

**ACME TOWNSHIP PARKS & TRAILS MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
February 16th, 2018 8:30 a.m.**

ROLL CALL:

Committee:	X	Feringa	X	Heflin	X	Heffner	X	Jenema
	X	Smith	X	Timmins	excused	Wentzloff		
Advisory:		Heinert	X	Kushman				
Staff:		Winter						

A. PUBLIC COMMENT:

**B. APPROVAL OF AGENDA: Motion to approve agenda Timmins, 2nd. By Heflin.
Motion carries**

C. INQUIRY AS TO CONFLICTS OF INTEREST: noNe

D. CORRESPONDENCE: Kevin’s email summary (not read in)

E. ACTION:

1. Approve Parks & Trails Minutes 01/19/18
**Motion by Heffner, seconded by Heflin- to approve the 01/19/18 meeting minutes with the correction under Old business; trails, b and c to remove extra wording.
Motion carries**

F. OLD BUSINESS:

1. **Bayside Park Updates- Kevin’s email referenced.**
Jenema- still waiting for approval from the State MDNR to get the final approval to be able to put out the large bid package for bayside park.
Went over tree pricing. Actual price was more than 3 times the estimated price in the grant. Unexpected price increases like these may lead to small design changes in order to meet budget.
2. **Trail Updates**
 - a. *Acme Connector Trail Kushman-*
Feast of Victory and Samaritas Easements- Kushman-Feast of Victory had a meeting with the board members on 2/15, Tart is working to move the letter of commitment along, there are different people in place now and a few new questions are coming up. Shawn has been great at working with the church and answering their questions. These meetings are to secure a letter of commitment, no talk of an easement as of yet, that is the next step needed in order to do the survey work to start the engineer design.
Kushman also talked about working with Samaritas. John DeMarch is still willing to work to help facilitate the agreement, although he is now retired from there.
 - b. *TVC2CHX Trail - Jenema went to the open house at the cider house. There was a large turnout, very diverse.*
Preliminary design- Elk Rapids is ready to begin that process, they have been very actively raising funds. Jenema made it clear Acme supports the trail connector but cannot, at this time, financially donate to it due to all the other work Acme has in process.
Kushman drafted a proposal for preliminary design work from Elk Rapids to Maple Bay. Kushman asked Jenema if Acmes townships resolution of support, would support the preliminary design work all the way from Elk Rapids to Acme township. Jenema talked

with Zollinger and they agreed it would. Acme will not be putting in any money towards the preliminary design work. The cost will be covered by Tart and Elk Rapids. The first phase of construction would still be planned from Elk Rapids down to Maple bay. Hope to have the process started as soon as April and the preliminary design finished by December 2018.

Kushman still working with Holiday Inn express, Still raising concerns about if problems arise on the trail. Other properties that support the trail along with TART have been working to reassure the Holiday Inn. The township has to wait to begin the engineering plan until all the easements are signed.

Kushman also touched on how hard it has been to keep up with snow removal along 31. Heffner asked about the time frame to finish the trail.

Jenema gave an update on the sewer, which is the reason for the trail being ripped up. Hoping for a final finish date of mid-May.

- i. Scope of Design Work-
- ii. Elk Rapids Trail Team Liason - Kushman asked for a representative from Acme to join the Elk Rapids committee.
Timmins volunteered as long as the meeting times, which are unknown at this time, can work with her schedule.

3. Park System Signage –

Feringa is waiting to meet with Valley city signs until the Tribe is ready with their branding. Will keep on the agenda for March.

4. Park Rules

- a. *Update & Feedback-* Smith and Heflin went over all the input from Jeff Jocks, along with research they had done. Added section 2) prohibited activities. (please see attached sheet). Under section 3) b. Talking out wording pertaining to walking along the beaches below the high water mark. Leaving in 3) m- about intoxication. Adding new highlighted language under 3) p.

Under sections 4, 5 and 7 it was decided to keep the current language.

Will continue to work further on the park rules, with plans to get a draft to the board in April.

G. NEW BUSINESS:

- 1. None

H. PUBLIC COMMENT: none

**ADJOURN: Motion to adjourn at 9:57 Timmins, 2nd Feringa
Motion carries**



ACME TOWNSHIP PARKS & TRAILS MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
February 16th, 2018 8:30 a.m.

ROLL CALL:

Committee:

	Feringa		Heflin		Heffner		Jenema
	Smith		Timmins		Wentzloff		
	Heinert		Kushman				
	Winter						

Advisory:

Staff:

A. PUBLIC COMMENT:

B. APPROVAL OF AGENDA:

C. INQUIRY AS TO CONFLICTS OF INTEREST:

D. CORRESPONDENCE:

E. ACTION:

1. Approve Parks & Trails Minutes 01/19/18

F. OLD BUSINESS:

1. Bayside Park Updates
2. Trail Updates
 - a. Acme Connector Trail
 - i. Feast of Victory and Samaritas Easements
 - b. TVC2CHX Trail
 - i. Scope of Design Work
 - ii. Elk Rapids Trail Team Liason
3. Park System Signage
4. Park Rules
 - a. Update & Feedback

G. NEW BUSINESS:

1. None

H. PUBLIC COMMENT

ADJOURN:

ACME TOWNSHIP PARKS & TRAILS MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
January 19th, 2018 8:30 a.m.

ROLL CALL:

Committee:	X	Feringa	X	Heflin	X	Heffner	X	Jenema
	X	Smith	X	Timmins	X	Wentzloff		
Advisory:	X	Heinert	X	Kushman				
Staff:	X	Winter						

- A. **PUBLIC COMMENT:** Heflin introduced two of the Americorp workers, Michelle Jacokes and Julie Morvick that are helping GTRLC with trail building.
- B. **APPROVAL OF AGENDA: Motion to approve the agenda Timmins, 2nd. Wentzloff.**
Motion carries
- C. **INQUIRY AS TO CONFLICTS OF INTEREST: none**
- D. **CORRESPONDENCE: none**
- E. **ACTION:**
 - 1. Approve Parks & Trails Minutes 12/15/2017 - Motion by Heflin to approve the minutes with a correction by Heffner to section 3) trail updates. Heffner 2nd. The motion Motion carries.
- F. **OLD BUSINESS:**
 - 1. **Bayside Park Updates:** Kevin talked about the tree bids going out. Hessels tree service won the bid for tree removal. Also the bid package for the rest of north bayside has gone to the state for final approval before the township can send out bids to contractors. Jenema asked about the budget. Kevin confirmed the tree bid was over budget by about 2x. Klaus addressed how the scope of the project changed and is larger than first projected. Wentzloff asked about tree selection and if any in the area were planned to be kept. Klaus discussed how they went out and flagged big healthy trees to keep.
 - a. **Update on bid package-**Discuss the larger bid package the state is currently looking over. Kevin is talking with Tamera at the state to make sure all the details are complete. The DNR review could take up to 30 days. Klaus and Kevin are hoping it will be closer to 2 weeks. They are hoping to put bids out in mid February. Jenema clarified that no further action was needed from the park and trails committee or from the board. Klaus said no further actions are needed as soon as the township hears back from the state they can take the project to bid Added landscaping between the road and the trail within the park as discussed at a previous meeting.
 - b. **Review updated recommendation for light pole and bollard options-**Bollard lights will be within the walking circle. The bollards will be silver and match other elements in the park. The old design had different LED spectrums and they couldn't get the lighting to match, this lead to some design changes. Discussed the design change that the lighting company suggested. base package will include the lights within the park. Will be getting a quote to find out what it will cost to light the back of the parking lot. Kevin will be talking to the Consumers electric company about hanging a light on an existing pole, to

save on the cost of a light pole, near the entrance of the park.

Discussed how the electrical part of the project was broken into 2 separate sources of power for the north and south end of N. bayside. This design for the electric was the most economical choice.

