

Melrose Township Board of Trustees Minutes

Special Meeting

June 18, 2015 7:00pm

Call to order: 7:03pm V. Goodwin

Present: P. Cotanche, S. Burr, L. Stephens, V. Goodwin, R. Hissong Berry

Motion to approve the agenda as presented.

Motion: L. Stephens 2<sup>nd</sup> P. Cotanche approved 5/0

Old Business:

- Review of Annual Road End Dock Agreement with construction details  
Board received the suggested dock specifications.  
Add – location of the dock site will be confirmed by the Township.  
Item #5 delete detailed plan sentence- add “For site specific requirements see attachment B”  
Add – specs under #5  
One name and contact information for the representative regarding the dock will be adequate.  
4<sup>th</sup> Street representatives were present and in agreement with details.

Motion to approve the Annual Road End Dock Agreement with the revision made to item #5.

Motion: L. Stephens, 2<sup>nd</sup> S. Burr 5/0

Motion to approve the application from J. R. Williams to place a dock at the Fourth Street Road End.

Motion: V. Goodwin 2<sup>nd</sup> P. Cotanche Approved 5/0

Step location to be confirmed. Handrail will need to be removable.

Public Comments: called for- Thank you from 4<sup>th</sup> Street representatives.

Adjournment: 7:44 pm

June 2014

**ANNUAL ROAD END DOCK  
AGREEMENT**

THIS AGREEMENT is effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between Melrose Township, a Michigan general law township, whose address is 4289 M-75  
North, P.O. Box 189, Walloon Lake, Michigan 49796 (the "Township") and  
\_\_\_\_\_, whose address is (Applicant)  
\_\_\_\_\_.

Space for additional applicants:

Recitals

- A. The Township has enacted the Melrose Township Lake Access and Mooring Ordinance.
- B. The Lake Access and Mooring Ordinance provides for, either directly or through a written agreement, the construction, placement and maintenance of a nonexclusive dock on a road ending to aid the general public in gaining access to the lake or river.
- C. Applicant seeks to obtain authority from the Township to construct, place, and maintain a dock on the designated road ending for use by the general public under the terms and conditions of the ordinance.
- D. The parties, therefore, desire to enter into the following agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. Authorization to Place Dock. The Township hereby authorizes Applicant to construct, place, and maintain a dock on \_\_\_\_\_, a public road ending within Melrose Township for use by the general public under the terms and conditions of the Melrose Township Lake Access and Mooring Ordinance. The Applicant shall construct, place and maintain the dock authorized herein pursuant to written specifications issued from time to time by the Township.
- 2. Township Property. The dock conveyed herein or authorized by this Agreement shall at all times be the property of the Township and subject to the control of the Melrose Township Board. Applicant shall construct, place, and maintain the dock and shall remove and store the dock as directed by the Melrose Township Board in writing.
- 3. Agent and Volunteer of the Township. The parties hereby acknowledge and agree that Applicant is performing the services contemplated in this Agreement as an agent and

volunteer of the Township. As a result, Applicant shall be entitled to the protection of governmental immunity afforded volunteers of the Township to the fullest extent of the law.

4. Indemnification. Each party to the fullest extent allowed by law shall indemnify and hold harmless the other party, its officials, officers, board members, successors, assigns, agents, servants, employees, and insurance companies from any damages, legal fees or expenses, awards, demands, rights, causes of action, including but not limited to, causes of action for contribution, indemnification, or recovery of any liens of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of the negligence acts or omissions of that party, its officials, officers, board members, successors, assigns, agents, servants, and employees under this Agreement. This provision shall apply to any and all claims by either party, its officials, officers, board members, agents, servants, employees, successors or assigns or to any and all claims by any third party.
5. Dock Specifications. Dock specifications and regulations shall be established by Melrose Township recognizing the unique characteristics of the site and shall become part of this agreement. **See attachment A**
6. Sign. Applicant shall create and affix to the dock authorized by this Agreement two signs advising of the public nature of the dock under the terms and conditions of the Melrose Township Lake Access and Mooring Ordinance. Signs shall **be at least 8 1/2" X 11" in size and weather durable** and shall be placed at both ends of the dock. **See attachment B for language and layout.**
7. No Assignment. Because of the personal nature of the services to be provided under this Agreement, Applicant may not assign this Agreement to any other person or entity.
8. This agreement shall expire annually when the dock is removed from the site for the season.
9. Termination. Either party may terminate this Agreement by giving to the other party seven (7) days written notice of the intent to terminate this Agreement. If this Agreement is terminated as provided herein, the parties hereby acknowledge and agree that ownership of the dock authorized by this Agreement shall revert to the Applicant and Applicant shall be responsible for removing the dock from the road ending.
10. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified and sent by first class mail or personal delivery to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
11. Governing Law. The parties agree that the validity, construction, enforcement and

Interpretation of this Agreement shall be governed by the laws of the State of Michigan.

- 12. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
- 13. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
- 14. Authority to Execute Agreement. By signing this Agreement, the officials/individuals warrant to the other party that they have the authority to execute this Agreement and to legally bind the Township and Applicant to the terms and conditions of this Agreement.
- 15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

MELROSE TOWNSHIP,  
a Michigan general law township

APPLICANT

By: \_\_\_\_\_

\_\_\_\_\_

Its: Supervisor

Dated: \_\_\_\_\_

## Attachment A

### Dock Construction Details:

All Materials shall be treated lumber.

The dock shall be straight out only, no slips, no sun decks.

The dock will be made only in eight foot sections and only of sufficient length to achieve the maximum specified depth of Forty inches(40").

The dock sections shall be four feet (4') wide by eight feet (8') long. Each section shall consist of three(3) two by six stringers ( one on each edge and one in the center) and five quarter (5/4) by six (6) inch deck boards.

Starting section and the last section shall have on end closed off. Intermediate sections shall have both ends open.

Actual dock width shall be forty seven and three quarters (47 ¾") inches wide and the center stringer shall be Ninety five and three quarters (95 ¾") inches long.

Each **H** or horse shall be constructed of two by six (2X6) and one by six(1X6).

Each horse shall stick into the bottom of the lake eight inches and have thirty and one half (30 ½") inches above the bottom of the dock section. Each horse shall have two (2) fifty one inch pieces screwed on the vertical, one on each side of the horse leg. There shall be a one by six diagonal on each side of the horse in the opposite directions starting just below the vertical two by six (2X6) to eight (8) inches above the bottom of the opposite leg. Each section of dock shall be centered on the horse, except the last dock section shall have the last horse placed flush with the closed end.

Each section of dock shall be bolted to the horse with three eights by 4 inch (3/8 X4") bolts and nuts with three eights (3/8") washers on both ends. There will be a total of four (4) bolts per section, except for the starting section which shall have only two (2).

Deck Boards may be nailed on with galvanized ten penny nails, two per end, except where required to be removed to facilitate bolting dock section to the horse that board shall be screwed on with a treated three (3") inch deck screw. The horses shall have the vertical fifty one inch (51") pieces screwed on with three (3) three inch (3") screws in each end. The one by six diagonals may be nailed on with three (3) ten penny galvanized nails in each end.

### Proposed Dock Sign

MELROSE TOWNSHIP  
PUBLIC DOCK  
Use of this dock is governed by  
Melrose Township Ordinance  
No. 3 of 2010