all accounts, documents, and records for the Facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications, and final engineering drawing

plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All Facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The Township shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the Township has failed to correct any safety issues, the Department will have the necessary work completed and the Township shall pay 105% of the cost of the work.

(f) construct the Facilities authorized under this Agreement, and the land and water access ways to those Facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the Township and any principal, agent, contractor, and subcontractor of the Township:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the Facilities are constructed, the Township shall:

(a) establish or assign a competent and proper department of the Township to operate the Facilities, to regulate the use of the facilities, and to provide for maintenance for the Facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the Facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the Township shall provide for sufficient income to defray operating and maintenance expenses of the project. The Township shall not impose fees for the use of the Facilities unless they have been specifically approved by the Department in writing, which shall not be unreasonably withheld. Any net revenues accruing from the operation of the Facilities shall be separately accounted for and reserved in a restricted fund by the Township for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating Facilities. The Township shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel at the Facilities.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the Facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the Township due to construction, maintenance or operation of the Facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the Township and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The Township shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as 20 years from latest grant award. The Township may request release from grant

obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The Township shall comply with all State and Federal statutes applicable to the Facilities.

6. The Township must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The Township must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the Facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of the Facilities by the Township for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the Facilities or to be located on the Facilities without the prior written approval of both the Township and the Department.

10. The Facilities and the land and water access ways to the Facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the Facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the Township shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all

other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his 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. The Township agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The Township represents that it possesses good and clear title to all lands involved in this project, and 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.

12. The Facilities constructed under this Agreement shall not 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 title, ownership, or right of maintenance or control by the Township without the Department's prior written approval.

13. Any failure by the Township to timely cure any violation of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the Township. The Township has a right and an obligation to cure, and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement not cured by the Township shall entitle the Department to the following options:

(a) To purchase the Facilities and the right of access over Township property to the Facilities at the existing value of the Facilities, less any financial contribution made by the Department. The value of the Facilities shall be determined by three competent appraisers; one to be selected by the Township, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Township shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the Facilities for the construction, repair, or rehabilitation in which the Facilities are located. No value shall be assigned to the right of access to the Facilities over Township property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Township shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the Facilities.

(b) To accept from the Township a sum equal to the total financial contribution made by the Department for the construction or maintenance of the Facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the Facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the Facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

Margaret O'Arch

PENINSULA TOWNSHIP TRESPASSER

PENINSULA TOWNSHIP:

By: [Signature]

Title: Peninsula Township

Check

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____
Ronald A. Olson, Chief
Parks and Recreation Division