Kevin discussed ending the TART trail within the park at the parking lot on the south end, until further conversations and decisions can be made with the Bay Villa condos on the south end.

Discussed the playground. Base bid package will include the larger play structure and a swing set, as shown in the original plans. There will be room left for the other playground elements to be incorporated in a later phase.

Spoke with MDot about staging for the project. One lane will be closed down for about 4 days, a plan has been turned into MDot, they like the plan.

Heflin asked about a completion date for Bayside park

Klaus said the goal is to have the work done before 4th. Of July weekend.

Discussed the meeting with Road commission concerning Shore beach lane. Next step is figuring out right of way, ownership and easements. Working with the road commission to get the findings. Gosling and Czubak is proposing at least getting a new cross section where the new opening to the park will be, as the first step to a future possible road rebuild.

- c. **Review site furniture and site amenities:** -Klaus talked about the furniture and signs currently within the park and having to move things and get them out of the way.

Klaus recommended that the committee talk about what to do as an interim plan as to where to place picnic tables, controlling the flow of use within the park, so that park users aren't moving them all over the park as they currently do. Talked about other places to put the benches.

Klaus also touched on all the watershed signs, need a plan as to where they can be placed within the new park plan. Recommends talking to Sarah at the watershed center about placement recommendations.

Klaus also talked about the old bayside park sign, if the township doesn't want the sign it will be disposed of when it's taken down for construction.

Kevin, has secured the MDEQ, and army corp joint permit for work along the shoreline, met with them on site, finalized the permit the week of 1-15-18. Also have SESC permits in hand.

- d. **Adopt-A-Bench Program-** Winter update, has 1 check in hand, 2 more on the way, and 2 that have confirmed they are still interested. So 6 out of the 10 benches are spoken for.

2. Trail Updates

- a. **Acme Connector Trail-** Kushman, - worked with Holiday Inn express, their board wants to know what assurances can the hotel have as far as solving any problems on the trail. Kushman expressed that TART has history on the trail and lack of problems to date, but if there are problems they can reach out to TART, Acme township, and the local sheriff's office. Waiting to hear back with the Holiday Inn's response. Once the Holiday Inn's board signs off it goes to Wells Fargo.

Winter discussed the \$15,000 grant for engineering

- b. **Letters of commitment, easements** -letters of commitment were sent to Samaritas and the church. The church has already voiced support for the project and John DeMarsh is working with Samaritas board to get signatures of support.

Talked about Dan Kelly's property and the trail being a condition of the PUD, Winter doesn't feel that the township needs to spend time getting a letter of commitment from Dan for that reason.

Discussed the cost of the survey, based on linear feet.

Discussed how getting the survey (app.\$1600) and construction engineering from Bunker Hill along the railroad tracks to Mt. Hope, the cost would be \$13,161, both projects would fit within the cost of the grant. After the survey and construction engineering plans are

complete the township can begin looking for grant money for trail construction.

Motion by Wentzloff, support by Heflin to complete the survey work for Bunker hill to GTTC and the construction engineering from Bunker hill to Mt. Hope to utilize the remaining balance of the 2% grant.

Motion carries.

Kushman update, Julie made contact with the resort to see what the next steps are in trail realignment not utilizing the shores property.

Kushman has reached out to Hick's brothers realty, they own 2 parcels on Deep Water Pt. rd that would connect to the Wentzloff parcel.

TART has a draft RFP for preliminary design for the Elk Rapids section of the trail.

Wentzloff and Clark will be meeting with the Bay Villa association at their next meeting in May, will report back to the committee in June.

Planning next steps -

c. TVC2CHX Trail

Kushman update, Julie made contact with the resort to see what the next steps are in trail realignment not utilizing the shores property.

Kushman has reached out to Hick's brothers realty, they own 2 parcels on Deep Water Pt. rd that would connect to the Wentzloff parcel.

TART has a draft RFP for preliminary design for the Elk Rapids section of the trail.

Wentzloff and Clark will be meeting with the Bay Villa association at their next meeting in May, will report back to the committee in June.

3. Park System Signage- Feringa will be meeting with Valley City signs before the end of January. Leaving on the agenda for February

4. Park Rules

a. Update & Feedback- Smith and Heflin came up with an outline based on what the township has and what other townships have.

Discussion followed about some parks having more rules than others. Rules on hunting within Yuba Nature area were discussed, Jenema is looking into the fire arms issue.

Winter will talk to Jeff Jocks about clarifying language for parking.

Heffner asked about bayside park being closed while construction is underway.

Jenema said that is the intent so that construction flow will go smoothly, signs and letters will go out letting residents know.

G. NEW BUSINESS:

1. None

H. PUBLIC COMMENT Michelle Jacokes- gave an update on the Autumn Olive in Yuba, they are working on removing Autumn Olive on the hill side by hand. They also were out last week mapping possible trail routes.

ADJOURN: Motion by Wentzloff 2nd. By Timmins

Motion carries

Acme Township Parks Ordinance working draft

Section 1. Definitions (language to be added after further committee discussion)

Possible Ordinance Definitions

- Acme Township Parks
- Paths
- Trails
- Litter
- Fireworks
- Camping
- Personal property

Section 2. Prohibited Activities

- Hours
- Hunting is prohibited in all parkland areas other than Yuba Creek Natural Area as long as the hunting activities do not include baiting of game and are in compliance with Michigan DNR regulations.
- Trespass
- Littering of any kind.
- Vandalism or destruction of any public or private property, including the cutting or removal of live vegetation or alteration of land surfaces.
- Commercial and vending activities.
- domestic animals, other than dogs, are not permitted.
- Fires outside of designated charcoal grill areas
- Camping
- Fireworks
- Swimming must be within designated swim areas.
- Storage of personal property is allowed only during designated park hours.
- Dogs must be on a leash no longer than six feet and under the control of a responsible individual.

- Motor Vehicles must be within designated parking areas
- Any activities or operation of equipment that disturbs the quiet, safety, comfort, or repose of a reasonable person of normal sensitivities.
- Any creation of a disturbance by obscene or disorderly conduct.

Section 3. Enforcement / Penalties

Any person who violates any provision of this ordinance shall be responsible for a municipal civil infraction and shall be subject to a fine of not more than \$100.

Each day this ordinance is violated shall be considered a separate violation. Any action taken under this section shall not prevent civil proceedings for abatement or termination of the prohibited activity.

The Township Zoning Administrator, Township Supervisor, authorized Township Parks Employees, Township Manager, and the County Sheriff and his / her deputies are designated as the authorized local officials able to initiate municipal civil infractions directing alleged violators of this ordinance to appear in court.

Section 4. Maps

(Maps yet to be added)

MEMO

TO: ACME TOWNSHIP BOARD

FROM: JEFFREY L. JOCKS, SONDEE, RACINE & DOREN, PLC

DATE: FEBRUARY 9, 2018

RE: AMENDMENT TO PARKS ORDINANCE

I was asked to revise the Parks Ordinance so that the Township can manage parking in its parks. The attached revised Ordinance requires parking to be in designated spots. It also prohibits parking when parks are closed and for purposes other than those directly related to park uses.

The revision also allows the Township to post signs and to tow vehicles that are in violation. In order to issue municipal civil infractions or tow vehicles, the area should be well signed in order to provide notice to vehicle owners.

Please let me know if you have questions.

ACME TOWNSHIP
ORDINANCE NO. ____ OF 2018

ACME TOWNSHIP PARKS ORDINANCE - RESTATED

THE TOWNSHIP OF ACME ORDAINS:

SECTION 1. Purpose of this Ordinance

The purposes of this ordinance are:

- a. To protect the health, safety and welfare of visitors to the Township's parks.
- b. To protect the health, safety and welfare of residents living near the parks.
- c. To meet the Township's responsibility as the trustee of assets held for the present and future benefit of the public.

