

CHARTER TOWNSHIP OF ELMWOOD
Park and Recreation Committee
Special Meeting

April 11, 2024 at 6:00 PM

Location: Elmwood Township Hall (10090 E. Lincoln Road, Traverse City, MI)

- a) Call to Order – 6:00PM
- b) Roll Call
- c) Public Comment
- d) Agenda Modifications/Approval
- e) Minutes
- f) New Business
 - 1. Welcome new members
 - 2. Staff update(s)
 - 3. Cherry Bend Community Park discussion
 - i. Pickleball
 - ii. Trail
 - iii. Playground
 - 4. Review baseball agreement
 - 5. Election of Chair, Vice-Chair, Clerk
 - 6. Meeting Schedule
- g) Old Business
- h) Comments from Committee Members and/or Staff
- i) Public Comment
- j) BREAK, with meeting reconvening for a walk from Township Hall to Cherry Bend Park Playground and then back to Township Hall**
- k) Adjourn

CHARTER TOWNSHIP OF ELMWOOD
10090 E LINCOLN ROAD
TRAVERSE CITY, MI 49684 231-946-0921

NOTICE OF SPECIAL PARKS AND RECREATION COMMITTEE MEETING

PLEASE TAKE NOTE that the Parks and Recreation Committee of the Charter Township of Elmwood will hold a special meeting on April 11, 2024 at 6:00pm at the Elmwood Township Hall, 10090 E Lincoln Road, Traverse City, MI 49684. The purpose of said meeting is to:

1. Welcome new members
2. Staff update(s)
3. Cherry Bend Community Park discussion
 - i. Pickleball
 - ii. Trail
 - iii. Playground
4. Review baseball agreement
5. Election of Chair, Vice-Chair, Clerk
6. Meeting Schedule
7. BREAK, with meeting reconvening for a walk from Township Hall to Cherry Bend Park Playground and then back to Township Hall

The public is invited to attend this Special meeting.

Individuals with disabilities who are planning to attend and require reasonable auxiliary aids should contact the Township Clerk by calling 231-946-0921

Posted: 4/5/2024 at 12:10 pm
Elmwood Township Hall
Connie Preston, Township Clerk

CHARTER TOWNSHIP OF ELMWOOD
Park and Recreation Committee Special Meeting
Elmwood Township Hall (10090 E. Lincoln Road, Traverse City, MI)
September 14, 2023 at 6:00 PM

a) Call to Order. Chair Kopriva called the meeting to order at 6:00 PM at Township Hall.

b) Roll Call: Committee members present were Sara Kopriva, Noel Flohe, & Hannah Preston
Not present was Ed Basile, (quorum Met). Also present was Sarah Clarren.

c) Public Comment. None.

d) Agenda Modifications/Approval. *Moved by Kopriva, second by Flohe to approve the agenda as presented-U.*

e) Minutes. *Moved by- Flohe, second by Kopriva to approve the minutes for the Special Meeting of October 25, 2022-u.*

f) New Business:

1. Staff update(s). Clarren to speak to Board about having a member appointed to the Committee.

2. Cherry Bend Park playground discussion: Clarren relayed that the Committee has begun looking at enhancements to Cherry Bend Park. She provided a Playground Planning Checklist. Suggested areas for committee review are Envision your Play Area, Analyze your Site, Design Your Playground Site, Install your Playground, Enjoy and Maintain Your Playground, and Playground Consultation. Clarren also presented a Cherry Bend Park Expenditure Report 2008-2023 (YTD Actual) and likewise for Grelickville Harbor Park.

Clarren has been in touch with Carl from penchura.com. His firm has done projects all over Michigan and Ohio. Structures are very attractive, some seem costly, but are designed for very cold and harsh environments including northern Canada; provided a list of parks throughout the US that have equipment from them.

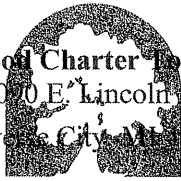
g) Old Business: The Committee sees a need to separate the tennis and pickle ball court uses. Committee had brief conversation on reuse of baseball fields as some aren't well utilized. Clarren noted that the license agreement has expired.

h) Comments from Committee Members and/or Staff: Preston said she is very impressed with the Glen Arbor playground layout. Clarren will seek more info from Penchura for the next meeting of October 12, 2023. The Committee discussed funding. Clarren relayed there may be some ARPA funds left that could be utilized for park equipment. Committee asked if the Township could look at setting aside a set balance each year earmarked for a parks capital improvement fund. Clarren will check with Clerk Preston.

i) Public Comment. None.

j) Adjourn. *Moved by Kopriva, second by Preston to adjourn at 6:22 PM-U.*

Submitted by Noel Flohe, Parks & Rec. Committee Secretary; revised by Sarah Clarren, Staff



To: Parks and Recreation Committee

From: Sarah Clarren, Planner/Zoning Administrator

Date: April 4, 2024

RE: Pickleball

Enclosed is a mock up of a potential location for pickle ball courts. Pursuant to “The USA Pickleball Rule Book states that “a total playing surface 30’X60’ is the minimum size that is recommended. A total size of 34’X64’ feet is preferred.” The actual playing lines measure 20’ x 44’.” The mock up follows these dimensions.

The Committee should discuss this option, as well as option(s) for additional parking and a trail.

