

AGENDA
HAYES TOWNSHIP BOARD OF TRUSTEES

November 10, 2025 7:00pm

Hayes Township Hall

9195 Major Douglas Sloan Road

Charlevoix, Michigan 49720

<https://us02web.zoom.us/j/88001640434?pwd=QkdkY3AzN1dmKzZpajZQNEkwMkZ5dz09>

Meeting ID: 880 0164 0434

Passcode: 251468

+1 312 626 6799 US (Chicago)

1. Call to Order
2. Pledge of Allegiance
3. Declaration of Conflict of Interest
4. Review and Approval of Agenda
5. Public Comment
6. Approval of Meeting Minutes: October 13, 2025 BOT Regular Meeting and October 27, 2025 Special Meeting
7. Treasurers Report
8. Clerks Report: Approval of Warrants
9. Reports: Fire Chief, County Commissioner, Zoning Administrator, Planning Commission, Zoning Board of Appeals, Parks and Recreation, Trustee's, and Supervisor Reports.

NEW BUSINESS

9. Discussion of Current Litigation (Phelps, Phelps, Rudolph, Taylor, Lavanway, Umlor, Vanwart, Willis V. Hayes Township)- Board may go into closed session
10. Planning Commission Nominations
11. Rezone Request Parcel 15-007-125-009-00
12. Set Board of Review December Meeting

OLD BUSINESS

13. Zoning Board of Appeals Alternate Position
14. Maple Grove Road End Access
15. Short Term Rental Ordinance Discussion
16. Public Comment
17. Board of Trustee Comment

ADJOURN MEETING

Public Comment at Meetings of the Hayes Township Board of Trustees

The Hayes Township Board of Trustees values public input and offers two opportunities for the public to comment at its meetings, once near the beginning and once near the end. This affords the Board of Trustees the opportunity to hear your views and remarks. If you speak, you should not expect to engage the Board of Trustee members or any staff in discussion or debate.

Board of Trustee members will not respond to comments made during the Public Comment unless it becomes necessary to ask a clarifying questions, correct a factual error, or to provide specific factual information.

Questions about Township matters are best directed to individual Board members or Township staff (Planner, Zoning Administrator, or Assessor) between meetings. Contact information is available on the township website at: hayestownshipmi.gov.

The availability of public comment is recognized by the Michigan Open Meetings Act. The Act provides that rules may be adopted for orderly comment from the public. To that end, the following rules have been established by the Board of Trustees:

1. A person wishing to speak will indicate on the sign in sheet that they would like to be called on at Public Comment. All persons in attendance in person will be called on first. Zoom attendees can indicate they would like to speak by raising their hand icon.
2. The person will begin by stating their name, spelling it out if requested.
3. The person addresses the Chairperson, or other person chairing the meeting, on behalf of the entire Board of Trustees. Public comment is NOT to be addressed to individual Board of Trustee members, to any township staff present, or to other members of the audience.
4. There is a three (3) minute time allotment for each speaker. The time limit may be extended by the Chairperson or majority of the Board of Trustee members present. A speaker may speak only once at each Public Comment. There is no provision for another audience member to 'donate' their three (3) minutes to another speaker.
5. A speaker will be out of order if the speaker disrupts the meeting, speaks longer than the allotted time, uses vulgarities or makes a personal attack on a Board of Trustee member or Township employee that is unrelated to the performance of that person's duties.
6. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board of Trustees
7. The Chairperson, or other person chairing the meeting, will have the discretion to permit members to speak at times other than the times reserved for Public Comment.

HAYES TOWNSHIP
BOARD OF TRUSTEES REGULAR MEETING
October 13th 2025 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

The October 13th, 2025, meeting of the Hayes Township Board was called to order by
Supervisor William Conklin at 7:00 pm.

Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug
Kuebler (Trustee), William Conklin (Supervisor) and Kristin Baranski (Clerk)

Audience Members signed in: Catherine Phelps, Andy Balderson, Linda Balderson, Tom
Toomey, Diane Conklin, Janine Warner, Michael Macmillan, Judith Ivan, Rex Greenslade, CT
Martin, Darcy Phelps, Paul Ivan, Mark Snyder, Gerry Mills, Mary Mills, Deb Narten, Dee
Hutchinson, Betty Henne, Bill Henne, Bob Fowler, Brigitte Fowler, Greta Mcvay, Jim
McMahon, Ellis Boal, Ann Hamlin, Randy Johnson, John Hogan, Sharon Bagley, David Bagley,
Ashley Marina, Carol Umlor, David Kemme, David Zipp, Sherry Baker- McCary, Roy Griffiths,
Ray Cunningham, and Carey Cuddeback.

CALL TO ORDER

Supervisor William Conklin called the meeting to order at 7:00 pm.

DECLARATION OF CONFLICT OF INTEREST:

NONE.

REVIEWED & APPROVED AGENDA

Mr. Cunningham made a motion, supported by Mr. Kuebler to not take on any new business
items after 9 pm.

Yays: Matt Cunningham, Julie Collard, Doug Kuebler, and Kristin Baranski.

Nays: William Conklin Motion Carried

PUBLIC COMMENTS:

Public comment opened at 7:07 pm.

- Public comments included Eastern Avenue Beach Boundaries, Maple Grove Road End,
Shoreline Protection Strip, Hayes Township Park, Township Minutes, Short Term Rental
Ordinance, Supervisor Report, Tipp of the Mitt, and Sentinel Newspaper.

Closed at 7:42

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APPROVAL OF SEPTEMBER 8TH 2025 BOT REGULAR MEETING MINUTES:

Ms. Baranski made a motion, supported by Mr. Conklin to approve the September 8th, 2025, Board of Trustees regular meeting minutes as amended.

Yeas: Julie Collard, William Conklin, Matt Cunningham, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

TREASURERS REPORT

Ms. Collard presented a written report reporting all Hayes Township account balances. The board came to a consensus to include the Material Management Planning County Resident survey in winter tax bill at no additional cost to the township.

CLERKS REPORT: APPROVAL OF WARRANTS

Clerk, Ms. Baranski, presented the warrants in the amount of \$65,007.10.

Ms. Baranski made a motion, supported by Ms. Collard to approve Township warrants out of the General Fund in the amount of \$65,007.10. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard to approve the installment payment for the EMS building loan in the amount of \$10,248.13. The total installment payment will be offset 100% by the LCEMSA monthly lease payment. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

COUNTY COMMISSIONER REPORT

Bob Jess was not present.

PARKS AND REC. REPORT

Ms. Collard presented the Parks and Rec. report.

The next regular Parks and Rec meeting will be rescheduled.

The Clerk will post an ad on the website requesting Slow Plow Bids for Hayes Township Park.

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PLANNING COMMISSION

Mr. Cunningham presented the Planning Commission Report. The next regular Planning Commission meeting is October 21st, 2025, at 7:00 pm.

ZONING BOARD OF APPEALS

ZBA has an administrative meeting scheduled for October 21st 2025 at 5:00 pm.

ZONING ADMINISTRATOR REPORT

Ron VanZee presented a Zoning Administrator report.