SECTION 2. Definitions as Used in this Ordinance:

- a. "Facility" means any building, sign, structure, equipment, utility or other improvement in or on any park.
- b. "Park" means any land or facility of any size or shape, including but not limited to linear ways, road ends, and submerged lands, owned by or under the full or partial control of Acme Township, that is used for recreation or held for future recreational use. Parks include areas within the riparian extensions of park boundary lines.
- c. "Paths" means Paths 1, 2, 3 and 4, and Border Avenue, as depicted in the Plat of Woodland Acres. The paths include the beaches within the path boundary lines and the areas within the riparian extensions of those lines.
- d. "Recreation" includes picnicking, swimming, beach activities, hiking, boating, sports, lounging, photography, nature activities, fishing, and similar pursuits.
- e. "Woodland Acres" means the subdivision platted in 1924 from a portion of Fractional Lot 3, and the SW 1/4 of the SE 1/4 and all of Fractional Lot 4, in Sec. 27, T 29 N, R 10 W, Acme Township, Grand Traverse County Michigan.

SECTION 3. General Use Restrictions

The following use restrictions shall be observed in all parks except those with management plans, which shall have their own restrictions:

- a. Hours. No person may be in a park from 30 minutes after sunset to 30 minutes before sunrise. Road ends are open for launching and recovering boats 24 hours per day, and for swimming and wading in designated areas from 30 minutes before sunrise to 30 minutes after sunset. The Township may open gates and facilities at times within its discretion.

- b. Trespass. Users of the parks shall not trespass on adjacent property. Nothing in this section should be interpreted to abrogate the public's right to walk on Great Lakes beaches below the ordinary high water mark, however.
 - c. Litter. Littering the parks or adjacent property is prohibited.
 - d. Vandalism. No person may injure, damage, deface, disturb, or destroy any part of any park or any part of any facility.
 - e. Plants. No person may dig, remove, injure, damage or destroy any tree, flower, shrub, plant or growing thing within any park.
 - f. Animals. No person other than a Township employee may injure, kill, trap, hunt, take, pursue or disturb any animal within any park.
 - g. Fires. Fires are prohibited in all parks except in designated and posted locations.
 - h. Camping. Camping and overnight parking are prohibited in all parks.
 - i. Fireworks. Fireworks are prohibited in all parks.
 - j. Swimming. Swimming and wading are prohibited in all parks except in designated and posted locations.
 - k. Storage. Storing personal property in any park overnight is prohibited.
 - l. Glass. Glass containers are prohibited within the areas of any park, including any water area, used for swimming or beach purposes.
 - m. Alcohol. No person may be intoxicated in any park.
 - n. Noise and conduct. No person may engage in what would appear to a reasonable person to be violent, abusive, excessively loud, boisterous, vulgar, obscene or disorderly conduct.
 - o. Dogs. Dogs and other pets are permitted within parks. All pets must be leashed at all times. The owner of any pet is responsible for cleaning up all solid waste left by the pet.
 - p. Motor vehicles. No person may operate any motorized vehicle in any park except where designated and posted. No person may operate a motorized vehicle in excess of 15 miles per hour in any park, except where designated and posted. Drivers of motorized vehicles shall obey all posted traffic control signs and devices. This section does not prohibit motorized wheelchairs and similar devices.
- No person may park any motorized vehicle in any Park except where designated and posted. No motorized vehicle may be parked or left in any Park at times during which the Park is closed to the public. No motorized vehicle may be parked in any Park except for purposes directly related to use of said Park. The Township may post signs setting out parking regulations in any Park in which the Township determines a sign is necessary. The Township may also post signs stating that a motorized vehicle in violation may be towed and informing the vehicle's owner of the towing company's contact information.
- q. Boats. Trailered boats shall only be launched from designated and posted launching sites. This section does not restrict the launching of kayaks, canoes and similar watercraft.

SECTION 3B. Special Use Restrictions for the Paths in Woodland Acres

The paths in the Woodland Acres subdivision run into Grand Traverse Bay. The paths were dedicated to the public in 1924. As such, the paths are public property under the jurisdiction and control of Acme Township. The general use restrictions in Section 3 of this ordinance shall apply to the paths, except as modified by the following special use restrictions shall be observed on the paths and their riparian extensions:

- a. Hours. The paths may be used 24 hours per day.
- b. Quiet hours. All persons shall observe quiet hours on the paths between the hours of 11 p.m to 7 a.m. Quiet hours shall mean any noise must be kept no louder than normal conversation.
- c. Swimming. Swimming and wading are allowed on the paths.
- d. Motor vehicles. Motorized vehicles are prohibited on the paths. This section shall not be interpreted to prohibit the use of boats on the water of Grand Traverse Bay within the riparian extensions of the paths. This section does not prohibit motorized wheelchairs and similar devices.

SECTION 4. Violations and Penalties

Any person who violates any provision of this ordinance shall be responsible for a municipal civil infraction and shall be subject to a fine of not more than \$100.00. Each day this ordinance is violated shall be considered a separate violation. Any action taken under this section shall not prevent civil proceedings for abatement or termination of the prohibited activity.

SECTION 5. Enforcement Officer

The Township Zoning Administrator, Township Supervisor, authorized Township Parks employees, Township Manager, and the County Sheriff and his/her deputies are designated as the authorized local officials able to initiate municipal civil infraction actions directing alleged violators of this ordinance to appear in court.

SECTION 6. Nuisance Per Se

A violation of this ordinance is a nuisance *per se*.

SECTION 7. Separate Court Action

In addition to enforcing this ordinance through the use of municipal civil infraction proceedings, the Township may initiate proceedings in the circuit court to abate or eliminate the violation.

SECTION 8. Validity of this Ordinance and Other Ordinances

If any portion of this ordinance or any application of it is held invalid, the remaining portions or applications of this Ordinance shall continue to be given effect. All prior ordinances in conflict with this ordinance are repealed and shall have no effect, including the Township's previous parks ordinance and the Acme Township Trespass Ordinance, No. 87-2.

SECTION 9. Management Plans

The general use restrictions of this ordinance shall not apply to any park regulated by a management plan, in which case the use restrictions in the management plans shall control. The use restrictions of the following management plans are incorporated into this ordinance:

- a. Yuba Creek Natural Area

Sections 4 through 8 and 10 of this ordinance shall apply to all parks regulated by a management plan.

SECTION 10. Effective Date

This ordinance shall be effective 30 days after being published in the *Traverse City Record Eagle*.

TOWNSHIP OF ACME

By _____
Jay B. Zollinger, Supervisor

Date: _____

By: _____
Cathy Dye, Clerk

Date: _____



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAUGH
DIRECTOR

July 20, 2015

Mr. Jay Zollinger
Township Supervisor
Acme Township
6042 Acme Road
Williamsburg MI 49690

Dear Mr. Zollinger,

An executed copy of an Agreement between Acme Township and the Michigan Department of Natural Resources (DNR), dated July 20, 2015, and a copy of the Resolution are enclosed for your files. The following documents and information are also enclosed to assist you with the grant process and requirements.

Infrastructure Improvements Checklist

The steps that must be completed per the requirements of the grant process; failure to follow these steps may delay or jeopardize your grant funding.

Vendors/Payees Must Register on the State Vendor File

Instructions on how to register on the state vendor file and sign up to begin receiving payments via electronic fund transfer (EFT).

Reimbursement Request Report and Financial Status Report

To better assist communities and the DNR with tracking expenditures and reimbursement amounts throughout the grant project. These forms are required when requesting reimbursement for a grant project.

Change Order Summary

Lastly, a change order form is to be filled out completely by the City and accompany all change orders. The DNR requires review and approval of all change orders before work is initiated.

If you have any questions, please contact me.