Zoning Ordinance requirements for parking spaces go as follows:

Parking Pattern	Maneuvering Lane Width (ft.)		Parking Space (ft.)	
	One way	Two way	Width	Length
0 degrees (Parallel Parking)	12	18	8	23
30 to 53 degrees	14	18	9	19
54 to 74 degrees	18	20	9	18
75 to 90 degrees	20	24	9	18

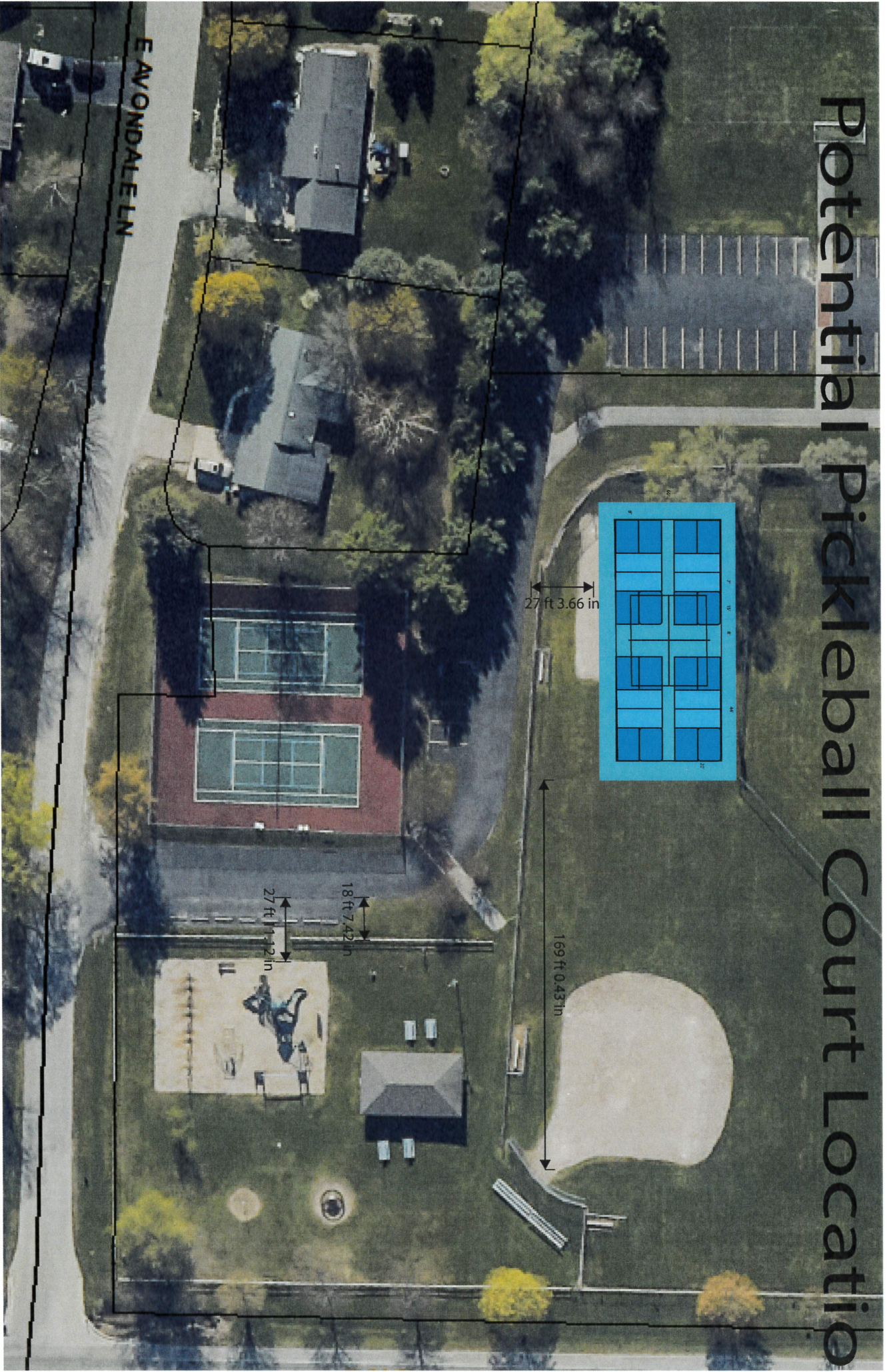
Enclosed you will also find the following:

- 1) Field specifications from littleleague.org.
- 2) Tax Parcel Viewer of Cherry Bend Park
- 3) 2018 Site Plan of Cherry Bend Community Park (in the 2018 and 2023 Parks Plan)

The Committee also may want to review the following Sections of our Parks and Recreation Plan (available online). If any Committee member would like a hard copy, please let staff know.

- 1) Section 4 (Description of the Public Input Process)
- 2) Section 5 (Goals and Objectives)