TRUSTEES REPORT:

Mr. Kuebler stated Burnett Road has been finished.

SUPERVISOR REPORT:

William Conklin presented a supervisor report.

CEMETERY BY-LAWS:

Hayes Township Sexton upon training with MTA presented the proposed changes to the Cemetery Ordinance to the Board of Trustees.

Changes included:

Section 7(a) Add "only one above grade stone or marker per burial space. Additional surface marker will be permitted for cremation burials.

Section 10(c) Add "MCL 333.28.52 states that winter burials cannot be prohibited. Additional fee can be charged. Family must give written authorization to store. This should be taken care of by the funeral director.

Section 11(a) Add "change to 4 cremations per burial space or one full and three cremations. Full burial must be first. We will not disinter cremations to perform a full burial.

Section 11(b) Add "no cremations entered without the sexton.

Section 12(c) Add "no plants or shrubs with thorns.

Section 17(a) Add "change this to vaults are required.

Section 17(b) Add "require a cremation vault.

Add Winter Burial Actual Cost not to exceed \$5500 to the Cemetery Fee sheet.

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ENGAGEMENT LETTER GABRIDGE & CO:

Ms. Baranski made a motion, supported by Ms. Collard to sign the letter of engagement with Gabridge & CO. for the 2024/2025 Audit.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

HAYES TOWNSHIP PARK DRAINAGE UPDATE:

Supervisor Bill Conklin gave the board an update on the Hayes Township Park Drainage Project.

EASTERN AVENUE BEACH/MAPLE GROVE ROAD END/TOWNLINER ROAD STEPS:

The Board of Trustees came to a consensus to work on updating the Parks and Road End Ordinance.

Other items discussed:

Willow Tree

Fire ring

Noise Ordinance Enforcement

Cameras

Ms. Baranski made a motion, supported by Mr. Cunningham to mark the four corners of Eastern Avenue Beach with concrete markers not to exceed \$900.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

Supervisor Bill Conklin will arrange with Ferguson and Chamberlain.

Parks and Rec will meet with Gregg Stauffer in the spring of 2026 to determine area to maintain at Maple Grove End.

Board Members will continue to research Townline Road steps.

ZONING BOARD OF APPEALS ALTERNATE POSITION:

Tabled until November 2025 BOT

BOARD OF TRUSTEES BY-LAWS/MINUTES DISCUSSION:

Tabled until November 2025 BOT

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SHORT TERM RENTAL ORDINANCE DISCUSSION (PC REQUEST):

Planning Commission is looking for direction from the Board of Trustees to determine what steps to take towards a Short Term Rental Ordinance.

Enforcement is the key to a strong short term rental ordinance.

The Board of Trustees will research with other local municipalities on enforcement and ordinance.

OLD BUSINESS

DESIGNATE AN ICE-FISHING PARKING AREA IN THE UPPER PORTION OF HAYES TOWNSHIP PARK/CAMP SEA-GULL:

The Board of Trustees will post on the website to collect bids for plowing a parking area at Hayes Township Park Camp Sea-gull.

PAR PLAN RISK CONTROL COMMENTS AND RECOMMENDATIONS:

Board of Trustees reviewed the Par Plan Risk Control Comments and Recommendations and are satisfied.

PUBLIC COMMENTS: Public comments opened at 9:16 pm.

Comments included:

- Short Term Rental Ordinance, Eastern Avenue Beach, Board Minutes, and Law Enforcement at Board Meetings.

Public comments closed at 9:39 p.m.

BOARD OF TRUSTEE COMMENT:

ADJOURNMENT: MS. Baranski made a motion, supported by Mr. Kuebler, to adjourn at 9:42 p.m.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

Respectfully Submitted,

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- 166 April Hilton
167 Hayes Township Deputy Clerk/Recording Secretary

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
October 27th, 2025 7:10 PM
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09195 MAJOR DOUGLAS SLOAN RD
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1 The October 27th, 2025, meeting of the Hayes Township Board was called to order by
2 Supervisor William Conklin at 7:10 pm.

3
4 Board members present were Matt Cunningham (Trustee), Doug Kuebler (Trustee), William
5 Conklin (Supervisor) and Kristin Baranski (Clerk).

6
7 Excused: Julie Collard

8
9 Also present: April Hilton (Deputy Clerk/Recording Secretary)

10
11 Audience Members signed in: Carol Umlor, Tim Boyko, LuAnne Kozma, Ellis Boal, Bill Henne,
12 Jim McMahon, Diane McMahon, Mel Czechowski, David Kemme, Carey Cuddeback, Rex
13 Greenslade, Larry Cuddeback and Roy Griffitts.

14
15 **CALL TO ORDER** Supervisor William Conklin called the meeting to order at 7:10 pm.

16
17 **REVIEWED & APPROVED AGENDA**

18 Mr. Cunningham made a motion, supported by Ms. Baranski to approve the agenda as
19 presented.

20 Yays: Matt Cunningham, Doug Kuebler, William Conklin, and Kristin Baranski.

21 Nays: None Motion Carried

22
23 **PUBLIC COMMENTS:** Public comment opened and closed at 7:11 pm.

24 Comments included Future Land Use Map, Correspondence Attached.

25 Closed at 7:16 pm

26
27 **PROPOSED MASTER PLAN DRAFT – UPON APPROVAL DISTRIBUTE FOR REVIEW PERIOD:**

28 Board of Trustees reviewed the amended proposed Master Plan draft.

29 Ms. Baranski made a motion, supported by Mr. Kuebler to authorize the Planning Commission
30 to distributed the amended proposed Master Plan Draft to all entities per MCL 125.3841 for the
31 required 63 day comment period.

32 Yays: Matt Cunningham, Doug Kuebler, William Conklin and Kristin Baranski.

33 Nays: None Motion Carried

34

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35 **BOARD OF TRUSTEE COMMENT:**

36 The Board of Trustees and the Planning Commission will be calling a joint special meeting
37 during the 63 day review period to receive public comment and answer any questions the public
38 may have regarding the draft Master Plan.

39

40 **ADJOURNMENT:** Mr. Cunningham made a motion, supported by Mr. Kuebler, to adjourn at
41 7:40p.m.

42 Yeas: Matt Cunningham, William Conklin, Doug Kuebler and Kristin Baranski.

43 Nays: None **Motion Carried**

44

45 Respectfully Submitted,

46 April Hilton Hayes Township Deputy Clerk/Recording Secretary

October 2025 Treasurer Report

(As of October 8, 2025)

Charlevoix State Bank

1. General Fund-\$745,496.90

(\$535,496.90 available, \$210,000 Recommended Reserve)

2. Tax Account-\$75,544.39 *(restricted Treasury Funds)*

3. Township Warrant Checking-\$27,021.24

4. Pantry-\$4,954.22*(restricted funds)*

5. ARPA *(restricted funds)*-\$19,507.10

Horizon

6. Hayes Township Road Fund-\$334,215.53*(restricted funds)*

Township Cemetery Ordinance

HAYES TOWNSHIP
CHARLEVOIX COUNTY, MICHIGAN

Ordinance No. 091018

as amended and adopted on November 10, 2025

effective TBD

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, maintenance and management of cemeteries owned, controlled or operated by the Township of Hayes, in Charlevoix County, Michigan; to provide penalties for the violation of said ordinance, and to repeal all ordinances or parts of ordinances in conflict therewith.

