

# Leelanau County Parks and Recreation Commission

Regular Session – Wednesday, April 5, 2023, 3:15 p.m.

Leelanau County Government Center, Suttons Bay, Michigan

<https://www.leelanau.gov/meetingdetails.asp?MAId=2500>

(Please silence all extraneous cellular/electronic devices)

*(Proceedings of the meeting are being recorded and are not the official record of the meeting.*

*The formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

## Tentative Agenda

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Agenda Additions/Deletions

Page No.

Action Items:

**1. Approval of Minutes –**

- |                                      |      |
|--------------------------------------|------|
| a. February 1, 2023, Regular Session | 2-5  |
| b. March 1, 2023, Regular Session    | 6-10 |

**2. Approval of Financials**

- |                           |       |
|---------------------------|-------|
| a. March Parks Financials | 11-13 |
|---------------------------|-------|

**3. Poor Farm Barn Lease Clarification/Discussion.** 14-26

**4. Maple Valley Nursing Home Agreement to Grant License Update.** 27-34

**5. Capital Improvement Program (CIP) Submissions Review.** 35-70

**6. Grand Traverse Band of Ottawa & Chippewa Indians 2% Allocation Program Update.**

**7. Committee Reports and Recommendations –**

- |                                           |  |
|-------------------------------------------|--|
| a. Myles Kimmerly Park Committee          |  |
| b. Old Settlers Park Committee            |  |
| i. Lanham Donation Update/Recommendation. |  |
| c. Veronica Valley Park Committee         |  |

Public Comment

Commissioner Comments

Chairperson Comments

Adjournment

## Leelanau County Parks and Recreation Commission

Regular Session – Wednesday, February 1, 2023, 3:15 p.m.

### Tentative Minutes – Meeting Recorded

Leelanau County Government Center, Suttons Bay, Michigan

<https://www.leelanau.gov/meetingdetails.asp?MAId=2481>

In Chairman Noonan’s absence, Vice-Chairman Barrons called to order the meeting of the Leelanau County Parks and Recreation Commission at 3:00 p.m.

Barrons led the “Pledge of Allegiance.”

Roll Call:  
John Arens (*absent/prior notice*)  
Dave Barrons, *Vice-Chairman*  
Steve Christensen  
Don Frerichs  
Charles Godbout  
Melinda Lautner, *present at 3:02 p.m.*  
Casey Noonan, *Chairman (absent/prior notice)*  
John Popa  
Kama Ross  
F. Jon Walter

Staff Present:  
Laurel Evans, Executive Assistant  
W. Scott Bradley, Maintenance Worker

No guests present.

Public Comment:  
None.

#### Agenda Additions/Deletions:

**Motion by Christensen to approve the agenda, as presented. Seconded by Godbout.**

Discussion – None.

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent – 2 (Arens, Noonan) Motion Passes.**

#### Action Items:

##### Approval of Minutes –

##### December 7, 2022, Regular Session:

**Motion by Walter to approve the December 7, 2022, Regular Session minutes, as submitted.**

**Seconded by Christensen.**

Discussion – None.

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent – 2 (Arens, Noonan) Motion Passes.**

January 4, 2023, Organizational Session:

**Motion by Popa to approve the January 4, 2023, Organizational Session minutes, as submitted. Seconded by Ross.**

Discussion – None.

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent – 2 (Arens, Noonan)**

**Motion Passes.**

January 4, 2023, Regular Session:

**Motion by Christensen to approve the January 4, 2023 Regular Session minutes, as submitted. Seconded by Lautner.**

Discussion – None.

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent – 2 (Arens, Noonan)**

**Motion Passes.**

Approval of Financials:

**Motion by Lautner to approve the Transaction History Report dated January 1, 2023, through January 31, 2023. Seconded by Popa.**

Discussion – Bradley reported that \$190,000.00 was approved for the 2023 budget with \$6,600.00 in expenditures so far in 2023.

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent – 2 (Arens, Noonan)**

**Motion Passes.**

Review of FY 2023 Advertising, Leelanau Enterprise:

**Motion by Popa to approve advertising in the *Leelanau Enterprise* per the email dated January 4, 2023, from Nevin Ruiter to Laurel Evans with advertising rates listed, as follows: Visitor's Guide: Half Page – Full Color Early Bird \$670/\$720; Color Tour: Half Page – Full Color Early Bird \$500/\$532. Seconded by Christensen.**

Discussion – Christensen said he thought the price for advertising in the *Leelanau Enterprise* was a good deal given the amount of coverage it provided. Frerichs reminded the group of a previous discussion to add new photos to this year's publications. Christensen, Barrons, and Bradley will check their collection of photos for possible options.

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent – 2 (Arens, Noonan)**

**Motion Passes.**

Committee Reports and Recommendations –

Myles Kimmerly Park Committee. Frerichs reported that the committee is working on updating the park plan and reprioritizing projects. He added that the \$190,000.00 Capital Outlay request to pave the (proposed) loop trail was not approved in the 2023 budget. Lautner stated she highly supported paving the loop trail and was not ready to give up on the project, noting there was still outstanding American Rescue Plan (ARP) monies to consider.

Old Settlers Park Committee. Lautner said she had nothing to report, adding her committee will be setting a date for a meeting in the coming weeks and will report back after that meeting.

Veronica Valley Park Committee. Barrons reported that there has been no progress in capturing the beavers in the ponds. Because of an injury, Trapper Ron has been unable to work on the project. It was turned over to Don Clark, but to date nothing has been done. Popa said he and Barrons would call Clark following today’s meeting. Barron’s said a response letter of interest was returned to the Lake Leelanau Lake Association (LLLA) stating that the Veronica Valley Park Committee was interested in working with the LLLA regarding education and control of invasive weeds in the ponds at the park. Barrons plans to coordinate an on-site walkaround with techs from Savin Lake Services and Ron Remick (Lake Biologist with LLLA) to determine a plan of action before Kids’ Fish Day in June. Barrons anticipates a \$2,500.00 expenditure to Savin Lake Services for a contract for herbicidal spray treatments to control weeds in the ponds. Barrons is also researching signage and opportunities (Kids’ Fish Day) to educate to the public on ways to mitigate cross-contamination in the ponds.

Parks Bylaws Review:

Lautner inquired about Section 2.2.1.b. “Arrange for County staff to act as a recording secretary and record and take minutes for the commission.” She said this does not reflect “what we do.” Evans explained that the Temporary Office Assistant who is currently serving as recording secretary for the Parks Commission is a county staff person, so the statement is consistent with what is being done. Lautner did not understand why “everybody else gets minutes but we cover them out of our budget.” Lautner also questioned the wording under 2.3.c. regarding acquiring property. Godbout also agreed the wording was unclear. Lautner said the Board of Commissioners has the authority around acquisition of property, but not the Parks Commission. Regarding Section 8.2 about designation of a Parks and Recreation Volunteer Coordinator, Lautner wondered who was this volunteer? Lautner suggested that Section 6.5 – Committees, should expound more on what the committees do. For example, the committees make recommendations to the full Parks Commission. Evans said she would create a red-lined document to share with the group before she emails their suggestions to council for guidance.

Public Comment:

Evans asked the group to accept the evites for upcoming meetings that she sent out.

Commissioner Comments:

Lautner stated that she will be absent for the March meeting. Bradley said he would also be absent.

Chairperson Comments:

None.

Adjournment:

**Motion by Christensen to adjourn. Seconded by Lautner.**

**Ayes – 8 (Barrons, Christensen, Frerichs, Godbout, Lautner, Popa, Ross, Walter)**

**No – 0 Absent –2 (Arens, Noonan)**

**Motion Passes.**

With no further business to come before the Commission, the meeting adjourned to the call of Vice-Chair Barrons at 4:02 p.m.

Respectfully submitted,

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Lori Eubanks, Recording Secretary

## Leelanau County Parks and Recreation Commission

Regular Session – Wednesday, March 1, 2023, 3:15 p.m.

### Tentative Minutes – Meeting Recorded

Leelanau County Government Center, Suttons Bay, Michigan

<https://www.leelanau.gov/meetingdetails.asp?MAId=2488>

The meeting of the Leelanau County Parks and Recreation Commission was called to order by Chairman Casey Noonan at 3:15 p.m.

Chairman Noonan led the “Pledge of Allegiance.”

Roll Call:  
John Arens, *(Absent, Prior Notice)*  
Dave Barrons, *Vice-Chairman*  
Steve Christensen *(3:21 p.m. Arrival)*  
Don Frerichs  
Charles Godbout  
Melinda Lautner *(Absent)*  
Casey Noonan, *Chairman*  
John Popa  
Kama Ross  
F. Jon Walter

Staff Present: Laurel Evans, Executive Assistant

#### Public Comment:

Evans advised the group that if there was interest in applying for funding from the Grand Traverse Band of Ottawa & Chippewa Indians 2 percent allocation program, the request needs to come through the April Parks and Recreation Commission’s regular session prior to submission at the May County board meeting.

#### Agenda Additions/Deletions:

**Motion by Godbout to approve the agenda, as presented. Seconded by Barrons.**

Discussion – None.

**Ayes – 7 (Godbout, Noonan, Popa, Ross, Walter, Barrons, Frerichs)**

**No – 0 Absent – 3 (Arens, Christensen, Lautner)**

**Motion Passes.**

#### Action Items:

##### Approval of Financials

- Transaction History Listing Report: February 1, 2023 – February 28, 2023
- Revenue & Expense Reports: Period Ending February 28, 2023

**Motion by Popa to approve the financials, as presented. Seconded by Walter.**

Discussion – Frerichs commented that the amount of money budgeted for the Parks & Recreation Commission’s capital outlay is too little. He would like that “looked at.” Noonan

responded every year that he has served on the Parks and Rec board, they have requested more money.

