



Parks and Recreation Regular Meeting

Thursday, March 10, 2022 at 5:30 PM

Commission Chambers, Second Floor, Governmental Center, 400 Boardman Avenue,
Traverse City, MI 49686

Parks and Recreation: Enhances community and quality of life through people, parks and programs.

Commissioners: Alisa Korn (Citizen Member; President), Rod Kivell (Citizen Member; Vice President), Rodetta Harrand (Citizen Member; Secretary), Jessica Brutzman (Citizen Member), Grace Edinger (Citizen Member), Penny Morris (County Board of Commissioners' Representative), Jalen Provo (Citizen Member), Andy Smits (County Drain Commissioner), and Joseph Underwood (County Road Commission Representative).

General Meeting Policies:

- Please turn off all cell phones or switch them to silent mode.
- Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.
- If you need auxiliary aid assistance, contact 231-922-6880.

Page

A. CALL TO ORDER:

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

D. FIRST PUBLIC COMMENT:

Rules: Any person shall be permitted to address the Parks and Recreation Commission, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended (MCLA 15.261, et. seq.). Public comment shall be carried out in accordance with the following Board Rules and Procedures.

1. Any person wishing to address the Commission may state his or her name and address.
2. No person shall be allowed to speak more than once on the same matter, excluding Commissioners' questions. The President shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The President may, at his or her discretion, extend the amount of time any person is allowed to speak. No member of the Commission or staff shall respond to public comment. All commenters must refrain from any personal or political attacks on any member of the public, staff, or board. No profanity, harassment, or bullying will be tolerated, and will provide just cause to be removed from the meeting.

E. APPROVAL OF/ ADDITIONS TO AGENDA:

F. SPECIAL ORDERS OF BUSINESS/ PRESENTATIONS:

(Limited to 10 Minutes Each)

1. Boardman River Crossing Alternatives (Presentation)

G. CONSENT CALENDAR

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item on the Consent Calendar be removed therefrom and placed elsewhere on the agenda for full discussion. Such requests will automatically be respected. If any item is not removed from the Consent Calendar, the action noted (Receive and File or Approval) is approved by a single Commission action adopting the Consent Calendar.

RECEIVE AND FILE:

1. Parks and Recreation Department Report 4 - 5
[2022-3 PRC Department Report](#)
2. Parks and Recreation Budget Report 6
[2022-3 Parks and Recreation Budget Report](#)
3. Central YMCA Reports 7 - 8
[Central Y Membership Stats \(January\)- 2022](#)
[Central Y Membership Stats \(February\)- 2022 \(1\)](#)
4. Approved Minutes of the February 1, 2022 Parks and Recreation Business Development Team Meeting 9 - 10
[APPROVED Parks and Recreation Business Development Team - 01 Feb 2022](#)
5. Draft Minutes of the March 1, 2022, Parks and Recreation Business Development Team Meeting 11 - 12
[DRAFT Parks and Recreation Business Development Team - 01 Mar 2022 - Minutes](#)
6. Parks and Recreation Partner Reports 13 - 22
[2021 Norte Civic Center Report](#)
[GTCD December 2021 Report](#)
[GTCD December 2021 Report Pt. 2](#)
[GTCD January 2022 Report](#)
[GTCD January 2022 Report Pt 2](#)
[GTCD February 2022 Report](#)
[GTCD February 2022 Report Pt. 2](#)

APPROVALS:

7. Draft Minutes of the January 13, 2022 Regular Meeting of Parks and Recreation Commission 23 - 29
[DRAFT MINUTES Regular Meeting of the Parks and Recreation Commission - 13 Jan 2022](#)

H. ITEMS REMOVED FROM CONSENT CALENDAR:

I. REPORTS:

J. OLD BUSINESS:

1. Great Lakes Incubator Farm Footbridge at the Natural Education Reserve (NER) 30 - 31
[GTCD-SupportLetter-OttawayRiver-BLO-signed \(1\)](#)
[GTCPR Letter of Support-FHGP](#)

K. NEW BUSINESS:

1. Bayfront Scooters Agreement 32 - 51
Recommended Motion to approve executing the agreement between the Parks and Recreation Commission and Bayfront Scooters, as presented, pending final review of Grand Traverse County Civil Counsel.
[DRAFT 2022-2024 PR-Bayfront Scooters AGMT](#)
2. New Agreement - Kiwanis Club Garden Naming Rights 52 - 65
Recommended Motion to approve the maintenance of two gardens at the entrance of the Civic Center building at 1213 W. Civic Center Drive by the Kiwanis Organization of Traverse City, and acceptance of a naming rights agreement with the Kiwanis Organization of Traverse City for the period beginning June 1, 2022, ending December 31, 2024.
[Rain Gardens](#)
[Flag Flowers](#)
[2022-2024 DRAFT Kiwanis Club Garden Naming Rights](#)

L. SECOND PUBLIC COMMENT (REFER TO ITEM C ON AGENDA FOR RULES)

M. NOTICES AND COMMISSIONER COMMENTS:

N. ADJOURNMENT



Parks and Recreation Department Report (February to March)

General Updates

- Administration has hired a new Director for the Parks and Recreation Department. His name is John Chase and will start the position on April 11.

Civic Center Park

- The Parks and Recreation Department, Business Development Team, and Facilities Management have been working diligently to construct a draft agreement for Bayfront Scooters at Civic Center Park. Discussion of the building, utilities, signage, and services have all been vastly investigated.
- Parks and Recreation Staff have met with partners, Parallel 45 to prepare for the 2022 season and discuss potential amendments to the current agreement. Discussions of set scheduled time, partnering on structure setup and tear down, as well as marketing have made both parties feel ready and excited for the 2022 summer!
- Constituents with Kiwanis Club of Traverse City have mentioned that they are interested in entering into another three-year agreement with Parks and Recreation for naming rights for a small garden in the front of the Civic Center main building.
- Show season is here! Staff have been working with customers and Facilities Management to assure these events are delightful and successful. Below are a few events coming up here in March and early April
 - Blue Water Promotions Boat Show (March 18 through March 20)
 - MARVAC RV & Camping Show (March 25 through March 27)
 - Blue Water Promotions 'Up North' Lake and Cottage Show (April 8 through 10)

Keystone Properties

- TBAYS begins outdoor programming in April and registration has already begun! Individuals can sign up for recreational soccer online at www.tbays.org.

Maple Bay Park and Natural Area

- Staff is working to get ahold of the Send family to discuss another agreement for Farming at Maple Bay Park and Natural Area.

Medalie Park

- The three-year agreement for The River Outfitters was reviewed and approved by the Business Development Team on Tuesday, March 1. The agreement has since been fully executed and sent to the County Clerks office for filing.

Power Island

- Power Island has opened reservations online for booking Power Island South Beach campsites. As of Friday, March 4, 2022, the Parks and Recreation Department staff have processed one hundred seventy-two (172) camping reservations.

Twin Lakes Park

- The Parks and Recreation Department staff have processed one hundred twenty-seven (127) reservations scheduled for the 2022 calendar year. The projected revenue at this time is already equal to or surpassed the revenue of four of the past seven years.
- The Grand Traverse County Corrections Division has been scheduling frequent training in the Gilbert Lodge. The department incurs no cost as the Parks Department allows other County Departments to use the space for free during business hours.
- Twin Lakes Park Caretaker, Ian and his wife, Kim have put on events throughout the “off season” bringing the park more reservations than it has seen during this time of year. Events that have taken place and to look out for as follows.
 - January 23 – Sled n’ Sip (1 to 4 p.m.)
 - February 6 – Wedding Expo Open House (1 to 3 p.m.)
 - February 20 – Sled n’ Sip (1 to 4 p.m.)
 - March 19 – Wedding Expo (10 a.m. to 1 p.m.)
 - The expo currently has twenty-one (21) vendors signed up to participate.
- The Parks and Recreation Department has been “hands off” in the process regarding reviewing the possibility of transferring the Park to Long Lake Township. Administration brought the topic back to the Board of Commissioners on Wednesday, March 2, in the [Administrators Report](#) which mentions options to either keep the park as a County asset, work through the Property Disposal Policy, and two other options to get around the Property Disposal Policy. During the meeting, Commissioner Coffia made a comment on the matter to which she mentioned she and Commissioner Nelson spoke on the impact a transfer of the property would have on YouthWorks and would like to bring that up at the next meeting.

Parks and Recreation Makes the News

- [Record Eagle - Grand Traverse Parks and Rec Commission Turns Down Long Lake Proposal for Twin Lakes](#)
- [Record Eagle - Township Looks to Take Over Ownership of County Park](#)
- [The Ticker - GT County Commissioners to Discuss Twin Lakes Ownership](#)
- [Up North Live - Ownership of Twin Lakes Park Under Discussion](#)
- [Record Eagle - GTC to Explore Ownership Transfer of Twin Lakes Park](#)
- [Up North Live - Child and Family Services Program Awarded 70K Grant](#)
- [Record Eagle - Food in Brief \(Sled n' Sip - Disney Edition\)](#)
- [The Ticker - Leadership Changes Underway Across Grand Traverse Region](#)
- [Record Eagle - Twin Lakes Neighbors Press for Park Preservation](#)

3/2/2022

Fund 208

Department	Revenue						
	Dept % of Budget	Initial Budget	Adjusted Budget	This Month	YTD	Budget Balance	% of Budget Received
751 P&R Commission	29.9%	505,127	505,127	-	5,161.28	499,965.72	1.0%
752 Civic Center	11.3%	166,450	191,450	-	5,535.45	185,914.55	2.9%
753 Maple Bay	0.0%	-	-	-	-	-	0.0%
756 Pool	0.3%	5,000	5,000	-	-	5,000.00	0.0%
757 Power Island	0.9%	15,700	15,700	-	6,615.00	9,085.00	42.1%
758 NER	3.0%	50,000	50,000	-	-	50,000.00	0.0%
759 Twin Lakes	5.8%	97,400	97,400	(80.00)	9,188.72	88,211.28	9.4%
760 Bartlett Park	0.0%	-	-	-	-	-	0.0%
761 Howe Arena	3.8%	63,500	63,500	-	-	63,500.00	0.0%
762 Medalie Park	44.9%	758,500	758,500	-	-	758,500.00	0.0%
763 Tart Trail	0.0%	-	-	-	-	-	0.0%
764 Meyer House	0.1%	1,000	1,000	-	-	1,000.00	0.0%
Total	100%	1,662,677	1,687,677	(80.00)	26,500.45	1,661,176.55	

Dept % of Budget	Expenditures						
	Initial Budget	Adjusted Budget	This Month	YTD	Current Encumbrance	Budget Balance	% of Budget Expended
27.9%	470,705	470,705	13,276.51	60,630.98	-	410,074.02	12.9%
11.9%	176,150	201,150	-	27,593.58	1,075.27	172,481.15	13.7%
0.1%	2,100	2,100	-	-	-	2,100.00	0.0%
3.3%	55,666	55,666	-	2,989.60	-	52,676.40	5.4%
1.5%	25,300	25,300	-	637.03	-	24,662.97	2.5%
5.7%	96,416	96,416	-	11,604.00	-	84,812.00	12.0%
2.9%	49,600	49,600	-	1,128.23	-	48,471.77	2.3%
0.6%	10,740	10,740	-	-	-	10,740.00	0.0%
0.4%	6,000	6,000	-	-	-	6,000.00	0.0%
45.3%	765,000	765,000	-	-	-	765,000.00	0.0%
0.0%	-	-	-	-	-	-	0.0%
0.3%	5,000	5,000	-	-	-	5,000.00	0.0%
100%	1,662,677	1,687,677	13,276.51	104,583.42	1,075.27	1,582,018.31	



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

CENTRAL Y MEMBERSHIP STATS

January 2022

Total number of visits	4,426 scans
Total number of new members	34 units (80 members)
Total number of renewals	1 unit (7 members)
Total number of terminations	16 units

Current Unit Count	557
Current Member Count	969



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CENTRAL Y MEMBERSHIP STATS

January 2022

Total number of visits	4,426 scans
Total number of new members	34 units (80 members)
Total number of renewals	1 unit (7 members)
Total number of terminations	16 units

February 2022

Total number of visits	4,282 scans
Total number of new members	38 units (83 members)
Total number of renewals	0 unit (1 members)
Total number of terminations	12 units

Current Unit Count	566
Current Member Count	1,008



MINUTES REGULAR MEETING

5:30 PM - Tuesday, February 1, 2022

Gilbert Lodge at Twin Lakes Park 6800 N. Long
Lake Road Traverse City, MI 49684

The Parks and Recreation Business Development Team of the Grand Traverse County was called to order on Tuesday, February 1, 2022, at 5:30 PM, in the Gilbert Lodge at Twin Lakes Park 6800 N. Long Lake Road Traverse City, MI 49684, with the following members present:

PRESENT: Rod Kivell, Rodetta Harrand, Alisa Korn, Jessica Brutzman, John Sohacki, and Peter Albers

EXCUSED:

CALL TO ORDER:

The meeting was called to order at 5:31 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL:

There was no public comment.

