

Treasurer's Report reflects bank account balances

Treasurer's Report

AUGUST 2021

#101 General Fund	General Fund Huntington	\$ 724,250.91			
#203 Metro Authority	Huntington Bank	\$ 51,739.12			
#206 Fire Fund	Huntington Bank	\$ 839,360.70			
#207 Police	Huntington Bank	\$ 624.67			
#212 Liquor Control Fund	Huntington Bank	***			
#590 Sewer CD Mat May 2018	Sewer Huntington	\$ 523,583.63			\$ -3,434.20
#591 Timberlee H20	Huntington Bank	\$ 393,166.95			
#592 Greilickville H20	Huntington Bank	\$ 134,240.49			
#594 Marina	Marina Huntington	\$ 550,799.79			
#701 Trust & Agency	Huntington Bank	\$ 660.49			
#703 Current Tax	Huntington Bank	\$ 1,082,645.04			
#815 E. Timberwoods	Huntington Bank	\$ 30,934.13			
#816 GSAD Receivable	Savings Huntington	\$ 61,329.37			\$ -33,000.19
#817 SBlue & Old Orch	Huntington Bank	\$ 3,206.34			\$ -4,858.13
#818 Old Orchard	Huntington Bank	\$ 5,095.81			\$ -13,142.16
#820 Maintenance E.R. Rds	Huntington Bank	\$ 16,325.53			\$ -3,291.06
#821 Maintenance S.B. Rds	Huntington Bank	\$ 8,289.42			
#861 Bayview Estates Lights	Huntington Bank	\$ 2,022.96			

TOTAL \$ 4,428,275.35

INVESTMENT ACCOUNTS/CD'S	PURCHASED AMOUNT	PRIOR MONTH VALUE	CURRENT VALUE	EST MONTHLY INT	PAID INTEREST
#101 Goldman Sachs	\$200,000.00		\$ 200,814.00	\$ 814.00	
#101 FIDELITY GOV MMKT DAILY		\$ 202,612.90	\$ 202,618.06	\$ 5.16	\$ 5.16
#206					
#206 MMKT		\$ 240,624.02	\$ 240,630.15	\$ 6.13	\$ 6.13
#590 Ally Bank	\$250,000.00		\$ 254,592.50	\$ 4,592.50	
#590 Morgan Stanley	\$150,000.00		\$ 152,995.50	\$ 2,995.50	
#590 Flagstar Bank	\$250,000.00		\$ 249,645.00		
#590 DREYFUS GOVT	\$121,355.93				
BOND INTEREST		\$ 131,952.79	\$ 131,956.15	\$ 3.36	\$ 3.36
#594 Dreyfus MMKT	\$ 150,000.00				
#594 UBS Bank	\$ 250,000.00				
BOND INTEREST		\$ 157,212.41	\$ 157,269.50	\$ 57.09	\$ 57.09

\$1,371,355.93

TOTAL \$ 1,840,155.86

\$ 8,473.74

GRAND TOTAL \$ 6,268,431.21

\$ 71.74

Connie M. Preston, Clerk

*Chris Mikowski*  
Chris Mikowski, Treasurer

To: Elmwood Township Board

From: Sarah Clarren, Planner/Zoning Administrator

RE: August 2021 Planning and Zoning Report

**Land Use Permits:**

	August 2021	August 2020	Year to Date 2021	Year to Date 2020
Single Family Dwelling	0	1	15	8
Attached SFD	0	0	0	0
Accessory Building	1	1	6	10
AG Building	0	0	0	0
Residential Addition	0	2	6	5
Deck	2	1	8	3
Sign	0	3	0	5
Commercial	0	0	0	1
Misc.	1	1	4	3
<b>Total Permit</b>	<b>4</b>	<b>9</b>	<b>45</b>	<b>35</b>
Fees Collected	\$120	\$760.48	\$3,099.44	\$2,144.10

**Zoning Board of Appeals:**

**Past Meeting**

- No meeting in July, August, or September

**Future Meeting**

- October 6<sup>th</sup> – 2 new applications.

**Planning Commission:**

**Past Meeting**

- August 24<sup>th</sup> – Discussion on MSU Extension School Cultivating Local Farm Economies Webinars; Discussion on Zoning Amendments

**Future Meeting**

- Next meeting scheduled for September 21<sup>st</sup>

**Connie**

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**From:** Elmwood Marina <elmwoodmarina@gmail.com>  
**Sent:** Tuesday, September 07, 2021 3:49 PM  
**To:** clerkpreston@elmwoodtownship.net  
**Subject:** September Harbormaster Report

Here it is.

Sent from Mail for Windows

## **Elmwood Township Marina**

**Peter J Moon Harbormaster**

10090 E. Lincoln Road Traverse City MI 49684 [elmwoodmarina@gmail.com](mailto:elmwoodmarina@gmail.com)

### **Harbormaster Report**

**September 7, 2021**

**Board Members  
Elmwood Township**

#### **Marina in Review-**

*“Easy to get in and out (even) though very busy. The restrooms were clean and the staff was organized and kept the flow of boats in and out of the marina going. Thanks!!!” M Dean*

**Unofficial end of summer-** The summer ran hot and sunny this year and the marina usage reflected it. I am glad to report that the staff and facilities handled all that this summer threw at us. Season passes sold out for the first time ever! The pump-out at the city was down for over a month and our traffic increased.

As mentioned in previous report the boat sales of the year continue to reflect on our traffic and the invaluable help we offer in launching boats is greatly welcomed.

**Rescue in-harbor ends well** - In mid-August I received a phone call on a Saturday from a boater who witnessed a woman in what appeared to be medical distress in the harbor. I jumped into our marina skiff and motored to her and discovered she was having some form of event. I called Leelanau County dispatch and asked for rescue assistance from Elmwood fire department. I was able to tow her in (she was in a 9' dinghy and it was not possible to move her into my boat) and retrieve her granddaughter from her moored boat and meet the ambulance at the dock. Thanks to Erin Goodrich and Landon VanderRoest of Elmwood Fire and rescue for their professional and fast response it all ended ok.

**Marina boat replacement-** I will be replacing the outboard motor on the skiff and looking for a center council boat to use for our maintenance, buoy inspections, swim area safety float service and response to issues related to our harbor, mooring fields and bottom land patrolling.

**Eyes on the Fall and docks-** We have reserved the compressor and are preparing for the upcoming season end. The docks are aging and plumbing and electrical are showing wear especially on A-dock. We have been able to

keep up on maintenance and repairs but some ominous warnings are surfacing including the plating of the dock bottom and Styrofoam balls appearing around the docks which is a sign of structural integrity failure. I will keep you abreast of any changes as they occur.

Peter J Moon  
Harbormaster ETM

**CHARTER TOWNSHIP OF ELMWOOD  
SPECIAL BOARD MEETING  
AUGUST 2, 2021  
IN THE TOWNSHIP HALL**

**Call to Order:**

Supervisor Shaw called the meeting to order at 6:00 p.m.

**Pledge of Allegiance:**

Supervisor Shaw led the Pledge of Allegiance.

**Roll Call:**

**Present:** Jeff Shaw, Connie Preston, Terry Lautner, Jim O'Rourke, Dave Darga, and Chris Mikowski, and Deb Allen

**Excused:** None

**Declaration of Conflict of Interest:**

Supervisor Shaw read the definition of conflict of interest that was published in the Leelanau Enterprise.

MOTION BY TRUSTEE DARGA TO RECUSE SUPERVISOR SHAW FROM THE SHORT-TERM RENTAL WORK SESSION. The motion died for lack of support.

**Public Comment**

Aaron Cliff, David Colby, Todd Space, Chris Creamer, Bethany Cliff, Kelly Ignace, Rod Jones, Jack Kelly, Sue Jones, Karyl Moore, Tammy Space, Beth Walters, Fred Kilbourne, Peter Gropp, Megan Luce, and Del Moore

**Agenda Approval**

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE LAUTNER TO APPROVE THE AGENDA AS PRESENTED. The motion passed unanimously by a voice vote.

**NEW BUSINESS**

**Discussion/Consideration of Proposed Zoning Ordinance Amendment 2021-2 Short Term Rentals and Proposed Ordinance 2021-3, Short Term Rental Licensing**

Township Attorney Peter Wendling answered questions posed by Board members at the previous meeting. He confirmed that the Township can have a limited number of licenses. He recommended using a percentage of the housing stock to decide on the number allowed. He stated that the Township could not have a declining number of licenses allowed by the licensing ordinance because it would become a zoning ordinance and not a police power ordinance. The license would have to go back to the Township and back into the queue upon a transfer of the property. Mr. Wendling found other ordinances that clearly state that this is not a property right and does not transfer with the property. He recommended that the definition of a transfer be the one used in assessing. Two items that need to be looked at tonight are if we want STRs in all districts or just some and what percent do you want to use for the licensing ordinance. Using a percent recognizes it as a use but also acts to be sure that residential stock remains the same. The police power ordinance is to make sure the behavior matches the use in the zoning district.

Planner Sara Kopriva stated that the percent could be put into the intent of the licensing ordinance. We could state that the number allowed is based on the percent. We could review every five years. The Board further discussed the percent allowed and the effects of leaving it

out of some districts causing others to have more. When licensing is opened up, there could be more applicants than licenses. Ultimately, some may not get a license. Applicants would have to prove ownership and provide a floor plan and have a proof of occupancy when submitting an application. There was consensus of the Board to not limit licenses to one per person. If there is still interest in an overlay district, an ordinance still needs to be adopted now and then have the PC work on an amendment for the overlay. There will be some nonconforming properties if the use is later removed from some districts. There was a majority of the Board in favor of allowing the short-term rentals in all districts. There was also a majority of the Board in favor of using 4% as the figure for setting the number of rentals allowed. It could be backed down if not all licenses are issued. We would want to set a narrow time frame for submitting applications. The fees would be based on the cost of the Host Compliance contract and enforcement. There was a request to add language that requires compliance with the Leelanau County Animal Control Ordinance.