**Ayes – 7 (Barrons, Frerichs, Godbout, Noonan, Popa, Ross, Walter)**

**No – 0 Absent – 3 (Arens, Christensen, Lautner)**

**Motion Passes.**

Capital Improvement Program (CIP) Review:

Godbout shared a spreadsheet he created showing the capital outlay budget versus Capital Improvement Projects (CIP). He pointed out that there is \$55,000.00 budgeted for the Parks and Recreation Commission in 2023 and \$515,000.00 worth of projects. He suggested breaking out large, combined projects into smaller projects to aid in prioritization. Frerichs pointed out that there was nothing submitted to the CIP for the cost to cleanup debris at Myles Kimmerly after a storm. Evans explained that in that instance, it was an emergency situation that allowed the project to bypass the CIP. Godbout asked that each committee submit new CIP projects for the next five years. He said there were currently no projects in the CIP for the next five years at Old Settlers Park and thought the gazebo should be added. Evans suggested informing Planning and Community Development Director Trudy Galla in case more time is needed to submit their CIP projects. She added that she would include this topic on future agendas until the CIP accurately reflected all projects. Noonan reminded the group that the Parks and Recreation Commission needs to approve all CIP projects before submission to Ms. Galla.

(Christensen arrived here.)

Committee Reports and Recommendations:

Myles Kimmerly Park Committee – Frerichs reported his committee has not yet completed prioritization of projects for the park's five-year plan. Christensen gave an update on gathering proposals for the service of updating the park's five-year plan. Three proposals were received, with all under \$5,000.00; however, because one of the proposals was more detailed and under \$5,000.00, the committee chose to recommend Gosling Czubak Engineering Services, Inc., to perform the work. Kevin Krogulecki, P.L.A. (Landscape Architect) who was present, had also prepared the proposal, which is dated February 27, 2023.

Krogulecki reviewed the scope of work which includes:

- Incorporating the current plan mark-up into the new plan;
- Performing one site visit to review proposed improvements;
- Participating in one meeting to finalize the master plan; and
- Developing an updated rendering.

Proposed Start/End Dates: April 1, 2023; May 31, 2023; the total fee to provide these services is \$4,700.00.

Discussion ensued about options for gathering public input. Frerichs explained that the public would be invited to speak at a Parks and Recreation Commission regular session and input would also be gathered via a Quick Response (QR) code posted at the park. Popa requested removal of the words "closed session" in the third bullet under the paragraph captioned,

“Conceptual Master Plan Layout Update” of the proposal. Christensen recommended replacing the words with “as per normal meeting procedures.” Evans reminded the group that a recommendation to the County Board of Commissioners was the first order of business and adding “pending counsel review” to the motion would cover the change in wording. Popa requested the date of the proposal be referenced in the motion.

**Motion by Popa that the Parks and Recreation Commission recommends to the Leelanau County Board of Commissioners to approve the February 27, 2023, proposal from Gosling Czubak Engineering Services, Inc., to prepare a conceptual master plan of Myles Kimmerly Park, as presented, pending counsel review and approval. Seconded by Frerichs.**

Discussion – None.

**Ayes – 7 (Barrons, Christensen, Frerichs, Godbout, Noonan, Popa, Ross, Walter)**

**No – 0 Absent – 3 (Arens, Lautner)**

**Motion Passes.**

Steve Stier, of Empire Township, President of the Leelanau County Historic Preservation Society (LCHPS) and Chairman of the joint Barn Use Committee, discussed the 25-year lease between Leelanau County and LCHPS, Section 1.d. regarding creation of a Barn Use Committee and usage of the Poor Farm Barn. He said the Barn Use Committee met on February 16, 2023, and made the following request to the Myles Kimmerly Park Committee, on February (28); that committee approved this request, so... do you want me to read this on behalf of the Myles Kimmerly Park Committee? Evans clarified, the MKP Committee approved a recommendation? Stier affirmed. Stier than stated, “The Myles Kimmerly Park Committee requests that the Leelanau County Parks Commission forward a request to the Leelanau County Board of Commissioners that they consummate our collaborative partnership as required in the lease by commitment to funding the Barn Use Committee as equal financial partners, going forward.” Chairman Noonan asked, does this mean we split the cost of everything moving forward? Stier responded, that’s what it sounds like. Brief comments from Frerichs. **(Clerk’s Note: For clarification purposes, the actual language of the action taken by the Myles Kimmerly Park Committee during its February 28, 2023, session is as follows: *The consensus was to move the agreement as an update to the Parks and Recreation Commission’s regular session slated for the following day, March 1, 2023.*)**

Evans recommended first talking with the County Administrator and to counsel for guidance on the recommendation. Discussion ensued on how parks funds are spread out over the three parks, depending on the size of the projects. Stier noted the Society has been able to obtain grants to improve the Barn on behalf of the Commission. Frerichs inquired and Stier responded that (his group has spent) \$85,000 so far on renovating the Poor Farm Barn. Noonan commented he was not against the recommendation; however, he wanted to wait to have it clarified where obligations stand. Stier explained that an architect has already been retained to draw up a scope of work needed to apply for a building permit to bring the barn up to code so that the public can legally enter the barn. Frerichs commented that the Poor Farm Barn lease was no different than the 4H lease which is also in the park, and felt the County had some obligation to support the barn. Popa opined that because there would be ongoing maintenance and expenses tied to the Poor Farm Barn, and to track those expenses, there should be a



separate budget line item for the barn and this should be recommended to the County Board. Christensen concurred. Noonan said, though it states otherwise in the lease, he did not think it was the County's intention to take on a financial obligation when the County leased the barn to LCHPS.

Ross asked if they could have the information from the architect prior to commencement of the budget process to help justify any requests for financial support for the Poor Farm Barn. Stier estimated two to six weeks before he would hear from the architects. Frerichs reiterated that the budgeted \$55,000.00 for the parks was "pitiful" and thought the Parks Commission should be more vocal about the lack of funding. Ross said she would broach the topic at the upcoming County board meeting. This item was tabled pending guidance from the County Administrator and counsel.

Godbout inquired about projects covered in the \$55,000.00 budgeted for the parks for 2023. Evans said she would provide a copy of the list of projects at the next meeting. Godbout explained about the hierarchy of the Master Plan versus the CIP versus the budget. He said the Master Plan is vision for future project and they go into CIP with dollar amounts; the budget looks at CIP and cash flow. Noonan said the County does not work that way. Discussion wrapped with questions about hiring a grant writer - where to find one and how much it would cost.

Old Settlers Park Committee – Godbout reported on the February 14, 2023, committee meeting where they prioritized projects for the park. He said refurbishment of the gazebo is the top priority including repairing or replacing the roof; installing vinyl cladding rather than painting the existing wood cladding; replacing the stairs with composite wood stairs; refinishing the deck; and replacing the wood lattice with a vinyl lattice. Godbout estimated a cost of \$20,000.00 to \$30,000.00 for the repairs. Noonan said he would ask his neighbor about installing cedar roofing. Ross mentioned the Preserve Historic Sleeping Bear group might be a resource for cedar roofing. Christensen mentioned \$10,000.00 might be available since it will no longer be needed for dock sections. (Bradley had determined they did not need to be replaced.) Godbout mentioned the parking areas that need to be added. Christensen said the parking project could easily be done in 2023 because it is "shovel-ready." Godbout added that the second priority was repairing the stairs at the end of the dock, and third priority was power washing the chapel and the pit toilet.

Veronica Valley Park – Barrons reported that priorities have not yet been addressed for Veronica Valley, though there is money for portable toilets. Barrons referenced a handout/rendering of Plan "D" ([https://www.leelanau.gov/downloads/pages\\_from\\_03012023\\_vvpcomm\\_pkt.pdf](https://www.leelanau.gov/downloads/pages_from_03012023_vvpcomm_pkt.pdf)) for the parking lot because he said what happens with the placement of the portable toilets depends on the long-term plan for the parking lot. Barrons advised the group that Plan D is the safest design and said it is what the committee is heading towards in lining up priorities in 2023 and 2024.

Barrons had no beaver update. He said Bradley tore apart the upper dam and that Bradley saw truck tracks, so it is presumed that Don Clark has done something, but he had no other information.

Barrons said that at the February 7, 2023, Veronica Valley Park Committee meeting, a recommendation was made to accept Savin Lake Services to spray the ponds for weeds, but they are not going to present that recommendation today, because they are questioning if the service is needed. Barrons said that Heather Hettinger, Michigan Department of Natural Resources Fisheries Biologist, has suggested spot treatment using pellets and, because Bradley is a licensed applicator, he could treat the ponds. Now the committee is considering managing the pond weeds without Savin Lake Services. He added that Hettinger will attend the April Parks Commission meeting and provide input. He added that in the meantime, he will continue to coordinate with Lake Leelanau Lake Association and their offer to coordinate efforts on milfoil eradication in the watersheds.

Barrons reported that replacement trees are being ordered for trees that were lost in the enclosures at the park. Conservation District Resource Specialist Tom Adams will purchase about 60 new trees. Barrons said he will coordinate with Ross to gather volunteers to help plant the seedlings which will happen sometime in May (2023).

Public Comment:

Steve Stier. Stier inquired about the timeline to return to the issue regarding joint financial partnership with the County for the Poor Farm Barn. Noonan gave no date certain and said it was pending review of the contract by counsel and the County Administrator.

Commissioner Comments:

None.

Chairperson Comments:

None.

Adjournment:

**Motion to adjourn by Godbout. Seconded by Christensen.**

**Ayes – 7 (Godbout, Noonan, Popa, Ross, Walter, Barrons, Christensen, Frerichs)**

**No – 0 Absent – 3 (Arens, Lautner)**

**Motion Passes.**

The meeting adjourned to the call of Chairman Noonan at 4:21 p.m.