APPROVAL OF/ ADDITIONS TO AGENDA:

Approve the agenda.

Moved by Alisa Korn
Seconded by Peter Albers

MOTION to approve the agenda as presented.

Carried

APPROVAL OF MINUTES:

Minutes of the December 7, 2021, Business Development Team Meeting

Moved by Peter Albers
Seconded by John Sohacki

MOTION to approve the minutes as presented.

Carried

BUSINESS:

Bayfront Scooters Proposal Continued

- Shaun Quinn and the committee members discussed the location, security, signage, and color of the rental building. Also, discussion of relationships with other partners, prepackaged concessions, and being conscious of utility usage and mention of in an agreement.

Dream Team Field Proposal

- Dayna Ryan, Dream Team, and Paul Mahan, with Grand Traverse Construction, spoke regarding proposing to make the dugouts for Fields 2 and 3 universally accessible. They brought up some safety concerns and proposed ideas to mitigate those concerns.

Construct RFP Requirements

- Park Signage
- Twin Lakes Gutters
- Power Island Gator

Parks and Recreation User Fees (Draft 2022 Fees)

Discussed costs of the Twin Lakes Cabin, Pavilion rental costs, Field Rentals, the possibility of getting a tent, and extended hours for programming.

PARK UPDATES (INTERIM DIRECTOR)

Parallel 45 Civic Center Park Proposal

Interim Director gave a verbal report on the status of the current proposals and what is feasible.

Twin Lakes Events

- Sledding
- Open House
- Programming

Twin Lakes Caretaker discussed upcoming public events at Twin Lakes Park.

SECOND PUBLIC COMMENT (REFER TO ITEM C ON AGENDA FOR RULES)

There was no second public comment.

ADJOURNMENT

The meeting adjourned at 8:38 p.m.

County Clerk

Chairman

**MINUTES
REGULAR MEETING**

5:30 PM - Tuesday, March 1, 2022

Gilbert Lodge at Twin Lakes Park 6800 N. Long
Lake Road Traverse City, MI 49684

The Parks and Recreation Business Development Team of the Grand Traverse County was called to order on Tuesday, March 1, 2022, at 5:30 PM, in the Gilbert Lodge at Twin Lakes Park 6800 N. Long Lake Road Traverse City, MI 49684, with the following members present:

PRESENT: Rod Kivell, Rodetta Harrand, Alisa Korn, John Sohacki, and Peter Albers

EXCUSED: Jessica Brutzman

CALL TO ORDER:

Meeting called to order at 5:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL:

FIRST PUBLIC COMMENT:

There was no public comment.

APPROVAL OF/ ADDITIONS TO AGENDA:

Approval of the agenda.

Moved by Peter Albers

Seconded by Rodetta Harrand

MOTION to approve the agenda as presented.

Carried

APPROVAL OF MINUTES:

Minutes of the February 1, 2022, Business Development Team Meeting

Moved by Alisa Korn

Seconded by John Sohacki

MOTION to approve the Minutes as presented.

Carried

BUSINESS:

The River Outfitters Three-year Draft Agreement

- The committee members discussed the rate and how it is reasonable to keep a flat rate over three years as there is construction going on in the park, schedule this year. Discussion of items 14 and 17 was also discussed and their differences of intention.

Bayfront Scooters Draft Agreement (Pending Civil Counsel Review - In Process)

- The committee members reviewed the draft agreement and generated a list of additions and updates such as the mention of utilities and specification of services. Shaun Quinn was in attendance at the meeting and was able to provide further details.

PARK UPDATES (DIRECTOR)

Contracts Up for Renewal 2022

- American Legion Baseball
- Grand Traverse Bay YMCA

The committee decided to table the American Legion Baseball agreement for a later time. As for the Grand Traverse Bay YMCA agreement, the committee discussed the possibilities of the pool future. Commissioner Korn suggested selling the pool to the YMCA for \$1, other suggestions were to find the old assessment from the most recent fundraising campaign, get a professional assessment of the health of the pool, and figure out what the pool costs with the knowledge of the catastrophic equipment failure clause in the agreement. Then, determine the potential revenue of the pool and move forward with either an RFP, an agreement consulting company, or other options to be discussed at a later meeting.

SECOND PUBLIC COMMENT (REFER TO ITEM C ON AGENDA FOR RULES)

There was no second public comment.

ADJOURNMENT

The meeting was adjourned at 9:18 p.m.

County Clerk

Chairman



HAPPY • HEALTHY • STRONG

DATE: 1/24/2022
TO: Grand Traverse County Parks and Recreation Commissioners
FROM: Jill Sill, Interim Norte Executive Director
SUBJECT: Grand Traverse County Parks and Recreation Commission Annual report

2022 will be Norte's sixth year at the park, and once again, we saw the activity and excitement increase. We use the park as our office, bike shop, meetup locations, and programming center. Thank you for being a part of delivering Norte's mission to the community.

Here is a shortlist of some of our accomplishments at the park this year. Visit our blog at happyhealthystrong.org to learn more about the magic that occurs at Norte and the Civic Center.

During 2021, Norte:

- Operated the Traverse City Summer Bike Camp from the Wheelhouse, serving 600+ 1st–8th graders. In the summer, 60 riders start their day right outside the Wheelhouse!
- Hosted weekly balance bike meetups on our skills track, including energizing the activity with live music and bubbles.
- Launched Bikes for All meetups for adults with special needs and abilities.
- Provided mobile hand-washing stations for park users at the Clubhouse and Wheelhouse.
- Hosted our ever-expanding Grand Traverse Kids' Bike Library and our program storage, consignment sales, and essential transportation bikes within the Wheelhouse.
- Offered free access to our community bike shop and tools for essential repairs each year.
- Held a successful 24-Hours at the Civic Center to raise money for Norte and the Civic Center.
- Collected non-perishable goods in partnership with Food Rescue by organizing the 4th annual Cranksgiving at the Wheelhouse. This bicycle-powered event is a community food drive that supports area food pantries.
- Completed the final design of the future Pump Track and continued exploring plans for a future Educational Center.
- Celebrated over 5,000 hours of donated time by our volunteers in support of Norte's efforts in the park.

Last year was full of opportunities and challenges. And we remain committed to our home here at the Civic Center. In 2022 we will focus on elevating our services to the community. If you have any questions or ideas on how Norte and the County can partner in the coming year, please contact me. I'd love to talk!



Grand Traverse Conservation District

December 2021 Report

Nature Center Visitation this Month: 129 Nature Center Visitation December 2020: 0

Program Participants this month: 0 Program Participants December 20: 0

Drop ins this month: 2 Drop-in December 20: 0

Total Nature Center Visitation (2021): 774 Nature Center Visitation since 2008: 99,971

Program Participation & Program Planning:

- 2500+ youth participated in our 2021 programming series including Nature Day Camp, Knee High Naturalists, Peepers and our Homeschool Program
- On track to hit our 100,000th visitor in the New Year
- Evaluated all weekly programming and developed new mission statements for each. We look forward to using this method for an evaluation of all of the programs currently offered and those that could be offered in the future.
- Our policies and procedures for programming were all updated with further guidelines for the COVID-19 pandemic.



Grand Traverse Conservation District

December 2021 Report

OWNER/PARKLAND: Grand Traverse County – Natural Education Reserve and Medalie Park

Administration

- Met with Gene Ullery-Smith (potential contractor) onsite to discuss signage needs and opportunities within the parkland.
- Corresponded with NER Advisory Committee members regarding updates and work plans.
- Attended the County Parks & Recreation Commission's Business Development Team meeting to request their support for the proposed footbridge at the former Sabin Dam site. After receiving the Business Development Team's support then subsequently attended the Parks & Recreation Commission meeting to receive the full Commission's support.

Monitoring and Maintenance

- Performed routine weekly trailhead checks (including Medalie Park) and refilled dog waste bag dispensers.
- Removed fallen trees from trails in a multitude of locations within the NER trail systems following a high wind event in mid December.
- Changed InfoStation display posters to reflect Winter themes.
- Hauled away the old unused donation tube from Keystone Rapids trailhead.
- Closed the gate that blocks access to Jack's Landing lower canoe drop to deter vehicles from entering and becoming stuck at the bottom of the hill.
- Snow plowed Jack's Landing and Beaver Pond trailhead to ensure safe and confident access for trail users.
- Responded to Trail Steward reports as they were received.
- Replaced a broken fence post at Jack's Landing in front of the outhouse.
- Finished the installation of treated fencing along the BRT - Sabin Rapids area.
- Removed the old rotting fencing from the roundabout parking areas at Medalie Park and replaced it with new treated fencing.
- Repaired down fence rails at Lone Pine and Beitner Landing parking areas.
- Installed plexiglass cover doors to the new InfoStation at Beaver Pond trailhead, along with NER park map poster and Winter seasonal poster.

Grants



- Submitted a MDNR Fisheries Habitat grant pre-proposal to stabilize an eroding bank along the Keystone Rapids (and were subsequently approved to submit a full proposal).
- Drafted a pre-proposal to the USFWS/Great Lakes Fish and Wildlife Restoration Act grant program to stabilize an eroding bank along the Keystone Rapids (due January 5th)



Grand Traverse Conservation District

January 2022 Report

OWNER/PARKLAND: Grand Traverse County – Natural Education Reserve and Medalie Park

Administration

- Scheduled and solicited a guided winter hike to be held on Feb 5th.
- Corresponded with representatives of the National Park Service - Rivers Trails and Conservation Assistance (RTCA) program to determine the eligibility of signage development on the NER.
- Developed a photo document of past to present maps and signage on the NER to share with RTCA representatives for background information.
- Coordinated and facilitated a NER Advisory Committee meeting on January 12. Developed a draft agenda, supporting documents, and draft minutes for Committee review.
- Attended an East-West Corridor study for the GT County Road Commission, conducted by OHM Consultants at the Boardman River Nature Center. Discussion focused on potential impacts optional crossings may have on the Boardman River Valley and NER.
- Continued development of a draft annual workplan and budget for the NER.
- Received engineering estimate for costs associated with the future design and development of the Ottaway Crossing at the former Sabin Dam site.
- Continued to develop the capital campaign for the Ottaway Crossing and Great Lakes Incubator Farm.

Monitoring and Maintenance

- Performed routine weekly trailhead checks (including Medalie Park) and refilled dog waste bag dispensers.
- Checked the Jack's Landing outhouse on a weekly basis for cleanliness.
- Installed two District-provided infrared trail counters at Medalie Park to gauge park usage.
- Responded to trail steward reports as they were received.
- Covered up graffiti on trees and rocks near the Oleson Bridge aviary platform/gazebo after it was reported by a trail user.