Planner Kopriva will work on language and have our Attorney do a final review and will bring back to the Board for introduction and possibly schedule public hearings.

**Discussion/Consideration of Withdrawing the Request to the Planning Commission to Develop an Ordinance to Remove Short-Term Rentals from Certain Zoning Districts**

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO WITHDRAW THE REQUEST TO THE PLANNING COMMISSION TO AMEND ORDINANCE 2017-04-13. The motion passed 6-1 by a voice vote with Trustee Darga voting no.

**PUBLIC COMMENT**

Rod Jones, Kelly Ignace, Karyl Moore, Jack Kelly, and Del Moore

**Adjournment**

Supervisor Shaw adjourned the meeting at 7:58 p.m.

**CHARTER TOWNSHIP OF ELMWOOD  
REGULAR BOARD MEETING  
AUGUST 9, 2021**

**Call to Order:**

Supervisor Shaw called the meeting to order at 6:00 p.m.

**Pledge of Allegiance:**

Supervisor Shaw led the Pledge of Allegiance.

**Roll Call:**

**Present:** Jeff Shaw, Connie Preston, Terry Lautner, Jim O'Rourke, Dave Darga, Chris Mikowski, and Deborah Allen

**Excused:** None

**Declaration of Conflict of Interest:**

None

**Public Comment**

None

**Consent Calendar:**

**Department Reports:**

Treasurer

Planning/Zoning

Fire

Harbormaster

**Committee Reports:**

**Minutes:**

7-8-2021

7-12-2021

**Post Audit Invoices 7-15-21 through 8-3-21**

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE ALLEN TO APPROVE THE CONSENT CALENDAR AS PRESENTED. The motion passed unanimously by a voice vote.

**Agenda Approval**

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE LAUTNER TO APPROVE THE AGENDA AS AMENDED BY REPLACING THE DISCOVERY PIER PROJECT AGREEMENT WITH A DISCUSSION OF A NEW TRACTOR. The motion passed unanimously by a voice vote

**Supervisor Remarks**

Supervisor Shaw submitted a written report.

**Trustee Remarks**

None

**Engineer's Report**

None

**Other Officer Remarks**

None

## **Communications from the Clerk**

None

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### **TCL&P Franchise Ordinance Introduction**

TCL&P agreed to pay a franchise fee of \$100.00 per year up front.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE LAUTNER TO INTRODUCE THE ORDINANCE AND PUBLISH IT FOR CONSIDERATION AT THE SEPTEMBER MEETING. The motion passed unanimously by a voice vote.

### **New Tractor Purchase**

Supervisor Shaw stated that the Kubota tractor was once again in the shop. He met with Trustee O'Rourke and Chuck Raney to review the bids for a new tractor that were previously given to the Board. They recommended the purchase of the Mahindra to replace the Kubota. MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE LAUTNER TO GO WITH THE MAHINDRA IN THE AMOUNT OF \$51,250.00 AND SELL THE KUBOTA ON MUNICIBID. Motion passed unanimously by a roll call vote.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO PAY FOR THE TRACTOR FROM THE GENERAL FUND AND AMEND THE BUDGET BY INCREASING THE PARKS AND RECREATION EQUIPMENT BUDGET BY \$52,000.00. Motion passed unanimously by a roll call vote.

### **Consideration of Rural Resort Zoning Amendment**

The Zoning Amendment was introduced at last month's meeting and published for consideration at tonight's meeting. There were no changes since the introduction

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO ADOPT ZONING ORDINANCE AMENDMENT 2021-4. The motion passed unanimously by a voice vote.

### **Introduction of Setback and Special Use Standards Zoning Ordinance Amendment**

Planner/Zoning Administrator Sarah Clarren presented the ordinance amendment. Board members questioned the effect of the amendment on the Brewery Creek Property. There were also questions on retention ponds and if they are considered wetlands. MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE O'ROURKE TO POSTPONE THE INTRODUCTION OF THE ORDINANCE FOR 30 DAYS FOR FURTHER REVIEW. The motion passed unanimously by a voice vote.

### **Fire Station Roof Replacement**

There was one bid received for the replacement of the roof. Invitations to bid were given to three contractors and it was also advertised on the Builder's Exchange. Story Roofing was the bidder and bid \$53,348.00 for asphalt shingles and \$130,460.00 for standing-seam steel. Supervisor Shaw recommended asphalt shingles and the Board agreed. MOTION BY TRUSTEE ALLEN, SECONDED BY TRUSTEE LAUTNER TO APPROVE UP TO \$53,348.00 TO REPLACE THE ROOF AND TO INCLUDE CLARIFICATION ON THE WARRANTY WITH AN EXPECTATION OF 20 YEARS. The motion passed unanimously by a roll call vote.

## **PAYMENT OF INVOICES**

MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON TO PAY THE INVOICES IN THE AMOUNT OF \$111,116.02. The motion passed unanimously by a voice vote.



**PUBLIC COMMENT**

None

**Adjournment**

Supervisor Shaw adjourned the meeting at 6:53 p.m.

DRAFT

Check Register Report

Date: 09/07/2021  
 Time: 11:51 am  
 Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
35761	08/16/2021	Printed			1562	NATASHA ANDERSON	PAVILION REFUND	100.00
35762	08/16/2021	Printed			P008	PARSHALL TREE CARE EXPERTS	PAVILION REFUND	150.00
35763	08/16/2021	Printed			P054	PIONEER DIESEL SERVICE INC	2020 MAHINDRA	51,250.00
35764	08/16/2021	Printed			1561	GINNY SMITH	PAVILION REFUND	150.00
35766	08/19/2021	Printed			1565	ROBIN BARRINGER	PAVILION DEPOSIT REFUND	50.00
35767	08/19/2021	Printed			1564	MARY BOROVIK	PAVILION DEPOSIT REFUND	50.00
35768	08/19/2021	Printed			368	CEDAR LAKE ASSOCIATION	PAVILION DEPOSIT REFUND	50.00
35769	08/19/2021	Printed			1563	ROBERT GOFF	PAVILION DEPOSIT REFUND	50.00
35770	08/19/2021	Printed			1571	NORMAN HOAG	PAVILION DEPOSIT REFUND	50.00
35771	08/19/2021	Printed			1569	JAIMIE KERN	PAVILION DEPOSIT REFUND	50.00
35772	08/19/2021	Printed			836	JENNIFER KHARIN	PAVILION DEPOSIT REFUND	50.00
35773	08/19/2021	Printed			814	VERONICA LAMMERS	PAVILION DEPOSIT REFUND	50.00
35774	08/19/2021	Printed			1570	OPTIMIST CLUB	PAVILION DEPOSIT REFUND	50.00
35775	08/19/2021	Printed			1568	CAROL PECK	PAVILION DEPOSIT REFUND	50.00
35776	08/19/2021	Printed			1567	MYA SAGAN	PAVILION DEPOSIT REFUND	50.00
35788	08/25/2021	Printed			B111	BLUECROSS BLUESHIELD OF MI	GROUP 007015150710	572.25
35789	08/25/2021	Printed			1572	ANGIE BUTZ	PAVILION DEPOSIT REFUND	50.00
35790	08/25/2021	Printed			C029	CHARTER COMMUNICATIONS	ACCT#8245 12 895 0008281	519.26
35791	08/25/2021	Printed			C010	CHERRYLAND ELECTRIC COOP	ACCT#9823910	111.27
35792	08/25/2021	Printed			C040	CONSUMERS ENERGY	ACCT#1000 2914 1304	4,009.30
35793	08/25/2021	Printed			M020	DTE ENERGY	ACCT#9100 215 3113 2	185.62
35794	08/25/2021	Printed			E013	ELEVATE NET	MARINA PHONE	949.97
35795	08/25/2021	Printed			M008	GFL ENVIRONMENTAL	ACCT#002119662	466.51
35796	08/25/2021	Printed			G425	GUARDIAN	GROUP ID 00 357534	513.37
35797	08/25/2021	Printed			H010	HOLIDAY STATIONSTORES, LLC	ACCT#1400-006-350-658	37.34
35798	08/25/2021	Printed			P043	PRIORITY HEALTH	GROUP ID 790105	5,537.96
35799	08/25/2021	Printed			778	REDEMER PRESBYTERIAN CHURCH	PAVILION DEPOSIT REFUND	50.00
35800	08/25/2021	Printed			V014	VERIZON WIRELESS	ACCT#286887497-00001	6.73
35801	08/25/2021	Printed			V023	VSP	CLIENT ID 30031936	46.54
35809	09/01/2021	Printed			1575	JEANETTE BEAGLE	PAVILION DEPOSIT REFUND	50.00
35810	09/01/2021	Printed			1526	CEDAR RUN EYE CENTER	PAVILION DEPOSIT REFUND	50.00
35811	09/01/2021	Printed			1580	CROSSHATCH CENTER FOR ART &	PAVILION DEPOSIT REFUND	50.00
35812	09/01/2021	Printed			1576	ANNA DEWITT	PAVILION DEPOSIT REFUND	50.00
35813	09/01/2021	Printed			1581	JOE & MARILYN DRESSEL	PAVILION DEPOSIT REFUND	50.00
35814	09/01/2021	Printed			848	JENNIFER GROSECLOSE	PAVILION DEPOSIT REFUND	100.00
35815	09/01/2021	Printed			1578	CAROLINE HEVELHURST	PAVILION DEPOSIT REFUND	50.00
35816	09/01/2021	Printed			1552	NEW WAVES UNITED METHODIST CHU	PAVILION DEPOSIT REFUND	50.00
35817	09/01/2021	Printed			1573	VICKI PAULL	PAVILION DEPOSIT REFUND	50.00
35818	09/01/2021	Printed			1574	JILL STEPHENSON	PAVILION DEPOSIT REFUND	50.00
35819	09/01/2021	Printed			1577	GARRETT TURKE	PAVILION DEPOSIT REFUND	50.00

