

# Parks Commission

## Regular Meeting Agenda

Tuesday, August 11, 2015  
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes for the Record – June 9, 2015
5. Public Comments and Inquiries Concerning Items not on the Agenda

### REPORTS

6. Accessible Kayak Launch at Black River Park
7. Fishing Platform at Black River Park

### NEW BUSINESS

8. Commission will be requested to review a request for donation of a swing bench at Stanley Johnston Park.
9. Commission will be requested to review the proposed Water Street Streetscape Improvements Plan and Hillside Maintenance Plan.
10. Commission will be requested to review and approve four Memorial Bench Donations.

**11. Commissioner Comments**

**12. Adjourn**

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Larry Halberstadt". The signature is written in a cursive, flowing style.

Larry Halberstadt, PE  
City Engineer

South Haven City Hall is Barrier-free and the City of South Haven will provide the necessary reasonable auxiliary aids and services for persons with disabilities, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting upon seven (7) days notice to the South Haven City Clerk. Individuals with disabilities requiring services should contact the City Clerk by writing or calling South Haven City Hall at (269) 637-0700.

# Parks Commission

## Regular Meeting Minutes

Tuesday, June 9, 2015  
6:00 p.m., Council Chambers



### 1. Call to Order by Co-Chair Toneman at 6:00 p.m.

### 2. Roll Call

Present: Cobbs, Moore, White, Toneman  
Absent: Fitzgibbon, McAlear, Reinert

### 3. Approval of Agenda

Motion by White, second by Moore to approve the June 9, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

### 4. Approval of Minutes for the Record – May 12, 2015

Motion by White, second by Cobbs to approve the May 12, 2015 regular meeting minutes as written.

All in favor. Motion carried.

### 5. Public Comments and Inquiries Concerning Items not on the Agenda

There were none.

### NEW BUSINESS

### 6. Commission will be requested to review and approve the Conceptual Master Plan for the expansion of Black River Park onto the parcel formerly occupied by the Street and Water Departments at 665 Dunkley Ave.

Halberstadt reviewed the background on this item, noting that he included in the packet an excerpt from the September 9, 2014 minutes and a copy of the Black River Park Master Plan that Cornelisse developed. The commission's primary discussion when first presented was regarding the unmown grass areas and whether or not that would be a good idea. Some discussion ensued at the September 2014 meeting regarding including Celery Pond

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Advocates. Halberstadt noted that staff did meet with the celery pond group; there was no formal commitment but Halberstadt feels the group is interested in partnering with the city on this. Pointed out the parking lot and fishing pier noting that the city has received a grant to develop that part. Halberstadt stated he is hoping to approve this plan by the Parks Commission so as we further develop this area we are moving in the direction you want to see it going.

Moore wondered if the presented plan is set in stone. Halberstadt responded that this is a large area that the city street garage used to occupy and noted that the city has struggled over the years with what to do with this area. Staff requested Requests for Proposals (RFPs) from outside firms but did not receive anything solid. The city has come to the point of just leaving everything as open area; what we put in this open space is still up for discussion. Moore said that his observation is that most people that use this area are fisherman. Halberstadt agreed that the area does not get a lot of use right now because it is not in very nice condition.

Toneman questioned the size of the fishing pier, noting that he recalled seeing a plan at one point that had a much longer fishing pier. Moore asked if there are plans for benches along the river. Halberstadt responded that those options are open, adding, "If you think certain amenities should be there we want to get that feedback from you."

Moore questioned how this area connects with the bike trail which Halberstadt noted that the bike trail runs along the roadway and the paved trail connects to that bike trail. "Then in the upper left (of the map provided in the packet) there is a bridge; staff is working on building a pedestrian bridge that would connect to the rest of Black River Park. This will also provide a connection to get people over to the restrooms."

Regarding the size of the fishing pier, Halberstadt explained that there is another plan that was developed for the purpose of a grant. That plan shows the dock running all along the shoreline. Halberstadt stated that he and another staff person have been working on the project which may have caused some confusion on the size of the dock and overall plan.