- Hiked and provided reconnaissance on the Oleson Bridge trails with GTCD education staff for future outreach opportunities and to check on trail statuses.

Grants

- As noted above, continued to communicate with representatives of the National Park Service - Rivers, Trails, and Conservation Assistance Program regarding a grant request to assist in the development of wayfinding and interpretive signage from the NER to Medalie Park. Reached out to Grand Traverse Band for a letter of support to assist on the development of interpretive signage. Application is due March 1.
- Prepared and submitted a request for free milkweed plugs as part of a Monarch Watch program. Milkweed plugs are free- must pay for shipping.
- Applied to the Keep Michigan Beautiful Beatification Program for assistance in funding tree and shrub seedlings for an Arbor Day Community WorkBee event.



Grand Traverse Conservation District

January 2022 Report

ENVIRONMENTAL EDUCATION

Nature Center Visitation this Month: 25

Nature Center Visitation January '21: 0

Program Participants this month: 58

Program Participants January '21: 120

Nature Center Visitation this year: 83

Nature Center Visitation since 2008: 100,128

Program Participation & Program Planning:

- 23 youth participated in a NEST program from the Children's House Montessori School, they were the group that pushed our numbers over 100,000 for Nature Center Visitors since the doors opened in August 2008.
- Winter/Spring weekly programming is underway. Our Knee High Naturalist and Homeschool programs are full and running smoothly.
- ___ young explorers and their adults participated in our Peepers program
- Nature Day Camp registration opens on February 1st @ 9:00am
- Our Lantern Lit Snowshoe Hike was a huge success with 63 people in attendance in sub-zero temperatures. The need for these types of events and activities was greatly identified and we look forward to holding more in the future.
- Self-guided Hot Cocoa Hike to be held on 02/09/2022. This is an opportunity for anyone to visit the NER for a walk and/or chat with staff about all things nature. BYOM (Bring your Own Mug)
- Winter Mycology Hike event to be held on 02/26/2022



Grand Traverse Conservation District

February 2022 Report

ENVIRONMENTAL EDUCATION

Nature Center Visitation this Month: 34 Nature Center Visitation February '21: 0

Program Participants this month: 90 Program Participants February '21: 104

Nature Center Visitation this year: 124 Nature Center Visitation since 2008: 100,335

Trail Users around the Nature Center this month: 2,566 (1,283 - total divided by 2, assuming trail users go 'there and back' and pass a trail counter twice)

Program Participation & Program Planning:

- 25 preschoolers participated in our Peepers Spring programming accompanied by their guardian(s).
- Nature Day Camp registration is full with a large waiting list for the summer. We are working on hiring the number of staff needed. Two promising candidates have been interviewed with others in process.
- Submitted grant to Optimist Youth foundation to support our 100% outdoor environmental education programming initiative
- Six schools have reached out this month to GTCD and scheduled a NEST field trip program for the coming months.



Grand Traverse Conservation District

February 2022 Report

CONSERVATION TEAM

OWNER/PARKLAND: Grand Traverse County – Natural Education Reserve and Medalie Park

Administration

- Held a site visit for NPS representatives and parkland stakeholders involved with an upcoming signage development project that encompasses trails from Beitner Rd north to Medalie Park, including the Natural Education Reserve.
- Solicited a letter of support from GT County for the aforementioned signage project and the associated application for assistance from the National Parks Service - Rivers, Trails, and Conservation Assistance program.
- Began the permitting process for upcoming trail developments in the Incubator Farm & Sabin bottomlands areas, including EGLE JPA and the associated conceptual designs and site photos needed.
- Updated work plan items and budget details for upcoming field season on the NER.
- Revised and revamped interim kiosk display posters with new trails maps, and solicited an estimate for printing. Current kiosk display posters still depict the ponds and have interim maps stapled overtop.
- Updated interim trail intersection maps to be posted along trails, ahead of forthcoming large signage development projects.
- Corresponded with Chris Kushman, TART Trail Planning and Management Director, on wayfinding signage for the Boardman River Trail.

Monitoring and Maintenance

- Performed routine trailhead checks (including Medalie Park) and refilled dog waste bag dispensers.
- Checked the Jack's Landing outhouse on a regular basis to ensure cleanliness and sufficient supply of toilet paper and hand sanitizer.
- Monitored the progress of the expansion of TART's Boardman Lake Loop project.
- Downloaded preliminary trail counter data from Medalie Park.



- Resecured down fence rails at Lone Pine and Beitner parking lots.
- Reposted 'facility closed' sign on Beitner outhouse after it was torn down.
- Spread salt/sand mixture using District-owned truck to Jack's Landing and Beaver Pond parking areas following thaw & freeze conditions that made lot surfaces extremely icy.
- Replaced broken lock eye-bolt at Jack's Landing after the gate was hit by a car and busted open. Re-locked gate thereafter.
- Covered up residual graffiti along the trails near Oleson Bridge.

Grants

- Prepared an application for technical assistance from the National Park Service - River, Trails, and Conservation Assistance program for the development of wayside signage on the NER and at Medalie Park. Secured Letters of Support from partners for March 1 submission.

Other

- Held a 'roving' hike with Education staff from the District to better familiarize personnel with trail and parkland opportunities.
- Coordinated and held a guided winter hike in the Oleson Bridge area with ~14 participants.
- Led a group of individuals from Traverse Connect on a guided hike to highlight past and future restoration and recreational projects.



MINUTES REGULAR MEETING

5:30 PM - Thursday, January 13, 2022

Commission Chambers, Second Floor,
Governmental Center, 400 Boardman Avenue,
Traverse City, MI 49686

The Regular Meeting of the Parks and Recreation Commission of the Grand Traverse County was called to order on Thursday, January 13, 2022, at 5:30 PM, in the Commission Chambers, Second Floor, Governmental Center, 400 Boardman Avenue, Traverse City, MI 49686, with the following members present:

PRESENT: Rodetta Harrand, Jalen Provo, Alisa Korn, Jessica Brutzman, Rod Kivell, Grace Edinger, and Andy Smits

EXCUSED: Penny Morris

A. CALL TO ORDER:

The meeting was called to order at 5:31 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

D. ELECTION OF OFFICERS:

1. Election of President (Nominations)

Moved by Rodetta Harrand

Seconded by Jalen Provo

MOTION to open nominations for President.

Carried

Moved by Rodetta Harrand

Seconded by Jalen Provo

MOTION to nominate Commissioner Korn for president.

Carried

2. Election of President (Roll Call Vote)

Roll Call Vote:

Yeas: Brutzman, Edinger, Harrand, Kivell, Provo, Smits, Korn, and Underwood (8)

Nays: None (0)

Absent: Morris (1)

Motion passes 8 to 0.

3. Election of Vice President (Nominations)

Moved by Alisa Korn
Seconded by

MOTION to open nominations for Vice President.
Carried

Moved by Jalen Provo
Seconded by Alisa Korn

MOTION to nominate Commissioner Kivell for Vice President.
Carried

4. Election of Vice President (Roll Call Vote)

Roll Call Vote:

Yeas: Underwood, Smits, Provo, Kivell, Harrand, Edinger, Brutzman, and Korn (8)

Nays: None (0)

Absent: Morris (1)

Motion passes 8 to 0

Election of Secretary (Nominations)

Moved by Alisa Korn
Seconded by Jalen Provo

MOTION to nominate Commissioner Harrand for Secretary.
Carried

5. Election of Secretary (Roll Call Vote)

Roll Call Vote:

Yeas: Smits, Edinger, Provo, Brutzman, Underwood, Kivell, Harrand, and Korn (8)

Nays: None (0)

Absent: Morris (1)

Motion passes 8 to 0.

E. COMMITTEE APPOINTMENTS

1. Business Development Team (Not to exceed six [6] members, with a minimum of four [4] Parks and Recreation Commissioners and a maximum of two [2] citizen members who are Grand Traverse County Residents)

2. Business Development Team Chair

- Commissioner Kivell

3. Business Development Team Vice-Chair

- Citizen Member, Pete Albers

Moved by Jalen Provo
Seconded by Rod Kivell

MOTION to move forward with the previous assignments for the Business Development Team.

Carried

4. Natural Education Reserve Advisory Committee Representative

Moved by Alisa Korn
Seconded by Rodetta Harrand

MOTION to appoint Commissioner Underwood as the Natural Education Reserve Advisory Committee Representative.

Carried

5. Traverse Bay Area Youth Soccer (TBAYS) Board Representative

Moved by Rod Kivell
Seconded by Grace Edinger

MOTION to appoint Commissioner Provo as the Traverse Bay Area Youth Soccer (TBAYS) Board Representative.

Carried

6. Strategic Planning Subcommittee (Not to exceed five [5] members, with a minimum of four [4] Parks and Recreation Commissioners and a maximum of one [1] citizen appointee who is a Grand Traverse County resident.)

7. Strategic Planning Subcommittee Chair

- Commissioner Provo

Moved by Grace Edinger
Seconded by Jessica Brutzman

MOTION to nominate Commissioner Provo as Chair of the Strategic Planning Committee.

Carried

8. Strategic Planning Subcommittee Vice Chair

- Commissioner Edinger

Moved by Jalen Provo
Seconded by Rodetta Harrand

MOTION to nominate Commissioner Edinger as Vice-Chair of the Strategic Planning Committee.

Carried

Moved by Alisa Korn
Seconded by Jalen Provo

MOTION to appoint a citizen member, whom the President will reach out to, Commissioner Provo as Chair, Commissioner Edinger as Vice-Chair, Commissioner Kivell as Commissioner Member, and Commissioner Underwood as Commissioner Member.

Carried

9. Rules Committee (Minimum of three [3], and a maximum of six Parks and Recreation Commissioners)
10. Rules Committee Chair
 - Commissioner Provo
11. Rules Committee Vice Chair
 - Commissioner Kivell

Moved by Jalen Provo
Seconded by Grace Edinger

MOTION to maintain previous assignments for the Rules Committee as presented.

Carried

F. 2022 Parks and Recreation Commission, Business Development Team, and Strategic Planning Ad Hoc Committee Meeting Schedule

1. Proposed PRC and BDT and Subcommittee Schedules

Moved by Jalen Provo
Seconded by Jessica Brutzman

MOTION to approve the Parks and Recreation and Ad Hoc Committees schedules as presented.

Carried

FIRST PUBLIC COMMENT:

1. Public member, Norm Veliquette spoke in regard to harvesting dead black walnut trees at Maple Bay Farm and passing them along for use at 4H camps.

APPROVAL OF/ ADDITIONS TO AGENDA:

Approval of the Agenda

Moved by Andy Smits
Seconded by Jessica Brutzman

MOTION to approve the agenda as presented.

Carried

SPECIAL ORDERS OF BUSINESS/ PRESENTATIONS:

(Limited to 10 Minutes Each)

Benefactor Group Introduction and Update

- Laura MacDonald, Principal and Founder, and Katie Snider, Project Manager, introduced themselves and discussed the timeline for the project.
- County Deputy Administrator, Christopher Forsyth, discussed upcoming potential grant options.

CONSENT CALENDAR

RECEIVE AND FILE:

1. Parks and Recreation Department Report
2. Parks and Recreation Budget Report
3. Central YMCA Report
4. Minutes of the December 7, 2021, Parks and Recreation Business Development Team Meeting
5. Reference: State of Michigan County and Regional Parks Act 261 of 1965
6. Reference: *Rules and Regulations with Respect to the Grand Traverse County Parks and Recreation Commission* [Board Operating Rules], Amended January 20, 2016
7. Reference: *Grand Traverse County Parks and Recreation Commission Rules*, Amended September 14, 2017, June 13, 2019, July 9, 2020, May 13, 2021 [Park Rules]
8. Parks and Recreation Commission 2021 Motions and Roll Calls
9. Partner Evaluations Continued...