Respectfully submitted:

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Lori Eubanks, Recording Secretary

**REVENUE & EXPENSE REPORT - CURRENT**

Fund 101 General Fund

County of Leelanau

Department 850756 Parks & Recreation

Period Ending Date: March 31, 2023

Account Number	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Account Name				
<b>Fund 101 General Fund</b>				
<b>Fiscal Year 2023</b>				
<b>Expenses</b>				
850756-702.000 Overtime	0.00	0.00	1,500.00	0.00%
850756-703.000 Salaries	0.00	0.00	35,254.00	0.00%
850756-703.001 Temporary Office Assistant	1,027.21	1,238.20	2,000.00	61.91%
850756-703.006 Salaries -non-work holiday	0.00	0.00	568.00	0.00%
850756-704.000 Per Diem	320.00	400.00	2,800.00	14.29%
850756-717.000 Social Security	116.10	141.34	3,184.00	4.44%
850756-718.000 Hospitalization	0.00	1,782.50	7,130.00	25.00%
850756-719.000 Retirement	0.00	304.86	2,107.00	14.47%
850756-720.000 Life Insurance/Disability	0.00	0.00	579.00	0.00%
850756-727.000 Office/Operating Supplies	0.00	0.00	9,500.00	0.00%
850756-742.000 Uniforms	0.00	0.00	400.00	0.00%
850756-743.000 Gas/Oil	0.00	0.00	2,500.00	0.00%
850756-775.000 Repair and Maintenance	0.00	4,683.48	30,000.00	15.61%
850756-801.000 Contractual Services	32.51	409.67	18,000.00	2.28%
850756-807.000 Membership Dues and Fees	0.00	646.80	100.00	646.80%
850756-850.000 Telephone	52.39	157.17	400.00	39.29%
850756-850.001 Telephone - Cell phone	0.00	0.00	294.00	0.00%
850756-860.000 Travel	0.00	0.00	70.00	0.00%
850756-860.001 Taxable Travel	170.32	220.10	1,500.00	14.67%
850756-900.000 Printing and Publishing	0.00	89.65	1,200.00	7.47%
850756-920.000 Utilities (Light-Oil)	19.50	557.81	4,000.00	13.95%
850756-940.000 Rental	0.00	0.00	1,500.00	0.00%
850756-942.000 Copy Machine Charges (Rental)	0.00	0.00	30.00	0.00%
850756-970.000 Capital Outlay	0.00	0.00	55,000.00	0.00%
850756-970.010 Capital Outlay under \$5,000.00	0.00	0.00	4,000.00	0.00%
<b>Expenses Total</b>	<b>1,738.03</b>	<b>10,631.58</b>	<b>183,616.00</b>	<b>5.79%</b>
	<b>1,738.03</b>	<b>10,631.58</b>	<b>183,616.00</b>	<b>5.79%</b>
<b>Expenses Fund Total</b>	<b>1,738.03</b>	<b>10,631.58</b>	<b>183,616.00</b>	<b>5.79%</b>

Not final

**REVENUE & EXPENSE REPORT - CURRENT**

Fund 101 General Fund

County of Leelanau

Department 850756 Parks & Recreation

Period Ending Date: March 31, 2023

Account Number	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Account Name				
Net (Rev/Exp)	1,738.03	10,631.58	183,616.00	
Beginning/Adjusted Balance				
7,767,094.19	+	1,103,993.92	-	3,949,971.73
			=	4,921,116.38
Grand Total for Expenses	1,738.03	10,631.58	183,616.00	
Grand Total Net Rev/Exp	1,738.03	10,631.58	183,616.00	5.79%

Not final

# Transaction History Listing Report

8:53 AM

County of Leelanau

**Account Balance Transactions**

Date Range: March 1, 2023 Thru March 31, 2023

**Fund:** 101 General Fund  
**Department:** 850756 Parks & Recreation

Date	SRC	Batch	Operator	Ref #	Description	Debits	Credits
<b>Account:</b> 850756-719.000			<b>Retirement</b>		<b>Dept: Parks &amp; Recreation</b>		
3/1/2023	AP	24184	CLH	62532	VOID ACH# 62532		3.28
<b>Total Retirement Transactions for March:</b>						0.00	3.28
<b>Period Retirement Totals</b>						0.00	3.28
<b>Account:</b> 850756-801.000			<b>Contractual Services</b>		<b>Dept: Parks &amp; Recreation</b>		
3/1/2023	AP	24192	CMK	20230228	GFL ENVIRONMENTAL	32.51	
<b>Total Contractual Services Transactions for March:</b>						32.51	0.00
<b>Period Contractual Services Totals</b>						32.51	0.00
<b>Account:</b> 850756-850.000			<b>Telephone</b>		<b>Dept: Parks &amp; Recreation</b>		
3/13/2023	AP	24211	CMK	20230313	BRIGHTSPEED	52.39	
<b>Total Telephone Transactions for March:</b>						52.39	0.00
<b>Period Telephone Totals</b>						52.39	0.00
<b>Account:</b> 850756-920.000			<b>Utilities (Light-Oil)</b>		<b>Dept: Parks &amp; Recreation</b>		
3/22/2023	AP	24211	CMK	20230322	CHERRYLAND ELECTRIC COOPERATIV	19.50	
<b>Total Utilities (Light-Oil) Transactions for March:</b>						19.50	0.00
<b>Period Utilities (Light-Oil) Totals</b>						19.50	0.00
<b>Grand Totals</b>						<b>104.40</b>	<b>3.28</b>

\* Indicates Prior Year Transactions

Operator: CMK

**From:** [Matt Nordfjord](#)  
**To:** [Laurel Evans](#); [Gwen Kamm](#); [Nicole Moles](#)  
**Cc:** [Dave Stoker](#)  
**Subject:** RE: Clarification request, LCHPS lease agreement  
**Date:** Friday, March 31, 2023 4:03:23 PM

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Hi Laurel –

Two things:

1. The “INTENT” section at the start of the agreement is a non-binding recital of what the parties intend to happen.
  - a. Also, the highlighted portion does not address financial contributions by the County. To the contrary, the intent is that the Lessee (Historical Society) “shall rehabilitate and maintain all historical structures...” This is the opposite of what Mr. Stier contends.
  - b. The “shall collaborate” relates to incorporating the historical structures into the County park system during and at the end of the lease.
2. The operative and binding terms of the Agreement start with section “I. DEMISE, DESCRIPTION, USE, TERM, AND RENTAL”
  - a. Sections V. Utilities, VII. Maintenance and Repairs and VIII. Improvements are all obligations of Lessee (Historical Society).
    - i. The improvements then revert to and become the property of the Lessor (County) at the end of the lease.

There is nothing in this Lease that requires the County to pay for anything other than property insurance.

--

Matt Nordfjord, Shareholder  
Cohl, Stoker & Toskey, PC  
601 N Capitol Ave.  
Lansing, MI 48933  
Ph: [\(517\) 372-9000](tel:5173729000)  
Fax: [\(517\) 372-1026](tel:5173721026)

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**From:** Laurel Evans <levans@leelanau.gov>  
**Sent:** Friday, March 31, 2023 3:30 PM  
**To:** Gwen Kamm <gkamm@cstmlaw.com>; Nicole Moles <nmoles@cstmlaw.com>  
**Subject:** Clarification request, LCHPS lease agreement

Gwen and Nicole,

We had an informal discussion with Steve Stier, president of the Leelanau County Historic Preservation Society, relative to finances. I have attached a copy of the agreement that was approved by both the County and the Society in 2018.

Mr. Stier is contending that a paragraph on the first page infers that the County and the Society are equally financially responsible for any improvements made to the barn, and we don't believe that to be the case. He wants an endorsement from the Parks Commission to that effect, and make a recommendation to the County Board.

Could someone review the language and affirm that it is the case, we are not financially obligated for any improvements to the barn? Thank you.

## Laurel S. Evans

Executive Assistant

### Leelanau County Administration

8527 E. Government Center Dr., Suite #101

Suttons Bay, MI 49682

**231-256-9711** *main*

**231-256-8101** *direct*

**231-256-0120** *fax*

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## LEASE AGREEMENT

This Lease Agreement is made on March 2, 2018, by and between **LEELANAU COUNTY** of 8527 East Government Center Drive, Suite 101, Suttons Bay, Michigan 49682 (hereinafter called "Lessor"), and **LEELANAU COUNTY HISTORIC PRESERVATION SOCIETY** of P.O. Box 331, Empire, Michigan 49636 (hereinafter called "Lessee").

### INTENT

- A. It is the express intent of the parties that Lessor is hereby leasing to Lessee the premises subject to this Lease and that Lessee shall rehabilitate and maintain all historical structures found on the premises and shall collaborate with the Parks and Recreation Commission to ensure the same are incorporated into the Leelanau County park system.
- B. Lessee is a non-profit, community and educational organization whose use of the premises is permitted in accordance with Lessee's mission statement and purpose to facilitate the preservation and rehabilitation of historic structures within the County of Leelanau.

### I. DEMISE, DESCRIPTION, USE, TERM, AND RENTAL.

A. **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain property hereinafter called the "Leased Premises" situated in part of the Leelanau County Myles Kimmerly Park within County of Leelanau, and State of Michigan, described in Attachment "A" to this Lease Agreement

B. **Use of Legal Premises.** Said Leased Premises are to be used, rehabilitated, and maintained as a historical structure, including any and all activities normally incident thereto, and for no other purposes except as otherwise provided in this Lease Agreement. A six-person committee will be created to determine the specific usage of the barn and any related activities. Membership of this committee will be comprised of the Chairperson of the Leelanau County Parks and Recreation Commission, two members of the Myles Kimmerly Park Subcommittee, with one of the members being a County Commissioner, and the President and two members of the Board of the Leelanau County Historic Preservation Society.

C. Lessee may not use the Leased Premises for proprietary purposes during the life of this Lease Agreement, unless mutually agreed upon in writing by Lessor.



D. **Terms.** The term of this Lease Agreement shall be for twenty-five (25) years, commencing on the 20th day of February, 2018, and, unless prematurely terminated as authorized in this Lease Agreement, ending on the 19th day of February, 2043.

E. **Extension of Lease Agreement.** The Lease Agreement may be extended for up to three (3) additional five (5) year terms by mutual agreement of the Parties. This option shall be exercised by written notice to the Lessor, given not less than sixty (60) days prior to the expiration date of the original term, or any extension, stating the desire to have the Lease Agreement's term extended. If the Lease Agreement is extended, all terms and conditions set forth in this Lease Agreement shall remain in full force and effect for each additional year of the Lease Agreement.