Total Checks: 40

Checks Total (excluding void checks): 65,856.12

Total Payments: 40

Bank Total (excluding void checks): 65,856.12



# Check Register Report

Emp. Code Desc.: 01  
ELMWOOD TWP

Date: 9/7/2021  
Time: 11:49:42

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
35747	08/12/2021		P	00003	Deborah Allen	August 12, 2021	\$237.14
35748	08/12/2021		P	00056	Terry Lautner	August 12, 2021	\$339.23
35749	08/12/2021		P	00001	Jeffrey Aprill	August 12, 2021	\$74.89
35750	08/12/2021		P	00077	Frederick Bechtold Jr.	August 12, 2021	\$101.58
35751	08/12/2021		P	00055	Carrie Schaub	August 12, 2021	\$661.85
35752	08/12/2021		P	00011	Ericus Derks	August 12, 2021	\$488.14
35753	08/12/2021		P	00015	James Liberty	August 12, 2021	\$745.28
35754	08/12/2021		P	00176	Douglas Snyder	August 12, 2021	\$99.89
35755	08/12/2021		P	00004	Charles Taylor	August 12, 2021	\$357.24
35756	08/12/2021		P	00159	Henry Brus	August 12, 2021	\$578.80
35757	08/12/2021		P	00053	Duane Merritt	August 12, 2021	\$652.11
35758	08/12/2021		P	00044	Marvin Scott	August 12, 2021	\$504.40
35759	08/12/2021		P	SDU	MiSDU	Remittance Check	\$191.76
35760	08/12/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$619.76
35765	08/19/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$478.00
35777	08/26/2021		P	00011	Ericus Derks	August 26th 2021	\$626.83
35778	08/26/2021		P	00015	James Liberty	August 26th 2021	\$600.39
35779	08/26/2021		P	00176	Douglas Snyder	August 26th 2021	\$258.48
35780	08/26/2021		P	00004	Charles Taylor	August 26th 2021	\$360.07
35781	08/26/2021		P	00159	Henry Brus	August 26th 2021	\$546.94
35782	08/26/2021		P	00053	Duane Merritt	August 26th 2021	\$657.65
35783	08/26/2021		P	00044	Marvin Scott	August 26th 2021	\$498.75
35784	08/26/2021		P	PFIA	PFIA	Remittance Check	\$38.62
35785	08/26/2021		P	SDU	MiSDU	Remittance Check	\$179.21
35786	08/26/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$824.08
35787	08/25/2021		P	AFLAC	AFLAC	Remittance Check	\$335.28
35802	08/26/2021		P	AFLAC	AFLAC	Remittance Check	\$335.28
35803	09/03/2021		P	00003	Deborah Allen	September 3, 2021	\$325.24
35804	09/03/2021		P	00056	Terry Lautner	September 3, 2021	\$339.23
35805	09/03/2021		P	00001	Jeffrey Aprill	September 3, 2021	\$74.89
35806	09/03/2021		P	00077	Frederick Bechtold Jr.	September 3, 2021	\$101.58
35807	09/03/2021		P	00055	Carrie Schaub	September 3, 2021	\$661.85
35808	09/03/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$478.00
82769	08/12/2021		P	209	David Darga	August 12, 2021	\$325.24
82770	08/12/2021		P	00089	James O'Rourke	August 12, 2021	\$325.24
82771	08/12/2021		P	00083	Carrie Schaub	August 12, 2021	\$994.74
82772	08/12/2021		P	00035	Benjamin Bakker	August 12, 2021	\$555.12
82773	08/12/2021		P	00180	Benjamin Bakker	August 12, 2021	\$200.33
82774	08/12/2021		P	00157	Jay Davis	August 12, 2021	\$1,381.14
82775	08/12/2021		P	00195	Jay Davis	August 12, 2021	\$169.53
82776	08/12/2021		P	00143	Erin Goodrich	August 12, 2021	\$1,248.25
82777	08/12/2021		P	00028	Kayla Hadfield	August 12, 2021	\$113.00
82778	08/12/2021		P	00111	Matthew Johnson	August 12, 2021	\$1,390.27
82779	08/12/2021		P	00140	Matthew Johnson	August 12, 2021	\$186.28
82780	08/12/2021		P	00189	Jacob Kuiper	August 12, 2021	\$1,172.86
82781	08/12/2021		P	00160	Daniel Mosholder	August 12, 2021	\$85.69
82782	08/12/2021		P	00026	Sunil Nair	August 12, 2021	\$43.94
82783	08/12/2021		P	00186	Jason Newfer	August 12, 2021	\$1,194.61
82784	08/12/2021		P	00212	Robert Sokolnicki	August 12, 2021	\$2,207.87
82785	08/12/2021		P	00109	Landon VanderRoest	August 12, 2021	\$1,693.31
82786	08/12/2021		P	00114	Landon VanderRoest	August 12, 2021	\$186.41
82787	08/12/2021		P	00126	Abbigail VanRaalte	August 12, 2021	\$647.83
82788	08/12/2021		P	00102	Alex Werly	August 12, 2021	\$1,554.67
82789	08/12/2021		P	00178	Alex Werly	August 12, 2021	\$192.84
82790	08/12/2021		P	00025	Caroline Worden	August 12, 2021	\$131.81
82791	08/12/2021		P	00022	Colleen Gallagher	August 12, 2021	\$430.20
82792	08/12/2021		P	00187	Jonah Kuzma	August 12, 2021	\$78.50

# Check Register Report

Emp. Code Desc.: 01  
ELMWOOD TWP

Date: 9/7/2021  
Time: 11:49:42

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
82793	08/12/2021		P	00198	Kendra Luta	August 12, 2021	\$74.89
82794	08/12/2021		P	00094	Whitney Roberts	August 12, 2021	\$78.50
82795	08/12/2021		P	00154	Andrew Grubb	August 12, 2021	\$138.53
82796	08/12/2021		P	00127	Austin Grubb	August 12, 2021	\$864.96
82797	08/12/2021		P	00167	Anna Hunt	August 12, 2021	\$962.38
82798	08/12/2021		P	00137	Daniel Jones	August 12, 2021	\$581.66
82799	08/12/2021		P	00069	Michael Pobuda	August 12, 2021	\$276.20
82800	08/12/2021		P	00197	Irene Snook	August 12, 2021	\$477.51
82801	08/12/2021		P	00164	Clement Thompson	August 12, 2021	\$598.38
82802	08/12/2021		P	00018	Lauren Tocco	August 12, 2021	\$777.64
82803	08/12/2021		P	110	Charles Raney	August 12, 2021	\$1,018.03
82804	08/12/2021		P	00017	Nancy Scott	August 12, 2021	\$549.70
82805	08/12/2021		P	IRSEF	IRSEFT	Remittance Check	\$7,774.90
82806	08/19/2021		P	00130	Jeffrey Shaw	August 19, 2021	\$1,813.72
82807	08/19/2021		P	00072	Keith Tampa	August 19, 2021	\$1,977.71
82808	08/19/2021		P	00098	Barbara Jones	August 19, 2021	\$1,512.33
82809	08/19/2021		P	00095	Connie Preston	August 19, 2021	\$1,698.47
82810	08/19/2021		P	00155	Chris Mikowski	August 19, 2021	\$1,443.08
82811	08/19/2021		P	00029	Sarah Clarren	August 19, 2021	\$1,862.75
82812	08/19/2021		P	00116	Peter Moon	August 19, 2021	\$1,326.74
82813	08/19/2021		P	IRSEF	IRSEFT	Remittance Check	\$4,255.87
82814	08/26/2021		P	00083	Carrie Schaub	August 26th 2021	\$994.74
82815	08/26/2021		P	00035	Benjamin Bakker	August 26th 2021	\$1,401.63
82816	08/26/2021		P	00180	Benjamin Bakker	August 26th 2021	\$200.33
82817	08/26/2021		P	00157	Jay Davis	August 26th 2021	\$1,279.10
82818	08/26/2021		P	00195	Jay Davis	August 26th 2021	\$169.53
82819	08/26/2021		P	00143	Erin Goodrich	August 26th 2021	\$580.02
82820	08/26/2021		P	00028	Kayla Hadfield	August 26th 2021	\$996.86
82821	08/26/2021		P	00111	Matthew Johnson	August 26th 2021	\$1,260.80
82822	08/26/2021		P	00140	Matthew Johnson	August 26th 2021	\$186.28
82823	08/26/2021		P	00189	Jacob Kuiper	August 26th 2021	\$1,148.41
82824	08/26/2021		P	00210	Shirl Martin	August 26th 2021	\$159.32
82825	08/26/2021		P	00160	Daniel Mosholder	August 26th 2021	\$114.25
82826	08/26/2021		P	00026	Sunil Nair	August 26th 2021	\$31.39
82827	08/26/2021		P	00186	Jason Newfer	August 26th 2021	\$1,322.94
82828	08/26/2021		P	00212	Robert Sokolnicki	August 26th 2021	\$1,420.04
82829	08/26/2021		P	00109	Landon VanderRoest	August 26th 2021	\$1,370.83
82830	08/26/2021		P	00114	Landon VanderRoest	August 26th 2021	\$186.41
82831	08/26/2021		P	00126	Abbigail VanRaalte	August 26th 2021	\$647.83
82832	08/26/2021		P	00102	Alex Werly	August 26th 2021	\$1,849.07
82833	08/26/2021		P	00178	Alex Werly	August 26th 2021	\$192.84
82834	08/26/2021		P	00025	Caroline Worden	August 26th 2021	\$163.21
82835	08/26/2021		P	00022	Colleen Gallagher	August 26th 2021	\$485.95
82836	08/26/2021		P	00154	Andrew Grubb	August 26th 2021	\$145.91
82837	08/26/2021		P	00127	Austin Grubb	August 26th 2021	\$590.20
82838	08/26/2021		P	00167	Anna Hunt	August 26th 2021	\$908.40
82839	08/26/2021		P	00137	Daniel Jones	August 26th 2021	\$519.71
82840	08/26/2021		P	00069	Michael Pobuda	August 26th 2021	\$457.36
82841	08/26/2021		P	00197	Irene Snook	August 26th 2021	\$521.61
82842	08/26/2021		P	00164	Clement Thompson	August 26th 2021	\$956.06
82843	08/26/2021		P	00018	Lauren Tocco	August 26th 2021	\$697.95
82844	08/26/2021		P	110	Charles Raney	August 26th 2021	\$1,048.66
82845	08/26/2021		P	00066	Kaleb Schaub	August 26th 2021	\$374.87
82846	08/26/2021		P	00017	Nancy Scott	August 26th 2021	\$493.09
82847	08/26/2021		P	IRSEF	IRSEFT	Remittance Check	\$7,455.62
82848	08/26/2021		P	MICH	State of Michigan Tax	Remittance Check	\$3,732.30
82849	09/03/2021		P	209	David Darga	September 3, 2021	\$325.24