Sincerely,

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

Enclosures



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

July 20, 2015

Waterways Infrastructure Improvements Grant Checklist

The following steps must be completed per the requirements of the grant process. Failure to follow these steps may delay or jeopardize your grant funding:

- The initial step is to send a copy of the proposed *Professional Services Agreement (PSA)*, between the community and the design consultant for the final engineering work, for review and approval per requirements outlined in the Department of Natural Resources (DNR) standard *PSA*. An executed *PSA* is needed before bidding and award of a project.
- Send project contracts (including proposed construction contract), bidding documents, specifications and final engineering drawing plans for review and approval before the project is bid out. *Note:* Change orders also need to be approved by the Parks and Recreation Division prior to the work element in question being initiated.
- Send copies of applicable permits required before project bidding; such as, the Department of Environmental Quality - Water Resource Division, Army Corps of Engineers, and building permits.
- Send a copy of the bid summary, and recommendation of bidder, for DNR review and approval before awarding contract.
- The DNR must be present at preconstruction and punch-list meetings for smaller projects, or present at pre-construction, punch-list meetings, and progress meetings for larger projects. Please give notification at least two weeks in advance of all meetings.
- Send documentation showing approval of the construction work by the engineer/consultant per DNR approved plans and project manual. Grant recipients (not consultants) shall send payment requests (include in writing the amount that is being requested) as per terms of the agreement, Forms PR 4753 – Waterways Grant Project Reimbursement Request Report and PR 4754 – Waterways Grant Project Financial Status Report including copies of canceled checks (front and back), signed construction contract, digital project pictures (on CD), “as built” construction drawings on a CD in an appropriate format, and invoices and an executed Professional Services Agreement.

If you have any questions or need additional information, please contact Paul R. Petersen, Waterways Grant Program Manager, at 517-284-6122, or DNR-Parks and Recreation Division, P.O. Box 30257, Lansing, Michigan 48909-7757.

VENDORS/PAYEES MUST REGISTER ON THE STATE VENDOR FILE TO:

(Updated 3/26/2010)

- Receive payments from the State of Michigan
Payments are issued using a Tax Identification number, (i.e., FEIN or Social Security number) and address/mail code
- Sign up for Electronic Funds Transfer (EFT) – Direct Deposit of the above payments
- View EFT payment detail

How to Register on the State Vendor File

Log onto Contract & Payment Express, (C&PE) at michigan.gov/cpexpress. If you have never accessed C&PE before, review the Welcome Page instructions and then click on 'Go to C&P Express.' On the C&PE Home Page click on 'New Users' and complete the easy-to-follow instructions.

- Registration will require a Tax Identification number (TIN), name, and address information.
- If the password letter has to be directed to a specific person/area other than the name attached to the TIN, enter the information on the address attention line when entering the information.
- As part of the registration process, an IRS W-9 form will be displayed. The form can be submitted electronically unless specifically requested.
- Many other questions may also be answered by clicking on '[FAQs](#)' or 'keywords' at the top of the C&PE Welcome page.
- If you need assistance, contact the OFM Help Desk.

Once registered, a password will be mailed via the U.S. Postal Service the following day. Refrain from accessing C&PE again until you have received your password in the mail, because you could accidentally inactivate your password.

When you receive the password, access C&PE, enter the User ID you created and the password received in the mail. You will be prompted to change the password. Once completed, you can add address information as necessary, sign up to receive your payments via EFT, and view EFT payment detail.

Cannot Enter My Address

If C&PE does not prompt you to enter address information, but instead displays an address, this indicates you are already on our vendor database even though you have not registered on C&PE. If the address is correct, continue to complete the registration. You will be unable to make changes to the address. If the address is incorrect, submit a letter, on business letterhead if possible, explaining the address changes needed. The information can be sent by fax or mail to the OFM Help Desk. (See Information Below)

Forgot User ID and/or Password

If you have forgotten your User ID or password, click on the applicable link below the box used to enter your User ID or password. Once created, the User ID remains the same so if you request your User ID, you will be mailed a copy of the User ID you created the first time you visited C&PE.

To request a password you must know your User ID. If you request a password, a new password will be generated and mailed to you. Refrain from accessing C&PE again until you have received your password in the mail, because you could accidentally inactivate your password. For security reasons, we cannot provide the User ID or password over the phone or through email.

How to Sign up to Begin Receiving Your Payments via EFT (Direct Deposit)

1. Access C&PE, at michigan.gov/cpexpress.
2. Once you are logged in, click on 'Update Registration Details,' click on 'Add Direct Deposit Account' and enter the banking information requested.
3. **Select the addresses/mail codes you would like associated with the bank account and click on 'submit.'**
4. Review the 'Submit Direct Deposit Authorization' form, click on the box at the bottom of the form agreeing to the terms and conditions, and click on 'submit.'

You will be ready to receive payments by EFT in approximately 10 business days.

NOTE: When signing up for direct deposit, if you would like to receive email notification when funds are deposited into your bank account, enter your email address. Many vendors have numerous addresses on the vendor file. To ensure email notification for all payments deposited into your bank account, enter an email address for each active address on your vendor record.

OFM Help Desk Address Information

Mailing address:

State of Michigan
DTMB - Office of Financial Management
P.O. Box 30026
Lansing, MI 48909

Fax Number:

517/373-6458

e-Mail Address:

dmb-vendor@michigan.gov



WATERWAYS GRANT PROJECT REIMBURSEMENT REQUEST REPORT

Issued under authority of Part 741, 1994 PA 451, as amended.

FOR DNR USE ONLY
Grant Project Description
Grant Project Number

Recipient _____

Grant Project Title or Description _____

Grant Percentage Equals _____

Scope	Contract Name	Item Description	Contractor Name	Base Contract Amt.	Approved Change Order	Current Contract Amt (d + e)	Contractor Paid	Percent of Project Completed To Date	Invoice #	Check #	Requested Reimbursement Amount
a	b	c	d	e	f	g	h	i	j	k	
e.g.	Landscaping	Topsoil	Joe Smith	\$10,000.00	\$1,000.00	\$11,000.00	\$2,000.00	40.00%	457	1010	\$1,000.00
TOTALS											

CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete, and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature

Date



Michigan Department of Natural Resources
Parks and Recreation Division

WATERWAYS GRANT PROJECT FINANCIAL STATUS REPORT

Issued under authority of Part 741, 1994 PA 451, as amended

Recipient Name				FOR DNR USE ONLY		
Address				Grant Project Description		
City, State, ZIP				Grant Project Number		
Facility Name						
Period covered by this report				Grant Funding Period (<i>agreement date + 3 years</i>)		
From:		To:		From:		To:
Grant Award Amount	State	Local	Total	Share %	Final Reimbursement Request? <input type="checkbox"/> Yes <input type="checkbox"/> No Date Report Submitted <small>(mm/dd/yyyy)</small>	
1. Initial Amount				State _____		
2. Addendum(s)				Local _____		
3. Total Amount				Total _____		
Transactions	I	II	III			
	Previously	This Report	Cumulative			
	Reported					
a. Total amount expended {Col III must not exceed #3 Total Amount above} (b + c)						
b. Recipient's share of the total amount expended						
c. State's share of the total amount expended {Col. II must equal Total "Requested Reimbursement Amount" from Reimbursement Request Report}						
d. Recipient's share of total anticipated future expenditures						
e. State's share of total anticipated future expenditures						
f. Total amount of anticipated future expenditures (d + e)						
g. Total State share of expenditures for this grant (c + e)						
h. Total State funds awarded (same as #3 State)						
i. Projected State funding surplus (h - g)						
Remarks: Include any explanations deemed necessary. Attach additional sheets if needed.						

I certify to the best of my knowledge and belief that this report is correct and complete, and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature

Date

Typed or Printed Name, Title

()
Telephone



WATERWAYS GRANT-IN-AID PROGRAM CHANGE ORDER SUMMARY

Issued under authority of Part 5, 1994 PA 451, as amended.