Potential Pickleball Court Location



E AVONDALE LN

27 ft 3.66 in

169 ft 0.43 in

18 ft 7.42 in

27 ft 11.12 in

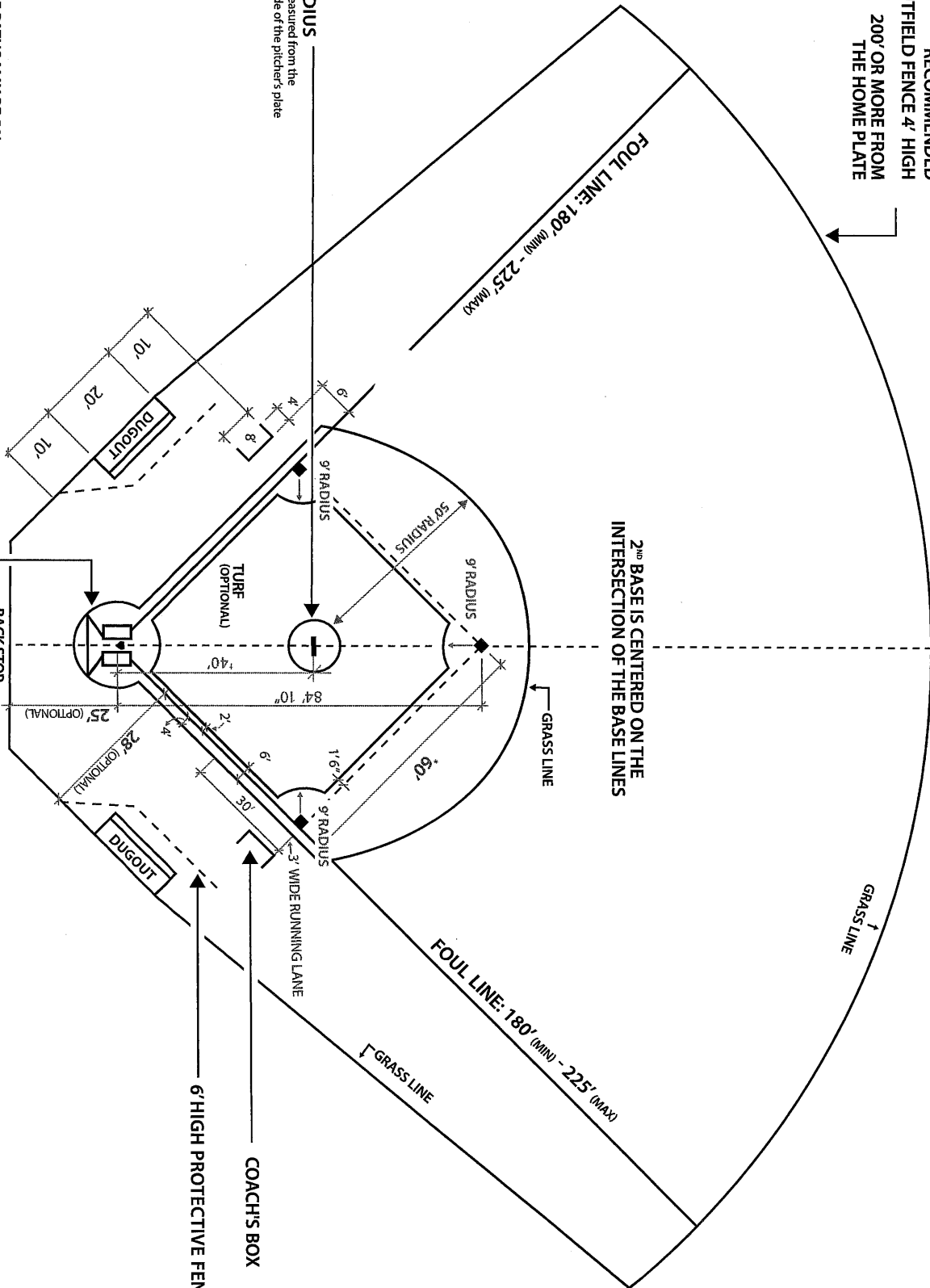
LITTLE LEAGUE SOFTBALL® (MAJOR/MINOR) DIVISIONS FIELD LAYOUT

TEE BALL, COACH, AND MACHINE PITCH

RECOMMENDED
OUTFIELD FENCE 4' HIGH
200' OR MORE FROM
THE HOME PLATE

SCOREBOARD
O ← FLAG POLE

2ND BASE IS CENTERED ON THE