# Check Register Report

Emp. Code Desc.: 01  
ELMWOOD TWP

Date: 9/7/2021  
Time: 11:49:42

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
82850	09/03/2021		P	00089	James O'Rourke	September 3, 2021	\$325.24
82851	09/03/2021		P	00130	Jeffrey Shaw	September 3, 2021	\$1,813.72
82852	09/03/2021		P	00072	Keith Tampa	September 3, 2021	\$1,977.71
82853	09/03/2021		P	00098	Barbara Jones	September 3, 2021	\$1,512.33
82854	09/03/2021		P	00095	Connie Preston	September 3, 2021	\$1,698.47
82855	09/03/2021		P	00155	Chris Mikowski	September 3, 2021	\$1,443.08
82856	09/03/2021		P	00187	Jonah Kuzma	September 3, 2021	\$78.50
82857	09/03/2021		P	00198	Kendra Luta	September 3, 2021	\$74.89
82858	09/03/2021		P	00094	Whitney Roberts	September 3, 2021	\$78.50
82859	09/03/2021		P	00029	Sarah Clarren	September 3, 2021	\$1,862.75
82860	09/03/2021		P	00116	Peter Moon	September 3, 2021	\$1,326.74
82861	09/03/2021		P	IRSEF	IRSEFT	Remittance Check	\$4,665.57

**Total Checks: 126**

<b>Sub-Total:</b>	<b>\$111,192.33</b>
<b>Total Void/Stop Payment:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$111,192.33</b>

## Supervisor's Report

9/13/21

1. The new tractor is getting rave reviews from our Grounds Crew.
2. New security cameras were installed at the recycling center. The County put out a news release and so far, there seems to be significantly less trash being left at the site.
3. Thank you to Harbormaster Pete Moon and his staff for a great job this summer. They were short handed, but rose to the occasion.
4. The grounds crew has done an amazing job once again this summer. We are so fortunate to have them on the job.
5. Brian Sousa and I met with Story Roofing and the final details are being worked out for them to begin replacing the roof on the Firehall.
6. Ray Kendra, Brian Sousa and I met and went over plans for the addition on the Township Hall, the sidewalks around the buildings and the remodeling project at the old pavilion by the playground at Cherry Bend Park. We should be able to put it out to bid in the very near future.

ORDINANCE NO. 2021-6

ELMWOOD CHARTER TOWNSHIP  
ORDINANCE GRANTING FRANCHISE TO  
TRAVERSE CITY LIGHT & POWER DEPARTMENT TO  
TRANSACT LOCAL BUSINESS FOR A PERIOD OF 30 YEARS

An Ordinance to grant a non-exclusive franchise to Traverse City Light & Power Department to transact local business within Elmwood Charter Township.

THE CHARTER TOWNSHIP OF ELMWOOD ORDAINS:

There is hereby adopted an Ordinance granting to the Traverse City Light & Power Department, its successors and assigns, a Michigan municipal electric utility, a non-exclusive franchise to transact local business within the Charter Township of Elmwood, pursuant to the following terms:

1. Grant of Franchise. The Charter Township of Elmwood, State of Michigan, hereafter referred to as Township, hereby grants to Traverse City Light & Power Department and its successors and assigns hereinafter referred to as Grantee, a franchise to construct, lay, operate, replace, repair, maintain, and commercially use electric and telecommunications facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, underground wires and equipment, and other necessary electrical and telecommunication works in, on, under, along and across the highways, streets, alleys, bridges, and other public places, and a non-exclusive franchise to transact local business in that area of the Charter Township of Elmwood, Leelanau County, Michigan, described in paragraph 2 hereof for the purposes of producing, storing, transmitting, selling, and distributing electricity and telecommunication services into and through the Township and all other matters incidental thereto.



2. Consideration. In consideration of the rights, power and authority hereby granted, Grantee shall faithfully perform all things required by the terms hereof.

3. Franchise Area. The Franchise Area is described on Attachment A, attached hereto and incorporated here by reference.

4. Construction and Maintenance Standards. All of the Grantee's towers, masts, and poles shall be neat and sightly, and so placed on either side of the highways, streets, alleys, and bridges as not to unnecessarily interfere with the use thereof for highway, street, and alley purposes. All of the Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets, and alleys. All work performed by said Grantee in said highways, streets, alleys, bridges, and other public places shall be done so as not to interfere with the use thereof, including the Township's use and maintenance of its utilities, and when completed, the same shall be left in as good condition as when work was commenced. The Grantee shall have the right to excavate and to trim trees if necessary, in the conduct of such business, subject, however, to the supervision of the highway authorities.

5. Hold Harmless. The Grantee shall at all times keep and save the Township free and harmless from all loss, costs, and expense to which it may be subject by reason of the negligent or grossly negligent construction and maintenance of the facilities hereby authorized or any construction and maintenance done with the intent to cause harm. In case any action is commenced against the Township on account of the permission herein granted, said Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, costs, and damage of any nature, including reasonable attorney fees, arising out of such negligent or grossly negligent construction and maintenance or any construction and maintenance done with the intent to cause harm.

5. Non-Exclusive Rights. The rights, power, and authority herein granted are not exclusive.

6. Revocation. The franchise granted by this Ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

7. Additional Conditions. In addition to other conditions contained herein, the foregoing grant shall be subject to the following conditions:

A. Before commencing the construction of any electric transmission line or changing the route thereof, the Grantee shall notify the County Road Commission of the proposed construction and obtain approval from the County Road Commission and, if the County Road Commission should so require, file with it plans and specifications of the proposed construction.

B. The Grantee shall at all times conform to all ordinances of the Township now in force and as amended or enacted hereinafter.

C. The Grantee shall keep on file at its principal office full and complete plans showing the general location of all franchise equipment and facilities installed on any public property within the Township. The Grantee shall file with the Township Clerk on or before the first Monday in February of each year up to date mapping products (electronic or hardcopy) showing the location of all franchise equipment and facilities installed in public places of the Township.

D. The Township may require that the Grantee, before entering upon any public place for the purpose of initial installation of any pole, line, equipment or facility, file plans and specifications for such proposed pole, line, equipment or facility and shall not undertake such initial installation until the Township Board shall have approved the plans and specifications,

which will not unreasonably be withheld, conditioned or delayed. This provision shall not apply to lines, equipment or facilities installed on existing poles or poles, lines, equipment or facilities necessary for service drops.

E. The Grantee shall raise its wires or otherwise move them for the passage of any structure when so requested by the County Road Commission. Such work by Grantee shall be without charge if it is determined by the County Road Commission to be necessary for public purposes.

F. Within twelve (12) months after the use of any franchise equipment or facility has been permanently discontinued or after the franchise expires or is otherwise terminated, the Grantee shall remove such property from any public place in the Township and restore such public place so as to conform in all respects with the current condition of such public place at the date of such restoration; provided such property shall not be removed if the Township Supervisor shall determine that such removal shall cause unreasonable damage to such place, and the Township Supervisor thereupon requests that any such property shall remain in place then such property shall not be removed and title thereto shall become vested in the Township.

8. Non-Assignment. The Grantee shall not assign the franchise or otherwise transfer it or permit others to use it except on prior written approval by ordinance enacted by the Township Board or except as required by law.

9. Effective Date. This Ordinance shall take effect on the day after the date of publication thereof, which publication shall be made within 30 days after its adoption, provided it shall cease and be of no effect after thirty (30) days from its adoption, unless within said period the Grantee shall accept the same in writing and file its acceptance with the Township Clerk.

Upon the acceptance and publication hereof, this Ordinance shall constitute a contract between

the Township and Grantee, subject to each party's right to revocation contained in paragraph 6 above, for a period of thirty (30) years from the date Grantee's acceptance is filed with the Township Clerk.

ORDINANCE NO. 2021-6

ELMWOOD TOWNSHIP  
ORDINANCE GRANTING FRANCHISE TO  
TRAVERSE CITY LIGHT & POWER DEPARTMENT TO  
TRANSACT LOCAL BUSINESS FOR A PERIOD OF 30 YEARS

**ATTACHMENT A**  
**FRANCHISE AREA**

The franchise area shall be as follows:

Sections 28, 31, 32, and 33 of Elmwood Township, Leelanau County, Michigan.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
LANSING



DANIEL EICHINGER  
DIRECTOR

August 26, 2021

Mr. Jeff Shaw, Supervisor  
Charter Township of Elmwood  
<supervisor@elmwoodtownship.net>

Dear Mr. Shaw:

Attached is a copy of the Harbors & Docks – Mooring Construction Agreement between the Township of Elmwood and the Department of Natural Resources (DNR), as well as a Resolution for adoption by the Township of Elmwood authorizing execution of the Agreement.

Please have both, a copy of the Agreement (*do not date the first page*) and the Resolution signed as appropriate. All original copies should be returned to my attention. The Agreement will be signed and dated by the DNR, and a fully executed copy will be returned for your files.

