

Elberta Dunes South Natural Area

Background:

At the May Regular Council Meeting, the Council voted to assign the management of the Elberta Dunes South Natural Area from the Village Council to the Elberta Parks and Recreation Commission.

Since then, the Parks and Recreation Commission has met with the Grand Traverse Regional Land Conservancy (GTRLC) regarding plans for the Natural Area and to learn more about the Endowment held by the Grand Traverse Community Foundation (GTRCF). A couple weeks ago, Cathy Anderson went to Traverse City to meet with leaders of the GTRLC and GTRCF to better understand how the Parks and Recreation Commission should work with them.

The results of that meeting included the need to identify an Authorized Contact from the Village with the GTRCF for purposes of correspondence and requesting disbursements. The current Authorized Contact is Reggie Manville. At the August 14, 2014 Parks and Recreation Commission Meeting, the commission voted to name Cathy Anderson, the Commission Treasurer, as the Authorized Contact.

There exists a Management Agreement between the GTRLC and the Village of Elberta regarding management of the Elberta Dunes South Natural Area and use of money being held by the GTRLC for further development of the Natural Area. This agreement needs to be updated to reflect the assignment of management by the Village Council to the Parks and Recreation Commission and to extend the time available to make use of the money held by the GTRLC. Chris Sullivan, of the GTRLC, has provided the proposed changes.

Please note that both the endowment held by the GTRCF and the development money held by the GTRLC are results of fundraising performed by the GTRLC and are for the use by the Village of Elberta for the Elberta Dunes South Natural Area only.

Two items are put before the Village Council for vote:

Item 1:

The Parks and Recreation Commission respectfully requests the Village Council to confirm that Cathy Anderson should be the Authorized Contact from the Village of Elberta for the Grand Traverse Regional Community Foundation.

Item 2:

The Parks and Recreation Commission has reviewed the proposed changes to the Management Agreement between the Grand Traverse Regional Land Conservancy and the Village of Elberta dated 8/14/14 and recommends that the Village Council approve those changes.

**MANAGEMENT AGREEMENT BETWEEN
THE GRAND TRAVERSE REGIONAL LAND CONSERVANCY
AND THE VILLAGE OF ELBERTA FOR THE
LONG TERM STEWARDSHIP OF THE ELBERTA DUNES SOUTH NATURAL AREA**

Amended 8/14~~xx~~/2014

This Management Agreement (Agreement) is between the Grand Traverse Regional Land Conservancy, located at 3860 North Long Lake Road, Suite D, Traverse City, MI 49684 (“Conservancy”), and the Village of Elberta (“Village”), located at 151 Pearson St., Elberta, MI 49628. The Parties enter into this Agreement based on the following:

- A. The Parties worked collaboratively to secure funding for the Village to acquire the Elberta Dunes South Natural Area (“Property”) for nature preservation and public use.
- B. The Conservancy and the Village (referred collectively herein as the “Parties”) acknowledge that the Village, as the owner of the Property, has ultimate management responsibility for the perpetual stewardship of the Property. It is the goal of the Parties to build the capacity and experience of ~~the Village~~ the Village to successfully coordinate activities to maintain the conservation values of the Property, and to develop and maintain the Property to facilitate passive public recreation on the Property consistent with the Michigan Natural Resources Trust Fund Grant Agreement.
- ~~B.C.~~ The Village, at its discretion, may designate the Parks and Recreation Commission or other designated body of the Village Council to act on its behalf to fulfill its management obligations for the Elberta Dunes South Natural Area.
- ~~C.D.~~ The Conservancy owns and manages over 30 preserves and natural areas, employing a professional land stewardship staff that manages these protected lands and supervises a large corps of volunteers who help to maintain these properties.
- ~~D.E.~~ The Conservancy raised all of the funds to match the MNRTF grant and to create the Stewardship Fund for the Property. The Conservancy has an obligation to the project donors that the Property will be properly managed and will remain open to the public. The Conservancy’s professional reputation and our continued ability to work on future projects in Benzie and Manistee Counties would be adversely impacted by poor management of the Property.
- ~~E.F.~~ The purpose of this Agreement is for the Parties to establish their respective obligations to achieve the common goal of the permanent protection and responsible management of the Property under the ownership of the Village. All terms of this Agreement shall supercede and/or replace any terms of the Memorandum of Understanding (MOU) dated 3/20/2008 between the Parties and the Purchase Agreement dated 7/7/11, also between the Parties, where terms or obligations of the Agreement and MOU and/or Purchase Agreement differ.
- ~~F.G.~~ This Agreement may be amended or replaced upon mutual agreement of the Parties.