Discussion ensued regarding Moore's recollection of the Celery Pond Advocates having input into some of the planning for this area.

Toneman commented that it is a waste to put twenty parking spots in an area where it appears there is a place for three people to fish. Halberstadt agreed that he thinks he needs to take this plan back to Cornelisse, along with the grant plan and see if the two plans can be combined into a final concept.

Toneman wants to look at the size of the fishing pier while Moore would like to see additional benches placed along the river. The consensus from the commission is to look at the area again after the two plans are combined.

Halberstadt pulled up a web site and said, "This is the image that was used to apply for the grant and the fishing pier goes pretty much all the way across."

The commission agreed that the fishing pier on the grant plan makes more sense with the size of the parking lot and would like to see more detail at the next meeting.

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**7. Commission will be requested to review the erection of number signs on the beach safety flag poles.**

Halberstadt stated the addition of number signs on the beach safety flag poles is a request which came from emergency dispatchers. On the south and north beach when they get an emergency call they are having a hard time locating where exactly on the beach the emergency is. These numbers could be used by dispatchers to direct emergency responders. Someone calling 911 could be asked to look for the beach safety flag pole closest to the incident being reported and tell the dispatcher the number on the pole.

Moore asked how many flag poles there are and Halberstadt responded there are (fourteen) 14 to sixteen (16) flag poles in place on the south and north beaches. Moore also pointed out that the numbering system could help families or groups determine a place to meet.

Toneman asked for clarification that these signs are being request for the purpose of identifying where an emergency is occurring.

Halberstadt pointed out that, as Moore suggested, the idea is to make the signs visible but unobtrusive.

Toneman reiterated that the idea is when the dispatcher tells a caller there are signs with numbers then the caller can say something like the emergency is taking place by marker twelve (12); also people can use them while at the beach as a point of reference.

Moore suggested there might be state regulations to consider. White and Cobbs agree with Toneman and Moore that it would be good as long as the signs are beach and family friendly.

Halberstadt said we may get a couple of samples and put them out on the poles and see what is visible. Moore commented that a couple of considerations will be how to attach them to the poles and expense. Halberstadt gave an example of the cost of some street signs he recently ordered, which he felt were very reasonable.

Toneman stated the board is in favor of staff getting some samples and taking a look, making sure the safety people are happy with the proposed signage.

**8. Commission will be requested to review and approve the Memorial Bench Master Plan for Monroe Boulevard, South of Clinton Street and for Riverfront Park.**

Halberstadt said at the last meeting we discussed putting together a master plan for benches, so the city mapping technician, who has also been acting as the memorial bench coordinator, has created some maps for the commissioners to review. Halberstadt noted on page twenty-six (26), that property is some the city has been trying to acquire and it cannot be included until we actually own that property. Halberstadt also pointed out the areas on page twenty-seven (27) and twenty-eight (28) indicating bench locations along Monroe Boulevard and Riverfront Park.

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Moore asked what happens when these spaces are used up. Halberstadt feels that staff could direct them to a different location.

Moore asked if there is a time frame; are these benches here for one hundred (100) years or a limited time. Discussion ensued regarding other locations, such as parks, needing benches.

Halberstadt said the gift policy states that donors are supposed to maintain their gift or provide funding for maintenance, however Halberstadt is not sure that this is being enforced.

Moore and Toneman expressed concern regarding the ultimate dispensation of the benches once they need to be replaced or need major repair, noting that having an open-ended policy could cause a problem in the future when there are no more locations.

On behalf of the commission, Toneman requested a follow up next month.

#### **9. Commission will be requested to review the donation of a Memorial Bench from Jinny Mocerri.**

Halberstadt noted this is the second bench for the same person. Cobbs asked how many benches can be donated for the same person. Halberstadt stated there are no limits or rules at this point. Moore pointed out that there may need to be limitations. Discussion ensued regarding the idea of putting two plaques on one bench for the same person.

Toneman related a story regarding additional plaques on a gravestone he observed. There was a headstone but there were also smaller plaques embedded in the ground to commemorate achievements or awards of the deceased.