If you have any questions, please contact me at [PetersenP@michigan.gov](mailto:PetersenP@michigan.gov).

Sincerely,

Paul R. Petersen  
Waterways Grant Program Manager  
Parks and Recreation Division  
517-284-6122

Enclosures

## WATERWAYS GRANT AGREEMENT

### Harbors and Docks – Mooring Construction

**THIS WATERWAYS GRANT AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 2021, between the Township of Elmwood, LEELANAU 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 and serves as a refuge point for shallow-draft recreational vessels;

**WHEREAS**, the Township has asked that the Department assist the Township in the construction of phase 3A infrastructure improvements including the removal of three (3) existing buildings, vertical extension of the existing seawall, and additional seawall construction at the south end of the site at the Elmwood Township Marina (45-204) (the facilities);

**WHEREAS**, the Department is willing to assist the Township to construct the facilities, which are estimated to cost Seven Hundred Eighty-seven Thousand Five Hundred dollars (\$787,500.00), with the Department agreeing to pay 48% of the estimated cost, and is not to exceed Three Hundred Seventy-eight Thousand dollars (\$378,000.00).

**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 48% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Three Hundred Seventy-eight Thousand dollars (\$378,000.00). 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 shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. 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 Four Hundred Nine Thousand Five Hundred dollars (\$409,500.00) for the project, which represents fifty-two (52) percent 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, 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 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 on a CD in an appropriate 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 agency 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 exclusive of depreciation. The Township shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. 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 within the Township.

(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.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as 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 in perpetuity 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 abide by any 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 [local unit of government]. The [local unit of government] 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 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 in perpetuity.

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:**

\_\_\_\_\_  
  
\_\_\_\_\_

**TOWNSHIP OF ELMWOOD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MICHIGAN DEPARTMENT OF  
NATURAL RESOURCES**

By: \_\_\_\_\_

Ronald A. Olson, Chief  
Parks and Recreation Division

\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION 10 of 2021**

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ the following Resolution was adopted:

"RESOLVED, that the Township of Elmwood, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Township agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Four Hundred Nine Thousand Five Hundred dollars (\$409,500.00) to match the Three Hundred Seventy-eight Thousand dollars (\$378,000.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the \_\_\_\_\_ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Township pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )  
COUNTY OF LEELANAU    )

I, \_\_\_\_\_, Clerk of the Township of Elmwood, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Township Board at a meeting held \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Township Clerk



# Charter Township of Elmwood Marina Phase III-Construction



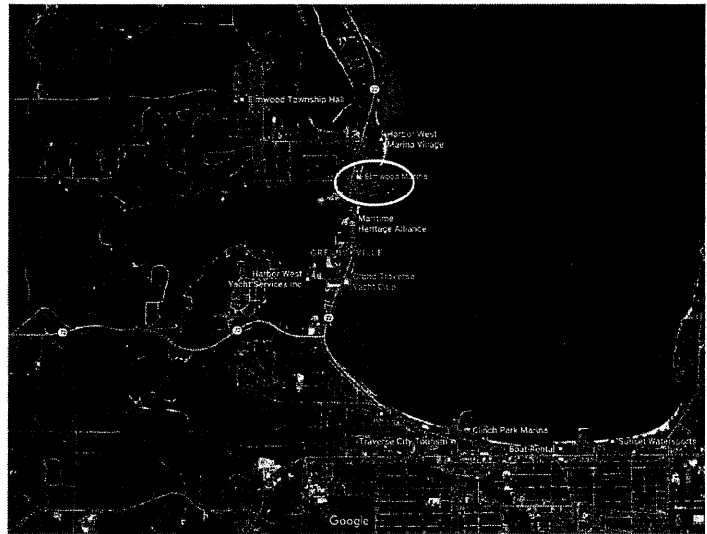
Waterways Grant Submission  
March 2021

## Executive Summary

Elmwood Township wishes to thank the Waterways Commission for their continued support of our marina. Waterways grants have helped fund the studies and planning efforts for this project as well as Phase I and 2 construction and Phase 3 design and engineering. This will be the final application in our phased project resulting in the reconstruction of the land-based improvements at the Elmwood Township Marina. This final phase will be the construction of the boaters' bath and lounge that will be utilized by slipholders and transient users. Included with the project is the associated parking, landscaping, and required seawall extensions due to the current high-water levels.

## Description of Overall Project

Elmwood Township is located on the west arm of the Grand Traverse Bay at the base of the Leelanau Peninsula. Acting as the gateway to Leelanau County, the Township is located immediately north of Traverse City and M-22 connects the Township to the city to the South and upper Leelanau Peninsula to the North. Our location makes Elmwood Township both a year around residential community (with 4,503 residents according to the 2010 U.S. Census) and a tourism-focused destination that experiences a large number of visitors to the area during the summer months.



A major attraction, drawing visitors to Elmwood Township is the Elmwood Township Marina and Greilickville Harbor Park. The Township has invested significant funds into improving and expanding the Greilickville Harbor Park in the last 15 years, including new pavilions, parking, bathrooms, and play equipment.

### *A well-planned effort*

As Waterways is aware, this has been a long process in creating a plan and construction of the developments on the property. This application has been a decade in the making, and spurred the development of several plan and study documents – including a Waterfront District Master Plan (WDMP), a Greilickville Commercial Corridor Subarea Master Plan, and a corridor traffic study. The document most integral to the marina is the Waterfront District Master Plan.

In 2011, the Township contracted with SmithGroup JJR to create a Waterfront District Master Plan. It provided a planning overview of the marina vicinity, as well as a site plan for the township marina property that illustrates improvements to boater facilities, clearer use patterns for visitors and boaters, and integration of the facilities into the adjacent park and community. The planning team hosted a number of workshops with community members and local stakeholders to solicit input into the needs and priorities of the area.

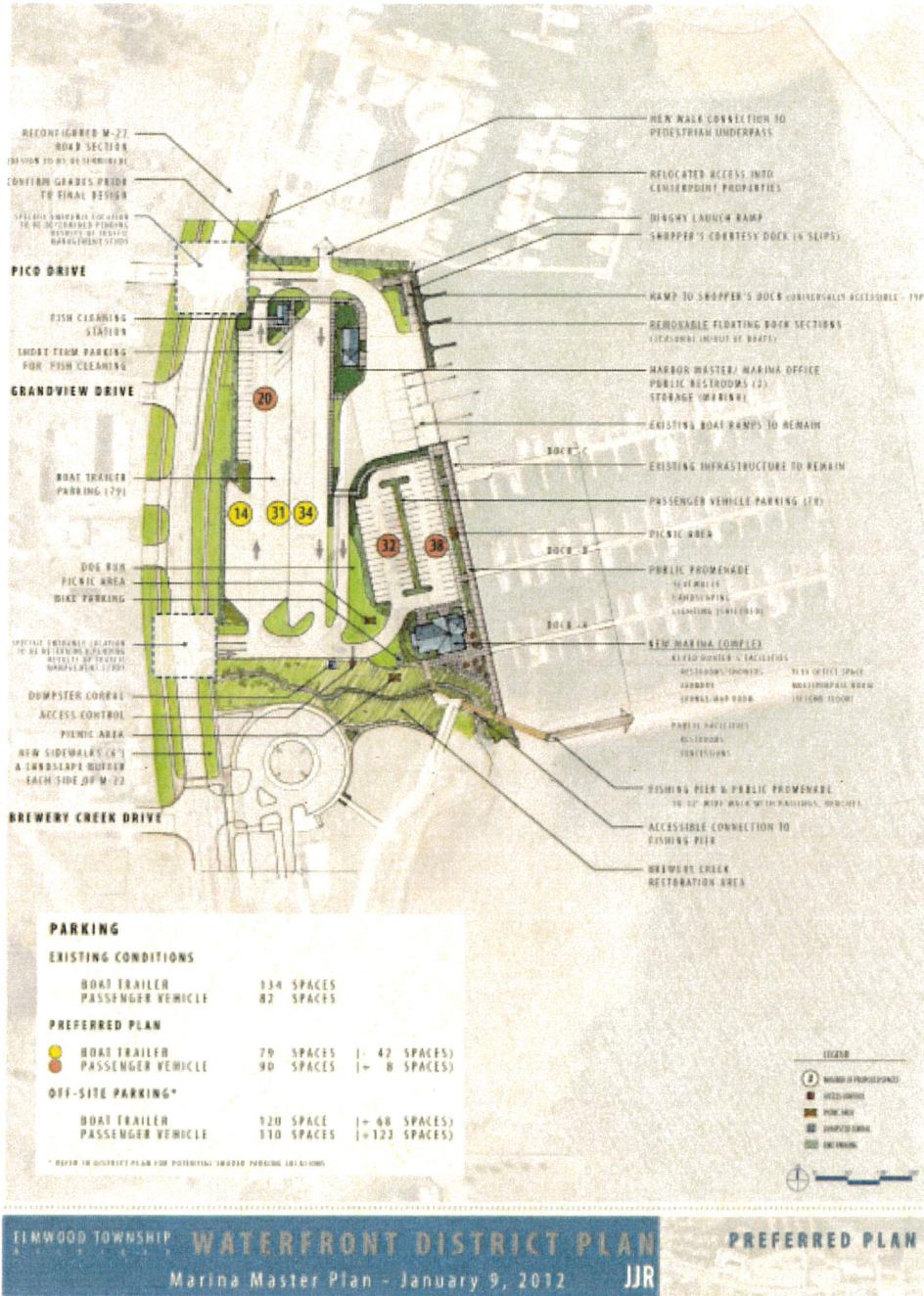
Key WDMP marina elements resulting from the planning effort include:

- The boat launch is a valuable part of the marina, and it experiences peak demand in the summer months (e.g., on weekends and during the Cherry Festival) which result in traffic backing up on to M-22.
- Parking for boat trailers is generally adequate, except at the peak demand times.
- Parking for slip renters and their guests is not adequate.
- The adjacent township park was recently renovated and is an asset to the community and to the marina site.
- There is not enough area on the land side for boater activities.
- The existing building facilities are disjointed in character and do not have a waterfront character.
- Maintaining vehicular connections to the development site to the north for office uses and emergency vehicles is important.
- The open water near the ramp is important to maintain as space for boats to wait for the ramp to be available.