F. **Rehabilitation.** Lessee shall be given three (3) years to complete the rehabilitation of the Leased Premises. If additional time is needed at the expiration of the three (3) year period, an option to extend may be granted upon written mutual agreement by both Lessor and Lessee. Rehabilitation of the Leased Premises shall not exceed five (5) years from the commencement date of this Lease Agreement.

## II. RENT.

Lessee shall pay to Lessor, as rent for the Leased Premises, the annual sum of \$1.00 per year.

## III. TAXES.

While the Lessor understands that the intent of Lessee is to be a tax exempt non-profit, to the extent that any taxes are incurred:

A. Lessee shall, as further consideration under this Lease Agreement, pay and discharge all taxes, general and special assessments, and other charges of every description which, if any, during the term hereof and any extension thereof, may be levied on or assessed against the Leased Premises and all improvements thereon, for which either Lessor or Lessee may become liable in relation thereto.

B. Lessee agrees to and shall protect and hold harmless Lessor and the Leased Premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.

## IV. INSURANCE.

A. **Lessor's Property Insurance.** Lessor agrees to and shall maintain during the entire term of this Lease Agreement, the following:

1. Fire, wind, and extended coverage insurance not less than one hundred percent (100%) of the value of the Leased Premises and other improvements thereon,

provided that insurance in such percentage may be obtained, and, if not, then in the maximum percentage that it may be so obtained. However, Lessor's fire, hazard, and extended coverage insurance will not be for Lessee's contents. Lessor will not carry such insurance for Lessor's contents.

2. Public liability insurance in the minimum for loss arising from an accident resulting in bodily injury or death to persons and/or damage or destruction of property.

**B. Destruction of Leased Premises.** If the building or other improvements on the Leased Premises should be damaged or destroyed by fire, wind, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

1. **Total Destruction.** If the building or other improvements on the Leased Premises should be totally destroyed by fire, wind, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within one (1) year from the date of notice to Lessor of such loss, this Lease Agreement shall terminate for the unexpired period of its term, effective as of the date of notice to Lessor.

2. **Partial Destruction.** If fifty percent (50%) or less of the building or other improvements on the Leased Premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within the one (1) year described above, this Lease Agreement shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the term hereof, at its sole cost and risk, proceed forthwith to rebuild or repair such building and other improvements to substantially the same condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the Lease Agreement, Lessor shall not be required to (but may) rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within one (1) year from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may at its option terminate this Lease Agreement by written notification at such time to Lessor, whereupon all rights and obligations hereunder shall cease.

**C. Lessee's Liability Insurance.** Lessee agrees pursuant to this covenant, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons or damage to property in or upon the Leased Premises, including all damage from signs, glass, awning, fixtures or other appurtenances now or hereafter erected on the Leased Premises in the amount of \$1,000,000 per occurrence and insuring the indemnity agreement contained in the Lease Agreement during the term of this Lease Agreement, and any renewal or extension thereof, in an amount agreed to by Lessor. All policies of insurance shall provide that Lessor shall receive at least fifteen (15) days prior written notice of the cancellation of any such insurance policy.

D. **Additional Insureds.** It is understood and agreed that the following shall be additional insureds: Lessor, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming Lessor as additional insured, coverage afforded is considered to be primary and any other insurance Lessor may have in effect shall be considered secondary and/or excess.

E. **Notice.** It is understood and agreed that thirty (30) calendar days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to:

Lessor: COUNTY ADMINISTRATOR  
COUNTY OF LEELANAU  
8527 East Government Center Drive, Suite 101  
Suttons Bay, Michigan 49682

Lessee: RESIDENT AGENT  
LEELANAU COUNTY HISTORIC  
PRESERVATION SOCIETY  
P.O. Box 331  
Empire, Michigan 49636

F. **Subrogation.** To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, employees and volunteers, and others working on behalf of Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Lessor, its elected and appointed officials, agents, employees or volunteers, or others working on behalf of Lessor. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of Lessee's occupancy or use, and Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessor to recover thereunder. Lessee agrees that its policies will include such a clause or endorsement.

G. **Hold Harmless.** Lessor waives all rights of recovery against Lessee, Lessee's employees, agents, and invites for any loss or damage to property of the Lessor located at the Leased Premises covered by this Lease Agreement, including property insurance under valid and collectible insurance policies, to the extent of any recovery collectible under such insurance.

## V. UTILITIES.

Lessee shall, during the term of this Lease Agreement and any extensions thereof, pay all charges for electricity, telephone, gas, and water used in or on the Leased Premises, and

for the removal of rubbish and trash therefrom immediately upon same becoming due and shall hold Lessor harmless from any liability therefor. When available, Lessee may use water drawn from the well and electricity from the storage building found on the Leased Premises at no added cost to Lessee.

**VI. WASTE AND NUISANCE.**

Lessee shall not commit, or cause to be committed, any waste upon or within the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises.

**VII. MAINTENANCE AND REPAIRS.**

Lessee agrees to keep the Leased Premises in good order and repair, except for reasonable wear and tear and casualty loss not arising from Lessee's negligence. Lessee further agrees to keep the Leased Premises clean and to repair or replace all broken doors, windows, plumbing fixtures and pipes, etc., and to keep any sidewalks upon the Leased Premises free of snow, ice, debris, or other impediments. Lessee further agrees to be responsible for routine repairs or maintenance of the structure or systems (replacement of light bulbs, drain or septic blockages, etc.) of the Leased Premises as are the result of Lessee's occupancy and use thereof. Lessor agrees to cut the grass and maintain the landscaping of the Leased Premises.

**VIII. IMPROVEMENTS.**

**A. Improvements of Leased Premises.** Lessee shall have the right to improve, add to, or alter the Leased Premises and to install fixtures thereon. Provided, however, that Lessee shall not remove any such improvements, additions, alterations, or fixtures without the prior written consent of Lessor, and provided further that, on expiration or sooner termination of this Lease Agreement, all improvements, etc., made to the premises by Lessee during the term hereof shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third persons, and Lessee further agrees to hold Lessor harmless from any claims that may be made against such improvements by any third persons.

**B. Lessor's Access to Leased Premises.** Lessor shall allow Lessee access to the Leased Premises through the Myles Kimmerly Park roadway.

**C. Future Construction.** If, during the life of this Lease Agreement, Lessee seeks to construct an entrance off of Leelanau County Road 616 and/or install a culvert at Lessee's expense, Lessee must receive approval from all proper departments and commissions, including, but not limited to, the Leelanau County Road Commission, prior to construction.

D. **Future Use of Pole Barn.** If, during the life of this Lease Agreement, Lessee wishes to utilize pole barn found on Leased Premises, Lessee must receive approval from all proper departments and commissions.

**IX. QUIET POSSESSION.**

Lessor shall, on the commencement date of the term of this Lease Agreement, place Lessee in quiet possession of the Leased Premises and shall secure such quiet possession thereof against all persons claiming the same during the entire Lease Agreement term and each extension thereof. Lessor shall have the right, upon reasonable notice to Lessee, to enter the Leased Premises for the purpose of inspecting the condition of the building and Leased Premises.

**X. SURRENDER OF PREMISES.**

A. **Surrender.** Lessee agrees to and shall, on expiration or earlier termination of the term of this Lease Agreement, promptly surrender and deliver the Leased Premises to Lessor, without demand therefore, in good condition, with ordinary wear and tear and damage by the elements, fire, act of God, or other cause beyond the reasonable control of Lessee, excepted.

B. **Removal of Property.** Lessee shall, at the expiration of the term of this Lease Agreement or earlier termination thereof, remove all of Lessee's property, and repair all damage to the Leased Premises caused by such removal, and shall restore the Leased Premises to such condition as they were in prior to the installation of Lessee's property so removed. Any property not so removed shall be deemed to be abandoned by Lessee and may be retained or disposed of by Lessor.

**XI. DEFAULTS AND REMEDIES.**

A. **Default by Lessee.** The following shall constitute a default (an "Event of Default"), by Lessee under this Lease Agreement: (a) failure to pay when due any rent due under this Lease Agreement on the day the same shall be due; (b) failure to maintain the insurance coverage required under this Lease Agreement; (c) failure to perform any of the terms and conditions under this Lease Agreement, other than the payment of rent or maintenance of insurance coverage, and such failure remains uncured for fifteen (15) calendar days following written notice; (d) Lessor has elected to cure Lessee's Event of Default under any applicable provision of this Lease Agreement and Lessee has failed to pay Lessor the cost and expenses incurred to cure such Event of Default within fifteen (15) calendar days after demand; (e) Lessee has attempted to transfer its interest in all or any part of the Leased Premises or taken other actions requiring Lessor's consent, without receiving such written consent; (f) an event of bankruptcy or insolvency has occurred; (g) Lessee has committed waste, which shall include the failure to pay taxes, insurance premiums and persistent failure to maintain and repair the Leased Premises; (h) Lessee has abandoned or vacated the Leased Premises; or (i) a default by any guarantor under any guaranty of this Lease Agreement. Any notice of an Event of Default provided by

Lessor to Lessee pursuant to this Lease Agreement shall constitute, as appropriate, any required notice of nonpayment of rent or notice of termination required by the Summary Proceedings Act or any other applicable law and no additional statutory notices shall be required to be provided by Lessor to Lessee.

If Lessee shall remain in default under any provision of this Lease Agreement for a period of fifteen (15) calendar days after written notice from Lessor, or should any person other than Lessee secure possession of the Leased Premises or any portion thereof by reason of any receivership, bankruptcy, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this Lease Agreement and reenter and take possession of said Leased Premises and remove all persons and property therefrom without being deemed guilty of any manner of trespass.