INTERSECTION OF THE BASE LINES

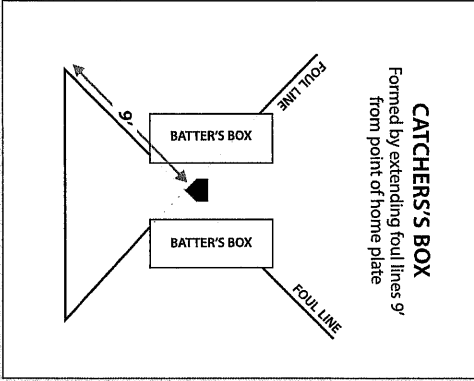
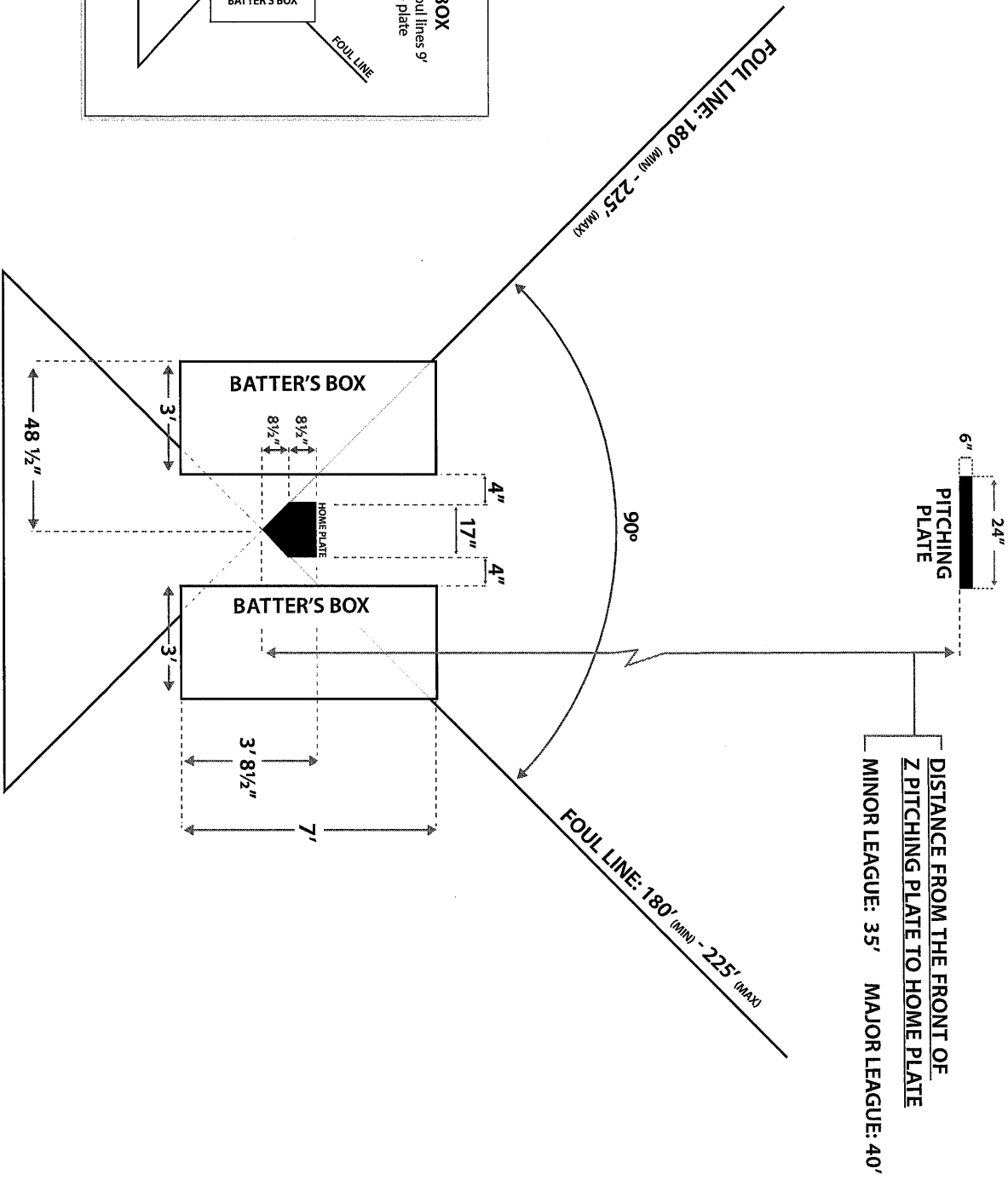


8' CIRCLE RADIUS
Properly marked - measured from the
center of the front side of the pitcher's plate

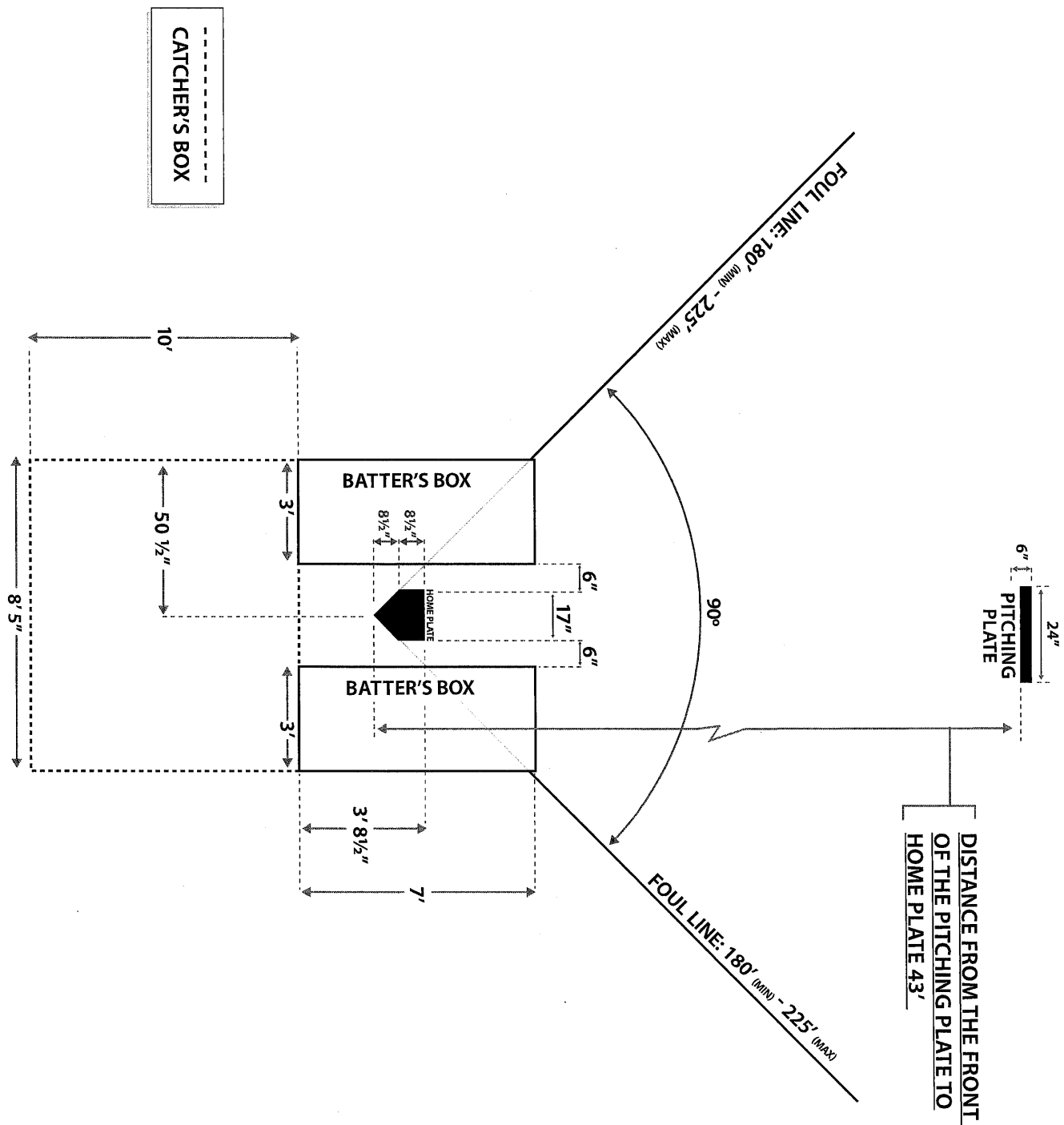
* TEE BALL BASE PATHS MAY BE 50';
+ MINOR LEAGUE PITCHING DISTANCE IS 35';
NOTE: A "SKINNED" INFIELD IS RECOMMENDED