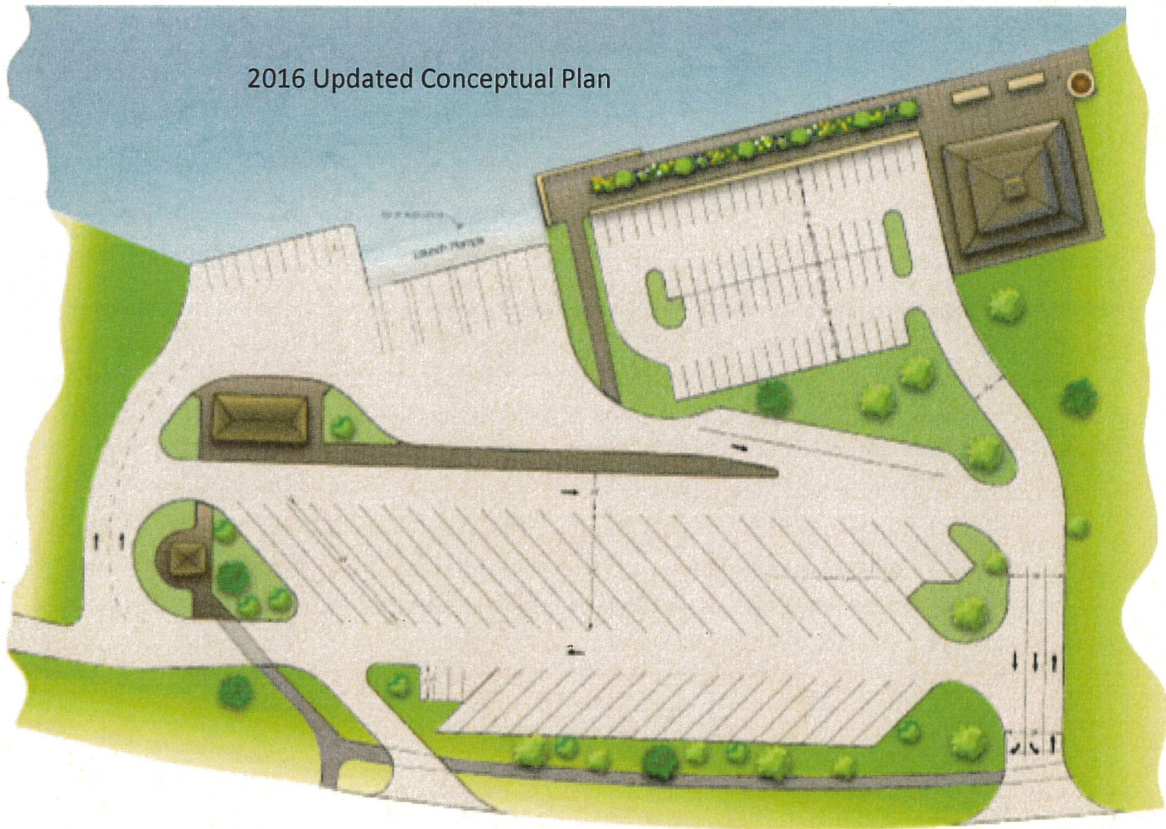
The recommendations of the Waterfront District Plan look to carefully balance the boating community that rents slips, boaters utilizing the launch ramps and the general public. These recommendations include:

- Install a new parking lot for slip renters and guests. Manage use of the lot with access control measures such as an entry/exit gate.
- Reconfigure boat trailer parking to allow building capacity in the design geometrics for truck and trailer traffic around site.
- Provide for overflow marina visitor and fish cleaning station parking within the larger boat and trailer parking area.
- Renovate the pedestrian promenade along marina to include more space for walkers, better lighting, and more pedestrian amenities like benches and picnic tables.
- Create a pedestrian link through the parking area and boat ramp to connect to the fish cleaning station.
- Install sidewalks and non-motorized paths on M-22 to link marina to the larger district.
- Provide for public restrooms in the proposed marina building, separate from boater facilities.
- Create a new harbormaster's office on the north side of the ramp to improve the Harbormaster's ability to manage ramp traffic.
- Locate Fish cleaning station at the north end of the boat trailer parking area.
- Construct new marina building in the southeast corner of the site for boaters facilities.

# 2011 Conceptual Site Plan



In order to move the marina plans forward, the Township contracted with GFA and SmithGroup JJR to create a marina phasing plan after receiving a Waterways planning grant. This plan was adopted by the Elmwood Township Board in January 2017 and incorporated into the Elmwood Township Community Park, Recreation, Open Space, and Greenways Plan adopted by the Township Board in February 2017.



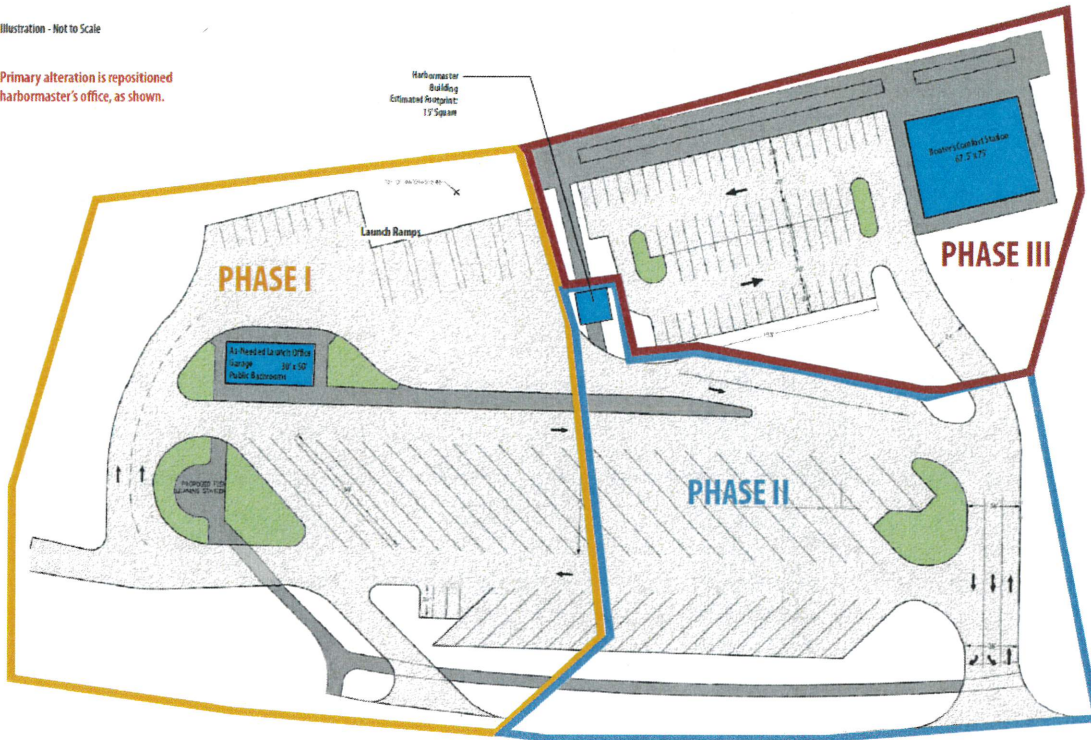
The plan breaks the redevelopment of the marina into three phases, allowing the majority of construction to take place in the off-season to try to limit the disruption to the operation of the marina. This also allows for the Township to self fund the projects with the assistance of the Waterways grants. We anticipate that no additional debt will be need in order to complete the redevelopment. The proposed phasing plan is located on the next page.



# Elmwood Marina Phasing Plan - March 2018 Update

Illustration - Not to Scale

Primary alteration is repositioned harbormaster's office, as shown.



### Phase III- Scope of Items

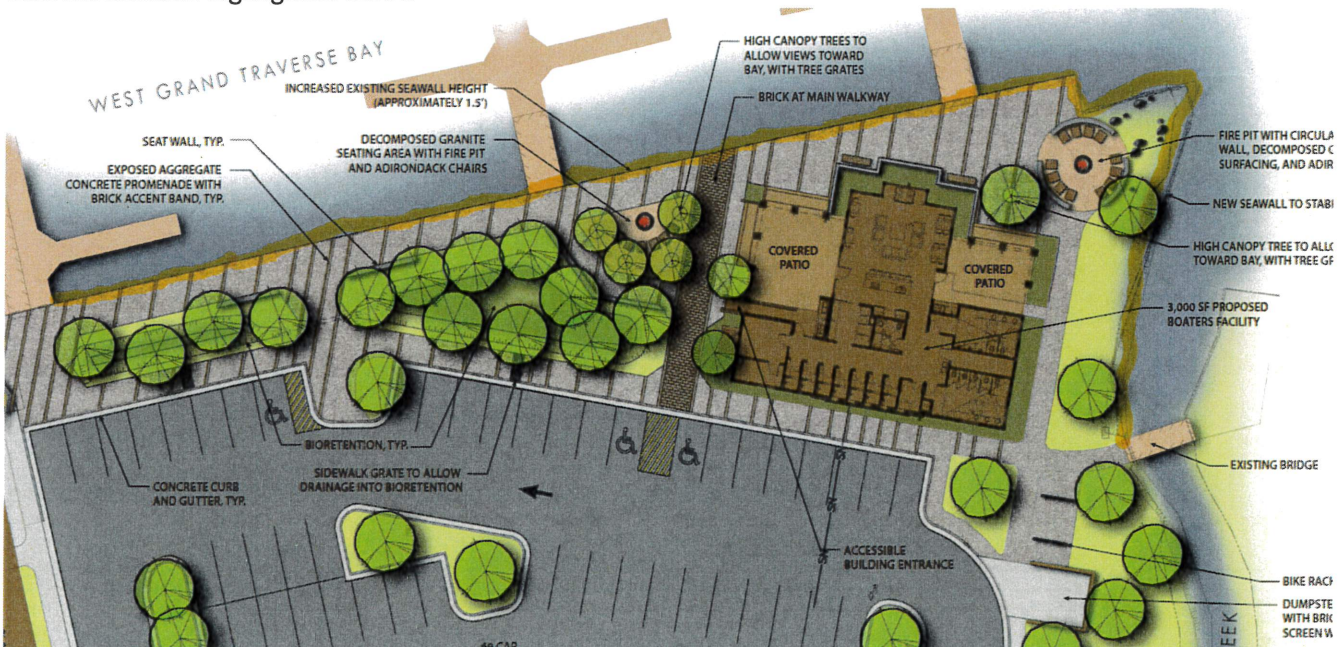
Phase III of the marina land-based improvements includes removal of existing buildings, reconfiguration of the site for improved parking, pedestrian, and boaters use, construction of the new boater's day use building, and improvements to the existing seawall and extension of the seawall.