1. **Lessor's Rights Cumulative.** All the rights and remedies of Lessor under this Lease Agreement shall be cumulative and, in addition to all other rights and remedies allowed by law or equity, may be exercised separately or jointly without constituting an election of remedies.
2. **Waiver of Jury Trial and Counterclaim.** In the event Lessor commences any proceedings for non-payment of rent or any other amount payable to Lessor by Lessee, Lessee shall not interpose any counterclaim of any nature whatsoever or description in any such proceeding. This shall not, however, be construed as a waiver of Lessee's right to assert such a claim in any separate action brought by Lessee. Lessor and Lessee waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease Agreement, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Leased Premises, or any claim of injury or damage.
3. **Non-Liability.** Lessor shall not be responsible for or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or for any loss or damage resulting to Lessee or its property from burst, stopped or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rent.
4. **Right-To-Cure.** If Lessee defaults in the performance of any provision of this Lease Agreement, then Lessor shall have the right (but not the obligation) in addition to any and other rights and remedies in the event of default, to cure such default for the account of Lessee, without prior notice to or demand upon Lessee and without waiving or releasing Lessee from any obligations of Lessee under this Lease Agreement, and Lessee shall, upon receipt of notice thereof and demand for payment from Lessor, pay any payment or expenditure made by Lessor, together with ten percent (10%) of such costs for overhead and supervision, with the next monthly installment of base rent, together with the default charge.

**XII. MISCELLANEOUS.**

A. **Applicable Law and Venue.** This Lease Agreement shall be construed under and in accordance with the laws of the State of Michigan. In the event any disputes arise under this Lease Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

B. **Invalid/Unenforceable Provisions.** If any provision in this Lease Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction that provision will be null and void, and any such invalidity or unenforceability shall not affect the validity of enforceability of the remainder of this Lease Agreement. Where the deletion of the invalid or unenforceable provision would result in the illegality and or unenforceability of this Lease Agreement, this Lease Agreement shall be considered to have been terminated as of the date in which the provision was rendered invalid or unenforceable.

C. **Nondiscrimination.** Lessee shall not discriminate against a person to be served or 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Lessee shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- a. The Elliot-Larson Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 335, and regulations promulgated thereunder.
- d. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this provision shall be regarded as a material breach of this Lease Agreement. In the event Lessee is found not to be in compliance with this provision, Lessor may terminate this Lease Agreement effective as of the date of delivery of written notification to Lessee.

D. **Assignments or Subcontracting.** This Lease Agreement shall be binding upon and inure to the benefit of Lessor and Lessee hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted in writing by Lessor.

E. **Amendments and Modifications to Provisions of the Lease Agreement.** No amendment, modification, assignment, or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by Lessor and Lessee hereto.

F. **Waiver of Provisions of the Lease Agreement.** No waiver by any party hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

G. **Indemnification and Hold Harmless.** Lessee shall, at its own expense, indemnify, protect, defend and hold harmless Lessor, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees Lessor may incur as a result of any acts, omissions or negligence of Lessee, its employees, agents or subcontractors that may arise out of this Lease Agreement. Lessee's responsibilities to Lessor and its officers, employees, and agents as set forth in this provision shall not be mitigated by the insurance coverage obtained by Lessee pursuant to the requirements of this Lease Agreement.

H. **Attorney's Fees.** In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the party not in default reasonable attorney(s) fees so incurred by such other party.

I. **Integration Clause.** This Lease Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by Lessor and Lessee hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease Agreement or any part thereof shall have any validity or bind Lessor or Lessee hereto.

J. **Certification of Authority to Sign.** The people signing on behalf of Lessor and Lessee certify by their signatures that each party is duly authorized to sign this Lease Agreement on behalf of the party each represents and that this Lease Agreement has been authorized by the party each represents.

Signed in Suttons Bay, Michigan, by:

LESSOR

COUNTY OF LEELANAU

BY William J. Bunek  
William J. Bunek, Chairman  
County Board of Commissioners

LESSEE

LEELANAU COUNTY HISTORIC  
PRESERVATION SOCIETY

BY Steve Stier  
Name STEVE STIER  
Title PRESIDENT



BY Michelle L. Crocker  
Michelle L. Crocker  
Leelanau County Clerk

BY Chet Stier  
Name Chet Stier  
Title Administrator

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF LEELANAU )

Subscribed and sworn to before me a Notary Public this 2nd day of March, 2018, by the LEELANAU COUNTY HISTORIC PRESERVATION SOCIETY; by \_\_\_\_\_; and Steve Stier, its President.

Michelle L. Crocker  
Michelle L. Crocker, Notary Public  
Leelanau Co., MI  
Acting in Leelanau County, MI  
My Commission Expires: 11/29/2023

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Leelanau )

Subscribed and sworn to before me a Notary Public this 5th day of March, 2018, by COUNTY OF LEELANAU, by William J. Bunek, Chairman of the County Board of Commissioners, and Michelle L. Crocker, Leelanau County Clerk.

Jayme S. Evans  
Jayme S. Evans, Notary Public  
Grand Traverse Co., MI  
Acting in Leelanau County, MI  
My Commission Expires: 8-4-19

PREPARED BY:  
David G. Stoker  
Courtney A. Gabbara  
Cohl, Stoker & Toskey, P.C.  
601 North Capitol Avenue  
Lansing, Michigan 48933

N:\Client\Leelanau\Agreements\Lease Agreement with Leelanau County Historic Preservation Society\Historic Preservation Society Lease 12 20 2017.doc

# Myles Kimmerly Park

Kasson Township, Leelanau County

ATTACHMENT "A"

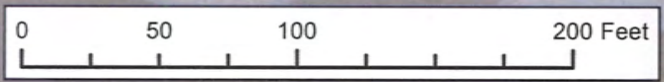



S GOLD SPRING RD




About 2 acres +/-

W BURDICKVILLE RD



 Proposed Barn Division

 Property Boundary

26

## Leelanau County Parks and Recreation Commission

April 5, 2023, Regular Session

### Maple Valley Nursing Home Agreement to Grant License Update

Following is a synopsis of the legal opinion from Counsel Tim Perrone of Cohl, Stoker & Toskey on this issue:

*"I have reviewed the documents you provided. The MVNH holds an irrevocable License to use the County Park property for its sewage treatment system for 15 years, through April 29, 2023. After that date, the License is revocable by the County at will, upon 30 days' notice. Thus, the License does not expire, but continues until the County decides to revoke it.*

*As the arrangement is not a Lease, there is no need to formally extend it. Rather, the County may simply withhold revocation for as long as it desires, e.g., in order to accommodate the needs of MVNH to transition to an on-site sewage system on its own property. The County could give notice of revocation on a date certain in the future, e.g., four months out or longer, or simply continue to monitor the situation as to MVNH's progress and then act accordingly. The MVNH may be given time for the complete transition to a new system and for the abandonment of the current system, i.e., removal and restoration of the site.*

*If the County desires a monetary incentive to hasten the transition, then the License would have to be amended with the MVNH's approval, or otherwise revoked, with a new arrangement entered into. It was unclear what the County's timeline was with regard to the construction of the paved pathway. As the pathway is intended to traverse the easement area, the sewage system should first be fully abandoned and the site restored.*

*I recommend that the County and the MVNH coordinate their schedules as to the abandonment of the sewage system and the construction of the pathway, and determine a reasonable date for formal revocation of the License."*

#### **Proposed Recommendation:**

I move to recommend to the County Board of Commissioners to revoke the license to Maple Valley Nursing Home of Maple City, Inc., dated April 29, 2008, for the Nursing Home's sewage system, located within the Myles Kimmerly Park Property, and work with the Nursing Home to determine a date to vacate the system, no later than \_\_\_\_\_.

3067

Sue C. Stoffel  
Leelanau Register of Deeds  
Recording Fees: 20.00  
BOBBIE Date 05/21/2008 Time 14:44:27  
Page 1 of 3  
01 978/818

AGREEMENT TO GRANT LICENSE

THIS AGREEMENT TO GRANT LICENSE made this 29<sup>th</sup> day of April, 2008, by and between LEELANAU COUNTY, a municipal corporation and political subdivision of the State of Michigan, whose principal office is 301 East Cedar Street, Leland, Michigan 49654 ("Licensor"). Licensor and MAPLE VALLEY NURSING HOME OF MAPLE CITY, INC., a Michigan corporation, whose address is 1086 West Burdickville Road, Maple City, Michigan 49664 ("Licensee")(hereinafter collectively referred to as the "Parties").

RECITALS

- A. The Licensor owns certain real property, described on the attached Exhibit "A" (the "Property").
- B. Licensee wishes to use the Property for the purpose of sewage treatment, including continued use of a drain field located on the Property.
- C. The Licensor is willing to grant the Licensee a license to use Property.

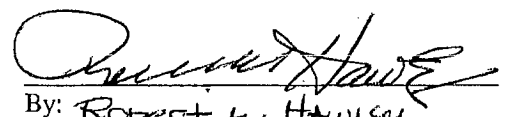
NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree as follows:

- 1. Grant of License. Licensor grants to Licensee the right to maintain, operate, repair, substitute, remove, enlarge, inspect, and replace sanitary sewer lines and drain field, together with all facilities and appurtenances, incidental to the sewage treatment system currently located on the Property.
- 2. Termination of License. This license shall be irrevocable for a period of fifteen (15) years from the date of execution. Upon the expiration of said fifteen (15) year period, this license may be revoked at the will of Licensor by giving thirty (30) days written notice to licensee of the termination.
- 3. Successors. This license shall bind the successor owner of Property, further Licensee shall have the ability to assign its interest under this license to any successor owner of the premises, described on the attached Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year recorded below.

LICENSOR:

LEELANAU COUNTY, a municipal corporation and political subdivision of the State of Michigan



By: Robert L. Hawley  
Its: Chairman County Board of Commissioners

STATE OF MICHIGAN )

COUNTY OF Grand Traverse ) SS.

On this 27th day of April 2008, before me personally appeared Robert L. Hawley, to me known and known to me, who being duly sworn, did depose and say that he is the Chairman of Leelanau County, municipal corporation and political subdivision of the State of Michigan, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation.