LITTLE LEAGUE SOFTBALL® (MAJOR/MINOR) BATTER'S BOX DIMENSIONS



JUNIOR/SENIOR LEAGUE SOFTBALL BATTER'S BOX DIMENSIONS



DISTANCE FROM THE FRONT OF THE PITCHING PLATE TO HOME PLATE 43'

--- CATCHER'S BOX

SEDAR CREEK COMMONS



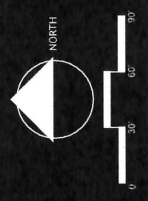
Graphic Scale: 1" = 200'



LEGEND

- 1. BASEBALL FIELD NO. 1
- 2. BASEBALL FIELD NO. 2
- 3. BASEBALL FIELD NO. 3
- 4. BASEBALL FIELD NO. 4
- 5. SOCCER FIELD
- 6. TENNIS COURTS
- 7. PLAYGROUND
- 8. PLAYGROUND PAVILION W/ RESTROOMS
- 9. BASKETBALL COURTS
- 10. VOLLEYBALL COURT
- 11. HORSESHOE PITS
- 12. LARGE PICNIC PAVILION W/ RESTROOMS
- 13. TOWNSHIP OFFICES
- 14. FIRE DEPARTMENT
- 15. PROPOSED OVERFLOW PARKING AREA
- 16. PROPOSED DOG EXERCISE AREA
- 17. PROPOSED ICE SKATING RINK
- 18. 1/2 MILE TRAIL LOOP
- 19. 1/4 MILE TRAIL LOOP

PROJECT: Parks, Recreation, Open Space and Greenways Plan Update
 CLIENT: Elmwood Township, MI
 DATE: 07/20/11
 JOB #: 201103.01
 SCALE: AS NOTED
 REVISIONS:

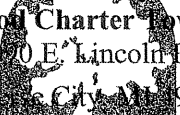


Cherry Bend Park
 Existing Facilities Inventory
 Elmwood Township, Michigan



Gosling & Associates
 ENGINEERS ARCHITECTS PLANNERS
 1000 Lakeside Ave. East
 Suite 200
 Ann Arbor, MI 48106-1511
 Tel: 734-961-1000
 Fax: 734-961-1001

Planning/ Zoning Department
planner@elmwoodmi.gov

**Elmwood Charter Township**
10070 E. Lincoln Rd.
Traverse City, MI 49684

Contact Information
Ph: (231) 946-0921
Fax: (231) 946-9320

To: Parks and Recreation Committee

From: Sarah Clarren, Planner/Zoning Administrator

Date: April 4, 2024

RE: License Agreement

Enclosed is a copy of a License Agreement between the Township and the Traverse City Michigan Little League. This license expired 10 years after it was executed. Recently, the League contacted the Township to discuss re-establishing a license. As the enclosed license grants use of a third of the park system, it may be beneficial to have the Parks and Recreation Committee to review it and provide any thoughts or considerations for the Board to consider.

LICENSE AGREEMENT

This License Agreement (Agreement) is entered into between Elmwood Township (Township or Elmwood Township), Leelanau County, Michigan and the Traverse City, Michigan Little League (League) under the following terms and conditions.

1. License.

The Township grants permission (also, called a License) for the League to make improvements to certain portions of Township recreational land (the Premises) and to use the Premises as provided in this Agreement.

The Premises are more fully described as follows:

Parcel Number 004-028-129-10 commencing at the West ¼ corner of Section 28, thence along the East-West ¼ line, South 89 degrees 34 minutes 30 seconds East, 618.88 feet; thence South 0 degrees 43 minutes 30 seconds West, 15.00 feet to the point of beginning; thence along a line 15 feet South of and parallel to the aforesaid East-West ¼ line, South 89 degrees 34 minutes and 30 seconds East, 451.34 feet to the center line of Cherry Bend Road; thence along said center line South 0 degrees 43 minutes 30 seconds West, 550.87 feet to the Northeast corner of the plat of Cherry Bend Heights; thence along the boundary line

of said plat as follows: North 89 degrees 34 minutes 30 seconds West, 305.95 feet, North 0 degrees 43 minutes 30 seconds East, 45.65 feet, North 89 degrees 16 minutes 30 seconds West, 66.00 feet, North 0 degrees 43 minutes 30 seconds East, 120.00 feet, and North 82 degrees 10 minutes 00 seconds West, 80 feet; thence North 0 degrees 43 minutes 30 seconds East, 374.80 feet to the point of beginning, subject to the right of way of Cherry Bend Road. Said parcel containing 5 acres more or less in Township 28 North, Range 11 West.