Since this is a large phase that will take an extended period of time to complete, we are breaking Phase III into 3 additional phases.

### Phase 3A- Seawalls and Existing Building Demo- Construction Fall 2022

- Removal of 3 existing buildings. The Harbormasters building construction in Phase 1 of the land-based improvements and the proposed Boaters Facility in Phase 3 will replace all the functions of the existing outdated buildings
- Vertical extension of the existing seawall to keep site above the record high water levels
- Additional seawall construction at the south end of the site to provide erosion protection to the proposed Boater's Facility building

Seawall location highlighted below



### Phase 3B- Boater's Bath Construction- Construction Spring 2023

- Proposed 4,186 sq ft Boater's Facility will match recently constructed Harbormasters building in form and materials and includes:
  - Both indoor and covered outdoor gathering spaces
  - Shower and bathroom facilities
  - Indoor kitchen area
  - Laundry facilities
  - Exterior sinks and water bottle fill stations
  - Storage, maintenance, and mechanical areas required to maintain facilities
  - Helical Pier Foundation- based on soils and construction experience from Harbormasters Building

### Phase 3C- Parking, Landscaping, Amenities- Construction Spring 2024

- Reconfiguration of the site layout will emphasize the pedestrian use of the most desirable water side portions of the marina site while improving traffic flow and providing parking for the slip holders
- New utilities will be provided to the proposed Boater's Facility and storm water management ponds will be provided to capture and treat the first flush stormwater runoff
- Pedestrian walkways are provided to improve access across the marina site, tying in the phase 1 and 2 improvements to the north and the existing Greilickville Harbor Park to the south
- ADA accessible parking will be provided and all pedestrian areas will meet ADA guidelines
- Site amenities include bike racks, outdoor seating benches and seat walls, gas fire pits, and tree shaded patios for additional gathering spaces



Digital site photos – Phase 3 Area of the Marina Property

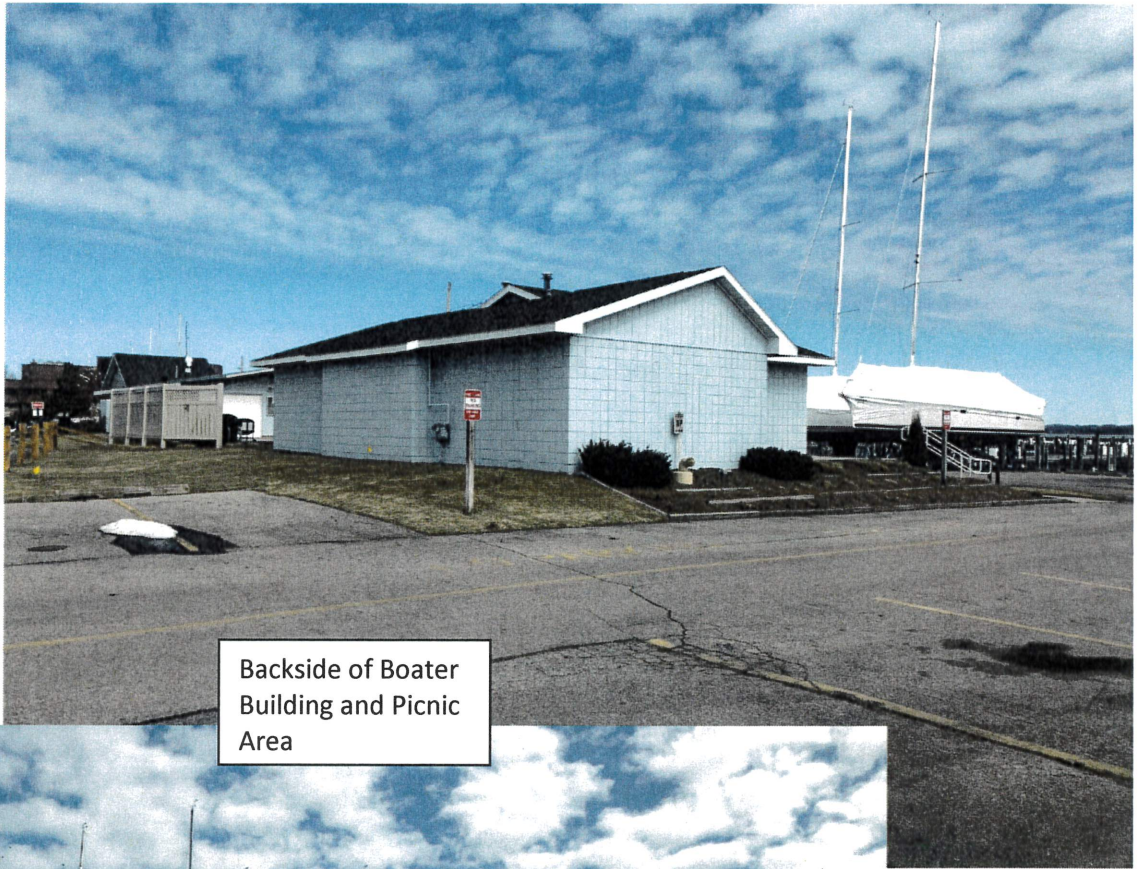


Existing Boater's Building

Existing Picnic Area



Existing Slipholder Parking



Backside of Boater Building and Picnic Area





### Estimated Construction Schedule

This request is for Phase 3A of the project and will include the seawall vertical and horizontal extension, as well as the building demolition of existing buildings that have been replaced or are going to be replaced in Phase III

- Final Design and Permitting- Fall 2021
- Bidding– January 2022
- Construction of Phase – September 2022
  - Weather Dependent
  - Start any additional prep work as soon as possible
  
- Phase 3A Completed- Fall/Early Winter 2022

### Estimated Costs

New Seawall on South End of Site	\$135,000
Height Extension on Existing Seawall	\$360,000
Fill Behind Seawall	\$65,000
Demo of Buildings	\$65,000
Mobilization (5%)	\$31,250
Construction Contingency (10%)	\$65,625
Engineering/Architect Oversight (10%)	\$65,625
<b>Total</b>	<b>\$787,500</b>
<b>Township Contribution (52%)</b>	<b>\$409,500</b>
<b>Grant Request (48%)</b>	<b>\$378,000</b>

### Needs Assessment

While we are happy to say our marina continues to be very busy, with a waiting list for slips every year, the marina land-side infrastructure is very much outdated and in need of substantial repair. These structures have been continuously maintained but are currently in need of major repairs that make reconstruction the more economical solution. Our new master plan will allow us to better serve the needs of our slipholders, transient boaters and the many members of the fishing community who use our boat launch nearly year-round. It's worth noting that we have also planned areas and features to make the marina property more attractive to non-boaters in the off-season, for the enjoyment of the township and the greater community.

The Elmwood Marina is an important access point to the water of west arm of the Grand Traverse Bay. It is the only deep water launch in West Grand Traverse Bay and the largest marina in the Bay as well. It provides a launch for day users as well as a location for people to rent transient slips or seasonal slips and bouys. There are approximately 10,000 boats launched at the boat ramp during the season and the launch is capable of launching up to 50 ft boats.

Because the launch can facilitate large boats and a large quantity of boats, the marina is often host to various boating events throughout the summer. Examples include the bass fishing tournament, Wednesday night fishing league, Grand Traverse Classic Salmon fishing launch area, Trout Tournament, a Poker Run, and Melgus Regatta. Many of the users of the marina and nearby Greilickville Harbor Park are not residents of the Township but are from the greater Leelanau and Grand Traverse area – drawn to the park and marina’s quieter family-friendly atmosphere. Transient slips are frequently full on the weekends and major weeks during July and August.

Current structures on the site are outdated, at the end of their life, and do not provide ADA accessibility. In addition, they do not provide amenities that other marinas in the basin do. The redevelopment of the site and buildings will improve connectivity on the site for pedestrians and vehicles and will meet current ADA requirements. There are 171 seasonal slips and 21 transient slips available at the marina. All of these users would be able to use the inside of the new boater’s facility and everyone, including the public, would be able to use the picnic pavilions and outdoor areas.

Many area sport fisherman use the launch on a daily basis to fish Grand Traverse Bay as it is close to town with easy access to the water and available parking – as well as the ability to accommodate the increasing number of larger vessels. Other sites on West Grand Traverse Bay do not offer as much trailer parking or ease of access. Elmwood marina parking does become full at peak times on key summer weekends and at times during Cherry Festival but the Township is pursuing joint parking agreements to allow for nearby long-term trailer parking to help alleviate this problem.