THE TOWNSHIP OF HAYES, COUNTY OF CHARLEVOIX, MICHIGAN ORDAINS:

Section 1. Title

This Ordinance shall be known and cited as the "Hayes Township Cemetery Ordinance."

Section 2. Purpose and Intent

The Hayes Township Board recognizes and concludes that the proper and reasonable maintenance, appearance and use of the cemetery or cemeteries owned or controlled by the Township is an important function of the government of the Township. It is also important that burials, disinterments and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the safety, public health and general welfare of the community. The Township Board finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the Township.

Section 3. Definitions

- (a) A "burial space" shall consist of an area in a Township cemetery sufficient to accommodate one burial space for one deceased person. Exceptions may be made with Township permission to accommodate infant burial or the burial of cremains.
- (b) "Infant" means someone who is two years or younger at the time of death.
- (c) "Township" means Hayes Township.
- (d) "Township cemetery" or "cemetery" means any cemetery owned, operated and/or controlled by the Township.
- (e) "Township Clerk" means the elected Township Clerk and/or other designee(s) of the Township Board.

Section 4. Sale of Cemetery Burial Spaces; Nontransferable

- (a) After the effective date of this Ordinance, cemetery burial spaces shall be sold by the Township for the purpose of burial for the purchaser of a burial space, or his or her immediate family. No sale shall be made to funeral directors or others, except for those acting as an agent for an eligible purchaser.
- (b) All sales and transfers of burial spaces shall be made on a form approved by the Township Board, which grants a right of burial only and does not convey any other title or right to the burial space sold. Such forms shall be signed by the Township Clerk, and shall then constitute a permit.
- (c) Burial spaces may be sold by the Township to any resident or taxpayer of the Township. The Township Clerk is hereby granted the authority to vary the aforesaid restriction on sales where the purchaser discloses sufficient personal reason for burial within the Township through previous residence in the Township or relationship to persons interred in the Township cemetery involved. Any such decision by

the Township Clerk (either granting or denying such variance) may be overturned by the Township Board pursuant to Section 23 hereof.

- (d) At the time of purchase from the Township, each burial space shall be assigned the name of the specific person who shall be interred in that burial space upon death. Each such person must either be a resident or taxpayer of the Township, or be a member of the immediate family of a qualified purchaser. If the owner of a burial space desires to effectuate a name change regarding the assigned burial space, that person must request in writing such change to another eligible person and receive approval from the Township Clerk.
- (e) Ownership of burial spaces is nontransferable without prior written approval by the Township, and may be sold back at a price set by the Township Board (for resale by the Township).
- (f) The Township Board shall have the authority to place a limit on the number of burial spaces sold to a particular person, as well as such person's family and relatives. Furthermore, the Township shall have the absolute right and discretion to determine whether a particular burial space or spaces will be sold to a specific person and where such burial space or spaces will be located and within which Township cemetery. Such decision shall be based upon reasonable factors, including, but not limited to, the number of vacant burial spaces available and whether family or relatives of the person seeking to purchase a burial space or spaces are buried adjacent or nearby the burial space or spaces requested.
- (g) The Township shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer or conveyance of any burial space, either by canceling the permit for a particular vacant burial space or spaces and substituting and conveying in lieu thereof another vacant burial space or spaces in a similar location within the cemetery at issue or by refunding the money paid for the burial space to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the Township shall have the right to remove and transfer the remains so interred to another burial space in a similar location in the same Township cemetery in accordance with law.
- (h) The owner of every burial space shall be responsible for notifying the Township whenever that person's mailing address changes.

Section 5. Purchase Price for Burial Spaces; Indigent Burials

- (a) The Township Board shall by resolution set the fees for each burial space. The lawful owner of any burial space within the Township shall promptly provide the Township Clerk with any change in that owner's mailing address.
- (b) All charges shall be paid to the Township.
- (c) The Township Board may waive some or all fees for the burial of indigent persons. Furthermore, the Township Board may set aside a portion of a Township cemetery or cemeteries for the burial of indigent persons.
- (d) The Township Board may by resolution periodically alter the foregoing fees to accommodate increased costs and needed reserve funds for cemetery maintenance and acquisition.

Section 6. Grave Opening Charges

- (a) The Township may charge reasonable fees for the opening and closing of any burial space, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by resolution of the Township Board, payable to the Township.
- (b) No burial space shall be opened or closed except under the direction and control of the Township Sexton or such other individual as is designated by the Township Board. This subsection (b) shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities; however, even in such cases, the Township Sexton shall be given at least twenty-four (24) hours' prior notice of when such grave opening or closing will occur.

Section 7. Markers or Memorials; No Monuments

- (a) All markers and memorials must be comprised of stone or other equally durable composition and shall face the same direction as the markers and memorials around them. Only one above grade stone or marker per burial space. Additional surface markers will be permitted.

- (b) Except for monuments that existed in a Township cemetery before the effective date of this Ordinance, no monument will be allowed or erected in a cemetery. For purposes of this Ordinance, "monument" shall be defined as any marker, memorial, statue or similar item which exceeds thirty (30) inches in height above normal ground level or which has a ground surface area exceeding thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than thirty (30) inches above ground level, including the foundation. Only one (1) marker or memorial shall be permitted per burial space, or one marker or memorial in total where two adjoining spaces share that one marker or memorial. Markers shall be no more than thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than thirty (30) inches above ground level, including the foundation. Individual markers for cremains shall be flush with the ground and shall be no more than twelve (12) inches by twenty-four (24) inches in size.
- (c) The footing or foundation upon which any marker or memorial must be placed shall be constructed by the Township, or such person(s) as may be designated by the Township Board. Fees for such work shall be set from time to time by resolution of the Township Board, and shall be paid to the Township.
- (d) Should any monument or memorial (including any monument or memorial that was in place before this Ordinance became effective) become unsightly, broken, moved off its proper site, dilapidated or a safety hazard, the Township Board shall have the right, at the expense of the owner of the burial space, to correct the condition or remove the same. The Township shall make reasonable attempts to contact the owner of the burial space prior to any such work beginning.
- (e) The maintenance, repair and upkeep of a cemetery memorial, marker, urn or similar item is the responsibility of the heirs or family of the person buried at that location. The Township has no responsibility or liability regarding the repair, maintenance or upkeep regarding any such marker, memorial, urn or similar item.

Section 8. Interment Regulations

- (a) Only one (1) person shall be buried in a burial space, except for a parent and infant child or two (2) infants buried at the same time when approved by the Township.
- (b) The Township shall be given not less than 36 hours' prior notice in advance of any funeral to allow for the opening of the burial space. The opening and closing of burial spaces shall be done only by the Township or such person or persons as are designated by the Township.
- (c) The appropriate permit or form issued by the Township for the burial space involved, together with appropriate identification of the person to be buried therein and the burial-transit permit from the health department, shall be presented to either the Township Sexton or the Township Clerk prior to interment. Where such permit or form has been lost or destroyed, the Township Clerk must be satisfied, from his or her records, that the deceased person to be buried in the burial space is an authorized and appropriate person for that space before any interment is commenced or completed.
- (d) The surface of all graves shall be kept in an orderly and neat-appearing manner within the confines of the burial space involved.