2. Term of Agreement.

A. The term of this Agreement and the License granted by this Agreement shall be ten (10) years and may be renewed in the discretion of the Township. The License begins on the effective date of this Agreement. However, this Agreement and the License may be terminated during the term of this Agreement or during the term of any renewal of this Agreement.

3. Use of Premises.

The League shall improve and use the Premises solely for the purpose of recreational baseball and softball pursuant to the official rules and specifications of Little League International, Incorporated (Little League).

4. Improvement of Premises.

A. The League may make such capital additions and improvements, and expend funds for maintenance and operational expenses to the Premises, as it deems necessary and in its discretion to make the site suitable, safe, and acceptable in conformity with design standards for a Little League baseball facility and in compliance with any applicable land use regulations and building and fire codes. However, any such additions and improvements shall be subject to the prior approval of the Elmwood Township Board.

B. Improvements to the Premises by the League must be approved in advance by the Elmwood Township Board as follows:

1. The League shall submit a site development plan for the Premises with a budget for all improvements to the Elmwood Township Board. The criteria for an acceptable site development plan shall be established by the Elmwood Township Board.
2. Upon approval of the site development plan by the Elmwood Township Board, the League may commence construction and installation of the capital improvements.
3. It shall be the responsibility of the League to secure all required permits for the use, development, and improvement of the baseball facilities on the Premises. This Agreement does not exempt the League from complying with zoning or other requirements, if applicable.
4. The League may request that the Elmwood Township Board amend any existing site development plan by following the same procedures used in approving the initial site development plan.

- C. The League shall develop and submit to the Elmwood Township Board a regularly-scheduled maintenance and operation plan for review and approval by the Elmwood Township Board.

- D. The League shall submit an annual budget report regarding use, maintenance, repair, and improvements to the Premises to the Elmwood Township Board for review and approval. The League shall make any and all records, books, instruments, contracts, and documents of any kind available for inspection by the Elmwood Township Board within 5 days of any written request for such records.

- E. The League agrees to comply with any and all restrictive covenants applicable to the Premises, if any.

- F. The Elmwood Township Board shall have the right to inspect the Premises at all reasonable times to ensure that use and development are being undertaken consistent with the approved site development plan and to ensure all other terms and conditions of this Agreement are being met.

- G. Nothing in this Agreement shall prevent the Elmwood Township Board from referring any initial site development plan or subsequent site

development plan to the Elmwood Township Planning Commission for its review and recommendation to the Township Board for approval.

5. Cost of improvements.

A. The League shall be solely responsible for all site development, capital, repair, and maintenance and operational costs (including utilities). No costs shall be chargeable to Elmwood Township, except by approval of the Township Board.

B. Any contracts offered and executed by the League for capital, maintenance, repair, or operation shall conform and comply in substance and form with the standard applicable form for such contracts then in use by Elmwood Township, and the procedures for obtaining or granting such contracts shall conform to Elmwood Township's contract and procurement policies and procedures then in use. The Township Board may waive this requirement.

6. **Additional site development.**

After approval of the initial or subsequent site development plan by the Elmwood Township Board, the Elmwood Township Board may develop recreation and site plans for the remainder of the Premises, if any. Any such recreation and site plans shall be compatible and not interfere with the use and enjoyment of the Premises by the League.

7. License Fee.

The League shall pay to Elmwood Township an annual license fee on or before May 1 of each year. The fee shall be in the following amounts: \$1.00 for 2009, \$2,333.33 for 2010; \$2,333.33 for 2011; \$2,333.33 for 2012; \$1.00 for 2013 until the expiration of this Agreement

8. Signs.

A. All signs, posters, bulletin boards or any other device or contrivance intended to advertise, direct, or inform the public, visitors, and/or attendees of events shall comply with the Elmwood Township Zoning Ordinance, and the League shall obtain any permits that may be required by the Zoning Ordinance. In addition to compliance with Zoning requirements and since the League is using Township-owned land, the League shall also obtain prior approval of the Elmwood Township Board for any signs allowed by the Zoning Ordinance. Any such signs, posters, bulletin boards, or other devices shall include reference to Elmwood Township in recognition of Elmwood Township being a project partner.

B. Commercial advertising shall not be permitted on the Premises, and no concession stands shall be allowed on the Premises, unless otherwise authorized under the existing Elmwood Township Zoning Ordinance.

9. Site ingress and egress and Parking Requirements.

A. Access to the Premises will be from Lincoln Road or Avondale Lane. No access to the Premises is authorized off Cherry Bend Road, including, but not limited to the northern baseball facilities.

B. Elmwood Township has an established parking lot designed for the protection and convenience of its residents, visitors, and guests using the Township Hall, the Township Fire Hall, and Elmwood Township's Cherry Bend Park recreational facilities. The Cherry Bend Park recreational facilities include the Premises. The League shall require that anyone using or coming to the Premises as a result of a League activity shall use the established parking lot at all times. Parking along Cherry Bend Road is not authorized. Violations shall be reported by the League to the Leelanau County Sheriff's Department or the Traverse City post of the Michigan State Police. A violation of the requirements of this Agreement by a representative of the League, or by third parties who are using, visiting or are on the Premises as a result of a League activity, shall be a violation of this Agreement.