Grantee Name _____
 Site Name _____
 Project Name _____
 Contractor Name _____

FOR DNR USE ONLY
Grant Project Number

Are the changes described in this change order within the budget of the waterways grant per the Waterways Grant-in-Aid Agreement? Yes No

DESCRIPTION	STATE GRANT	LOCAL MATCH	TOTALS
Waterways Grant Agreement	_____	_____	_____
Waterways Grant Agreement Addendum (if applicable)	_____	_____	_____
TOTALS	\$ _____	\$ _____	\$ _____

DESCRIPTION*	STATE GRANT	LOCAL MATCH	TOTALS
Original Contract: <input type="checkbox"/> Engineering or <input type="checkbox"/> Construction (check one)	_____	_____	_____
Change Order # _____	_____	_____	_____
Change Order # _____	_____	_____	_____
Change Order # _____	_____	_____	_____
Change Order # _____	_____	_____	_____
Change Order # _____	_____	_____	_____
TOTALS	\$ _____	\$ _____	\$ _____

*Identifies original contract, all previous grant eligible change orders, and current change order under review

Notes (for clarification) _____

The grantee will pay for any project expenses that exceed the waterways grant agreement amount.

Name (print) _____ Signature _____ Date _____

WATERWAYS GRANT AGREEMENT

Boating Access Site Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of July 20, 2015, between the Township of Acme, GRAND TRAVERSE COUNTY, MICHIGAN (the "Township") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Township is an important center of recreational boating activity 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 boat launch improvements at the Saylor Park Boating Access Site (the facilities);

WHEREAS, the Township and Department jointly participated in the engineering study for the preparation of plans and specifications for the facilities; and

WHEREAS, the Department is willing to assist the Township to construct the facilities, which are estimated to cost One Hundred Eighty-two Thousand Nine Hundred Seventy dollars (\$182,970.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Ninety-one Thousand Four Hundred Eighty-five dollars (\$91,485.00).

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 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Ninety-one Thousand Four Hundred Eighty-five dollars (\$91,485.00). 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 routine inspection of the facilities, including all equipment and buildings.

2. The Township shall:

(a) immediately appropriate the sum of Ninety-one Thousand Four Hundred Eighty-five dollars (\$91,485.00) for the project, which represents 50% of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Township.

(b) construct the facilities to the satisfaction of the Department, 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 Chief of the 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 shall 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 annually 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 Michigan State Waterways Commission.

(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 shall be approved by the Department before being constructed.

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

4. Facility improvements are held in perpetuity. Perpetuity is defined as life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The

Township may request release from grant obligations after 20 years from date of last executed grant agreement.

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 the Chief of the 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. 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:

Shawn J. Winter
Shawn J. Winter

Nancy Edgewood
Nancy Edgewood

Paul R. Peterson

Darlene J. Moore

TOWNSHIP OF ACME

By: [Signature]

Title: Acme Township Supervisor

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: [Signature]

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION-#R 2015-31

Upon motion made by Jenema and seconded by Scott the following resolution was adopted: Acme Township 2015-31

"RESOLVED, that the Township of Acme, 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 Ninety-one Thousand Four Hundred Eighty-five dollars (\$91,485.00) to match the Ninety-one Thousand Four Hundred Eighty-five dollars (\$91,485.00) State grant authorized 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 Acme Township Parks Manager 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: Scott, Dye, White, Aukerman, LaPointe, Jenema, Zollinger

The following nay votes were recorded:)

STATE OF MICHIGAN)
)
COUNTY OF GRAND TRAVERSE

I, Cathy Dye, Clerk of the Township of Acme, 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 July 7th 2015 2015.

Dated: 7-8-15

Cathy Dye
Township Clerk

Yuba Creek Natural Area Management Plan

Adopted: November 12, 2002

Prepared by the YCNA Steering Committee:

Bob Carstens
Voss Guntzviller
Dan Hanna
John Heiam
Jason Hullman
Stan Malaski
Matt McDonough
Dan Morrison
John Pulcipher
Ron Reinhold

With Assistance from Township Staff:

Tom Henkel, Parks Superintendent
Sherrin Hood, AICP

Introduction

The Yuba Creek Natural Area is located in Sections 13 and 24 (T28N, R10W), in northern Acme Township. The property is bound by U.S. 31 North to the northwest, Yuba Road to the north, and Bennett Road to the southeast, and encompasses a total of 413 acres. The dominant natural feature of the property is the approximately 5000 linear feet of Yuba Creek that flows through the middle of the Natural Area and the associated riparian wetlands. The remainder of the Natural Area is primarily a mix of shrub-dominated wetlands, upland hardwood forest and abandoned orchard.

Acquisition History

The Yuba Creek Natural Area was identified as a prime site for acquisition by the Grand Traverse Regional Land Conservancy (GTRLC). The property was listed for sale in 1999, including the 413 acre parcel and a 45 acre farm at the southeast corner of the property. On March 14, 2000, GTRLC secured an option on the entire property. Shortly thereafter Acme Township, with the assistance of GTRLC, submitted an application to the Michigan Department of Natural Resources Trust Fund (MNRTF) requesting funding to purchase the 413 acre parcel as a natural area for Acme Township. GTRLC maintained their option on the remaining 45 acres of the property, and re-sold the farm, restricted with a conservation easement, in December of 2001. The MNRTF approved the grant of \$1,576,021.00 for the purchase of the Yuba Creek Natural Area in August, 2000. On December 20, 2002, Acme Township successfully closed on the property, and ownership has been transferred accordingly. A copy of the MNRTF application may be found in Appendix A of this document.

Legal Description

Part of Sections 13 and 24, T28N R10W; beginning at the South ¼ corner of Section 24; thence North 00°17'07" West, 2715.22'; thence North 00°16'09" West, 48.84'; thence South 89°28'43" West, 330'; thence North 00°16'09" West, 2356.69' to the centerline of US 31; thence along the centerline 304.13', along the arc of a 1919.37' radius curve to the left, the chord of which bears North 37°58'49" East, 303.81'; thence leaving the centerline, South 54°10'58" East, 1004.25'; thence North 29°46'25" East, 479.93'; thence North 54°10'58" West, 1010.25' to the centerline of US 31; thence along the centerline North 28°03'01" East, 906.83'; thence 335.40' along the arc of a 716.20' radius curve to the right, the chord of which bears North 41°27'59" East, 332.34'; thence N 54°52'56" East, 121.12'; thence 299.94' along the arc of a 1909.86' radius curve to the left, the chord of which bears North 50°23'00" East, 299.63'; thence North 45°53'03" East, 66.87'; thence 200' along the arc of a 1909.86' radius curve to the right, the chord of which bears North 48°53'03" East, 199.91'; thence North 51°53'03" East, 433.80'; thence 102.71' along the arc of a 3437.75' radius curve to the left, the chord of which bears north 51°01'42" East, 102.71'; thence leaving said centerline South 45°21'14" East, 347.99'; thence North 49°51'26" East, 14.96' to the centerline of Yuba Road; thence along said centerline South 42°17'49" East, 399.48'; thence 541.80'; thence along the arc of a 687.72' radius curve to the right, the chord of which bears South 19°43'39" East, 527.90'; thence South 02°50'32" West, 121.27'; thence South 327.09' along the arc of a 438.17' radius curve to the left, the chord of which bears South 18°32'37" East, 319.55'; thence South 39°55'45" East, 48.23'; thence South 01°31'28" East, 970.02' to the Southeast corner of Section 13; thence South 02°08'30" West, 2698.18'; thence South 00°30'55" West, 826.85'; thence North 88°58'06" West, 1016'; thence South 00°30'55" West, 1929.41'; thence North 88°58'06" West, 1692.64' to the Point of Beginning.