APPROVALS:

1. Draft Minutes of the December 16, 2021, Regular Meeting of Parks and Recreation Commission

ITEMS REMOVED FROM CONSENT CALENDAR:

Removal of Item 1 Parks and Recreation Department Report, Item 2 Parks and Recreation Budget Report, and Item 3 Central YMCA Report.

- Discussion on investigating the TBAYS fees.
- The maintenance or replacement for the EZ Go on Power Island has been budgeted for 2022.
- mParks Conference is in Traverse City from March 6 to 9.

Regular Meeting of the Parks and Recreation Commission
January 13, 2022

- Employee costs have been combined into their own line-item budget to align with the other County department budgets.
- Discussion of pool usage during summer months.

Moved by Jalen Provo
Seconded by Rodetta Harrand

MOTION to approve the Consent Calendar with the exception of Items 1, 2, and 3.

Carried

Moved by Jalen Provo
Seconded by Andy Smits

MOTION to receive and file Items 1, 2, and 3 of the Consent Calendar.

Carried

REPORTS:

Parks and Recreation Department Report (Refer to Item 1 in Consent Calendar; Verbal Report, as Necessary, to Supplement Written Report; Interim Director)

Committee and Representative Reports (Verbal Reports, as Available, from Business Development Team Chair, Rules Committee Chair, Strategic Planning Committee Chair, Natural Education Reserve Advisory Committee Representative, County Board Representative; Verbal Reports, as Available)

- Committee Representatives in attendance reported on their respective committees for the committees that have met in 2022.

OLD BUSINESS:

Civic Center South Request for Support (Action Item)

Moved by Alisa Korn
Seconded by Jessica Brutzman

Grand Traverse County Parks and Recreation Commission supports the mission of Civic Center South and the recreational service they provide to their community as they move forward with their capital needs.

Carried

Roll Call Vote:

Yeas: Kivell, Brutzman, Underwood, Provo, Edinger, and Korn (6)

Nays: Harrand and Smits (2)

Absent: Morris (1)

Motion passes 6 to 2.

Civic Center Parking (Discussion)

Regular Meeting of the Parks and Recreation Commission
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- Signage for no parking has been removed on Titus Rd. at Civic Center Park.
Great Lakes Incubator Farm Footbridge at the Natural Education Reserve (NER)

Moved by Andy Smits
Seconded by Grace Edinger

MOTION to conditionally approve the letter as tendered subject to final review as a form by
County Administration.

Carried

NEW BUSINESS:

Twin Lakes Park Update (Discussion)

- A letter by Twin Lakes Park neighbor, Chaz McCall, was read to the commission.
- Discussion of the County Property Disposition Policy.

SECOND PUBLIC COMMENT

There was no second public comment.

NOTICES AND COMMISSIONER COMMENTS:

There were no notices or commissioner comments.

ADJOURNMENT

The meeting was adjourned at 8:28 p.m.

County Clerk

Chairman



**The Grand Traverse Band of
Ottawa and Chippewa Indians**

2605 N. West Bay Shore Dr. • Peshawbestown, MI 49682 • (231) 534-7750

December 29, 2021

Mr. Koffi Kpachavi
Grand Traverse Conservation District
1450 Cass Rd.
Traverse City, MI 49685

Dear Mr. Kpachavi,

On behalf of the Grand Traverse Band of Ottawa and Chippewa Indians (GTB) I would like to first thank you for your request for guidance on naming the footbridge you've proposed over the Boardman-Ottaway River near the former site of Sabin Dam. Acknowledgement of GTB and all Aanishinaabek in work that seeks to restore and/or enhance resources that have, in many cases, long suffered from the strains of settlement and development contributes significantly and positively in creating space for real and lasting change in how we interact with natural world. With respect and humility, we can show how communities can take better care of freshwater resources by reciprocating the love and care gifted us by these resources for all time.

In this regard, I am pleased to inform you that the Grand Traverse Band supports your effort to name this footbridge the "Ottaway Crossing" as you referenced in your letter of November 4, 2021. It would be appreciated if you could please keep staff from the Natural Resources Department apprised of the timing of the installation of the bridge as well as any subsequent groundbreaking/ribbon cutting event(s) you might consider in formalizing the signage and any additional interpretation related to crossing. As you know, the Grand Traverse Band has long committed to the comprehensive efforts in restoring the Boardman-Ottaway River Watershed and we are hopeful that one day those efforts might extend to the restoration of the river's original namesake, the Ottaway River. In the near 1 ½ decades the Grand Traverse Band has served as Co-Chair of the Boardman Dams Implementation Team we have worked with key partners like you on the dam removals and a long list of related efforts to this historic restoration project. In this regard,

I would like to personally express our gratitude for the work you and your organization have done in support of and consequent to this well-established partnership in conservation. Similarly, we look forward to another 20 years of important collaborative restoration work on any and all waters in this beloved water blessed region.

If you have any questions or concerns, please feel free to reach out to Carolan Sonderegger or Brett Fessell at the Natural Resources Department.

Miigwetch,


Rebecca L. Oien
Tribal Manager

cc: Carolan Sonderegger, Natural Resources Department Manager
Brett Fessell, Restoration Section Leader

GRAND TRAVERSE CHARLEVOIX LEELANAU BENZIE MANISTEE ANTRIM



rwalsh@gtcountymi.gov
www.gtcountymi.gov/parks
1213 W. Civic Center Dr.
Traverse City, MI 49686
phone: 231-922-4818

January 13, 2022

Mr. Chip Kosloski, FHGP Manager
Grants Management Section
Michigan Department of Natural Resources
P.O. Box 30425
Lansing, MI 48909-7925

Dear Mr. Kosloski:

The Grand Traverse County Parks & Recreation Commission enthusiastically supports the Grand Traverse Conservation District's Fisheries Habitat Grant Program (FHGP) application to restore two severely eroding banks along the Boardman River within the former backwaters of Keystone dam.

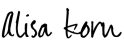
These sites totaling over 200 feet in length, fall within the County's 525-acre Natural Education Reserve (NER) which recently went under tremendous change with the removal Boardman Dam (2017) and Sabin Dam (2018). Together, with the removal of the City of Traverse City owned Brown Bridge dam 10 years ago made up the largest dam removal effort in Michigan's history. Keystone Dam washed out in 1961 and was located immediately upstream of Boardman Dam.

When Keystone Dam washed out 60 years ago, it pretty much took a straight path around the west side of the former impoundment. Over the decades since, the river has created a few meander bends allowing many of the banks to heal naturally. Several others have been actively restored using primarily rock riprap and bank shaping. Others still show signs of instability. The instability is caused by many factors including steep gradient, human foot-traffic, removal of downed trees to allow for safe navigation, and loose unconsolidated sediments that were deposited during the 50 years the dam was in operation.

This section of the Boardman River also contains the steepest gradient found on the Boardman River system and possibly northwest lower Michigan and is the reason why the dams were constructed so close together in the late 1800 and early 1900's. According to the MDNR's Boardman River Assessment, "the Keystone Rapids are considered unique and rare in the lower peninsula of Michigan" and are very popular to those seeking the thrill of whitewater paddling. The surrounding NER public parkland contains nearly 8-miles of recreational trails.

Once again, Grand Traverse County Parks & Recreation appreciates and supports the Grand Traverse Conservation District's proposal to restore over 200 feet of eroding bank. If you have any questions, I may be contacted by email at alisakroupa@gmail.com or by phone at (231) 922-4818.

Sincerely,

DocuSigned by:

DE1ACC8953FE4BF...

Alisa Korn, President
Grand Traverse County Parks & Recreation Commission



Agreement Between Grand Traverse County Parks and Recreation Commission and Bayfront Beach and Bike LLC (DBA Bayfront Scooters) at Civic Center Park

This agreement is entered into between Grand Traverse County Parks and Recreation Commission (hereinafter referred to as the "Parks Commission"), 1213 W. Civic Center Drive, Traverse City, Michigan 49686), and Bayfront Beach and Bike LLC (DBA Bayfront Scooters), PO box 652 Elk Rapids, MI 49629, on the date when executed by both parties.

1. The Parks and Recreation Commission enters into this Agreement with Bayfront Beach and Bike LLC (hereinafter referred to as "Bayfront Scooters"), so that Bayfront Scooters may provide recreation and light concessions services, which are further described in this Agreement on the grounds, identified in Appendix A, which is attached to this Agreement and incorporated by reference, at Civic Center Park. Civic Center Park property and its facilities are owned and operated by Grand Traverse County, and located at 1213 W. Civic Center Drive, Traverse City, Michigan 49686.

Premises: Lessor will utilize the outdoor concession building and designated space on Civic Center grounds on the east side of the park, south of the skatepark, with a ten-foot (10') parameter for staging equipment around the prefabricated building.

2. Lease of Premises. Lessor agrees to rent to Lessee the Premises described above subject to the terms and conditions below.
3. The intent of this Agreement is for Bayfront Scooters to lease designated space at Civic Center Park so that Bayfront Scooters may provide recreational and concession services to the public. Bayfront Scooters agrees to provide the following services:
 - Bike and e-bike (pedal assist) rentals
 - Bike, e-bike (pedal assist), scooters, and skate accessories and repair
 - E-bike (pedal assist) tours
 - Offer "Bayfront Bucks" to youth who help keep the skate park clean and safe.
 - concession sales such as water, sports drinks, prepackaged snacks from the outdoor concessions building, with the possibility for expanding concessions products to be approved by Director of the Parks and Recreation Department before sales commence as further set forth in this Agreement
 - Fundraising efforts relating to the Civic Center Park in form of offering donations on sales or sponsorship.
 - Other uses as approved by the Parks and Recreation Director

4. Length of the Agreement

The term of this Agreement shall be for three (3) seasons, described below.

Season One (1): May 15, 2022, through October 31, 2022

Season Two (2): April 15, 2023, through October 31, 2023

Season Three (3): April 15, 2024, through October 31, 2024

Unless terminated per Items 21 or 37 of this agreement. Lessee shall provide sixty (60) days' notice of intent to renew to Director of Parks and Recreation.

5. Evaluation

At the end of each season, as defined in Item 4. Length of the Agreement, or by December 1, Bayfront Scooters agrees to provide the Parks and Recreation Commission with a written evaluation of the number of hours Bayfront Scooters staffs the park, the number participants served, items sold, and level of customer satisfaction with services being provided. This information will be considered by the Parks and Recreation Commission each year to evaluate the success of the services being provided. Bayfront Scooters also agrees to meet with the Parks and Recreation Department Director to discuss its operation at Civic Center Park at the end of each season, and to make a verbal report about operations at the end of each season to the Parks and Recreation Commission.

6. Facilities, Equipment, and Their Use

Bayfront Scooters will provide their own structure to be placed near the skatepark for business operations. Placement of the structure must be coordinated with the Facilities Management Director and Parks and Recreation Director. Bayfront Scooters will also have exclusive use of the outdoor concession building.

7. Background Check; Assumption of Risk and Insurance

Prior to providing services, Lessee agrees to undergo a criminal background check. This background check shall be performed by Grand Traverse County Human Resources within ten (10) days after this Agreement is executed by the Parties. Upon receipt of satisfactory results of that background check, as determined solely by the Parks and Recreation Director, Bayfront Scooters may begin providing services at Civic Center Park. If the results of the background check are found to be unsatisfactory by Director, then the Parks Department may immediately terminate this Agreement. The Parks Department reserves the right to request a background check at the start of each season, as defined in this Agreement.

Bayfront Scooters assumes all risk in performing work and services under this Agreement and shall be solely responsible for all damages arising out of injuries to persons or property. Bayfront Scooters shall maintain, at its own expense, liability insurance coverage for all operations, products, use, and/or occupancy of the property, including bodily injury and death. Minimum limit of liability is two million dollars (\$2,000,000) in combined single limit, bodily injury, and property damage coverage – per occurrence and aggregate. Bayfront Scooters shall provide satisfactory certificates of all insurance policies to the Parks and Recreation Commission prior to commencing any use or occupancy of the Premises. The certificate of insurance shall contain the following language, VERBATIM:

It is understood and agreed that the following shall be Additional Insured: Grand Traverse County, 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 Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance that Grand Traverse County may have in effect shall be considered secondary and/or excess.