10. Ownership of Improvements.

All capital construction, and any other improvements to the Premises shall become part of the Premises and ownership of same shall vest in Elmwood Township upon installation. Sports equipment that is not affixed to the ground or installed in the ground shall remain the property of the League and may be removed by the League upon the termination of this License. Any sports equipment left on the premises after the termination of the License shall be deemed abandoned by the League and shall become the property of Elmwood Township.

11. Environmental activity.

The League is prohibited from acquiring for use or application any materials or engaging in any activity that would cause the Premises not to be in conformity with any law, regulation, or ordinance that has as its objective the maintenance, improvement, elimination, or deterioration of the air, water, or earth.

12. Scheduling of Use of Premises.

A. The League shall have the right to use the Premises or that portion of the Premises dedicated to baseball or any other facility (such as the picnic pavilion adjacent to Field #3) used in conjunction with baseball activities, which use shall include formal game schedules and practices for teams. The pavilion may be used as long as it has not been previously reserved either by

a member of the general public on a first-come, first-serve basis or otherwise reserved by means of a use agreement. No picnic tables shall be removed from the picnic pavilion at any time for any reason whatsoever. The League shall provide Elmwood Township with a proposed schedule for the regular season, post-season tournaments, and League practice times prior to the start of each season of use. To the extent that one or more of the baseball fields, or any other facility used in conjunction with baseball activity, is not being used by the League on a particular day and time, use of the Premises shall be open to the public or any other amateur baseball associations or organizations. However, the Premises may only be used by other amateur baseball associations or organizations with the prior written permission of the League and Elmwood Township.

B. In the event that there are times and dates which are not scheduled for League play or practice, or other associations' or organizations' play or practice, individual members of the general public, including non-organized groups of the general public, may use the Premises in accordance with its intended use and design.

C. An amateur baseball association does not include a "pick up" type game of baseball, even if those pick-up games occur on regular dates and times.

Use of the Premises by individual members of the general public; by

non-organized groups of the general public; or by any association or organization, general public or not, for any activity other than baseball or not in accordance with the primary use and design of the Premises shall be first approved by the League and Elmwood Township. Elmwood Township reserves the right, in consultation with The League, to prohibit activities that would adversely affect or interfere with the use and enjoyment of the Premises due to the nature or time of the activity proposed by said organized group or association.

D. If there is a dispute between the League and any other user of the Premises, the Elmwood Township Board or its designated representative shall have the right to determine which person or entity has the right to use the Premises. In addition, the Township has the right to set fees for third parties for use of the Premises. The League may also charge a fee to non-League associations or organizations for use of the facilities; however, such fees must be no more than those fees charged to League teams and players. The League shall not charge a fee to any individual member of the

general public or any non-organized groups of the general public. Any fees collected by Elmwood Township for use of the Premises shall be paid over to the League for maintenance, repair and operation of the Premises.

13. Rules and regulations.

During League activities, the League shall be responsible for its compliance or third party compliance with any rules or regulations of Elmwood Township that apply to the Premises. The League may establish its own rules for League-authorized activities. However, any such League rules must also be approved by the Elmwood Township Board. Elmwood Township shall also retain authority to enforce any local rules regulations regarding the Premises.

14. Insurance.

The League shall be responsible for maintaining insurance on the Premises and for any League activity on the Premises in the amounts specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Commercial General Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Any insurance policy purchased by the League shall provide that Elmwood Township is an added named insured to any such insurance policy. The League shall notify Elmwood Township within 10 days of any changes in the terms of its insurance policies. Elmwood Township agrees to add the Premises to its insurance coverage and the League shall be named as an additional insured on Elmwood Township's insurance if so required by Elmwood Township's insurance carrier or administrator.

15. Indemnification by the League.

The League shall indemnify and hold Elmwood Township harmless from all money damages, costs and/or attorney fees incurred by Elmwood Township which is proximately caused by any act or omission of the League and includes, but is not limited to, a violation of any provision of this Agreement such as the parking requirements contained in this Agreement.

16. Laws and regulations.

A. The League shall comply with the requirements of all local, state, and federal laws and regulations now in force and which may hereafter be enforced pertaining to the use of the Premises.

B. At the inception of this Agreement, the League is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 and under Michigan state law. The League warrants to Elmwood Township

that it shall make every effort to maintain this status, and failure to do so will be deemed a breach of this Agreement. If for any reason the tax status of the League changes, and such change causes the imposition of any tax liability upon the League or Elmwood Township, then the League shall be solely responsible for the tax liability to any lawful authority asserting or claiming the tax liability, and the League shall hold Elmwood Township harmless and defend Elmwood Township against any such claim.

17. Assignment.

The League shall not assign this License or any provision of this Agreement without the prior written consent of Elmwood Township.

18. Termination.

A. Either party may terminate this Agreement and the License granted by the Agreement at any time with or without cause, provided however that all indemnification provisions of this Agreement shall continue to be effective. Furthermore, any Elmwood Township decision to consider whether or not to terminate this Agreement must be made at a Township Board meeting only after written notice is provided to the League, at least 30 days in advance, specifying the reasons why termination of this Agreement is under consideration. Service shall be deemed "mailed" on the date of the postmark of the envelope containing the notice. Upon execution of this Agreement and as needed thereafter, the League shall provide to the Township Clerk the

name and mailing address of its designee in writing. If the League fails to provide this information, then the Township shall not be required to comply with this notice requirement. The Township is not obligated to determine whether the information regarding the League's designee is current or accurate since this shall be the responsibility of the League. This notice provision shall not be construed to limit Elmwood Township's discretion in the use of its property, but is intended to provide the League with an opportunity to be heard regarding the issue of termination.