SABRINA GAYLORD  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE  
MY COMMISSION EXPIRES: MARCH 11, 2014  
ACTING IN THE COUNTY OF GRAND TRAVERSE

[Signature]  
\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

LICENSEE:

MAPLE VALLEY NURSING HOME OF  
MAPLE CITY, INC., a Michigan corporation

[Signature]  
By: John Kasben  
Its: Vice President

STATE OF MICHIGAN )

COUNTY OF Grand Traverse ) SS.

On this 27th day of April 2008, before me personally appeared John Kasben, to me known and known to me, who being duly sworn, did depose and say that he is the Vice President of Maple Valley Nursing Home of Maple City, Inc., a Michigan corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation.

SABRINA GAYLORD  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE  
MY COMMISSION EXPIRES: MARCH 11, 2014  
ACTING IN THE COUNTY OF GRAND TRAVERSE

[Signature]  
\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by/Return to: Thomas A. Pezzetti, Jr., Esq., Brandt, Fisher, Alward & Roy, P.C., 1241 E. Eighth Street, P.O. Box 5817, Traverse City, MI 49696-5817 (231) 941-9660. W:\Tom P\Kasben, John&Donna\Agreement to Grant License.wpd

Exhibit A

FILE NO. 08433698

PARCEL "A" (NURSING HOME PARCEL)

PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 28 NORTH, RANGE 13 WEST, KASSON TOWNSHIP, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION, NORTH 87°19'09" WEST, 653.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°18'17" EAST, 849.71 FEET TO THE CENTERLINE OF COUNTY ROAD 616 (A.K.A. BURDICKVILLE ROAD); THENCE ALONG SAID CENTERLINE, NORTH 79°56'48" WEST, 665.29 FEET TO THE EAST EIGHTH LINE OF SAID SECTION; THENCE, ALONG SAID EIGHTH LINE, NORTH 00°10'16" WEST, 764.13 FEET TO THE EAST-WEST QUARTER LINE; THENCE ALONG SAID QUARTER LINE, SOUTH 87°19'09" EAST, 653.55 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER AND ACROSS COUNTY ROAD 616.

PROPOSED EASEMENT AGREEMENT AREA (THE PORTION OF THE FOLLOWING LEGAL DESCRIPTION THAT IS LOCATED SOUTH OF COUNTY ROAD 616)

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWN 28 NORTH, RANGE 13 WEST, KASSON TOWNSHIP, LEELANAU COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE, ALONG THE SOUTH SECTION LINE, SOUTH 87°24'59" EAST, 1319.31 FEET TO THE EAST EIGHTH LINE; THENCE, ALONG SAID EIGHTH LINE, NORTH 00°10'16" EAST, 1617.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EIGHTH LINE NORTH 00°10'16" WEST, 251.11 FEET TO THE CENTERLINE OF COUNTY ROAD 616; THENCE, ALONG SAID CENTERLINE, NORTH 79°46'48" WEST, 105.44 FEET; THENCE NORTH 08°01'43" EAST, 232.66 FEET; THENCE SOUTH 83°28'49" EAST, 471.37 FEET; THENCE SOUTH 06°02'17" WEST, 445.27 FEET; THENCE SOUTH 89°21'53" WEST, 349.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER AND ACROSS COUNTY ROAD 616.

AGREEMENT TO GRANT LICENSE

THIS AGREEMENT TO GRANT LICENSE made this 29<sup>th</sup> day of April, 2008, by and between LEELANAU COUNTY, a municipal corporation and political subdivision of the State of Michigan, whose principal office is 301 East Cedar Street, Leland, Michigan 49654 ("Licensor"). Licensor and MAPLE VALLEY NURSING HOME OF MAPLE CITY, INC., a Michigan corporation, whose address is 1086 West Burdickville Road, Maple City, Michigan 49664 ("Licensee")(hereinafter collectively referred to as the "Parties").

RECITALS

- A. The Licensor owns certain real property, described on the attached Exhibit "A" (the "Property").
- B. Licensee wishes to use the Property for the purpose of sewage treatment, including continued use of a drain field located on the Property.
- C. The Licensor is willing to grant the Licensee a license to use Property.

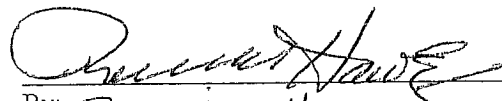
NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree as follows:

- 1. Grant of License. Licensor grants to Licensee the right to maintain, operate, repair, substitute, remove, enlarge, inspect, and replace sanitary sewer lines and drain field, together with all facilities and appurtenances, incidental to the sewage treatment system currently located on the Property.
- 2. Termination of License. This license shall be irrevocable for a period of fifteen (15) years from the date of execution. Upon the expiration of said fifteen (15) year period, this license may be revoked at the will of Licensor by giving thirty (30) days written notice to licensee of the termination.
- 3. Successors. This license shall bind the successor owner of Property, further Licensee shall have the ability to assign its interest under this license to any successor owner of the premises, described on the attached Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year recorded below.

LICENSOR:

LEELANAU COUNTY, a municipal corporation  
and political subdivision of the State of Michigan



By: Robert L. Hawley

Its: Chairman County Board of Commissioners

2004

Sue C. Stoffel 2P  
Leelanau Register of Deeds  
Recording Fees: 17.00  
BOBBIE Date 05/21/2008 Time 14:43:48  
Page 1 of 2 01 978/816

TAX CERTIFICATION  
LEELANU COUNTY LELAND, MICHIGAN 5/21/2008  
I hereby certify, that according to our records, all taxes returned to this office are paid for five (5) years preceding the 21<sup>st</sup> day of 4<sup>th</sup> 2008. This does not include taxes in the process of collection by Township, Cities or Villages, Board of Review changes, Michigan Tax Tribunal changes, or changes due to Homestead exemptions or corrections.

*[Signature]*  
Leelanau County Treasurer

### WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS THAT:

The Grantor, **LEELANAU COUNTY**, a municipal corporation and political subdivision of the State of Michigan, whose principal office is 301 E. Cedar Street, Leland, Michigan 49654, **CONVEYS AND WARRANTS** to the Grantee, **Maple Valley Nursing Home of Maple City, Inc.**, a Michigan corporation, whose address is 1086 West Burdickville Road, Maple City, Michigan 49664, the following described premises situated in the Townships of Kasson, County of Leelanau, and State of Michigan, viz:

PARCEL "A" (Nursing Home Parcel)

Part of the West half of the East half of the Southeast quarter of Section 4, Town 28 North, Range 13 West, Kasson Township, Leelanau County, Michigan, more fully described as follows:

Commencing at the East quarter corner of said Section 4; thence along the East-West quarter line of said section, North 87°19'09" West, 653.55 feet to the point of beginning; thence South 00°18'17" East, 849.71 feet to the centerline of County Road 616 (a.k.a. Burdickville Road); thence along said centerline, North 79°56'48" West, 665.29 feet to the East eighth line of said section; thence, along said eighth line, North 00°10'16" West, 764.13 feet to the East-West quarter line; thence along said quarter line, South 87°19'09" East, 653.55 feet to the point of beginning.

Subject to the rights of the public over and across County Road 616.

The Grantor grants to the Grantee the right to make all permissible divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

*[Handwritten initials]*

For the sum of \$ 400,000.00

This instrument is exempt from transfer tax pursuant to MCL 207.505(5)(1) & MCL 207.526(6)(1).



EXECUTED this 29<sup>th</sup> day of April, 2008.

LEELANAU COUNTY, a municipal corporation

*[Signature]*

By: Robert L. Hawley

Its: Chairman County Board of Commissioners

STATE OF MICHIGAN

COUNTY OF Grand Traverse )  
SS.

On this 29<sup>th</sup> day of April 2008, before me personally appeared Robert W. Hawley to me known and known to me, who being duly sworn, did depose and say that he is the Chairman of LEELANAU COUNTY, a municipal corporation, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of said corporation, as and for his/her voluntary act and deed and as and for the voluntary act and deed of said corporation.

SABRINA GAYLORD  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE  
MY COMMISSION EXPIRES: MARCH 11, 2014  
ACTING IN THE COUNTY OF GRAND TRAVERSE

*[Signature]*  
\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
Acting in the County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Send deed/tax bills to Purchasers  
Transfer Tax: \$ Exempt  
Recording Fee: \$18.00 (includes \$1 for tax certificate)

**Prepared by/Return To:** Thomas A. Pezzetti, Jr., Brandt, Fisher, Alward & Roy, P.C., 1241 E. Eighth Street, P.O. Box 5817, Traverse City, MI 49696-5817, (231) 941-9660 *W: Tom P\Kasben, John&Donna\Warranty Deed.wpd*

**COUNTY TREASURER'S CERTIFICATE:**

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years pervious to the date of this instrument as appears by the records in my office. This does not cover taxes in the process of collection by Township, City or Village.

Tax Parcel: \_\_\_\_\_  
Recording Fee: \_\_\_\_\_  
Transfer Tax: \_\_\_\_\_

104

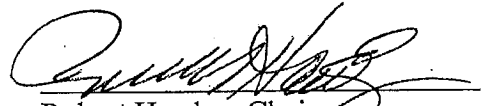
Sue C. Stoffel  
Leelanau Register of Deeds 1P  
Recording Fees: 14.00  
BOBBIE Date 05/21/2008 Time 14:43:36  
Page 1 of 1 01 978/815

**RELEASE OF LEASE AND OPERATING AGREEMENT**

The County of Leelanau, a Municipal corporation and political subdivision of the State of Michigan, by and through its designated representative, Robert Hawley, Chairman of the County Board of Commissioners, does hereby release and discharge Maple Valley Nursing Home of Maple City, Inc., a Michigan corporation, of 1086 West Burdickville Road, Maple City, Michigan 49664 from any and all further obligations under a certain Lease and Operating Agreement dated May 15<sup>th</sup> of 2004, which lease was recorded at the Leelanau County Register of Deeds in Liber 812, Pages 862-879.