It is agreed that thirty (30) days' advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage, and ten (10) days' advance written notice for non-payment of premium will be mailed to the Parks and Recreation Commission at the address noted in the "Notices" section of this agreement.

Bayfront Scooters shall also provide proof of Workman's Compensation Insurance for all its employees. All employees of Bayfront Scooters working at Civic Center Park must be at least 16 years of age. All employees must be CPR/First aid Certified. All employees, even though they are agents of Bayfront

Scooters, and not Grand Traverse County, shall conduct themselves in a professional manner so as not to cast a negative image upon the Parks and Recreation Commission.

8. Waivers

Bayfront Scooters shall have all of its customers who use its services and rent its equipment at Civic Center Park execute a waiver of liability releasing Grand Traverse County, its officials, agents, volunteers and employees from liability that may arise from the services Bayfront Scooters will provide to the public at Civic Center Park (waiver examples attached as Appendix B) Bayfront Scooters agrees to provide to the Parks and Recreation Director a copy of the customer waiver for review prior to providing services, and agrees to revise the waiver, if requested by the Director, after consultation with the County's Civil Counsel and Grand Traverse County's insurance provider, Michigan Municipal Risk Management Association.

9. Food Handling Equipment Responsibilities

Bayfront Scooters will obtain any necessary licenses or certifications, as required by state and local laws, to provide concessions, and to meet or exceed the minimum standards required by the local Health Department. Bayfront Scooters will provide copies of such licenses and certifications to Parks and Recreation Department.

10. Suggested Food and Beverages

All food and beverage items to be sold by Bayfront Scooters must be approved by the Parks and Recreation Director. All prices of foods served by Bayfront Scooters must be approved by the Parks and Recreation Director.

11. Parks and Recreation's Obligations

Parks and Recreation agrees, as follows:

- A. Premises. Except as otherwise provided in this Agreement, the Parks and Recreation Commission shall make available the grounds identified in Appendix A
 - 1) Bayfront Scooters will provide the Parks Director with their business hours before the start of the season.
- B. Maintenance of Premises. The Parks Commission shall work with the Grand Traverse County Facilities Management Department to maintain the grounds identified in Appendix A in good repair.
- C. Parks and Recreation Department Director. The Parks and Recreation Department Director shall be the immediate contact for all issues concerning this Agreement.
- D. Utilities. All utilities shall be the responsibility of the Lessor, unless otherwise agreed upon between the Lessor and Lessee, for the use of the prefabricated building and the outdoor concession building during the period of each year when Bayfront Scooters is in possession of premises; however, electrical hookup to the building will be the responsibility of Bayfront Scooters. Lessor and Facilities Management will monitor use of the utilities for reporting upon the end of the term of this agreement.

12. Financial Responsibility of Bayfront Scooters

Bayfront Scooters shall pay the Parks and Recreation Department an annual fee, as follows, for rental space at the grounds identified in section 1 of this agreement, for each season. Payments due, as follows:

May 15, 2022: \$1,000

April 15, 2023: \$1,000

- November 30, 2023:
 - 5% of gross receipts up to \$100,000, less the initial \$1,000 paid.

- 4% of gross receipts from \$101,000 to \$200,000, less the initial \$1,000 paid.
- 3% of gross receipts from \$201,000 or more, less the initial \$1,000 paid.

April 15, 2024: \$1,000

- November 30, 2024:
 - 5% of gross receipts up to \$100,000, less the initial \$1,000 paid.
 - 4% of gross receipts from \$101,000 to \$200,000, less the initial \$1,000 paid.
 - 3% of gross receipts from \$201,000 or more, less the initial \$1,000 paid.

Bayfront Scooters shall store a 16' x 52' prefabricated building on the property, as indicated in Appendix A, attached, and shall only move the building through coordinated efforts with Facilities Management. Bayfront Scooters will be responsible for any costs related to moving the structure.

If Bayfront Scooters conducts large events in accordance with this Agreement, it will share a percentage of sales with the Parks and Recreation Commission, as agreed to by both Parties.

If Bayfront Scooters chooses to expand beyond shelf stable products, they must coordinate with the Parks Director to establish a percentage of sales to be paid at the end of each season.

13. Licenses, Permits, Certifications

Prior to each "season", as defined in section 12. Financial Responsibility of Bayfront Scooters, Bayfront Scooters will provide to Parks and Recreation Department copies of:

- A. necessary food service permits if selling concessions
- B. building permits

14. Non-exclusive of the Park

Bayfront Scooters acknowledges that the Parks and Recreation Commission cannot guarantee that Bayfront Scooters will have exclusive rights to Civic Center Park, nor that it shall have exclusive use of the park, which is open to the public. For example, the Parks and Recreation Director may permit a user group to sell food for an event to be held at Civic Center Park. The Director will contact Bayfront Scooters prior to any such occurrence to discuss details.

Bayfront Scooters shall make all reasonable efforts not to interfere with the use and enjoyment of common areas and non-leased areas of the facilities and grounds by the public or other user groups, unless to report to the Parks and Recreation Department a potential violation of enacted Parks and Recreation Commission Rule 9 under Section 2 of the *Grand Traverse County Parks and Recreation Commission Rules* ("Park Rules," attached as Appendix C), which states it is unlawful "To peddle or systematically solicit business of any nature...without permission from the Director."

15. Hold Harmless

To the fullest extent permitted by law, Bayfront Scooters agrees to defend, pay on behalf of, indemnify, and hold harmless Grand Traverse County and its Parks and Recreation Commission, its elected and appointed officials, employees and volunteers, and others working on behalf of Grand Traverse County or its Parks and Recreation Commission, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Grand Traverse County or the Parks and Recreation Commission, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this Agreement.

16. Force Majeure

The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, and other natural disaster), war, government sanction, labor dispute, utility failure, or similar circumstance.

17. No Third-party Vendors

Parks and Recreation Commission shall neither solicit nor encourage any person or group who is not a party to this Agreement to engage in the sale of any goods, services, or promotions during the term of this lease, unless permitted by the Director.

18. Dispute Resolution

If there is any question or dispute between the Parties regarding the terms and conditions of this Agreement, or the application of those terms and conditions, Bayfront Scooters shall be represented by its program manager and two members of its board or, if no board, two persons actively involved in administering Bayfront Scooters organization, and the Parks and Recreation Commission shall be represented by its Director and two Commissioners. Failure to engage in discussions under this section shall itself be deemed a breach of this Agreement. Both Parties shall use best efforts to reach agreement in order to accomplish the objective of this agreement.

19. Assignment

Bayfront Scooters shall not assign any right or interest in this Agreement without the express, written consent of the Parks and Recreation Commission.

20. Destruction of Premises

If the premises shall be rendered unusable by fire or other casualty, the Parks and Recreation Commission shall make the premises usable as speedily as possible, and the fees charged to Bayfront Scooters shall be suspended for each day the premises are unusable.

21. Default

This Agreement is granted on the condition that if, an event of default shall occur and then a default does occur, this Agreement may be terminated. An event of default shall occur if there has been: (1) a failure by Bayfront Scooters to pay, when due, any amount to be paid to the Parks and Recreation Commission; (2) a failure by Bayfront Scooters to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Agreement; or (3) a failure by either party to comply with any other obligations or provisions of this Agreement. Following an event of default, either Party may send notice to the other of the event of default. The notice shall provide the breaching Party thirty (30) days to cure the default. In the event a default is not cured during the notice period then, upon the expiration of that period of thirty (30) days, a default shall exist. Causing default with the express purpose of terminating this agreement shall not deny the other party of any remedies available by law.

22. Remedies

If a default as defined above occurs, then the non-breaching Party shall, at its election, upon or concurrent with the giving of notice, have the right to terminate this Agreement and enforce remedies available pursuant to Michigan law.

23. Notices

All notices under this agreement shall be in writing and be sent by certified mail, addressed to the persons at the addresses indicated below, or at such other address as either party shall designate, in writing. A change in address may be affected by a certified letter sent by either party to the other. Unless the Parks and Recreation Commission gives notice to the contrary, all payments to the Parks

and Recreation Commission under the terms of this agreement shall be made to the Parks and Recreation Commission at the address for the Parks and Recreation Commission set forth above.

Notices to Parks Recreation Commission:

Ryan Walsh, Parks Interim Director
GTC Parks and Recreation
1213 W. Civic Center Drive
Traverse City, Michigan 49686

Notices to Vendor:

Shaun Quinn, Owner
Bayfront Beach and Bike LLC (DBA Bayfront Scooters)
PO Box 652
Elk Rapids, Michigan 49629

24. Modifications, Alterations, Amendments
No modification, alteration, or amendment to this Agreement shall be binding, unless in writing and signed by both parties to the agreement.
25. Rules and Regulations
Bayfront Scooters shall follow all park rules and regulations of the Parks and Recreation Commission (see Appendix C) and assist in enforcement of those rules and regulations as they pertain to all of its players, parents, spectators, coaches, administrators, and others associated with the program.
26. Other Laws and Regulations
Bayfront Scooters shall comply with all laws and regulations, municipal, state, and federal now in force or which may become effective during the term of this agreement.
27. Alterations or Improvements
Bayfront Scooters shall make no alteration or improvements to the premises without the prior written approval of the Parks and Recreation Commission. This includes the placement of any fastener (e.g., nail, screw, lag bolt, etc.) to any wall, floor, or ceiling.
28. Damages
Bayfront Scooters shall return Premises at the end of each use and at the end of the term of this agreement in its original condition prior to the beginning of the term of this agreement, except for normal wear and tear. Bayfront Scooters agrees to pay all damages to the Premises, occasioned by Bayfront Scooters use of the property, including that of its participants, volunteers, employees, spectators or others associated with the program.
29. Whole Agreement
This agreement constitutes the entire Agreement between the Parties, and shall be deemed to supersede and cancel any other Agreement between the Parties relating to the transactions contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.
30. Severability
If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.
31. No Third Party Beneficiaries

The parties do not intend to confer any benefits on any person, firm, or corporation other than Bayfront Scooters and the Parks and Recreation Commission.

32. No Waiver

The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of that covenant or condition or of the right of either party to enforce each and every covenant and condition of this agreement. No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom the waiver is to be enforced.

33. Americans with Disabilities Act

Parks and Recreation Commission shall comply in all respects with Title III (public accommodations) of the Americans with Disabilities Act.

34. Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

35. Venue

By execution of this Agreement, the parties consent to venue in Grand Traverse County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

36. Effective Date

The parties have signed this agreement in duplicate, and it shall be effective as of the day and year indicated in the opening section.

37. Contract Termination

The Parks and Recreation Commission reserves the right to terminate this Agreement under any one of the following situations:

- A. if Bayfront Scooters to carry the proper insurance, certificates, etc., listed above in this document;
- B. if The Bayfront Scooters fails to meet the rules and regulations of the Health Department
- C. if the Parks and Recreation Commission finds it necessary to terminate for convenience, the contract shall be terminated with two (2) weeks' written notice to Bayfront Scooters;
- D. if by default, as provided for in Section 21 of this agreement.