The Elmwood Marina is open and available for the public at all times, and directly connected to Greilickville Harbor Park – creating a contiguous 9 acre stretch of open recreational waterfront. If you ask people to think of Elmwood Township, it’s what most people consider to be its heart. Not only can members of the public use the launch ramps but the docks are not gated or limited – allowing anyone who enjoys the water and boats. As noted, the Township hopes to increase the use of shoulder seasons at the marina by providing more activities for the general public to do at the marina (e.g. ice skating rink).

**Harbor Logs for Transient Users**

<b>2018</b>	<b>Power Boats</b>		<b>Sail Boats</b>	
	<i>Boats</i>	<i>Nights</i>	<i>Boats</i>	<i>Nights</i>
0-19 ft	6	40	22	54
20-29 ft	145	846	40	177
30-39 ft	103	400	1	2
40-49 ft	5	21	-	-
<b>Total</b>	<b>259</b>	<b>1307</b>	<b>63</b>	<b>233</b>

<b>2019</b>	<b>Power Boats</b>		<b>Sail Boats</b>	
	<i>Boats</i>	<i>Nights</i>	<i>Boats</i>	<i>Nights</i>
0-19 ft	7	14	3	17
20-29 ft	226	909	31	93
30-39 ft	161	586	68	182
40-49 ft	17	48	5	10
<b>Total</b>	<b>411</b>	<b>1557</b>	<b>107</b>	<b>302</b>

<b>2020</b>	<b>Power Boats</b>		<b>Sail Boats</b>	
	<i>Boats</i>	<i>Nights</i>	<i>Boats</i>	<i>Nights</i>
0-19 ft	18	39	0	0
20-29 ft	222	918	40	124
30-39 ft	184	505	71	235
40-49 ft	24	123	8	30
<b>Total</b>	<b>448</b>	<b>1585</b>	<b>119</b>	<b>389</b>

**Links for Additional Information**

Link to the township page with all the plans

<http://www.leelanau.cc/elmwoodtwpod.asp>

Link to the marina webpage

<http://www.elmwoodtownshipmarina.com/>



Michigan Natural Resources Trust Fund
Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between Elmwood Charter Township - Leelanau County in the county of Leelanau County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT."

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Greilickville Harbor Park - Discovery Pier Improvement Project #: TF20-0117
Grant Amount: \$300,000.00 49% PROJECT TOTAL: \$610,000.00
Match Amount: \$310,000.00 51%
Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 07/06/2021 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED
By [Print Name]:
Title:
Organization:

DUNS Number
SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED
By:
Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

**GRANTEE CONTACT**

---

Name/Title

---

Organization

---

Address

---

Address

---

Telephone Number

---

E-mail Address

**DEPARTMENT CONTACT**

---

MNRTF Grant Program Manager

---

Name/Title

---

Grants Management/DNR Finance & Operations

---

Organization

---

525 W. Allegan Street, Lansing, MI 48933

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Address

---

P.O. Box 30425, Lansing, MI 48909

---

Address

---

517-284-7268

---

Telephone Number

---

DNR-Grants@michigan.gov

---

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF20-0117** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

- Access Pathway 6' wide or more
- Canoe/Kayak Launch or Ramp
- Lighting
- Paved ADA Parking Space(s)
- Paved Parking Lot
- Rain Garden with Native Plants
- Restroom Building
- Signage
- Utilities

6. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to **Forty-Nine percent (49%)** of **Six Hundred and Ten Thousand**



**dollars (\$610,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Forty-Nine percent (49%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

**7. The GRANTEE will:**

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred and Ten Thousand dollars (\$310,000.00)** in local match. This sum represents **Fifty-One percent (51%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
  - vii. Bury all new utilities within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2021** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 08/31/2023**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2023**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement 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 lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken

- by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

- 28.** Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Require specific performance of the Agreement.
- 29.** This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
- 30.** The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
- 31.** The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- 32.** The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 33.** The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
- 34.** The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
- 35.** The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$ \_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR**

PRELIMINARY

Date: 09/08/2021

Time: 12:44 pm

Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE ACCUMED GROUP	A026	BILLING SERVICES	0	00/00/0000	<b>389.27</b>
				Vendor Total:	<b>389.27</b>
ACE HARDWARE	A020	CUST#23467	0	00/00/0000	<b>53.00</b>
				Vendor Total:	<b>53.00</b>
ARCTIC GLACIER USA,INC	P171	ACCT#40850596	0	00/00/0000	<b>1,002.40</b>
				Vendor Total:	<b>1,002.40</b>
AW & SONS SERVICES	A131	E TIMBERWOODS	0	00/00/0000	<b>350.00</b>
				Vendor Total:	<b>350.00</b>
BECKETT & RAEDER	B017	PLANNING/ZONING SERVICES	0	00/00/0000	<b>4,692.50</b>
				Vendor Total:	<b>4,692.50</b>
BEKAH BELL	1584	PAVILION DEPOSIT REFUND	0	00/00/0000	<b>50.00</b>
				Vendor Total:	<b>50.00</b>
BINGHAM BODY SHOP	B080	MOVE CAR AT MARINA	0	00/00/0000	<b>125.00</b>
				Vendor Total:	<b>125.00</b>
CONSUMERS ENERGY	C040	ACCT#1030 3518 7543	0	00/00/0000	<b>312.58</b>
				Vendor Total:	<b>312.58</b>
DONE RIGHT SEALERS	D062	E TIMBERWOODS	0	00/00/0000	<b>15,600.00</b>
				Vendor Total:	<b>15,600.00</b>
ELEVATE NET	E013	SEMI ANNUAL MARINA NETWORK	0	00/00/0000	<b>1,800.00</b>
				Vendor Total:	<b>1,800.00</b>
GINOP SALES INC.	G012	REPAIR	0	00/00/0000	<b>113.43</b>
				Vendor Total:	<b>113.43</b>
GRAND TRAVERSE COUNTY DPW	G040	ACCT#4003411	0	00/00/0000	<b>3,355.84</b>
				Vendor Total:	<b>3,355.84</b>
GRAND TRAVERSE COUNTY	G200	ELMWOOD GREILICKVILLE WATER/ <i>Sewer</i>	0	00/00/0000	<b>33,447.18</b>
				Vendor Total:	<b>33,447.18</b>
IIMC	I020	MEMBERSHIP	0	00/00/0000	<b>200.00</b>
				Vendor Total:	<b>200.00</b>
LEELANAU COUNTY TREASURER	L060	PRIOR YEAR TAX ADJ	0	00/00/0000	<b>4.05</b>
				Vendor Total:	<b>4.05</b>
LEELANAU ENTERPRISE & TRIBUN	L020	ADVERTISER#676	0	00/00/0000	<b>128.70</b>
				Vendor Total:	<b>128.70</b>
LOWES	L142	ACCT ENDING 8083	0	00/00/0000	<b>285.89</b>
				Vendor Total:	<b>285.89</b>
NETLINK	M185	TECH SUPPORT/ <i>Parts</i>	0	00/00/0000	<b>870.00</b>
				Vendor Total:	<b>870.00</b>
OLSON BZDOK & HOWARD, P.C.	O051	6384-00M	0	00/00/0000	<b>82.50</b>
				Vendor Total:	<b>82.50</b>
MATT PIOTROWSKI	1583	PAVILION REFUND	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
PITNEY BOWES INC	P150	ACCT#0012923889	0	00/00/0000	<b>113.04</b>
				Vendor Total:	<b>113.04</b>
RESERVE ACCOUNT	P031	ACCT#16979494 POSTAGE	0	00/00/0000	<b>2,370.00</b>
				Vendor Total:	<b>2,370.00</b>
NANCY E SCOTT	S050	REIMBURSEMENT	0	00/00/0000	<b>24.00</b>
				Vendor Total:	<b>24.00</b>
SOS ANALYTICAL	S058	WATER TESTING	0	00/00/0000	<b>50.00</b>
				Vendor Total:	<b>50.00</b>
STANDARD ELECTRIC COMPANY	S112	CUST#700892	0	00/00/0000	<b>111.11</b>

**INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR**

PRELIMINARY

Date: 09/08/2021

Time: 12:44 pm

Page: 2

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>111.11</u>
STAPLES CREDIT PLAN	S008	ACCT ENDING 5610	0	00/00/0000	80.75
				Vendor Total:	<u>80.75</u>
LINDSAY SZAFRANSKI	1582	PAVILION REFUND	0	00/00/0000	150.00
				Vendor Total:	<u>150.00</u>
ULINE	U011	CUST#5168238	0	00/00/0000	133.73
				Vendor Total:	<u>133.73</u>
US BANK OPERATIONS SERVICE (	U030	TIMBERLEE ROAD BONDS	0	00/00/0000	1,462.50
				Vendor Total:	<u>1,462.50</u>
VERIZON WIRELESS	V014	ACCT#682962913-00001	0	00/00/0000	60.59
				Vendor Total:	<u>60.59</u>
VISIBLE DIFFERENCE BLDG. MAIN	V002		0	00/00/0000	135.00
				Vendor Total:	<u>135.00</u>
WADE TRIM	W107	MISC ENG	0	00/00/0000	20,515.27
				Vendor Total:	<u>20,515.27</u>
WELLS FARGO FINANCIAL LEASIN	W027	ACCT#603-0180923-000	0	00/00/0000	95.40
				Vendor Total:	<u>95.40</u>
WINDEMULLER	W024	MARINA REPAIR	0	00/00/0000	120.00
				Vendor Total:	<u>120.00</u>
X-CEL CHEMICAL SPECIALTIES	X010	MARINA	0	00/00/0000	20.22
				Vendor Total:	<u>20.22</u>
YOUNG, GRAHAM, & WENDLING P	Y002	MISC LEGAL	0	00/00/0000	944.00
				Vendor Total:	<u>944.00</u>
				Grand Total:	<u>89,397.95</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>89,397.95</u>
				Less Hand Check Total:	<u>0.00</u>
				Outstanding Invoice Total :	<u>89,397.95</u>
	Total Invoices:	<b>53</b>			