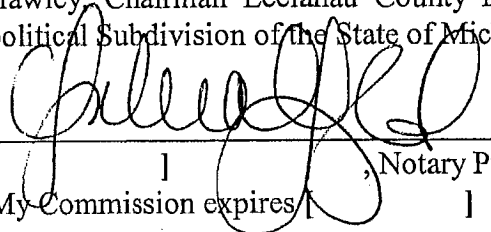
THE COUNTY OF LEELANAU, a  
Municipal corporation and political  
Subdivision of the State of Michigan

Dated: April 29, 2008

  
By: Robert Hawley, Chairman  
Leelanau County Board of  
Commissioners

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF [GRAND TRAVERSE] )

The foregoing instrument was acknowledged before me this 29th day of April, 2008, by Robert Hawley, Chairman Leelanau County Board of Commissioners, a Municipal corporation and political Subdivision of the State of Michigan.

  
\_\_\_\_\_, Notary Public  
My Commission expires \_\_\_\_\_

SABRINA GAYLORD  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE  
MY COMMISSION EXPIRES: MARCH 11, 2014  
ACTING IN THE COUNTY OF GRAND TRAVERSE

Prepared by:  
Douglas J. Donaldson (P37557)  
Chief Assistant Prosecuting Attorney  
8527 E. Government Center Drive, Suite 202  
Suttons Bay, MI 49682  
(231) 256-9872

### Capital Improvement Plan - Parks and Recreation Submittals

Park	Request	Amount Requested
VVP	Invasive Species Mitigation	2,500.00
OSP	Gazebo Refurbishment	30,000.00
VVP	Porta Potty Upgrade	35,000.00
MKP	Pickleball Courts (2)	50,000.00
VVP	Picnic Enclosure	75,000.00
VVP	Paved Parking Lot	75,000.00
VVP	U/A Pond Walkway	85,000.00
MKP	Paved Loop Trail	290,000.00

# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. **The form must be completed in its entirety, and returned by January 31** to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: Invasive Species Mitigation Department: Parks & Rec Veronica

Prepared by: Barrons vice chair Date Prepared: 3/36/23

CIP ID#: \_\_\_\_\_ Anticipated Start Date: Annual

Check one:  New Project  Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

Invasive species mitigation. Whether it is mitigation of land species or aquatic invasives, this work and expense must occur every year. It may be work county staff can do or specific jobs that are contracted out. Estimated annual expense \$2500

### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

- NO  
 YES (*must identify*): \_\_\_\_\_

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

2) Planning context: *Is the community legally obligated to perform this service?*

- NO  
 YES

Please describe the community's legal obligation:

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

.NA

4) How is the project consistent with and supported by your department program goals?

All All planning and goals seek to maintain Veronica as a passive recreation park. Yearly efforts to Mitigate invasive species is necessary or invasives will literally take over and both habitat and wildlife will be negatively impacted and the park user's



5) How is the project supported by goals of the Leelanau General Plan?

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

7) How will the project improve and/or protect the County's infrastructure?

8) How will the project improve and/or increase the level of service provided by the County?

NA

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

None

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

Annual .... every year

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

YES: Please check all appropriate box(es)

Governing Body

Planning Commission

Prior year budget: 2375.00

NO

**F) Total estimated cost:** \$ 2500.00

1) **Basis of cost estimate:** Please check one of the following:

Cost of comparable facility/equipment

Cost estimate from engineer/architect

Rule of thumb indicator/unit cost

Preliminary estimate

Ball park "guesstimate"

2) List all funding options available for this project:

Parks and Rec budget ...

3) Recommended funding options(s) to be used?

4) Will the project leverage outside funding for project completion? If yes, from what source?

No

---

5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

No

---

**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

All users of the park will benefit.

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$



# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. **The form must be completed in its entirety, and returned** to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: Refurbish Old Settlers Gazebo Department: Parks and Recreation

Prepared by: Charles N Godbout Date Prepared: 3-10-2023

CIP ID#: \_\_\_\_\_ Anticipated Start Date: 4-1-2024

Check one:  New Project

Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

The project will be to refurbish and restore the Gazebo at Old Settlers Park. The scope to include 1. replacement of the Cedar Shake roofing, 2. Vinyl clad the structural members and siding. 3. Replace the wood lattice with vinyl lattice. Resurface the decking and the stairs. Replace underground electric service to the Gazebo.

### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

NO

YES (*must identify*): 2020 - 2024 Parks and Rec Master Plan

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives. Action Item from the Master Plan. Master Plan specifies future replacement of roofing however the Gazebo has deteriorated to a point requiring a more substantial refurbishment than just the roofing replacement

2) Planning context: *Is the community legally obligated to perform this service?*

NO

YES

Please describe the community's legal obligation:

Provide for the Safety of persons utilizing park facilities.

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

Performance of this project will mitigate future deterioration of the Gazebo structure to assure that it doesn't become a safety hazard in the future

4) How is the project consistent with and supported by your department program goals?

This project is consistent to maintaining the counties park infrastructure

5) How is the project supported by goals of the Leelanau General Plan?

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

A portion of the project is included in the current Park & Recreation Plan and the restoration of the Gazebo is consistent with the goals of the plan to maintain the Counties Park Facilities



7) How will the project improve and/or protect the County's infrastructure?

The project will arrest future deterioration of the Gazebo

8) How will the project improve and/or increase the level of service provided by the County?

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:  
There are no dependencies

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:  
2024

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

- YES: Please check all appropriate box(es)
  - Governing Body
  - Planning Commission
  - Prior year budget: \_\_\_\_\_
- NO

**F) Total estimated cost:** \$ 30,000

1) **Basis of cost estimate:** Please check one of the following:

- Cost of comparable facility/equipment
- Cost estimate from engineer/architect
- Rule of thumb indicator/unit cost
- Preliminary estimate
- Ball park "guesstimate"

2) List all funding options available for this project:

Funding from the County General Fund for Maintenance of County Infrastructure.

3) Recommended funding option(s) to be used?

Funding from the Counties General Fund

4) Will the project leverage outside funding for project completion? If yes, from what source?

---

5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?  
No additional personnel, materials/supplies or operating costs will be required.

---

**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. **The form must be completed in its entirety, and returned** to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: Porta Potty Upgrade Department: Parks&Rec / Veronica Valley

Prepared by: Barrons Vice-Chair Date Prepared: 3/24/2023

CIP ID#: \_\_\_\_\_ Anticipated Start Date: Spring 2024

Check one:  New Project  Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

Completion of Porta Potty upgrade started 2023. Appropriately located and sized paved parking space will be added for the Disabled/Blue. Also, adding paved UA sidewalk linking Blue parking spaces with both porta pottys and trail access to fishing walkway. Estimated cost \$35,000.00

### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

- NO  
 YES (*must identify*): 5 year recreation plan

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

Master plan for the park and 5 year county recreation plan.

2) Planning context: *Is the community legally obligated to perform this service?*

- NO  
 YES

Please describe the community's legal obligation:

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

The Veronica Park porta potties are used steadily by park both visitors and others stopping at the park specifically for the porta potty service. Upgrades will allow for better access to the porta potties especially for the disabled, improved service and maintenance, more efficient snow plowing, and privacy screening. the paved walkway and screening structures represent a significant upgrade to the park's disability offerings.

4) How is the project consistent with and supported by your department program goals?

Increased or improved UA facilities is part of P&R's master planning for Veronica Park. Master planning call for a reduction in the size of the parking lot. porta pott Port potty ungrades improvements will make for more efficient snow plowing and other +

5) How is the project supported by goals of the Leelanau General Plan?

same as above

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

same as above

7) How will the project improve and/or protect the County's infrastructure?

same as #4

8) How will the project improve and/or increase the level of service provided by the County?

Veronica's porta potties are steadily and heavily used by the general public, those using the park and others including delivery and private service staffs who are driving by. The need is clear from current use. All proposed upgrades improve a needed service.

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

These projects scheduled for 2024 will complete the total Porta Potty upgrade begun in 2023.

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

same as above

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

Beginning in spring 2024 completed by Dec 31.

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

YES: Please check all appropriate box(es)

Governing Body

Planning Commission

Prior year budget: \_\_\_\_\_

NO

**F) Total estimated cost:** \$ 35,000.00

1) **Basis of cost estimate:** Please check one of the following:

Cost of comparable facility/equipment

Cost estimate from engineer/architect

Rule of thumb indicator/unit cost

Preliminary estimate

Ball park "guesstimate"

2) List all funding options available for this project:

General Fund

3) Recommended funding options(s) to be used?

General Fund



4) Will the project leverage outside funding for project completion? If yes, from what source?

---

5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

---

**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

unknown

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. **The form must be completed in its entirety, and returned** to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: Pickleball Courts Department: Parks & Rec

Prepared by: Don Frerichs Date Prepared: 03/20/2023

CIP ID#: \_\_\_\_\_ Anticipated Start Date: \_\_\_\_\_

Check one:  New Project  Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

Pickleball has become an extremely popular activity over the past several years and there is a need for additional courts, especially in the Cedar-Maple City area. Having courts at Myles Kimmerly Park would fill that need. There has been an expressed desire for this.  
by the community.

### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

- NO  
 YES (*must identify*): Pickleball courts are listed as a desired addition back in 2016.

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.  
Site Master Plan of 2016 for Myles Kimmerly Park.

2) Planning context: *Is the community legally obligated to perform this service?*

- NO  
 YES

Please describe the community's legal obligation:

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

Pickleball is an active, energetic sport which is beneficial to the health of the participants. It is an enjoyable sport played by many and keeps people active and engaged with their community

4) How is the project consistent with and supported by your department program goals?

It is listed as a goal in the 2016 Site Master Plan and has been on the radar since.

5) How is the project supported by goals of the Leelanau General Plan?

Utilization of the County Parks for the benefit of the Leelanau community goes without saying.

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

As above.

7) How will the project improve and/or protect the County's infrastructure?

It would bring an added attraction to the park which would be enjoyed by many, including our aging population.

8) How will the project improve and/or increase the level of service provided by the County?

As above.

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:  
None.

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:  
Timeline based on securing funding.