38. Effective Date. This agreement shall be effective when executed by both parties.

For Bayfront Scooters:

Shaun Quinn, Owner
Bayfront Beach and Bike LLC (DBA Bayfront Scooters)

Date

For Parks and Recreation Commission:

Alisa Korn, President
Grand Traverse County Parks and Recreation Commission

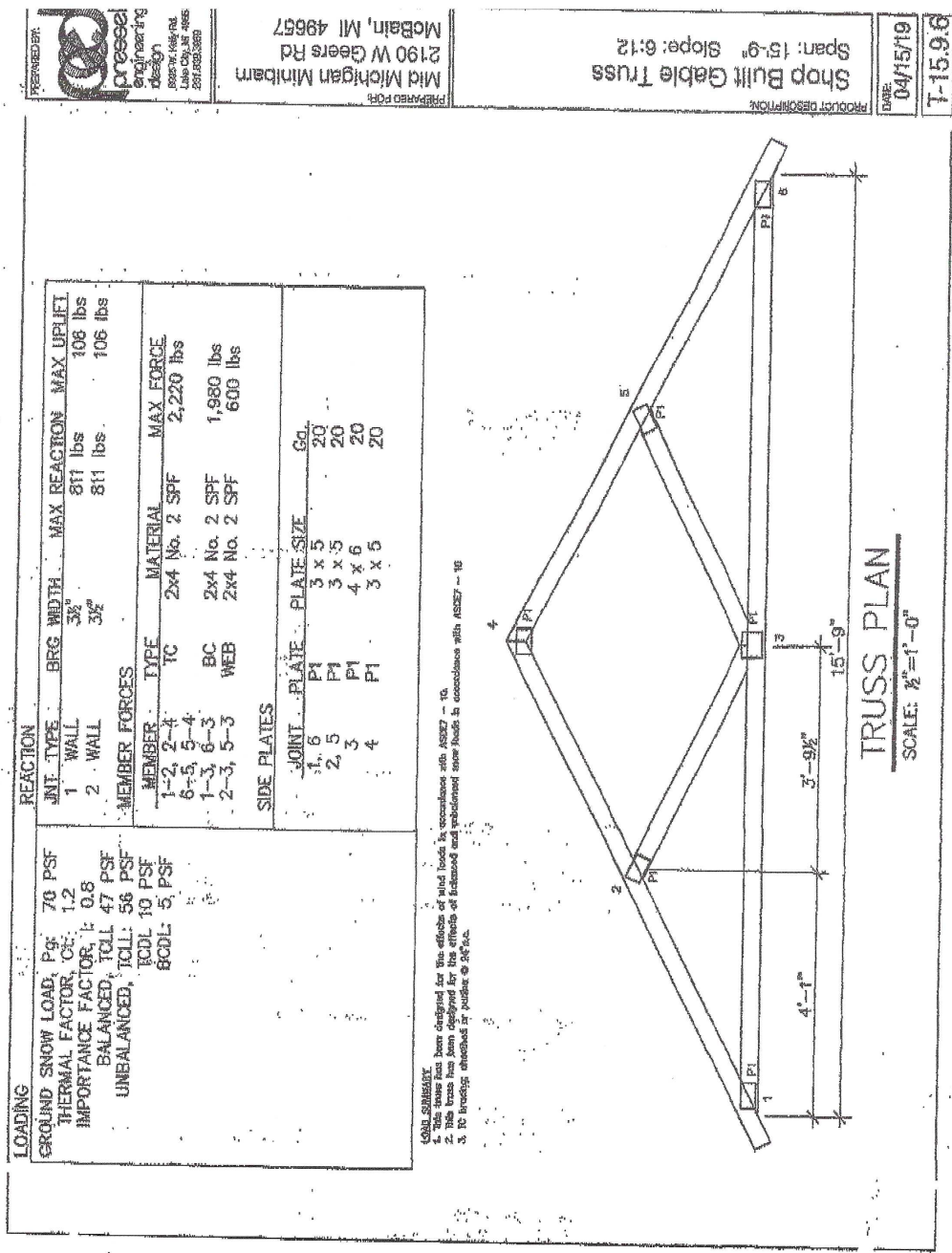
Date

DRAFT

Agreement Between: Parks and Recreation and Bayfront Scooters
Appendix A: Location of Prefabricated Building







LOAD SUMMARY

1. This truss has been designed for the effects of wind loads in accordance with ASCE7 - 10.
2. This truss has been designed for the effects of balanced and unbalanced snow loads in accordance with ASCE7 - 10.
3. To identify members in tension, a minus sign (-) is used.

PREPARED FOR:

Mid Michigan Miniham
2190 W Geers Rd
McBain, MI 49657

PRODUCT DESCRIPTION:

Shop Built Gable Truss
Span: 15'-9" Slope: 6:12

DATE: 04/15/19

T-15.9.6

CREATED BY:

Creed Engineering
201 E. 1st St.
Lapeer, MI 49650
201.633.3800

Building Anchors



68-DB-II

SPECIFICATIONS:

Size: Width: 1.22 in [31.0 mm]
Height: 1.64 in [41.7 mm]
Length: 4.97 in [126.2 mm]

Weight: 0.17 lbs [0.08 kg]

Ultimate Strength:
1,650 pounds [7.3 kN]
Holding Capacity is soil and cable dependent

Maximum Working Load:
Up to 1,100 pounds [4.9 kN]
Holding Capacity is soil and cable dependent

Soil Bearing Surface Area:
5.07 in² [32.7 cm²]

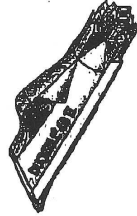
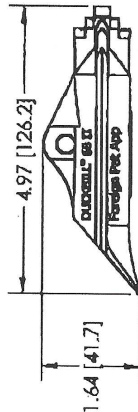
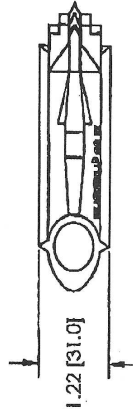
Type: Impact Driven Soil Anchor for tensile loads

Material: Die Cast Aluminum

Available Cable Sizes:
1/8 in - 3/16 in [3.2 mm - 4.8 mm]

Typical Installation Depth:
30 to 42 in [762.0 to 1066.8 mm]

*Loads are shown in normal soil.
Typical Blow Count Range: 24-40 per ASTM-D1586



C	JD	11/20/13	ADDED ULTIMATE STRENGTH TO SPECS
B	JD	04/17/13	CHANGED TITLE BLOCK
A	JD	09/15/11	CHANGED SPECIFICATIONS
REV.	BY	DATE	DESCRIPTION

FORESIGHT PRODUCTS
6430 EAST 49TH DRIVE
COMMERCE CITY, COLORADO 80022

68-DB-II ALUMINUM
SPECIFICATIONS SHEET

ART NUMBER: S0023
SCALE: 2
REV: C

NOTES:
1. THIS DRAWING IS THE PROPERTY OF FORESIGHT PRODUCTS, LLC. IT IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF FORESIGHT PRODUCTS, LLC. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.
2. THIS DRAWING IS THE PROPERTY OF FORESIGHT PRODUCTS, LLC. IT IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF FORESIGHT PRODUCTS, LLC. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.



Appendix B: Liability Waiver Examples

Accidental Waiver and Release of Liability Form for Adults

Bayfront Scooters

Program/Event: _____

Date: _____

I acknowledge that this athletic program/event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people, including but not limited to volunteers, spectators, coaches, event officials, and program/event monitors, and/or producers of program/event. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by Grand Traverse County and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: Grand Traverse County, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting on behalf of Grand Traverse County; and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event. I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event. **I hereby certify that I have read this document and understand and agree to its content.**

1.	13.
2.	14.
3.	15.
4.	16.
5.	17.
6.	18.
7.	19.
8.	20.
9.	21.
10.	22.
11.	23.
12.	24.

Parent-Guardian Waiver for Minors Accident Waiver and Release of Liability

Bayfront Scooters

Program/Event: _____

Date: _____

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless and indemnify Grand Traverse County, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by Grand Traverse County because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and parents or legal guardian.

Consent to Medical Treatment of Minor: If the applicant is under 18 years of age, the parents or guardians must execute this document.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below.

I authorize any licensed physician to perform any procedure, which he/she deems advisable in attempting to treat or relieve any injuries to, or illness of, said minor that he/she may encounter during any necessary operation.

I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician.

The undersigned parent or natural guardian or legal guardian of said minor does hereby represent that he/she is, in fact, in such capacity and to the extent permitted by law agrees on his/her behalf, and that of the minor, to save, hold harmless and indemnify Grand Traverse County, its elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever that may be imposed upon or incurred by said parties because of the participation of the minor in the event shown, and does release said parties on behalf of both the parents or legal guardian.

Minor's Name (Please Print)	Parent/Guardian Name (Please Print)	Parent/Guardian Signature
1.		
2.		
3.		
4.		
5.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		



Appendix C: Grand Traverse County Parks and Recreation Commission Rules

Amended September 14, 2017

Amended June 13, 2019

Amended July 9, 2020

Amended May 13, 2021

The following rules are promulgated by the Grand Traverse County Parks and Recreation Commission by authority conferred on the Commission by Act 261 of the Public Acts of the State of Michigan of 1965, MCL § 46.364, as amended, for the protection, regulation and control of its facilities and areas, and with the approval of the Grand Traverse County Board of Commissioners.

Section 1. Definitions.

- a. "Commission" shall mean the Grand Traverse County Parks and Recreation Commission.
- b. "County Park Property" shall mean all lands, waters and property administered by or under the jurisdiction of the Grand Traverse County Parks and Recreation Commission.
- c. "Director" shall mean the Grand Traverse County Parks and Recreation Director.
- d. "Person" or "persons" shall mean individuals, firms, corporations, or any group or gathering of individuals.
- e. "Camping" means the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked or placed on the premises.

Section 2. Unlawful acts generally. On lands owned or under the control of the department, it is unlawful for a person or persons to do any of the following:

- 1. To enter, use, or occupy County Park Property for any purpose when they are posted against entry, use, or occupancy, as ordered by the commission.
- 2. To dispose of refuse, rubbish, trash, or garbage not resulting from the use of county-owned lands in receptacles provided on Commission property.
- 3. To ignite any fire except within fireplaces, receptacles or open spaces designated and approved for such purposes by the Director.
- 4. To place or burn garbage within a designated fireplace, receptacle or open space designated and approved for the building of fires by the Director, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
- 5. To use tobacco or smoke at the Grand Traverse County Civic Center, Maple Bay Park and Natural Area, Medalie Park, Meyer Property, Keystone Soccer Complex, Natural Education Reserve, Power Island, and the VASA Trailhead. This rule applies to prohibit the use and smoking of tobacco both

within structures as well as outside of structures on the listed properties. As used in this rule, the word “smoke” means any of the following:

- a. using a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product that is lighted, burning or heated;
- b. lighting a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product;
- c. exhaling smoke or vapor from burning or heating tobacco, nicotine, or any other related product that is contained in a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product.

6. To intentionally smoke, ingest, consume, or otherwise use marihuana, or cannabis, or liquids or solids containing any type of tetrahydrocannabinol on County Park Property. “Smoke” means to inhale the vapor of a solid or liquid substance that has been heated. “Ingest” means to swallow a solid or liquid substance. “Consume” means to take a substance into the body which was previously outside the body.

7. To cause a noise disturbance, which is defined as sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day impairs the health, welfare, or peace of another person of normal human sensibilities. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.

- a. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.
- b. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
- c. The use of any motor vehicle, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.
- d. Shouting or other raucous or boisterous behavior for an unreasonable length of time.
- e. The use of a loudspeaker, public address system without a permit issued by the Director.
- f. On the Meadows Trail at the VASA Trailhead Property, on lands owned and under the control of the department it is unlawful for a person or persons to do any of the following:
 1. To operate an off-the-road motor-driven vehicle such as a minibike, motorcycle, dunemobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device, except on designated roads, trails, or areas posted for such use without proper written permission.