Section 9. Disinterments

- (a) No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses and written authorizations required by law for such disinterment or digging up of an occupied grave have been obtained from any applicable state or county agency, governmental unit or official, and a copy of the same has been filed with the Township.
- (b) The Township Board shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave if the disinterment or digging up of an occupied grave is not done pursuant to a court order (issued by a court of competent jurisdiction) or does not have a reasonable basis.

Section 10. Winter Burials

- (a) The Township may charge additional fees for winter burials.
- (b) If a winter burial cannot occur due to inclement weather, frozen ground or similar condition, the deceased person may be kept in winter storage until a spring burial can occur. Written permission by the next of kin or authorized agent must be obtained prior to winter storage. All such winter storage costs shall be paid by the estate of the deceased person or the person's next of kin.
- (c) See fee schedule for winter burials. No winter burials shall occur without the prior consent of the Township Sexton.

Section 11. Cremains

- (a) Cremains may be buried in a container approved by the Township in a burial space that has been installed by the Township within a Township cemetery. A total of four (4) cremations per burial space or three (3) cremations and one (1) full burial per burial space. Full burial must be first. No cremations disinter to perform full burial.
- (b) No cremains shall be scattered or dispersed within a Township cemetery.

Section 12. Grounds Maintenance

- (a) Flower pots, urns and grave blankets may be placed and maintained at the head stones of graves no earlier than May 1 and must be removed no later than November 1 of each year. Decorations will be permitted for holidays falling outside of these dates, but only for one (1) week prior and one (1) week following the holiday. Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines.
- (b) No grading, leveling or excavating within a cemetery shall be allowed without the prior permission of the Township Sexton or the Township Clerk. Furthermore, no tree, shrub, landscaping or similar plantings shall occur without the prior permission of the Township Sexton or the Township Clerk.
- (c) No flowers, shrubs, trees or vegetation of any type shall be planted outside of an urn. Any of the foregoing items planted without Township approval will be removed by the Township or the Township Sexton. **No plants or scrubs with thorns are allowed.**
- (d) The Township Board reserves the right to remove or trim any existing trees, plants or shrubs located within a cemetery in the interest of maintaining proper appearance and the use of the cemetery.
- (e) Mounds, bricks, blocks and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.
- (f) The Township Sexton shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers and other items that through decay, deterioration, damage or otherwise become or are unsightly, a source of litter or a maintenance problem.
- (g) Surfaces other than earth or sod are prohibited.
- (h) All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers and plastic flower containers must be removed from the cemetery within 10 days after a burial.
- (i) No glass containers or items are allowed.
- (j) Except for markers, memorials, flowers, and urns expressly allowed by this Ordinance, and veteran flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, benches, landscaping, bricks, stones, grave border materials or other structures) shall be installed or maintained within a Township cemetery, nor shall any grading, digging, mounding or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the Township.

Section 13. Disclaimer of Township Liability and Responsibility

Every person who enters, remains in and travels within a Township cemetery does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Township cemetery. Furthermore, the Township is not responsible for any damage or vandalism to, theft of or deterioration of any burial monument, headstone, flower urn or other item placed at or near a burial space, burial site or anywhere in a Township cemetery. The purchaser or transferee of any burial space or the equivalent (and all subsequent transferees, assigns, heirs, or beneficiaries) hereby releases, waives, indemnifies and holds harmless the Township for, from and against any injury, damages, causes of action, claims, costs and expenses associated with, relating to and/or involving the burial space or similar right, any headstone, monument or similar items, and any matter related to the cemetery involved. Such waiver, release and hold harmless provision shall apply not only to the Township, but also as to the Township Sexton and any Township employee, officer, official or agent.

Section 14. Forfeiture of Vacant Burial Spaces

Burial spaces sold after the effective date of this Ordinance and remaining vacant for forty (40) years or more from the date of their sale shall automatically revert to the Township upon the occurrence of the following events:

- (a) Notice shall be sent by the Township Clerk by first-class mail to the last known address of the last owner of record informing him/her of the expiration of the 40-year period and that all rights with respect

to said burial spaces will be forfeited if he/she does not affirmatively indicate in writing to the Township Clerk within sixty (60) days from the date of mailing of such notice of his/her desire to retain such burial rights; and

- (b) No written response to said notice indicating a desire to retain the burial spaces in question is received by the Township Clerk from the last owner of record of said spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.

Section 15. Repurchases of Burial Spaces

The Township may repurchase any burial space from the owner for a price set by the Township Board, upon the written request of said owner or his or her legal heirs or representatives.

Section 16. Records

The Township Clerk shall maintain records concerning all burials, burial spaces, issuance of burial permits and any other records of the Township related to Township cemeteries, and the same shall be open to public inspection at all reasonable business hours.

Section 17. Vaults

- (a) A standard vault is required to be installed or constructed in a burial space before interment in the cemetery.
- (b) **Cremains require a cremation vault to protect the urn, or container.**

Section 18. Cemetery Hours

Unless otherwise specified by the Township Board by resolution, all Township cemeteries shall be closed during the hours from 9 p.m. until 7 a.m. the next morning. During those hours, no person shall be present in a Township cemetery. Such prohibition on being present in a Township cemetery during the time when a Township cemetery is closed shall not apply to the Township Sexton, any Township official, a person accompanied by the Township Sexton or other Township official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.

Section 19. Prohibited Uses and Activities

The following prohibitions shall apply within any Township cemetery:

- (a) No person shall destroy, deface, apply graffiti to or otherwise injure any monument, sign, tree or other lawful item located within a Township cemetery.
- (b) No person shall disturb the peace or unreasonably annoy, harass or disturb any other person who is lawfully present on the grounds of any Township cemetery.
- (c) No vehicles shall be permitted to drive on lawns or burial spaces in a cemetery.
- (d) There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
- (e) There shall be no destruction of cemetery property.
- (f) There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs or any other item placed, kept, installed or maintained in a cemetery except those expressly allowed by this Ordinance.
- (g) There shall be no digging, grading or mounding unless expressly authorized by this Ordinance.
- (h) There shall be no driving of an automobile, truck or any vehicle on any portion of a cemetery except the designated roads or drives.
- (i) There shall be no gathering of persons in excess of 75 people without prior Township approval (except during or incidental to a funeral occurring concurrent with burial).
- (j) There shall be no disinterment or grave openings unless approved by the Township.
- (k) There shall be no possession or consumption of any alcoholic beverage.
- (l) There shall be no picnicking or consumption of food without prior Township approval.
- (m) There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a military ceremony or a funeral.