19. Rights of Township as Owner.

Nothing in this Agreement shall limit the Township's exercise of its rights as owner of the Premises or to enforce any of its rights or powers as a governmental entity.

20. No waiver.

The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof, or in any way impair the right of either party to enforce each and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is placed in writing and signed by both parties.

21. Notices.

All notices, bills, or statements required shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified mail to the parties at the addresses listed below. Either party may subsequently change the address for notice, bills, or statements by giving written notice of such changes to the other party.

If to Elmwood Township:

Supervisor
Charter Township of Elmwood
10090 E. Lincoln Road
Traverse City, Michigan 49684

If to League:

President
Traverse City Little League
9560 E. Harbor Hills Drive
Traverse City, Michigan 49684

22. No Assignment.

This agreement is not assignable by either party except with the prior written consent of the other party.

23. Title to property to be preserved.

The League and Elmwood Township agree, and notice is hereby given, that no mechanic's liens or any other type of lien shall in any manner or degree affect title of Elmwood Township to the Premises, nor shall the League have the right to encumber or impair in any manner the title of Elmwood Township and its land, buildings, fixtures, and personal property.

24. Attorney fees.

In the event either party incurs attorney fees in connection with any action taken against the other party while seeking enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to the damages sustained by virtue of breach of this Agreement by the other party.

25. Dispute resolution.

If there is any question or dispute between the parties regarding the terms and conditions of this Agreement, or the operational effects of such terms or conditions, the League shall be represented by not less than three members of its Executive Board or designee at any meeting called for the purpose of resolving any questions or disputes between the parties regarding this Agreement when the presence of the League is required or requested. In such instance, Elmwood Township shall be represented by the Elmwood Township Supervisor, the Elmwood Township Attorney, and one member of the Elmwood Township Board. If the parties are unable to resolve the question or dispute, either party may pursue whatever legal remedies may be available in a court of law.

26. Entire agreement.

This Agreement is the entire agreement between the parties and shall not be modified in any manner, except by an instrument in writing executed by both

parties. If any term or provision of this Agreement, or its application to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall remain valid.

27. Nondiscrimination.

The League agrees to comply with all pertinent state and federal regulations, and legislation involving civil rights, disabilities, equal opportunity, and affirmative action including but not limited to Title VII of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

28. Federal, State and Local Regulations.

The provisions of this Agreement shall be construed in accordance with the provisions of state and federal laws and local ordinances. The League assumes sole liability for any non-compliance with these regulations.

29. Choice of Law and Venue.

This agreement shall be governed by the laws of the State of Michigan, and the venue shall be Leelanau County exclusively.

30. **Signatories.**

The signatories warrant that all statements contained in this Agreement are complete and accurate and that they are empowered to enter into this Agreement.

31. **Effective date.**

This Agreement is effective upon the date of execution by all parties.

Agreed and executed:

On behalf of Traverse City Little League:

By: Don Beem
Don Beem
President
Traverse City Little League

Date: April 29, 2009

State of Michigan
County of Leelanau §

The foregoing instrument was acknowledged before me on April 29, 2009 by Don Beem, President of the Traverse City Little League, a Michigan, non-profit corporation, on behalf of the corporation.

Christoph J. Krellwitz April 29, 2009

Acting in Leelanau County
My Commission Expires 12-25-2011
Acting in the County of Leelanau
My Commission Expires 12-25-2011
County of Leelanau
Notary Public, State of Michigan
CHRISTOPHER J. KRELLWITZ

On behalf of the Charter Township of Elmwood:

By: Jack Kelly
Jack Kelly
Supervisor
Charter Township of Elmwood

Date: April 29, 2009

State of Michigan
Leelanau County

The foregoing instrument was acknowledged before me on April 29, 2009 by Jack Kelly, the Supervisor of the Charter Township of Elmwood, a Michigan municipal corporation, on behalf of the corporation.

C. J. Kelly April 29th, 2009
Acting in Leelanau County
My Commission Expires 12-25-2011

CHRISTOPHER J. KRELLWITZ
Notary Public, State of Michigan
County of Leelanau
My Commission Expires 12-25-2011
Acting in the County of Leelanau

Elmwood Charter Township Marina Committee

NOTICE TO THE PUBLIC YEAR OF 2024 Regular Meeting Schedule

Regular meetings of the Elmwood Charter Township Parks and Recreation Committee are typically held on the fourth Thursday of each month at the Elmwood Township Hall located at 10090 E. Lincoln Rd., Traverse City, MI quarterly unless noted below. Meetings begin at 6PM unless otherwise posted.

May 23, 2024

June 27, 2024

June 25, 2024

August 22, 2024

September 26, 2024

October 24, 2024

November 21, 2024 (Third Thursday)

December 19, 2024 (Third Thursday)

The public is advised that any one of these meetings is subject to cancellation or postponement due to the lack of agenda items or business. The Committee also may hold special meetings; in such an event, an 18-hour notice will be posted at the Township Hall. Individuals who are planning to attend and require reasonable auxiliary aids should contact Connie Preston, Elmwood Charter Township Clerk at 231-946-0921.

Date adopted: _____

Elmwood Charter Township
Parks and Recreation Committee Chair