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

- YES: Please check all appropriate box(es)
  - Governing Body
  - Planning Commission
  - Prior year budget: \_\_\_\_\_
- NO

**F) Total estimated cost:** \$25,000/court x2=\$50,000

1) **Basis of cost estimate:** Please check one of the following:

- Cost of comparable facility/equipment
- Cost estimate from engineer/architect
- Rule of thumb indicator/unit cost
- Preliminary estimate
- Ball park "guesstimate"

2) List all funding options available for this project:

Above estimate based on online estimate. Community contributions will be sought along with County support.

3) Recommended funding options(s) to be used?

As above.

4) Will the project leverage outside funding for project completion? If yes, from what source?

Community support. +

5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

Maintenance of the courts. +

**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

As mentioned, pickleball is very popular, especially with adults; in addition, there is a shortage of courts in the County. The cost is significant but the benefit,, health wise and for enjoyment of the residents who use them, is as significant.

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

**B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. **The form must be completed in its entirety, and returned** to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: Picnic Enclosure Department: Parks & Rec / Veronica Valley

Prepared by: Barrons Vice-chair Date Prepared: 3/26

CIP ID#: \_\_\_\_\_ Anticipated Start Date: 2025-2026

Check one:  New Project  Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

Construction of a picnic enclosure consisting of a roof structure large enough to generously cover four picnic tables and initially offering electrical service but built with the idea that water service and other features may be added in the future.

### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

- NO  
 YES (*must identify*): various master planning efforts including the more recent master plan

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

Since the initial application for Natural Resources Trust Fund grant moneys to purchase the Veronica Valley property, a pavilion, as it has been identified earlier, has long been a part of Veronica Valley planning for the longer term future. Through the most recent

2) Planning context: *Is the community legally obligated to perform this service?*

- NO  
 YES

Please describe the community's legal obligation:



3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

NA

4) How is the project consistent with and supported by your department program goals?

This project represents the current state of planning after numerous planning discussions, in public session, over a number of years. It represents a reduction in size and scale of the initial plans based on county need and cost considerations +

5) How is the project supported by goals of the Leelanau General Plan?

Same as above.

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

same as above

7) How will the project improve and/or protect the County's infrastructure?

This project will add infrastructure to the county's property, Veronica Valley Park. The parks purpose is to support various 'passive' recreation opportunities. Picnicking is a 'passive' activity and a frequent use at the park. This project will greatly increase the quality of Veronica Valley Park for county residents. +

8) How will the project improve and/or increase the level of service provided by the County?

same as above

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

This project will be built with the idea that it can be used for various functions. Currently, a number of teachers from local schools use Veronica as an outdoor classroom and a semi indoor space with electricity would greatly improve the parks value as a teaching location.

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

None

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

2026-2028

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

YES: Please check all appropriate box(es)

Governing Body

Planning Commission

Prior year budget: \_\_\_\_\_

NO

**F) Total estimated cost:** \$ \$75,000.00

1) **Basis of cost estimate:** Please check one of the following:

Cost of comparable facility/equipment

Cost estimate from engineer/architect

Rule of thumb indicator/unit cost

Preliminary estimate

Ball park "guesstimate"

2) List all funding options available for this project:

General Funds

3) Recommended funding options(s) to be used?

General Funds.

4) Will the project leverage outside funding for project completion? If yes, from what source?  
If possible

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5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

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**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

Unknown

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

**Directions:** Departments/Agencies submitting a proposed project for inclusion in the CIP will receive this form at the beginning of each year. **The form must be completed in its entirety, and returned** to the Planning & Community Development office.

**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: Paved Parking Lot Department: Parks & Rec

Prepared by: Barrons Vice Chair Date Prepared: 3/27

CIP ID#: \_\_\_\_\_ Anticipated Start Date: 2028

Check one:  New Project  Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

Paving of the parking lot at Veronica Valley Park.

#### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

- NO  
 YES (*must identify*): \_\_\_\_\_

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

NA

2) Planning context: *Is the community legally obligated to perform this service?*

- NO  
 YES

Please describe the community's legal obligation:

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

Paving the parking lot will complete a redesign of the parking lot at Veronica Valley Park.

The redesign will provide greater clarity to drivers where exactly the parking spaces are located and eliminate random parking patterns which leads to pedestrians walking across vehicle movements.

4) How is the project consistent with and supported by your department program goals?

5) How is the project supported by goals of the Leelanau General Plan?

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

7) How will the project improve and/or protect the County's infrastructure?

Paving the parking lot provides an obvious improvement to the park's infrastructure. It may also resulting a slight reduction in yearly maintenance costs through a reduction in gravel costs and equipment damage from snow plowing a gravel lot.

8) How will the project improve and/or increase the level of service provided by the County?

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

None

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

2028 or beyond

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

YES: Please check all appropriate box(es)

Governing Body

Planning Commission

Prior year budget: \_\_\_\_\_

NO

**F) Total estimated cost:** \$ 75,000.00

1) **Basis of cost estimate:** Please check one of the following:

Cost of comparable facility/equipment

Cost estimate from engineer/architect

Rule of thumb indicator/unit cost

Preliminary estimate

Ball park "guesstimate"

2) List all funding options available for this project:

General fund

3) Recommended funding options(s) to be used?

General fund

4) Will the project leverage outside funding for project completion? If yes, from what source?

No

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5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

No

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**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

Unknown

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_



**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$

# Leelanau County Capital Improvement Program (CIP)

## Submittal Form

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**Be specific and provide detailed information for any project anticipated within the next six (6) years. Each Project/Equipment request requires a separate Submittal Form.**

Project Title: UA Pond Walkway Department: Parks&Rec/ Veronica Valley

Prepared by: Barrons, Vice Chair Date Prepared: 3/25

CIP ID#: \_\_\_\_\_ Anticipated Start Date: 2025-2026

Check one:  New Project  Revision of Already Submitted Project

### PROJECT

**A) Project Description:** *Provide a brief (1-2 paragraph) description of the project*

Construction of a Universally Accessable (UA) trail encircling the front two fishing ponds at Veronica Valley Park. The surface will be properly constructed following UA guidelines. The surface material will be a hard surface chipped stone acceptable under UA standards. The trail will be laid out near to the ponds banks, completely encircling them, running past both ends of the bridge over the ponds. This trail will be a top addition to the UA offerings at Veronica Park.

### B) JUSTIFICATION

**If desirable, provide attachments with more details**

1) Planning context: *Is this project part of an adopted program, policy, or plan?*

NO

YES (*must identify*): Master Plan

Must list the adopted program or policy, and how this project directly or indirectly meets these objectives.

This is a revised plan based on master planning with Gosling Czubak for State development grants. This project represents an adjustment to the original size (length) of the proposed trail.

2) Planning context: *Is the community legally obligated to perform this service?*

NO

YES

Please describe the community's legal obligation:

3) Explain how the project will a) eliminate or prevent an existing health, environment, or safety hazard, and/or b) alleviate an emergency service deficiency or disruption.

NA

4) How is the project consistent with and supported by your department program goals?

Continued trail maintenance and development at Veronica Park has been a goal stated in our master planning and our 5 Year Recreation Plan.

5) How is the project supported by goals of the Leelanau General Plan?

same as above

6) How is the project consistent with and supported by local plans (*a Master Plan, Parks & Recreation Plan, Trail Plan, etc.*)

Same as above

7) How will the project improve and/or protect the County's infrastructure?

This trail represents an improvement to the trails at Veronica and represents a major improvement to the features open to disabled citizens at the park

8) How will the project improve and/or increase the level of service provided by the County?

same as above

9) List any other anticipated benefits that are not described above, such as: *Preservation of historic building/feature, increased economic development opportunity, saving greenspace/farmland, meeting a regulatory requirement, etc.*

**C) Coordination:** Please identify if this project is dependent upon one or more other CIP projects and please describe what the relationship is:

It is not

**D) Project timeline:** Estimated project beginning and ending dates. Be sure to include any work being done in prior years, including studies or other planning:

Stated in the spring of 1024 this trail project should be completed in one year.

**E) Prior approval:** Is this project included in a prior year's budget? Has this project been approved by any board, commission or governing body?

YES: Please check all appropriate box(es)

Governing Body

Planning Commission

Prior year budget: \_\_\_\_\_

NO

**F) Total estimated cost:** \$ 85,000

1) **Basis of cost estimate:** Please check one of the following:

Cost of comparable facility/equipment

Cost estimate from engineer/architect

Rule of thumb indicator/unit cost

Preliminary estimate

Ball park "guesstimate"

2) List all funding options available for this project:

Parks & Rec budget.

General funds

Grants

3) Recommended funding options(s) to be used?

Parks & Rec budget and General Fuds

4) Will the project leverage outside funding for project completion? If yes, from what source?

Not ssure

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5) Will the project require additional personnel, materials/supplies, (or) will it increase operating costs?

No

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**G) Cost to Benefit Considerations:** Estimate the number of citizens impacted and the benefits of that impact comparing those benefits to the total estimated costs.

Unknown

## EQUIPMENT

**A) Equipment description:** \_\_\_\_\_ **Date prepared:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Form of acquisition:** Please check one of the following:

- Purchase
- Rental/lease

Number of units requested: \_\_\_\_\_

Estimated service life (years): \_\_\_\_\_

### **B) Justification**

**Purpose of expenditure:** *Please check appropriate box(es)*

- Scheduled replacement
- Replace worn-out equipment
- Expanded service life
- Increased safety
- Present equipment obsolete
- Reduce personnel time
- New operation
- Improved service to community, procedures, etc.
- Other: \_\_\_\_\_

**C) Cost Factors**

DIRECT COSTS	PER UNIT (\$)	TOTAL COST (\$)
Purchase price or annual rent/lease		
Plus: installation or related charges		
Plus: annual operational costs		
Less: annual operational savings		
Less: trade-in, salvage value, discount		
<b>Net purchase cost/annual rent</b>		

**Replaced item(s):** attach separate page if necessary

ITEM	MAKE	AGE	PRIOR YEAR'S MAINTENANCE	PRIOR YEAR'S RENTAL COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$