Property Tax I.D.

28-01-224-001-02

Natural Features

The Yuba Creek Natural Area is part of a larger watershed that ultimately drains into the East Arm of the Grand Traverse Bay. The sheer size of the Natural Area protects over a mile of Yuba Creek from intrusion by development. Protection of this sub basin of the Yuba Creek watershed will allow for the natural processes and the interplay of biodiversity to continue mostly undisturbed. This biodiversity

brings with it many recreational opportunities, including habitat and wildlife viewing, hiking, hunting and fishing.

Protection of the riparian corridor and wetlands surrounding the Creek will enhance the habitat for an array of mammals, birds and aquatic life. Yuba Creek itself is a designated trout stream, but has fallen victim to degradation and loss of aquatic habitat. This loss, according to the Michigan Department of Natural Resources, is due to lack of shade, sedimentation and nutrient loading that has accompanied development along Yuba Creek. The protection of over 5,000 feet of the Creek and surrounding wetlands should reduce the rate of further degradation, but enhancement of the aquatic habitat will require active restoration and cooperation with other property owners along the Creek corridor. The upland areas host all sorts of other wildlife, such as white tail deer and ruffed grouse. The relationship of this property to the Petobego State Game Area and East Grand Traverse Bay ensures it will see large numbers of ducks and geese, and the wetland areas provide habitat for songbirds, otter and mink. Other areas of the site provide habitat for raptors, including bald eagles, red tailed hawk, rough-legged hawk, coopers hawk, kestrel and merlin. This diversity of wildlife is what attracts many to the Yuba Creek corridor, and protection of their habitat should be of utmost concern as several species that find homes here are listed on the State's threatened or endangered species lists.

In proximity to a state recognized significant natural area (by the Michigan Natural Features Inventory), the Petobego Pond and Marsh, Yuba Creek will play a much larger role in the protection and enhancement of wildlife habitat in the Grand Traverse region. The entire Marsh and a portion of the Pond are owned by the State of Michigan as part of the Petobego State Game Area. Therefore, the Yuba Creek Natural Area property's significance extends well beyond its boundaries.

Man-made improvements on the property include a brine-pit storage facility and storage building located at the northern end of the property and the remnants of barbed-wire fencing throughout the entire property.

Resource and Habitat Protection and Restoration Strategies

Wetland Protection Area

All of the areas identified on the Management Areas Identification Map (on page 13 of this document) as wetland soils or open water will be considered part of the Wetland Protection Area. These wetland areas include all of the emergent marsh, northern shrub thicket, and cedar swamp, and may include portions of the meadow surrounding these areas.

Goal: Protect the high quality wetland resources of the Natural Area. Sensitive areas of the Natural Area damaged by overuse, or inappropriate use, may need to be closed to the public for protection and rehabilitation.

Objective: Provide for limited public access to these areas. There will be no developed access to the Wetland Protection Area. Given the thick brush and wet conditions, use of this area will likely be limited to hunters, birders, and possibly some winter recreation such as snowshoeing and cross-country skiing.

Objective: Restoration of degraded habitats within the Wetland Protection Area may be initiated to reduce or eradicate invasive exotic species such as reed canary grass and autumn olive. Planting of native species and some control methods (manual or chemical removal or prescribed burns) is likely to be necessary to establish an overstory to effectively shade out the exotic species.

Uplands West of the Creek

Upland areas of the site are found on either side of Yuba Creek. A large upland area is found to the east of the Creek, and another to the west of the Creek, where parking areas and the wildlife viewing area are planned. The habitat located between U.S. 31 and the Yuba Creek valley is predominantly old field/orchard. It is predominantly open and covered with grasses and herbs with scattered shrubs and small trees. Herbs present include goldenrod, spotted knapweed, common milkweed and thistle. Dominant shrubs are ground juniper, Russian-olive and tartarian honeysuckle. Small wooded areas containing aspen, sugar maple, white pine, and ground juniper are found throughout this area. Other trees present include oak, northern cedar, and balsam fir.

Goal: Provide significant areas of high quality upland wildlife habitat to complement the high quality wetlands of the Yuba Creek Natural Area.

Objective: Maintain natural grass lands using advice from biologists and forestry experts. Consult with the Grand Traverse Conservation District and other resources to test the soil and identify a suitable mixture of grasses for wildlife cover.

Objective: Allow the fallow agricultural fields adjacent to US 31 North to reforest.

- Conduct a plant inventory using local resources and experts to develop management parameters for the upland areas. Planting priority should be given to native species.
- Identify and remove highly invasive species such as autumn olive, which might out-compete native species present in these areas.
- Plant a variety of native trees and shrubs so as to create a gradual reforestation along the highway. A clear strip of approximately 75 feet should be maintained to ensure motorists' visibility of wildlife attempting to cross the road. Plant

shrubs beyond the 75 foot strip, with a graduation of plantings to trees working toward the property's interior.

Uplands East of the Creek

Upland areas east of Yuba Creek contain an abandoned apple orchard that is being colonized by a mix of herbaceous weeds, grasses, eastern red-cedar, autumn olive, and in wetter areas, dogwood and northern white-cedar. The uplands east of the Creek should be maintained in its current state, as it currently provides a variety of habitats for birds and other wildlife.

Goal: Maintain the existing diverse habitat to compliment the wetlands adjacent to Yuba Creek.

Objective: Allow for natural succession in the former apple orchard. Invasive exotic species may be removed if deemed necessary.

Objective: Maintain the field along the eastern property line. Mowing or burning should be conducted after August 1. Maintenance during this time ensures that young birds have developed sufficiently to escape the maintenance practice. Maintenance during this time also ensures that the vegetation will be at an acceptable height for ground nesting birds at the beginning of the spring nesting season.

Forested Areas

Recommendations from the Grand Traverse County Forester will be incorporated into this plan and should be closely followed to ensure the longevity and health of the property's existing trees.

Protection of Eagle's Nest

As the bald eagle is listed among the Federal Government's list of threatened species, it is imperative that this feature be closely guarded and protected against outside influences. Eagles are particularly susceptible to human disturbance and can be easily disrupted by nearby activity and noise. Their nesting locations, centrally located amongst the deepest wetland area, indicate their desire to be left alone. For this reason, seasonal information and signage shall be provided throughout the site to alert users to the presence of a nearby eagle's nest. Eagles experience four periods of nesting area sensitivity: 1) The Most Critical Period occurs when the eagles are courting, and are very intolerant of external disturbances. This period may begin as early as one month prior to egg laying; 2) The Moderately Critical Period begins approximately one month prior to the Most Critical Period and continues through four weeks after hatching. During this period, the adult eagles frequently brood and feed their chicks, making this period important for the security of future eagle generations; 3) The Low Critical Period begins when chicks are approximately one month in age and can extend for six weeks after fledging. Adults are more tolerant of external disturbance at this time, but can still be very sensitive, and; 4) The Not Critical Period contains all time not covered under the previously discussed periods. This is the eagle's "off-time" from the nest, where they may or may not be present at the site for disturbance. The highest concern during this time is the disruption of the eagle habitat, as once an eagle nests, they will likely return. In general, the Management Guidelines for Breeding Areas contained in Appendix B shall be followed.

Goal: Maintain a 600 foot buffer from existing nests during the Most Critical, Moderately Critical and Low Critical Periods of sensitivity.

Objective: Seek assistance from local Audubon Societies and the U.S. Fish and Wildlife Service to determine the commencement of each period for a given year. This buffer period may be extended into the Not Critical Period if it is determined that the presence of easily disturbed eagles exists.

Objective: Develop a signage system marking the 600 foot buffer. In cases where the 600 foot boundary falls near a natural demarcation line, such as a stand of trees, that natural boundary should be marked instead. Such signs should be brightly colored to attract attention and should be installed on temporary posts so they can be moved in case the eagle builds a nest in another location.