- (n) There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
- (o) There shall be no littering or dumping. There shall be no dumping, vandalizing or tipping over of any lawful garbage container or receptacle.
- (p) There shall be no unlawful interference with or disruption of a lawful funeral or funeral procession.
- (q) There shall be no private signs, lighting, moving displays or changeable copy on a sign.
- (r) There shall be no fires, candles or open flames.
- (s) No children under twelve (12) years of age shall be allowed in any Township cemetery unless accompanied by an adult and are properly supervised by an adult.
- (t) There shall be no domestic animals of any kind or pets allowed within the cemetery grounds. However, this prohibition shall not apply to dogs assisting handicapped persons.
- (u) No firearms or archery arrows shall be discharged or shot except that military or other veteran's organizations may carry arms for the purpose of firing over the grave at the burial of a member.
- (v) No person shall engage in any fight, quarrel or disturbance.

Section 20. Authority of the Township Sexton

- (a) The Township Board shall appoint a Township Sexton, who shall serve at the discretion of the Township Board. The Township Sexton may be a Township employee or independent contractor for the Township at the discretion of the Township Board.
- (b) The Township Sexton shall assist other Township officials with the enforcement and administration of this Ordinance.
- (c) The Township Sexton shall have such duties and obligations with regard to Township cemeteries as may be specified from time to time by the Township Board.

Section 21. Fees

The Township Board shall have the authority to set fees pursuant to this Ordinance from time to time by resolution. Such fees can include, but are not limited to, a fee or fees for a burial permit, disinterment permit, grave opening, setting of foundations, grave closing, winter or holiday burial, the price for a new burial space, transfer fees for burial spaces, and other matters. Any check for fees pursuant to this Ordinance should be made out to the Township or the Township Treasurer and not to the Sexton or any other individual Township employee.

Section 22. Applicability of this Ordinance

- (a) This Ordinance shall apply only to cemeteries owned, controlled or operated by the Township.
- (b) The provisions of this Ordinance shall not apply to Township officials or their agents or designees involved with the upgrading, maintenance, administration or care of a Township cemetery.
- (c) The provisions of this Ordinance shall not apply to police officers or firefighting officials or officers involved in carrying out their official duties.

Section 23. Interpretation/Appeals to the Township Board

- (a) The Township Board shall have the authority to render binding interpretations regarding any of the clauses, provisions or regulations contained in this Ordinance and any rule or regulation adopted pursuant to this Ordinance, as well as their applicability. The Township Board (or its designee) is also authorized to waive application of the strict letter of any provision of this Ordinance or any rules or regulations promulgated under this Ordinance where practical difficulties in carrying out the strict letter of this Ordinance or any rules or regulations related thereto would result in hardship to a particular person or persons or the public. Any such waiver, however, must be of such a character as it will not impair the purposes and intent of this Ordinance.
- (b) Any party aggrieved by any interpretation or decision made by the Township Sexton or any Township official, agent or contractor pursuant to this Ordinance, as well as any matter relating to a Township cemetery, rights to a burial space, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to the Township Board. Any such appeal shall be in writing and shall be filed with the Township within thirty (30) days of the date of the decision, determination or other matter being appealed. The Township shall give the aggrieved party who filed

the written appeal with the Township at least ten (10) days prior written notice of the meeting at which the Township Board will address the matter unless an emergency is involved, in which case the Township shall utilize reasonable efforts to notify the aggrieved party who filed the appeal of a special or emergency meeting of the Township Board at which the matter will be addressed. Pursuant to any such appeal, the decision of the Township Board shall be final.

(c) The Township Board may set a fee or fees for any such appeal from time to time by resolution.

Section 24. Authority of the Township to Remove Unauthorized or Unlawful Items from a Township Cemetery

Any monument, marker, planting, trellis, personal item, urn, flowers or foliage (whether real or artificial), structure, flag (except for lawful veterans flags), or other item that has been placed, installed, left or maintained in any Township cemetery in violation of this Ordinance, any Township rule or regulation regarding Township cemeteries, or any county, state or federal law, statute or regulation may be removed by the Township from the Township cemetery at any time and destroyed or disposed of by the Township without any prior notice to, permission from, or liability or obligation to the person or persons who left, installed, maintained or kept such item in the Township cemetery. No such item (including, but not limited to, a monument, marker, planting, trellis, personal item, urn, flowers or foliage, structure, flag, or similar item) can be installed, placed, maintained or kept in a Township cemetery unless expressly authorized by this Ordinance or a written rule or policy of the Township. Even if such an item is authorized to be installed, kept, maintained or left in a Township cemetery, the Township shall still have the discretion to remove any such item at any time and dispose of the same without prior notice to, consent from or liability to the person or persons who installed, maintained or left such item in a Township cemetery.

Section 25. Penalties

A violation of this Ordinance (or of any rule or regulation adopted pursuant to this Ordinance) constitutes a municipal civil infraction. Any person who violates, disobeys, omits, neglects or refuses to comply with any provision of this Ordinance, or any permit or approval issued hereunder, or any amendment thereof, or any person who knowingly or intentionally aids or abets another person in violation of this Ordinance, shall be in violation of this Ordinance and shall be responsible for a civil infraction. The civil fine for a municipal civil infraction shall be not less than one hundred dollars (\$100) for the first offense and not less than two hundred dollars (\$200) for subsequent offenses, in the discretion of the court, in addition to all other costs, damages, expenses and remedies provided by law. For purposes of this section, "subsequent offense" means a violation of the provisions of this Ordinance committed by the same person within twelve (12) months of a previous violation of the same provision of this Ordinance or similar provision of this Ordinance for which said person admitted responsibility or was adjudged to be responsible. Each day during which any violation continues shall be deemed a separate offense.

A violation of any permit or permit condition issued pursuant to this Ordinance shall also constitute a violation of this Ordinance.

Section 26. Township Officials Who Can Enforce this Ordinance

Unless otherwise specified by the Township Board by resolution, the following officials or officers shall have the authority to enforce this Ordinance and to issue municipal civil infraction citations/tickets pursuant to this Ordinance:

- Township Supervisor
- Township Clerk
- Township Sexton
- Any deputy of the County Sheriff's department
- Any State Police officer

Section 27. Severability

The provisions of this Ordinance are hereby declared to be severable and should any provision, section or part thereof be declared to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section or part thereof involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

Section 28. Effective Date; Conflicts

This Ordinance shall become effective thirty (30) days after a copy of this Ordinance (or summary thereof) appears in the newspaper. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

The above Ordinance was offered for adoption by Township Board Member **TBD** and was seconded by Township Board Member **TBD**, the vote being as follows:

YEAS:

NAYS:

ABSENT:

ORDINANCE DECLARED ADOPTED.

CERTIFICATION

I hereby declare that the above is a true copy of an ordinance adopted by the _Hayes Township Board at a regular meeting held on November 10, 2025, at the Hayes Township Hall, pursuant to the required statutory procedures.

Dated: November 10, 2025

Respectfully submitted,

By Kristin Baranski, Hayes Township Clerk



Bill Conklin <supervisorhayestownshipmi@gmail.com>

Hayes Township Fire Truck and ISO Rating

1 message

Bill Conklin <supervisorhayestownshipmi@gmail.com>

Mon, Nov 3, 2025 at 12:24 PM

To: fire@charlevoixtownship.gov

Hello Dan -

At our quarterly meeting on 10/23 at the Charlevoix Twp Fire Station, I asked a number of questions about the Hayes Township Fire Truck re: the viability of it being used as a fully-equipped (road worthy) fire truck and whether it meets ISO standards for obtaining a better "fire rate" for insurance purposes for our residents.

