

PENINSULA TOWNSHIP

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**Peninsula Township
Parks Committee Meeting
March 25, 2026
MINUTES
7:00 p.m.**

1. **Call to Order** by D. Murphy at 7:00 p.m.
2. **Pledge**
3. **Roll Call** C. Murphy, Caviston, D. Murphy, Chown, Bruning, Zebell. Excused-Gartland
4. **Approve Agenda- Chown moved to approve the agenda with a second by C. Murphy.**
Approved by Consensus
5. **Brief Citizen Comments (for agenda items only)** None
6. **Conflict of Interest** None
7. **Consent Agenda:** any member of the committee, staff, or the public may ask that any item on the consent agenda be removed and placed elsewhere on the agenda for full discussion.
 - A. Minutes from February 23, 2026 Parks Committee Meeting
 - B. Notice of Anonymous Gift!
 - C. Budget, as of February 28, 2026**Bruning moved to approve the consent agenda with a second by C. Murphy.**
Approved by Consensus
8. **Business**
 - A. Presentation from Historical Society about tree donation/planting request for our parks. Paul Hinchcliffe (Timber Lake Drive) from the Old Mission Historical Society discussed the memorial tree program. The society has planted more than 700 trees along the roads of old mission, with 250 being dedicated as memorial trees. The society proposed to explore planting trees within the parks beyond just the roadside areas, with potential maintenance partnerships. The society aims to work in tandem with the township in planting indigenous trees, focusing on stewardship and maintenance. The committee discussed the need for a memorandum of understanding for this collaboration. A draft is needed and then reviewed by the township attorney before going before the town board for approval.
 - B. Bench and Tree Donation Policy- the parks are reaching a saturation point for donations. Gartland and Laquerguist plan to map out remaining, appropriate locations to help manage capacity.
 - C. BHNA Update- Zebell provided the final budget report for the 2% allocation from the Grand Traverse Band of Ottawa and Chippewa tribes goat project (in packet). The committee discussed interpretive signage for the park incorporating history from the Grand Traverse Regional Land Conservancy and local farming history. **Zebell made a motion to spend \$100 to purchase birch**

trees and native seeds for BHNA with a second by Chown. Roll call vote-Zebell, Bruning, Chown, D. Murphy, Caviston, C. Murphy-all yes.

Approved Unan

D. OMSP Update

1. Update from DNR- the parks committee is continuing to collaborate with the DNR on a new management plan for the Old Mission State Park. Historical documents are still being collected.
2. Signage update- Bruning reported signage at the park will be the last step after the management plan is completed. Schultz, lighthouse manager requested a planter for the lighthouse. Zebell to meet with Schultz to discuss the specifics of the request including the desired location of the raised bed.

E. Kelley Park Update- All plans for Kelley Park are currently on hold pending a decision from an administrative law judge. The legal process was initiated after EGLE denied a permit for a proposed boat launch. An historical context of how the property went from a condominium development to the park was shared. The Kelley Park Lease with the DNR and Township's Waterways Grant Application and Contract are in the Packet Addition. The committee is waiting for the judge's decision to know how to proceed.

F. Archie Park Signage Update- The parks committee has \$18,000 in ARPA funds in this year's budget for signage. The 911 emergency contact plaque was missing from the Archie Park signage. **Chown made a motion to accept the \$2,000 estimate from Image 360 with the caveat the missing 911 contact plaque will be added, which may slightly increase the cost with a second by Caviston.**

Approved by Consensus

G. Schedule for 2026 Parks Committee Meeting- Parks meeting for 2026-2027 year will be the 4th Wednesday of the month at 7:00 p.m. The committee rescheduled the April 22, 2026 meeting to April 29, 2026 to ensure a quorum.

H. Bob Wilkinson Contract Details-a discussion was held regarding Wilkinson's contract. Chown will get in touch with Wilkinson for trail clearing, such as fallen trees. The discussion regarding chain saw classes and equipment came up again. Rhoda Bush donated \$600 to be used for the chainsaw certification class or gear and safety equipment for people who are interested.

I. Budget Update & Requests

1. Donation pipe funding request-Wilkinson provided a reasonable cost estimate for installing a donation pipe at Pelizarri Natural Area. **D. Murphy made a motion for Pelizzari Natural Area to not exceed \$1,000 for the creation of a donation pipe and its installation with a second by Chown. Roll call vote- C. Murphy, Caviston, D. Murphy, Chown, Bruning, Zebell-all yes.**

Approved by Unan

The township has requested for the first year, the bonded township officials collect the money. This would be Sanders, Clark, Dritsas, Noval, or Chown.

2. Playground Mulch-Members suggested to budget for mulching ever two years to keep up with maintenance and to prevent falling behind.