Therefore, the Parties outline the following tasks and actions to be taken in order to achieve their mutual stewardship goals for the Property:

1. STEWARDSHIP FUND

- a. Upon the Village’s purchase of the Property, the Conservancy began the process to establish a permanent endowment (“Stewardship Fund”) with the Grand Traverse Regional Community Foundation (GTRCF) with an initial investment of \$25,000. Upon execution of this Agreement the Conservancy will invest an additional \$75,000 into the Stewardship Fund.
- b. The remaining \$50,000 raised by the Conservancy for the Stewardship Fund (per the MOU) will be held by the Conservancy for implementation of immediate tasks identified in the Management Plan (see below), or as required by the MNRTF per paragraph 2.C. herein. These funds may be used as match for public or private grants secured for the improvement/maintenance of the Property, so long as said activities are consistent with the Management Plan. Any portion of this money not expended on implementation of the Management Plan within 3 years of the date of this Agreement by December 31, 2016 will be added to the Stewardship Fund.

2. MANAGEMENT PLAN

- a. Management of the Property shall be done in accordance with a property management plan (Management Plan) which shall be updated at least every ten years. The Village will develop annual work plans to implement the goals/tasks of the Management Plan and to request funding from the Stewardship Fund. The Conservancy shall have the right to participate in future updates to the original Management Plan.
- b. The Conservancy, as part of the project fundraising, has secured and ear-marked money to pay for the creation of the Management Plan. The parties, as co-clients, shall hire a competent entity to facilitate the planning process and to draft the Management Plan with input from the Village, the Conservancy, and the public.
- c. Because the MNRTF requires certain actions to be taken on the Property within 90 days, the Parties agree to begin the Management Planning process as soon as possible after executing this Management Agreement.

3. PROPERTY MANAGEMENT

- a. Management of the Property shall be done in accordance with the completed Management Plan. Actions to satisfy the requirements of the MNRTF Grant Agreement may be taken without a completed Management Plan if there is a reasonable expectation that the Management Plan will not be completed in time to satisfy MNRTF requirements.
- b. The Conservancy will ~~convene a joint meeting and conduct~~ annual monitoring visits of the Property ~~in conjunction with the Elberta Parks and Recreation Commission. The, and and the goal of said meeting will be to review provide guidance on inform the~~ yearly work plans, and other management issues or strategies ~~and to receive inform~~ the annual request to the Stewardship Fund, as well as ensure compliance with the MNRTF Grant Agreement. Results of these ~~meeting/~~ monitoring activities may be shared with project donors, volunteers, the MNRTF, or other interested parties.
- c. The Conservancy may conduct management activities on the Property that are consistent with the Management Plan or consistent with generally-accepted natural area management goals. Such activities include, but are not limited to invasive species treatment and removal, dune stabilization, protection of rare species, and trail repair/maintenance. The Conservancy may undertake these actions at its own expense, or request from the Village any unexpended funds from the Stewardship Fund for activities identified in the Management Plan that the Village is unable or unwilling to undertake.
- d. In the event the Conservancy ceases to exist, the Heart of the Lakes Center for Land Conservation shall have the power to assign a successor organization to fulfill the Conservancy's obligations under this agreement.

The parties have executed this Agreement on the date indicated below:

Grand Traverse Regional Land Conservancy:

Glen A. Chown, Executive Director

Date

Village of Elberta:

~~Reginald Manville~~ Robin Rommell, President Pro-
Tem Acting Village President

Date