I asked you for the ISO phone numbers and information so I could inquire and report to the Township. You kindly offered to do so as you were scheduled to talk with the ISO people "next week" and will bring up the Hayes Twp fire truck.

On Wednesday, 10/29 you called me and outlined the discussions you had with the ISO representatives. In order to save you from having to type up your summary, I advised that I would summarize our conversation and send it you for your approval and/or corrections - as I would like for you to attend the Hayes Twp Board meeting on Nov 10 at 7pm to present your findings, opinions and recommendations to the Board of Trustees.

You stated that the ISO fire rating is reduced if there is a "fire station" in Hayes Township; therefore, having a bay for a fire truck in Hayes Township assists in a lower fire rating for insurance purposes. I do not think that is an issue.

You stated that having a fire truck which is not **fully equipped** does NOT reduce the fire rating for insurance purposes and that any statement in the past that any fire truck (**not fully-equipped**) being in the fire station in Hayes Township lowers our ISO rating for fire insurance is NOT accurate. Since Hayes Township purchased that fire truck about the same time as the ISO rating was being conducted, ISO personnel listed the fire truck as fully-equipped and operational, which was not technically accurate. Hayes Township received a benefit, as a result.

You stated that ISO has rated Hayes Township as having a fully-equipped fire truck in its fire station - which is NOT accurate, but they will not change that rating until their next scheduled review which is currently on the schedule for 18-24 months.

Residents who are within 5 miles of a fire station which has a fully-equipped fire truck would qualify for a significant reduction (lower fire rating) for insurance purposes.

You also stated that ISO is aware that Hayes Township does not have a fully-equipped fire truck in Hayes Township and will be undertaking a review of the fire station and fire truck at their next scheduled review in the next 18-24 months in setting rates for insurance in Hayes Township.

Therefore, you stated a decision should be made, within the year, as to what Hayes Township wants to do with their fire truck.

You advised that Charlevoix Township does not want to add our fire truck (pumper) to its fleet of trucks due to its age and its "unknown" road-worthiness. You advised that most fire trucks are determined to be "out-dated" when they are 17 years old. Our fire truck is considered to be 26-28 years old, although when tested

this past June, the pumping apparatus on the truck was very good and its performance as a "pumper" was very good.

The mechanical portion of the fire truck, as far as engine, drive train, transmission, suspension, etc was your concern.

You stated that if the Township insisted that it wanted to add their fire truck to the Charlevoix Township fire dept, then Charlevoix Township would add as much of their equipment as they have to the fire truck and Hayes Township would be required to pay for the final upgrades to the fire truck to make it road-worthy and fully-equipped - you believed that the cost may be \$5000.00-7000.00 to bring the fire truck up to "current standards". In addition, Hayes Township would be responsible to insure that truck as an active fire truck (not just in storage) and would be responsible for its maintenance. If something mechanical occurred, then Hayes Township would either fix it (if minor) or scrap the truck (if repair cost more \$5000.00) which would require Charlevoix Twp to remove the equipment which they installed on the truck - to recoup their equipment. Hayes Township would then decide what to do with the truck.

The other alternative is that Hayes Township would sell the truck within the year and Charlevoix Twp would put one of their trucks in the bay in Hayes Twp and would probably charge Hayes Township an additional \$5000-7000.00 per year for their cost to do so. This cost would be as a direct benefit to Hayes Township which should not be borne by the other twps who are a part of the fire department.

You also indicated that this scenario [or the Hayes Twp Fire truck being fully-equipped and operational, insured and maintained] would insure the highest ISO rating being available to Hayes Township residents.

Therefore, it is my understanding we can either have you fully equip our fire truck with the added expense of \$5-7000.00 for current upgrades, pay for insurance as an "active" fire truck and be responsible for its ongoing maintenance going forward OR

We sell the fire truck and pay \$5000.00-7000.00 additionally per year for Charlevoix Twp to put one of their trucks in Hayes Twp fire station, within the next 12-18 months.

Please advise whether my summary is accurate or it needs to be changed or clarified --

Thank you, Dan, for the extra time which you have spent on behalf of Hayes Township.

Bill Conklin, Supervisor
231-373-0059



Zoning Administrator Report

November 2025

Zoning Administrator work in progress report for the month of October includes the following:

- Variance application for 6995 Birdland Drive approved at ZBA meeting on July 23rd 2025 at 7:00 pm. Waiting for applicant to submit Site Plan for the Shoreland Protection strip from the Stream and Lake Charlevoix.
- Communicating with landowner regarding violation for a non permitted patio on Oyster Bay Drive. Sent Zoning permit application and section 3.14 of the Hayes Township Zoning Ordinance to landowner.
- Received rezone request application for 7977 Pincherry Rd. Planning Commission approved the request at their meeting on September 16th 2025. Rezone has been reviewed Charlevoix County Planning Commission. Hayes Township Board of Trustees will be reviewing Rezone Request at their November 10th 2025 Meeting.
- Received Zoning permit application for New Single Family Dwelling on Spring Street, Shoreline Protection Committee will be scheduling a site visit.
- Received Variance request application for 7125 Nine Mile Point Dr. Zoning Board of Appeals will be reviewing variance request on November 19th 2025. Landowner submitted shoreline restoration plan.
- Variance request application for 7720 Indian Trails Dr, ZBA approved Variance request at the October 8th 2025 meeting. Waiting for Shoreline plan from applicant.
- Received and reviewing zoning permit application for a demo and rebuild of an attached garage on Birdland Drive.
- Received Parcel Division application for a parcel on Woods Road. Waiting for additional information form applicant.
- Zoning permit application for a Demo and rebuild of existing home on Quarterline road. Shoreline Review Committee conducted inspection and advised applicant to work with Tip of the Mitt to create shoreland restoration plan. Awaiting Shoreline plan from applicant.



- Inspected and trying to contact landowner, last communication with landowner stated he was not well on Villa Road for Violation of Nuisance Ordinance and a non-compliance complaint. Sheriff department checking for occupancy.
- Spoke with landowner with storage units on US 31 East of Burgess, to relocate their signs.
- Continuing to see progress from DeWitt Marine after Planning Commission moved to change to provisions of their special use permit. DeWitt Marine has removed boats and boat pads.
- Application for a new single family dwelling unit on Murray Road. Waiting for additional information from landowner.
- Spoke with Holtec Representative, sign permitted to Holtec on 4/23/2025 was placed incorrectly, they will be correcting the placement.
- Met with Landowner regarding complaint of a Shoreline violation on Peaceful Valley Road, they will be submitting a Shoreline Restoration plan.
- Continuing to see progress from landowner on Maple Grove Road for a Nuisance Ordinance complaint, Charlevoix County Fire Department Chief is monitoring parcel for fire hazards. EGLE confirmed that the property owner complied with requirements, contaminated soils were removed from the site.
- Received and reviewing Zoning permit application for a new single family residence on Deer path Drive. Stop Work Order has been issued on this project, until shoreline protection strip is restored.
- Received and reviewing zoning permit application for an addition to an existing single family residence on Birdland Drive. Application includes a shoreline restoration plan.
- Sent Violation notice letter to landowner on US 31 across from the Country Club for the incorrect placement of a sign.
- Spoke with landowner on Nine Mile Point regarding trash issues on their property.
- Received zoning permit application for a detached garage on Shirgley Road. Shoreline Protection Strip Committee conducted site visit.