Goal: As much as possible, high density development should be limited at the perimeter of the property.

Objective: Encourage a slow rate of development around the perimeter of the Natural Area so as to preserve a buffer around the property.

Objective: Restrict construction times to the Low Critical or Not Critical Periods of sensitivity as much as possible.

Goal: Provide signage and notices alerting natural area users to the presence of the eagle habitat and its sensitivity to human contact.

Objective: Provide an informational sign at all access points to educate natural area users to the mating and roosting patterns of the eagle and/or other threatened and endangered species within the natural area. Signage should explain the importance of maintaining a quiet area around nesting areas and habitat.

Water Quality Testing Program

The improvement of Acme Township's ecosystem, including its creeks and wetlands, is a primary goal listed in the Acme Township Master Plan. The Master Plan also calls for water quality monitoring as part of an initiative to develop a set of indicators depicting the state of the Township's natural resources. Protection of Yuba Creek is of paramount importance to the implementation of these goals. Part of that protection includes the need for baseline data regarding the Creek's condition. Water quality data is most important, as it usually provides the first indication of degradation of the Creek itself. It is the township's view that baseline water quality data for the creek and wetlands should be established and a systematic water quality monitoring program should be implemented to ensure degradation of these aquatic resources does not occur.

Goal: Preserve the water quality of Yuba Creek through vigilant monitoring of water quality to protect against illegal discharges into the Yuba Creek and the Natural Area.

Objective: Continue with the current water quality testing program, where seven points on Yuba Creek are tested monthly on the water temperature, dissolved oxygen, conductivity, pH, and total dissolved solids. Continued water quality testing will provide for baseline documentation of the water quality of the swamp, and a point of reference for detecting elevated levels of pollutants.

Objective: Consider expanding the existing water quality testing program to include tests of water flow and nutrient loading. Such additional testing should be conducted on a yearly basis, or if the above tests reveal abnormal readings. Continue to work with the project consultant on periodic analysis of test results.

Objective: Restore the water quality of Yuba Creek to the greatest extent possible. Over time, development activities and other naturally occurring changes to the Creek have degraded the quality of the water so that the trout habitat is significantly diminished. Acme Township should work with the Michigan Department of Environmental Quality (Fisheries

and/or Surface Water Quality Divisions), Ducks Unlimited and Trout Unlimited organizations to determine a plan for the Creek's restoration. Developmental regulations should accompany any restoration project, so as to adequately distance the built environment from the Creek. When possible, point sources of nutrient and sediment loading shall be required to remediate their property and help in the restoration of the Creek and water quality.

Bluebird Boxes / Kestrel Boxes

As an attraction of area residents, bird watching and wildlife viewing are among the uses suggested for the Yuba Creek Natural Area. Efforts to enhance the habitat for birds shall be taken so as to preserve this attraction, and to allow them a refuge from the continually growing region.

Goal: Bluebird boxes should be installed along the meadow edge within the Yuba Creek Valley. Installation of Kestrel boxes within the wet areas should also be considered. The topography and vegetation may prevent the installation of Kestrel boxes throughout the entire property. Nevertheless, an attempt should be made to install them where accessible and appropriate.

Objective: Seek assistance from local Audubon Societies and the U.S. Fish and Wildlife Service to determine where and how many boxes should be installed. Care should be taken in the placement of boxes so as to discourage Natural Area users from approaching an eagle nesting area.

Objective: Work with local organizations, such as the Acme Civic Association or Boy Scouts to provide funding and assistance for the purchase of materials and construction and yearly maintenance of the boxes.

Hunting Access and Seasons

The Yuba Creek Natural Area provides a diversity of high quality hunting experiences. The purpose of this Plan is to maintain these opportunities while limiting the impacts on non-game wildlife and their habitats.

Goal: Provide the general public with high-quality hunting experiences while encouraging responsibility and stewardship in those using the property. Regulations should be minimal, while encouraging responsible hunting practices through suggestions and educational information at access points.

Objective: To the extent possible, the rules established by the State of Michigan for hunting shall be observed. These rules shall be evaluated occasionally, especially if problems occur due to over use of the property.

Objective: Allow hunting during legal seasons as determined by the State of Michigan. Special consideration for the eagles shall be given during their Most Critical, Moderately Critical and Low Critical Periods of sensitivity as described in the "Protection of Eagle's Nest" section of this plan.

Objective: Encourage responsible hunting practices through suggestive signage at access points. Baiting of deer is prohibited, and shall be noted on the signage at the Natural Area access points. Educational information shall be included explaining the risks associated with baiting (i.e. spread of disease) and overuse of the property (i.e. reduced deer population).

Objective: Pre-season training of dogs shall be prohibited. Specific exceptions to this restriction may be granted by the Acme Township Board of Trustees for situations when use of dogs is necessary for wildlife counts or other stewardship practices. Use of hunting dogs

shall be allowed during all legal hunting seasons. If it is found that the use of dogs poses a threat to important wildlife or the property itself, or if excessive trespass onto neighboring private property occurs, this regulation shall be re-evaluated and possibly amended.

Objective: Trapping within the property is allowed, however, not encouraged unless the animal poses a threat to the property. In such cases, the Michigan Trappers Association, or other free trapping service should be used to safely remove harmful animals from the site.

Objective: Use of firearms shall be permitted during legal hunting seasons (as determined by the State of Michigan). Target shooting or use of firearms shall be prohibited during all other times of the year.

Additional Land Preservation

Given the unique quality of Yuba Creek and its surrounding wetlands, further protection of additional undeveloped land around the Creek is critical to the protection of the Creek and of the Yuba Creek Natural Area. Appendix C includes a list of the parcels that are the highest priority for the protection of the watershed. Whether or not the township has any future interest in adding land to the Natural Area, these parcels should be included in the Acme Township Recreation Plan as priorities for long-term protection. Inclusion in the Recreation Plan makes grant funds available to the township, county and state governments for the perpetual protection of these parcels through acquisition, and in some cases, through the purchase of conservation easements. Whenever possible, acquisition of conservation easements on adjacent property shall be sought to reduce protection costs and public impact on the Creek corridor.

Education and Public Outreach

As publicly owned property, the Yuba Creek Natural Area should be used in a way that best utilizes its resources, but still maintains the quality currently found.

Goal: Encourage education through continuing walking tours and educational visits to the site.

Objective: Coordinate with the local conservation groups, such as the Audubon Society and the Grand Traverse Regional Land Conservancy, to develop a schedule for educational walks.

Objective: Extend open invitations to local schools to visit the site for educational purposes. These activities shall be limited to non-critical times as they pertain to protection of wildlife and its habitat.

Goal: Educate the public through newsletters and other publications about the importance of habitat protection and restoration. A well informed public is less likely to abuse the resources than those less educated.

Park Improvement Strategies

Entrances and Parking Areas

In order to provide adequate access to the property, two formal access points shall be developed where limited parking, signage and other improvements will be provided.

Goal: Provide two parking areas to offer access to both the upper and lower elevations of the site.

Objective: A primary entrance shall be provided along U.S. 31 North. This entrance would provide access to the primary parking area and wildlife viewing areas, as this area of the site

is the highest in elevation and will yield the best opportunity for viewing the entire site. Driveway placement shall be located in the safest location, and shall be determined through input from the Michigan Department of Transportation. This location is the preferred access point for the public. They are encouraged to view the property and enjoy the environment, while maintaining some distance from the wildlife habitat and critical natural resources within the lower elevation areas of the site. The parking area shall be adequately set back from the road so as to allow for vegetative screening (see “Uplands West of the Creek”), while maintaining a distance from the ridgeline and viewing area. This will require visitors to park their vehicles and walk to the viewing area, thus discouraging the use of vehicles to explore the property.