Peninsula Township
Parks Regular Committee Meeting
March 25, 2026 7:00 p.m.
Lola Jackson Transcribing Secretary
DRAFT

3. FY26 Update-The committee is maintaining a supplies budget for ongoing safety and maintenance.
4. FY27 Update- The budget does not include any capital projects. Any necessary large capital projects would require separate, dedicated fundraising. The budget includes dedicated line items for specific projects, such as a \$1,000 budget for pickleball items. The non-motorized project is under planning and not parks.

9. Citizen Comments None

10. Committee Comments-Chown was asked to float the idea of a park millage for 2028. This would require a detailed list of all capital projects, maintenance, and past documents to come up with a millage percentage number. D. Murphy noted the Grand Traverse Regional Land Conservancy uses a conservation officer in helping with their property issues such as camping, fires, and hunting. D. Murphy will investigate. April 14, 2026 is the town board meeting and Sanders would like a 2-minute report from parks that Murphy will give. Murphy requests any committee member contact him with information they would like to go into the report. April 28, 2026 in the non-motorized meeting at the old mission school and Murphy urged committee members to attend if possible.

11. Adjournment Murphy moved to adjourn the meeting with a second by Chown.
Adjourned at 9:22 p.m.

Proposal to Peninsula Township Parks Committee
March 25, 2026

The Old Mission Peninsula Historical Society has maintained a Memorial Tree program since the 1990's. This program began as an effort to recreate the storied canopy of maple trees that lined Center Road. Many of the large older trees had grown diseased and damaged by road salts, accidents and wildlife.

Later the program was extended to allow donors to purchase trees and honor loved ones with a plaque recognizing the recipient. In the ensuing 30 years nearly 750 trees have been planted along roads in Peninsula Township. Of those, around 250 are memorial trees which receive a small plaque at the base noting the recipient.

The success of the program - planting 10-15 new trees each year - has led to a "crowding out effect" where the combination of willing landowners and available locations has been reduced with time. We are running out of places where we can plant trees along scenic highways and roads.

Increases in peninsula road traffic have also made the placement of memorial trees a safety consideration for donors wishing to visit the trees they have paid for. Additionally, maintaining the memorial trees has become more volunteer intensive as these trees pepper the landscape and are not all centrally located. While the OMPHS maintains a budget for periodic maintenance, this allowance limits the scope of work that can be done. OMPHS also replaces any trees that do not survive transplant for the first year.

We have observed the challenges our Parks Committee and Township Board face with budget constraints. Depending on the plan for the individual park, funds are seldom available for putting new trees in the parks.

The Proposal

This proposed partnership between Peninsula Township and OMPHS seeks to produce a win-win remedy for both parties by planting future Memorial Trees on township park property.

The program would rely on the parks committee plans for each park and in parks where trees, shade, or landscape variation are desired attempt to assist with this.

How it works

Donors submit forms along with the required donation to OMPHS which works with the donor to meet any specific requests that we can (ie planting a tree for one family member near one purchased previously. With rare exceptions, trees in the program have been maples.

The trees are planted in early spring by a joint volunteer work group from OMPHS and members of Scout Troop 34. Juvenile trees in the first year after transplanting are either maintained by the private landowner or by members of OMPHS. The trees are then maintained periodically by OMPHS volunteers.

Within township parks, developing trees could be maintained by the same volunteer contingent or OMPHS could donate the funds required to have township contract employees complete this work or invest in equipment such as a high capacity water buffalo to facilitate the work.

Trees could be planted in isolation as a single tree in a park sector or in groves depending on the Parks Committee plan for each specific park.

Planting locations would be selected broadly by the Parks Committee with specific sites chosen for advantageous light, drainage and soil composition.

WIIFM's

For Peninsula Township it enables the planting of native trees that thrive in peninsula weather conditions. The cost for placing and planting the trees would be negligible. Parks visitors would have trees that will grow with time providing shade and scenic diversity.

For OMPHS, the proposal allows a highly successful program that is already making a positive impact on the peninsula capable of extension for an indeterminate time period.

Summary

This proposal is good government in action. It combines public need and intersects it with a prime strategic motivation of a long time Peninsula non-profit. It provides both parties with elements needed for continued development and planning. Peninsula Township gains a trusted, long term partner with a 30 year track record of success, not an individual or group that may not stand the test of time. OMPHS obtains its ability to link a preservation objective with better controls on maintenance and a less dangerous way for donors to view trees planted in remembrance of a person with deep ties to this peninsula.

WATERWAYS GRANT AGREEMENT

Boating Access Site Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of **November 21,** 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 TRESPASSING

Curt Wemple

Michelle Weber

PENINSULA TOWNSHIP:

By: [Signature]

Title: Peninsula Township Clerk

Clerk

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: [Signature]

Ronald A. Olson, Chief
Parks and Recreation Division