Division	10/24/25	15-007-004-004-00	9284 Woods Rd	FLA Trust	R-1
Transfer/Combination/Reconfiguration	10/27/25	15-007-121-001-30,40,45,35	8625,8741 and 8843 Burgess Rd	Great lake Basin LLC	AG

25-10-01	10/27/25 007-001-001-00	6121 Boyne City Road	Bruce Anderson	New 583.3 SQ Ft Ground Mount Solar Array with 21 X 545 PV Modules on adjustable Tilt Racking with 7 X 18 Pier Style Footings. Solar to be Interconnected with meter on house.	
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1. The Township's request for 75% reimbursement from FEMA (ice-storm clean-up) has been sent to the MSP-Emergency Management & Homeland Security Division for final review, approval and disbursement through EM Grants and Sigma 4.
2. I have reviewed the Agreements at the south road-end of Maple Grove Road aka Farmer's Beach and believe that the Board should continue those agreements, as they do not restrict access to Lake Charlevoix. However, the Township should clean-up, upgrade and maintain the road-end to allow a clearly accessible area which welcomes Township residents to access the Lake, while conforming to our Road-End Ordinance. I suggest that the Board approve Landscaping bids to remove the bushes, small trees and dense brush within the confines of the Township property, before the ice-fishing season. This access by senior ice fishermen will be a welcome alternative to walking down the hill at Camp Sea-Gull. **See Pictures attached.**
3. I reviewed the Drainage Work at Camp Sea-Gull over the weekend. The concrete work by Spierling Trucking and Excavating was completed with careful attention to detail. However, the stormwater drain grate in the SW corner of the handicap parking area appeared to be less than ideal. For some reason, the curb along the West edge of the parking area was sloped much too severely at the drain. I called Wayne Seger (Performance Engr) and we met on location. He agreed that some alteration should take place so no rainwater would escape the drain grate, preferably by way of a higher curb on the west side of the drain. He will be discussing a remedy with Spierling. **See Pictures attached.**

With a laser level, Wayne Seger and I verified the concrete work, according to ADA specifications and the blueprint. Spierling achieved the ADA "slope" specifications for parking and complied with the access criteria to the sidewalk from the parking area. They installed the sidewalk sections with the proper pitch, slant and slope, according to the specifications.

Spierling has installed most of the buried culvert; however, the buried electrical casing on the east end of the work project was angled which will require some culvert modifications. I will render an update on Nov 10.

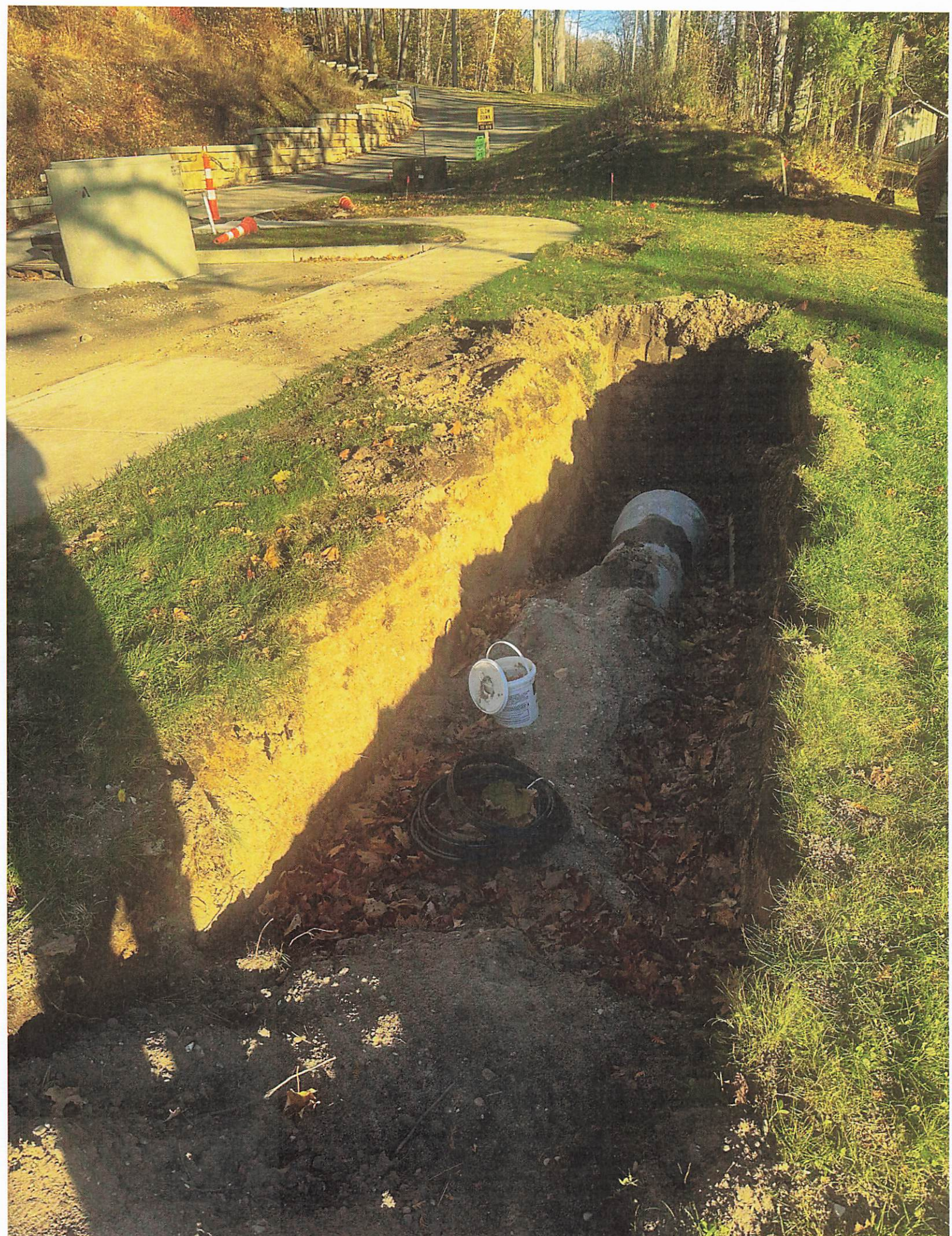
4. Pat Weeks, manager of the Charlevoix County Road Commission and I will be meeting next week to discuss No Parking signs on Eastern Avenue, the road-end agreements on Maple Grove with our Road-End Ordinance, and the likelihood of a four-way stop sign on Maple Grove at Upper Bayshore or some viable alternative. If traffic control applications need to be submitted, with coordination with the Sheriff Department and the State of Michigan, then we will undertake such.