8. To place or erect a fence or barrier, to construct or occupy improvements, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting or using County Park Property without permission of the Director.
9. To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter or post signs without permission from the Director.
10. To paint, mark, or otherwise apply any chemical or **harmful** substance on any tree, rock, or any other land, water, structure or property without the permission from the Director.
11. To park vehicles of any type in areas posted as no parking; or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking area. If a motor vehicle is found parked on County Park Property, then the license plate displayed on the motor vehicle shall constitute prima facie evidence that the person who parked it there is the owner of the vehicle.
12. To camp on County Park Property unless approved and designated for such purposes by the Director and with an approved permit issued by the Director.
13. To store or leave property on county lands for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit authorized by the Director.
14. To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.
15. To possess a dog without a leash or on a leash greater than six-foot in length except upon County Park Property open to hunting.
16. To enter or remain on County Park Property between the hours of 11 p.m. and 6 a.m. unless the property is open for events between these hours.
17. To possess a bow and arrow, crossbow, trap or other instrument used for hunting or trapping of animals; or to hunt or trap on any County Park Property unless that property is open to hunting and/or trapping by Rule of the Commission.
18. To offer for sale alcoholic beverages except for events as authorized by the Director, and in locations approved for such by the Parks and Recreation Commission.
19. To possess any beverage container made in whole or in part of glass, or to bring, carry, or transport any beverage container made in whole or in part of glass onto County Park property.
20. To refuse to comply with the above rules upon the demand of an authorized local enforcement officer; or to interfere with the officer's enforcement of the ordinance; or to retaliate against another who has made complaint of a violation of a park rule; or to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

Section 3. Enforcement Officers. The Grand Traverse County Sheriff and deputies are authorized as local enforcement officers of these park rules, unless at Civic Center Park, where Traverse City police have jurisdiction.

Section 4. Fines and Imprisonment. Any person violating any provision of the foregoing rules shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 and costs of prosecution or imprisoned in the Grand Traverse County Jail for a period not exceeding 90 days or both, for each offense.

Section 5. Compliance with Other Laws. Nothing in this ordinance impairs or precludes a separate cause of action provided by statute or common law for conduct prohibited herein.

Section 6. Severability. The provisions of this ordinance are severable and if any part is declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in force.

DRAFT

Rain Gardens

What are the benefits of having a rain garden?

Basically, rain gardens are an inexpensive, simple to implement and environmentally sound solution to urban storm water runoff. The benefits of planting rain gardens are numerous. Rain garden benefits include: pollution control, flooding protection, habitat creation and water conservation.

How is a rain garden built?

A rain garden is a shallow depression that collects water runoff and allows it to soak into the ground. Filled with moisture-tolerant plants, it can also be a beautiful addition to a landscape. ... It's a special type of garden, designed to collect storm water runoff from a roof, driveway or other impervious surfaces.

How deep should a rain garden be?

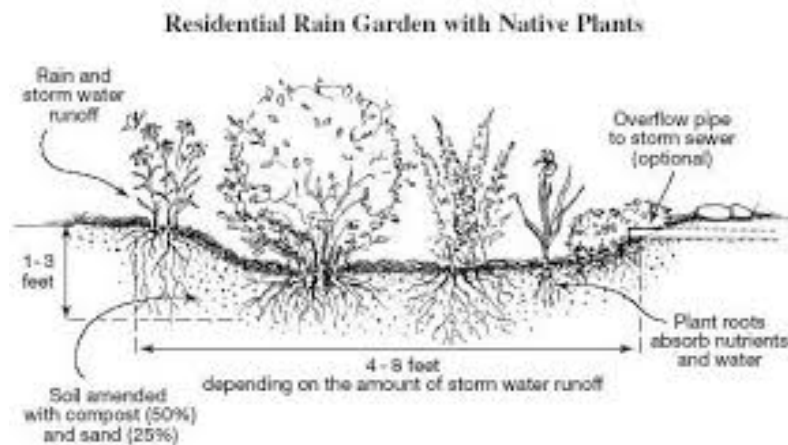
Six to twelve inches. If too deep it becomes a pond and looks like a hole in the ground. A garden that is too shallow would not retain enough water storage during larger storms.

How do rain gardens improve water quality?

When rain falls on impervious surfaces such as rooftops, roads, parking lots and driveways, rain does not soak into the ground and storm water runoff is created. ... Rain gardens use the concept of bioretention, a water quality practice in which plants and soils filter pollutants from storm water.

Do rain gardens have standing water?

No. Because rain gardens are shallow and are only built on soils with sufficient drainage, they are designed to dry out before mosquitoes can reproduce. ... If it rains several days in a row, it is possible that your rain garden may have standing water until the rain stops and the water has time to soak in.





Blue Aster - Aug-Oct



Larkspur – May-June



Heath Aster - Aug-Oct



Meadow Anemone - May-June



Indian Paintbrush - April-Sept -



Cardinal Flower – July-Sept

During its regular meeting held on March 10, 2022, the Grand Traverse County Parks and Recreation Commission approved the maintenance of two gardens at the entrance of the Civic Center building at 1213 W. Civic Center Drive by the Kiwanis Organization of Traverse City, and acceptance of a naming rights agreement with the Kiwanis Organization of Traverse City for the period beginning June 1, 2022, ending December 31, 2024.

**Parks and Recreation Donation Acknowledgment and Acceptance Agreement
with
Kiwanis Organization of Traverse City**

This Agreement is between Grand Traverse County Parks and Recreation, 1213 W. Civic Center Drive, Traverse City, Michigan 49686, and the Kiwanis Club of Traverse City, P.O. Box 864, Traverse City, Michigan 49685-0864, and shall be effective as of the date it has been fully signed ("Effective Date").

Recitals: Grand Traverse County Parks and Recreation has adopted a Parks and Recreation Facilities Naming Rights Policy that encourages individuals and entities to donate funds to benefit county parks and recreation facilities, and that recognizes and acknowledges the spirit and generosity of such donations through an appropriate, Parks and Recreation-approved public placement of the name or other message of the donor in connection with designated parks and recreation facilities to which the donation is directed by the donor.

The naming rights program is administered by and through the Grand Traverse County Parks and Recreation Department.

The Kiwanis Club of Traverse City (hereinafter referred to as the "Donor") desires to participate in the Parks and Recreation Naming Rights Program, as provided for in this Agreement.

Agreement: For and in consideration of the naming rights described in this Agreement, Donor agrees to donate the sum of \$250 each year during the term of this agreement, to Grand Traverse County Parks and Recreation, according to the following schedule:

Year 1: \$250 paid by June 1, 2022

Year 2: \$250 paid by June 1, 2023

Year 3: \$250 paid by June 1, 2024

For and in consideration of the donations described above, for Years 2022, 2023, and 2024, as of the Effective Date, gardens will be maintained by Donor at the Grand Traverse County Civic Center Park. Gardens will be planted by Donor during the term of this Agreement beginning on a date agreed upon by parties. Donor and Grand Traverse County Parks and Recreation agree that a two-foot-by-two-foot sign with Donor's name (design of which to be agreed upon by both parties) will be displayed in the garden located to the west of the south (front) entrance of the Civic Center building.

Funds donated in return for naming rights shall be used in accordance with the Grand Traverse County Parks and Recreation Naming Rights Policy, incorporated in and part of this Agreement by reference.

Donor acknowledges that this agreement does not constitute an endorsement of Donor or any products or services of Donor by Grand Traverse County Parks and Recreation, nor does it entitle Donor to use Grand Traverse County Parks and Recreation's or Grand Traverse County's name, logo, or trademark in any form or manner or for any purpose without prior approval.

This Agreement does not prohibit Grand Traverse County Parks and Recreation from entering into additional naming rights agreements for other areas, facilities, and components of Civic Center Park outside of the garden.

This Agreement is not assignable without express approval of Grand Traverse County Parks and Recreation and constitutes the entire agreement between the parties.

Donor Representative

Name: Liz Sayre-King

Address: P.O. Box 864, Traverse City, Michigan 49685-0864

Phone: 231-421-8033

E-mail: lsayreking@charter.net

Groundbreaking: June 2022

Applicant agrees to all the following terms and conditions.

Donor's Duties. Donor shall:

1. maintain the two gardens gracing the entry to the Civic Center building
2. share a garden plan with Parks and Recreation Director for approval, prior to planting
3. install a two-foot-by-two-foot sign indicating the gardens are being maintained by the Kiwanis Club of Traverse City
4. during growing season, host monthly "cleanup days" when volunteers will maintain weed, trim, remove, and add plants

Grand Traverse County Parks and Recreation's Duties. Parks and Recreation shall:

1. provide access to a water source as agreed upon between Parties
2. maintain all areas surrounding and outside of the defined garden area (mowing, raking, trash removal)

Waiver Forms. Donor agrees that each individual volunteer used to assist with a project for the Kiwanis Club of Traverse City will sign a waiver (attached as Appendix A) each day volunteers work in the gardens. All signed waivers are required to be submitted to Parks and Recreation Director within twenty-four (24) hours following each day of each volunteer project.

Agreement Effective Dates. This agreement becomes effective when signed by both parties.

Compliance with Park Rules. I agree to abide by all park rules, a copy of which is attached to this form as Appendix B.

Damages. All damages are the responsibility of applicant.

Liability and Insurance. Donor shall maintain, at own expense, liability insurance of at least \$100,000 (one hundred thousand dollars). Donor must provide the Parks Department a certificate of insurance with this agreement. The certificate of insurance shall contain the following language, VERBATIM:

It is understood and agreed that the following shall be Additional Insured: Grand Traverse County, 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 Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance that Grand Traverse County may have in effect shall be considered secondary and/or excess.

Non-exclusive Use of Park. Donor and all affiliated volunteers shall make all reasonable efforts not to interfere with the use and enjoyment of common areas and non-leased areas of the facilities and grounds by the public or other user groups.

Waiver of Subrogation. To the extent permitted by law, Applicant releases the Parks Department, its elected and appointed officials, employees and volunteers, and others working on behalf of the Parks Department from all liability or responsibility to the Applicant or anyone claiming through or under the Applicant 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 the Parks Department, its elected and appointed officials, employees or volunteers, or others working on behalf of the Parks Department. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Applicant's occupancy or use.

Hold Harmless. To the fullest extent permitted by law the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless the Grand Traverse County and its Parks Department, its elected and appointed officials, employees and volunteers, and others working on behalf of Grand Traverse County or its Parks Department, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Grand Traverse County or the Parks Department, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this agreement.

Force Majeure. The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, other natural disaster), war, government sanction, labor dispute, utility failure or similar circumstance.

By signing below, I acknowledge that I have read and understand the above terms and agree to be bound by them.

The term of this agreement shall be from the Effective Date, which is the date of signature, until such time as said playground is removed from Civic Center Park.

Donor: Liz Sayre-King, Secretary, Kiwanis Club of Traverse City

Date

Alisa Korn, President
Grand Traverse County Parks and Recreation Commission

Date



APPENDIX A: Accident Waivers for Adults and Minors

Accident Waiver and Release of Liability for ADULTS

I acknowledge that this event is a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people including but not limited to volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event and lack of hydration. If applicable, hazards may be caused by water currents or waves and other water related hazards. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form will be used by Grand Traverse County and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: Grand Traverse County, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting on behalf of Grand Traverse County; and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event.

I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event.

I hereby certify that I have read this document and understand and agree to its content.

Name: _____

Age: _____

Signature: _____

Date: _____



**ACCIDENT WAIVER AND RELEASE OF LIABILITY
PARENT-GUARDIAN WAIVER FOR MINORS**

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless and indemnify Grand Traverse County, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by Grand Traverse County because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and parents or legal guardian.

CONSENT TO MEDICAL TREATMENT OF MINOR

If the applicant is under 18 years of age, the parents or guardians must execute this document.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below.

I authorize any licensed physician to perform and procedure, which he/she deems advisable in attempting to treat or relieve any injuries to, or illness of, said minor that he/she may encounter during any necessary operation.

I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician.