Objective: A second entrance should be developed off of Yuba Road at the north end of the property. This entrance would provide access to the proposed walking trails and hunting areas. A small parking area shall be provided, with care to ensure that vehicles can not be driven into the property beyond the parking boundaries.

Objective: Secure these parking areas so as to prevent the use of unauthorized vehicles, as their use may risk the integrity of the resource protection efforts by foraging into wetland or other critical habitat areas.

Signs and Boundary Marking

The entire Yuba Creek Natural Area was surveyed during the MNRTF application process. Existing farm fences were found throughout the site, marking past property or grazing area boundaries. These fences do not follow the property boundary per se, and the possibility of trespass onto neighboring private lands necessitates the need for boundary signage and possibly perimeter fencing.

Goal: The boundaries of the entire Natural Area should be clearly marked at all corners and intermittently along every boundary line with boundary signs or other markers. This should help prevent trespass by identifying the public area boundaries.

Objective: Repair of existing farm fences may be needed to prevent trespass onto private properties. Existing farm fencing throughout the property may remain, unless it is found that it poses some health or safety risk to the public. In addition, if snowmobile and/or off-road vehicle use becomes a problem, the Township may explore the possibility of erecting a fence around the perimeter (or portions thereof) of the property, that does not impede wildlife movement on or across the property. Full fencing of the perimeter is not suggested, as it will create a barrier to the wildlife using the Creek corridor.

Goal: Entrance signs, including an MNRTF Plaque, should be displayed at each Natural Area parking area. Signage should include park rules, especially those that differ from the Township Parks Rules and Regulations Ordinance.

Objective: A sign or other means of recognizing significant donors of money toward the purchase of the property shall be erected at the primary entrance at U.S. 31 North, near the scenic overlook planned on the western ridge of the Yuba Creek Valley.

Goal: Informational signage or kiosks should be erected stating the rules and other pertinent information about the Natural Area.

Objective: Provide special educational signage throughout the year to inform users about certain breeding cycles and mating habits that should be respected, and what areas of the property should be avoided altogether.

Objective: Notices of hunting seasons and regulations shall be posted for the benefit of all natural area users. Signage shall notify users of the fact that the YCNA is a multi-use property with hikers, wildlife viewers, hunters frequenting the property. All users will be encouraged to wear blaze orange during hunting seasons for visibility and safety reasons.

Existing Improvements

Few existing improvements are found within the Natural Area. Historic use of the property included a homesite, which has been excluded from the Natural Area and sold separately, various fencing and a storage facility with fruit storage pits located on the northern end of the property. The existing fencing is currently being removed for safety purposes, and to encourage better wildlife mobility throughout the site.

Goal: Encourage limited use of the property in keeping with the quiet, undisturbed character of the Natural Area.

Objective: The existing storage facility and surrounding area at the northern end of the property shall be used as deemed appropriate by the Township Board of Trustees. The existing storage pits should be removed and excavated to a more subtle grade to eliminate any safety hazards. The existing storage building may be used as an interpretive or educational center in concert with the stewardship principles that are encouraged throughout this Plan.

Trails

As stated in the grant application to the Michigan Department of Natural Resources Trust Fund, a trail will be provided within the property.

Goal: One trail will be maintained on the west side of Yuba Creek, through the relatively flat meadow land adjacent to Yuba Creek.

Objective: This trail shall be located through the center of the meadow so as to maintain a distance from bird and wildlife habitat often found in the shrubs and vegetation on the hillside and near Yuba Creek. It shall be mowed only, until such time as the Township Board of Trustees deems additional maintenance necessary. Frequency of mowing shall be dependant upon weather and soil productivity.

Objective: Wheeled vehicles, both motorized and non-motorized, with the exception of authorized maintenance equipment, shall be prohibited within the Natural Area. Wheelchair use shall be allowed; however, no ramps or paved trails will be provided at this time. It is anticipated that all handicap use of the Yuba Creek Natural Area will be primarily from the entrance off of US 31 North on the west side of the creek, where they can view the entire property from one vantage point.

Natural Area Viewing Area

The upland area west of Yuba Creek provides the highest ground of the entire property, lending itself nicely to an overlook improvement. From the west side, one can view the entire Natural Area, including the 5,000+ feet of Yuba Creek and the eagle's nests.

Goal: Provide a viewing area at the west side of Yuba Creek.

Objective: This viewing area should be sufficiently set back from U.S. 31 North and any parking areas so as to mitigate any road traffic and allow for the best views of the site.

Objective: Cooperate with local community groups, such as the Acme Civic Association or the Concerned Citizens of Acme Township to share resources for the development of an overlook and pathway from the parking areas.

Public Use

Rules for Public Use

Leashed dogs, under the control of their owner, shall be permitted along the walking trails. Unleashed dogs and those in areas other than the walking trails shall be prohibited, except for dogs used in conjunction with legal hunting practices, during legal hunting seasons, and in compliance with the Grand Traverse County Leash Law.

Hunting Regulations

Hunting Regulations at the Yuba Creek Natural Area shall generally follow those set forth by the State of Michigan Department of Natural Resources for State land, with the following specific restrictions:

- Baiting shall be prohibited.
- Construction of permanent blinds or other structures is prohibited.
- Cutting or removal of live vegetation in the Natural Area is prohibited.

Conclusion

This plan is meant to serve as starting point for the management of the Yuba Creek Natural Area. For the next few years, the guidelines set forth in this plan should be reviewed periodically and modified as necessary to produce a more thorough and appropriate document to govern Acme Township's management of the Property. Once the plan has been adjusted accordingly, periodic reviews every 3-5 years should be sufficient. Although this plan is meant to be as exhaustive as possible, it must be recognized that not all management situations that may arise can be anticipated. In adopting this plan, Acme Township reserves the right to deviate from the plan, when necessary, to accommodate any extenuating circumstances that are not adequately covered by the plan.

Management Areas Identification Map

Appendix A

Michigan Natural Resources MNRTF Grant Application For the Yuba Creek Natural Area

Appendix B

Management Guidelines for Breeding Areas

Appendix C

List of Priority Conservation Parcels

Parcels North of the Natural Area:

2801-009-009-00	86.33	CAP Farms, Inc.
2801-009-013-00	74.00	Peter Morrison
2801-009-014-00	6.78	Timothy & Margaret Bruen
2801-009-017-00	1.00	Daniel & Linda Morrison
2801-009-018-00	8.50	Rose Mary Cook
2801-213-009-00	5.55	Eugene and Shirley Lewis
2801-213-019-00	16.30	Steven Davis

Parcels South of the Natural Area:

2801-224-028-00	40.00	John & Georgia Pulcipher
2801-225-001-00	25.00	Helen Maitland
2801-225-002-00	15.00	Frank Miller/Herbert Miller
2801-225-003-00	40.00	Robert & Harriet Batson/James Batson
2801-225-004-00	40.00	Sal Sabrocca
2801-225-007-00	40.00	John Pulcipher
2801-225-009-00	80.00	Cherries R Da Berries II, LLC (eastern ½)
2801-225-010-00	40.00	Kurt & Edith Ziebart (eastern ½)
2801-225-011-00	40.00	Robert & Kathleen Garvey (eastern ½)
2801-225-012-01	67.50	Cherries R Us, Inc. (eastern ¼)
2801-225-016-00	9.00	John & Mary Kennedy
2801-225-017-00	0.63	Charles & Elizabeth Starks
2801-236-001-00	68.00	Walter Wistrand
2801-236-002-01	64.00	Janice Marnett
2801-236-011-00	40.00	KSL Grand Traverse Land, LLC
2801-236-012-01	107.30	Traverse Bay RV Park (northern ¼)
2801-236-016-00	9.17	Alfred Sievers
2801-236-018-00	26.00	Alfred Sievers