Bill Conklin <supervisorhayestownshipmi@gmail.com>
To: "Wemple, Curt (DNR)" <WempleC1@michigan.gov>

Tue, Nov 4, 2025 at 7:27 PM

Thank you Curt, for your assistance.

Bill Conklin

[Quoted text hidden]

WATERWAYS GRANT AGREEMENT

Boating Access Site Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of JUNE 21, 2016, between the Township of Hayes, CHARLEVOIX COUNTY, MICHIGAN (the "Township") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Township is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the Township has asked that the Department assist the Township in the construction of phase I boat launch improvements at Hayes Township Camp Sea-Gull boating access site (the facilities);

WHEREAS, the Department is willing to assist the Township to construct the facilities, which are estimated to cost Nine Hundred Sixty-six Thousand Eight Hundred dollars (\$966,800.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Four Hundred Eighty-three Thousand Four Hundred dollars (\$483,400.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the Township a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Four Hundred Eighty-three Thousand Four Hundred dollars (\$483,400.00). The words "plans and specifications" shall mean the plans and specifications developed for the Township for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the Township of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures

acceptable to the Department and Township, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Township or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the Township.

(d) provide for the routine inspection of the facilities, including all equipment and buildings.

2. The Township shall:

(a) immediately appropriate the sum of Four Hundred Eighty-three Thousand Four Hundred dollars (\$483,400.00) for the project, which represents 50% of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Township.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Chief of the Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The Township shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The Township shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil

boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department shall have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The Township shall submit a written report to the Department annually in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the Township has failed to correct any safety issues, the Department will have the necessary work completed and the Township shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the Township and any principal, agent, contractor, and subcontractor of the Township:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the Township shall:

(a) establish or assign a competent and proper agency of the Township to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the Township shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The Township shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the Township for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The Township shall request, no more than once annually, approval to vary from fee rates set by the Michigan State Waterways Commission.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the Township.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the Township due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the Township and the Department. The size, color, and design of these signs shall be approved by the Department before being constructed.

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

4. Facility improvements are held in perpetuity. Perpetuity is defined as life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The Township may request release from grant obligations after 20 years from date of last executed grant agreement.

5. The Township shall comply with all State and Federal statutes applicable to the facilities.

6. The Township must submit all reports, documents, or actions required by this Agreement to the Chief of the Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The Township must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the Township for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the Township and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the Township shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her

hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Township agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The Township represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the Township without the Department's prior written approval.

13. Any failure by the Township to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Further, a material breach of this Agreement by the Township shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over Township property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the Township, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Township shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No

value shall be assigned to the right of access to the facilities over Township property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Township shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the Township a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue in perpetuity.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

TOWNSHIP OF HAYES

W. Robbin Kraft
Mark Ch

By: Ethel Knepp

Title: SUPERVISOR

Paul H. Peterson
W. Robbin Kraft

MICHIGAN DEPARTMENT OF
NATURAL RESOURCES

By: Ronald A. Olson

Ronald A. Olson, Chief
Parks and Recreation Division

**HAYES TOWNSHIP
DNR WATERWAYS RESOLUTION**

Upon motion made by Paul Hoadley, seconded by Marlene Golovich the following Resolution was adopted:

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

1. To appropriate the sum of Four Hundred Eighty-three Thousand Four Hundred dollars (\$483,400.00) to match the Four Hundred Eighty-three Thousand Four Hundred dollars (\$483,400.00) State grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.
3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.
4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.
5. To establish and appoint the Hayes Township Board of Trustees to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.
6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Township pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.
7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

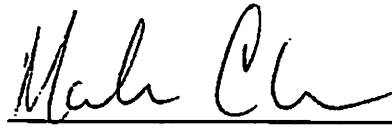
The following aye votes were recorded: Jim Rudolph, Paul Hoadley, Ethel Knepp, Robbin Kraft, Marlene Golovich

The following nay votes were recorded:

STATE OF MICHIGAN)
)
COUNTY OF CHARLEVOIX)

I, Marlene Golovich, Clerk of the Township of Hayes, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Township Board at a meeting held June 13, 2016.

Dated: 6/13/16



Township Clerk



Bill Conklin <supervisorhayestownshipmi@gmail.com>

FW: Customer Call Regarding BAS at Camp Seagull

3 messages

Wemple, Curt (DNR) <WempleC1@michigan.gov>

Mon, Nov 3, 2025 at 3:47 PM

To: "Fleming, Jason (DNR)" <FlemingJ@michigan.gov>

Cc: "supervisor@hayestownshipmi.gov" <supervisor@hayestownshipmi.gov>

Jason,

I received a message from Cheryl Lee asking me to contact William Conklin from Charlevoix County, Hayes Township. I talked with Mr. Conklin and they are questioning whether they are required by the grant agreement to plow the Boating Access Site at Camp Sea-Gull during the winter to provide access. They maintain a large parking area at the top of the hill for vehicles with and without trailers to park. This allows people to walk down or drive ATV/Snowmobiles down the slope to get access to the ice.

If not, they are looking for a written letter stating that they are not required. It was explained to me that it is a steep launch and the potential for a vehicle sliding off the side is there causing a possible liability issue.

I copied Mr. Conklin on this email and provided a copy of the latest agreement. I was not sure if it is required but I indicated to Mr. Conklin that it probably isn't required by the agreement. But I wanted to make sure I was correct with my statement.

Thanks,

Curt Wemple

Waterways Grant Coordinator

MIDNR Parks and Recreation Division

Cadillac Customer Service Center

8015 Mackinaw Trail

Cadillac, 49601

WempleC1@michigan.gov

(231)577-8973 cell

(231)444-8029 office

I am working remote. I am in the office only on Wednesday, so please communicate with me by email or cell. Thank you.

From: Lee, Cheryl (DNR) <LeeC1@michigan.gov>

Sent: Monday, November 3, 2025 10:23 AM

To: Byelich, Jordan (DNR) <BYELICHJ@michigan.gov>; Wemple, Curt (DNR) <WempleC1@michigan.gov>

Subject: Customer Call Regarding BAS at Camp Seagull

Could one of you contact William Conklin, Supervisor of Hayes Twp. at 231-373-0059? He would like to speak to someone about the boat launch at Camp Seagull in Charlevoix County.

Cheri



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Wemple, Curt (DNR) <WempleC1@michigan.gov>

Tue, Nov 4, 2025 at 3:52 PM

To: "supervisorhayestownshipmi@gmail.com" <supervisorhayestownshipmi@gmail.com>

Try this again

From: Wemple, Curt (DNR)

Sent: Tuesday, November 4, 2025 3:51 PM

To: 'supervisorhayestownbshipmi@gmail.com' <supervisorhayestownbshipmi@gmail.com>; Fleming, Jason (DNR) <FlemingJ@michigan.gov>

Subject: FW: Customer Call Regarding BAS at Camp Seagull

The first email didn't get sent to the supervisor.

[Quoted text hidden]



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