The undersigned parent or natural guardian or legal guardian of said minor does hereby represent that he/she is, in fact, in such capacity and to the extent permitted by law agrees on his/her behalf, and that of the minor, to save, hold harmless and indemnify Grand Traverse County, its elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever that may be imposed upon or incurred by said parties because of the participation of the minor in the event shown, and does release said parties on behalf of both the parents or legal guardian.

Event/Activity: _____

Name of Minor: _____

Name of Parents or Guardians: _____

Address: _____ City/State: _____

Phone: _____

Parent or Guardian's Signature: _____ Date: _____

Parks and Recreation Donation Acknowledgment and Acceptance Agreement with Kiwanis Organization

Page 5



Kiwanis Organization of Traverse City Program/Event: _____

Date: _____

I acknowledge that this athletic program/event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people, including but not limited to volunteers, spectators, coaches, event officials, and program/event monitors, and/or producers of program/event. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by Grand Traverse County and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: Grand Traverse County, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting on behalf of Grand Traverse County; and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event.

I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event. **I hereby certify that I have read this document and understand and agree to its content.**

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APPENDIX B: Grand Traverse County Parks and Recreation Commission Rules

Amended September 14, 2017

Amended June 13, 2019

Amended July 9, 2020

Amended May 13, 2021

The following rules are promulgated by the Grand Traverse County Parks and Recreation Commission by authority conferred on the Commission by Act 261 of the Public Acts of the State of Michigan of 1965, MCL § 46.364, as amended, for the protection, regulation and control of its facilities and areas, and with the approval of the Grand Traverse County Board of Commissioners.

Section 1. Definitions.

- a. "Commission" shall mean the Grand Traverse County Parks and Recreation Commission.
- b. "County Park Property" shall mean all lands, waters and property administered by or under the jurisdiction of the Grand Traverse County Parks and Recreation Commission.
- c. "Director" shall mean the Grand Traverse County Parks and Recreation Director.
- d. "Person" or "persons" shall mean individuals, firms, corporations, or any group or gathering of individuals.
- e. "Camping" means the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked or placed on the premises.

Section 2. Unlawful acts generally. On lands owned or under the control of the department, it is unlawful for a person or persons to do any of the following:

- 1. To enter, use, or occupy County Park Property for any purpose when they are posted against entry, use, or occupancy, as ordered by the commission.
- 2. To dispose of refuse, rubbish, trash, or garbage not resulting from the use of county-owned lands in receptacles provided on Commission property.
- 3. To ignite any fire except within fireplaces, receptacles or open spaces designated and approved for such purposes by the Director.
- 4. To place or burn garbage within a designated fireplace, receptacle or open space designated and approved for the building of fires by the Director, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
- 5. To use tobacco or smoke at the Grand Traverse County Civic Center, Maple Bay Park and Natural Area, Medalie Park, Meyer Property, Keystone Soccer Complex, Natural Education Reserve, Power Island, and the VASA Trailhead. This rule applies to prohibit the use and smoking of tobacco both within structures as well as outside of structures on the listed

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properties. As used in this rule, the word “smoke” means any of the following:

- a. using a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product that is lighted, burning or heated;
- b. lighting a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product;
- c. exhaling smoke or vapor from burning or heating tobacco, nicotine, or any other related product that is contained in a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product.

6. To intentionally smoke, ingest, consume, or otherwise use marihuana, or cannabis, or liquids or solids containing any type of tetrahydrocannabinol on County Park Property. “Smoke” means to inhale the vapor of a solid or liquid substance that has been heated. “Ingest” means to swallow a solid or liquid substance. “Consume” means to take a substance into the body which was previously outside the body.

7. To cause a noise disturbance, which is defined as sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day impairs the health, welfare, or peace of another person of normal human sensibilities. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.

- a. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.
- b. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
- c. The use of any motor vehicle, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.
- d. Shouting or other raucous or boisterous behavior for an unreasonable length of time.
- e. The use of a loudspeaker, public address system without a permit issued by the Director.
- f. On the Meadows Trail at the VASA Trailhead Property, on lands owned and under the control of the department it is unlawful for a person or persons to do any of the following:
 1. To operate an off-the-road motor-driven vehicle such as a minibike, motorcycle, dunemobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device, except on designated roads, trails, or areas posted for such use without proper written permission.

8. To place or erect a fence or barrier, to construct or occupy improvements, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting or

using County Park Property without permission of the Director.

9. To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter or post signs without permission from the Director.

10. To paint, mark, or otherwise apply any chemical or **harmful** substance on any tree, rock, or any other land, water, structure or property without the permission from the Director.

11. To park vehicles of any type in areas posted as no parking; or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking area. If a motor vehicle is found parked on County Park Property, then the license plate displayed on the motor vehicle shall constitute prima facie evidence that the person who parked it there is the owner of the vehicle.

12. To camp on County Park Property unless approved and designated for such purposes by the Director and with an approved permit issued by the Director.

13. To store or leave property on county lands for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit authorized by the Director.

14. To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.

15. To possess a dog without a leash or on a leash greater than six-foot in length except upon County Park Property open to hunting.

16. To enter or remain on County Park Property between the hours of 11 p.m. and 6 a.m. unless the property is open for events between these hours.

17. To possess a bow and arrow, crossbow, trap or other instrument used for hunting or trapping of animals; or to hunt or trap on any County Park Property unless that property is open to hunting and/or trapping by Rule of the Commission.

18. To offer for sale alcoholic beverages except for events as authorized by the Director, and in locations approved for such by the Parks and Recreation Commission.

19. To possess any beverage container made in whole or in part of glass, or to bring, carry, or transport any beverage container made in whole or in part of glass onto County Park property.

20. To refuse to comply with the above rules upon the demand of an authorized local enforcement officer; or to interfere with the officer's enforcement of the ordinance; or to retaliate against another who has made complaint of a violation of a park rule; or to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

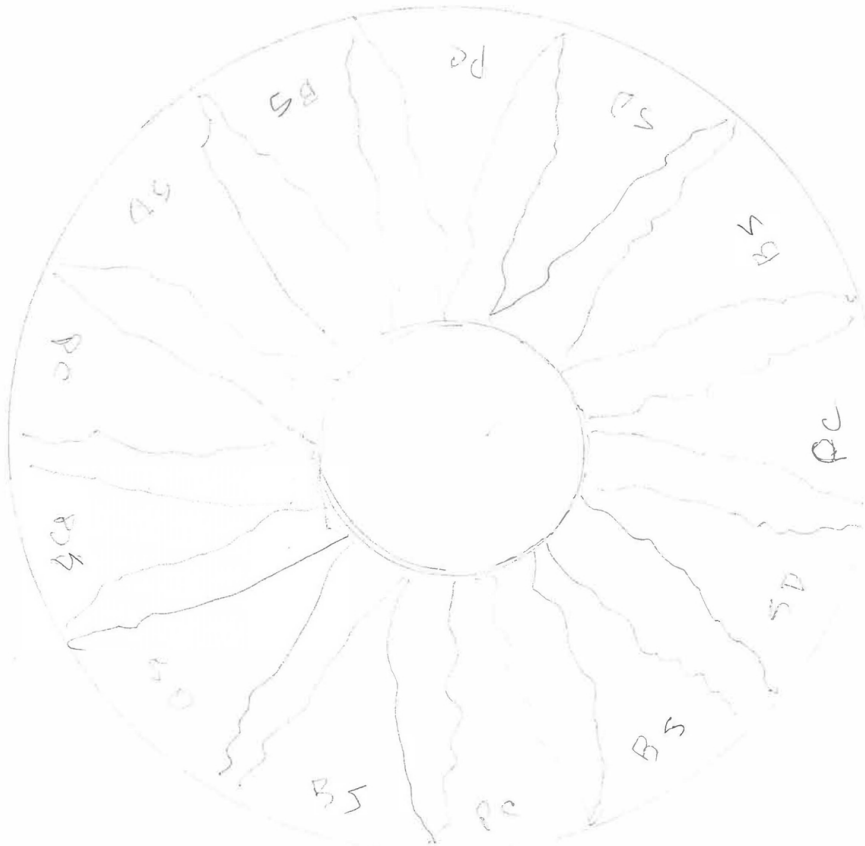
Section 3. Enforcement Officers. The Grand Traverse County Sheriff and deputies are authorized as local enforcement officers of these park rules, unless at Civic Center Park, where Traverse City police have jurisdiction.

Section 4. Fines and Imprisonment. Any person violating any provision of the foregoing rules shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 and costs of prosecution or imprisoned in the Grand Traverse County Jail for a period not exceeding 90 days or both, for each offense.

Section 5. Compliance with Other Laws. Nothing in this ordinance impairs or precludes a separate cause of action provided by statute or common law for conduct prohibited herein.

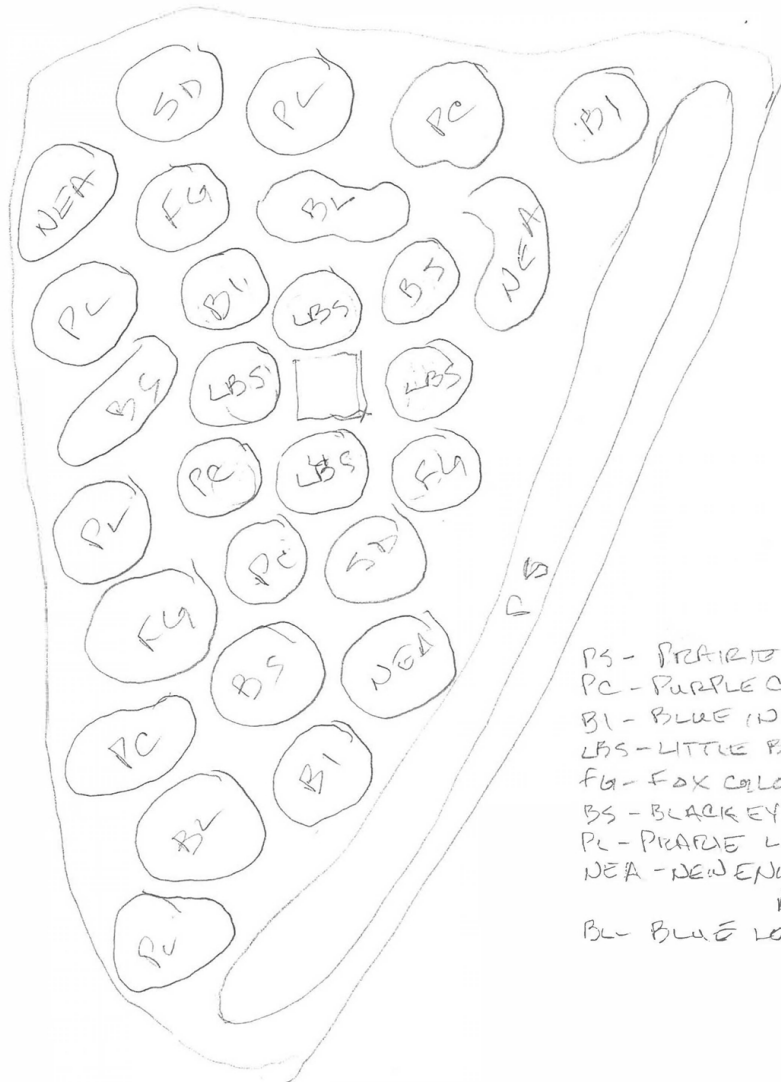
Section 6. Severability. The provisions of this ordinance are severable and if any part is declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in force.

EAST GARDEN



- PC - PURPLE CONE FLOWER
- BS - BLACK EYES SUSAN
- SD - SHASTA DAISY

WEST GARDEN



PS - PRAIRIE SUNO
 PC - PURPLE CONE
 BI - BLUE INDIGO
 LBS - LITTLE BLUE
 FG - FOX GLOVE
 BS - BLACK EYED S
 PL - PRAIRIE LILY
 NEA - NEW ENGLAND
 ASTE
 BL - BLUE LIPS FLI