Discussion ensued after Moore noted the overlook across from St. Basil's and some recent concerns. Halberstadt stated that the garden was donated by Joyce Thompson, in memory of her daughter, and that Thompson has maintained it.

It was moved and seconded that this request not be accepted, due to this being a second bench for the same person, which could set a precedent.

All in favor. Motion carried.

#### **10. Commissioner Comments**

Moore: questions about pickle ball request and status of the cemetery master plan.  
 Halberstadt said the cemetery plan was approved and design work has not been started but budget has been set aside for the upcoming fiscal year.

There were no other comments.

#### **11. Adjourn**

Motion by Moore, second by Cobbs to adjourn 6:47 p.m.

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RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary



City of South Haven

## Agenda Item #6

### Accessible Kayak Launch at Black River Park

#### Background Information

The City has been awarded \$50,000 through the Coastal Zone Management Grant Program for installation of a new accessible kayak launch at Black River Park. The total cost of the improvements is estimated to be \$100,000. The launch will be open to all users and will include a special roll off dock system that greatly improves access for the disabled. A video of the launch system can be viewed on YouTube: <https://www.youtube.com/watch?v=FBuSjX0vOac>.

At this point in time, Abonmarche has completed plans for the improvements and submitted for a permit with the Michigan Department of Environmental Quality. Upon receipt of the permit, the City will bid the project with the intent of completing the work this fall.

#### Recommendation

Review the Accessible Kayak Launch Plan

#### Attachments

Site Plan  
Project Schedule  
Coastal Zone Management Plan



**Paul Vandebosch**

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**From:** Tony McGhee <tmcghee@abonmarche.com>  
**Sent:** Wednesday, April 08, 2015 8:36 AM  
**To:** Paul Vandebosch  
**Subject:** Black River Park Projects

Paul,

Work is underway on the Black River Park projects with survey now completed and drafted. The information has now been given to engineering to beign preliminary design which we will review with you when completed. For planning purposes, below is the anticipated project schedule:

- 1) Field Investigation/Survey – April (Completed)
- 2) Conceptual Design (may want to check with Paul if this is the stage he would like to take this to Harbor Commission and factor in the time), April-May
- 3) Permitting – May-July
- 4) Final Design – June-July
- 5) Bidding Phase – July - August
- 6) Construction – August - October
- 7) Project and Grant Close-out - February

Please let me know if you have any questions.

Regards,



**Tony McGhee**  
Business Development Director

 **ABONMARCHE**

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**MICHIGAN COASTAL ZONE MANAGEMENT PROGRAM GRANT CONTRACT**  
 BETWEEN THE  
 MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
 AND **CITY OF SOUTH HAVEN**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality (DEQ), Office of the Great Lakes ("State"), and **City of South Haven** ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Coastal Zone Management Act of 1972, as amended, P.L. 109-58 (16 U.S.C. 1451-1465 "Federal Act"). Legislative appropriation of funds of grant assistance is set forth in Public Act number 252 of 2014. This Contract is subject to the terms and conditions specified herein.

Project Name: Black River Park Launch Accessibility Improvements Project #: 14-WTII-001  
 Amount of grant: \$50,000 % of grant state 0 / % of grant federal 100  
 Amount of match: \$50,000 PROJECT TOTAL: \$100,000 (grant plus match)  
 Start Date: April 1, 2015 End Date: December 31, 2015

**GRANTEE CONTACT:**  
**Brian Dissette, City Manager**

Name/Title

**City of South Haven**

Organization

**539 Phoenix Street**

Address

**South Haven, MI 49090**

Address

**269-637-0700**

Telephone number

Fax number

**bdissette@south-haven.com**

E-mail address

**38-6004594**

Federal ID number

**040280950 0000**

Grantee DUNS number

**STATE'S CONTACT:**

**Cheri Meyer, Environmental Analyst**

Name/Title

**DEQ – Office of the Great Lakes**

Division/Bureau/Office

**525 West Allegan, P.O. Box 30473**

Address

**Lansing, Michigan 48909-7973**

Address

**517-284-5013**

Telephone number

**517-335-4053**

Fax number

**MeyerC2@michigan.gov**

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

Signature

**Brian Dissette, City Manager**

Name/Title

Date

**FOR THE STATE:**

Signature

**Jon Allan, Director, Office of the Great Lakes**

Name/Title

Date

**I. PROJECT SCOPE**

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

**II. CONTRACT PERIOD**

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

**III. CHANGES**

Any changes to this Contract, other than budget line item revisions less than 10 percent of the budget line item, shall be requested by the Grantee in writing and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

**IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
April 1 – June 30, 2015	July 31, 2015
July 1 – September 30, 2015	*October 9, 2015
October 1 – December 31, 2015	January 31, 2016

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State, and also available on website at [www.michigan.gov/coastalmanagement](http://www.michigan.gov/coastalmanagement), shall be submitted to the State's contact at the address on page 1. The financial report shall specify total expenditures for the quarterly period and the cumulative totals to date. All required supporting documentation for grant and match expenses incurred must be included with the reports.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide two copies of all final products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Coastal Zone Management Program, DEQ, per the guidelines provided by the program.

**V. GRANTEE RESPONSIBILITIES**

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- (E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

**VI. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

**VII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

**VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

**IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, 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 Contract, 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 Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

**X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

**XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

**XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

**XIII. ANTI-LOBBYING**

If all or a portion of this Contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds, regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying, as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

**XIV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not, within a three-year period preceding this Contract, 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.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not, within a three-year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

**XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

**XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

**XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

**XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 25 percent of the grant award, or final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Contract, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Contract.

#### **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

#### **XX. CANCELLATION**

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

#### **XXI. TERMINATION**

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.

- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
  - b. Convicted of a criminal offense, including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - c. Convicted under State or federal antitrust statutes; or
  - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
  - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

#### **XXII. IRAN SANCTIONS ACT**

By signing this Contract the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

#### **XXIII. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

#### **XXIV. FEDERAL FUNDING REQUIREMENTS**

A maximum of 100 percent of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Coastal Zone Management Administration Awards and the CFDA number is 11.419. The federal grant number is NA14NOS4190120, and this grant is funded with Federal funds from the National Oceanic and Atmospheric Administration, United States Department of Commerce." By accepting this Contract, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Education at the following address:

Michigan Department of Education  
Office of Audits  
P.O. Box 30008  
Lansing, Michigan 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website ([http://www.michigan.gov/treasury/0,1607,7-121-1751\\_31038---,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html).)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding, as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(D) HISTORIC PRESERVATION

Any project directed toward historic preservation will include timely consultation with the State Historic Preservation Office (SHPO), Department of History, Arts and Libraries. Contracts will not be awarded before adequate consultation with this agency. No construction or repair work will be performed prior to obtaining clearance from SHPO concerning possible effects to archeological or historic resources.

For projects not primarily aimed at historic preservation, federal and state agencies, principally the State Historic Preservation Officer, may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the Project Manager, the Grantee for such a project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

(E) AVAILABILITY TO USERS

Projects developed for public use with assistance from this Contract shall be open to entry and use by all persons, regardless of race, color, religion, sex or national origin, who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems is prohibited, except to the extent that differences in admission or other fees may be maintained on the basis of residence where local contributions to the project make such differences reasonable.

(F) OBLIGATION OF GRANT FUNDS

Grant funds may not, without advance written approval of the Project Manager, be obligated prior to the effective date or subsequent to the end date of this Agreement. Obligations outstanding as of the end date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the Contract period, except that reasonable costs associated with the Agreement closeout, e.g., final reports, may be incurred within a short time after the end date.

(G) BONDS

Contractors/subcontractors performing construction work costing one thousand dollars or more shall furnish, in acceptable form, surety bonds in the amount of 100 percent of their respective contract sums under this contract. These bonds will be security for faithful performance of this contract or subcontracts there under, and for payment of all persons performing labor and furnishing material in connection with this contract or subcontract there under. The agency receiving a subgrant under this contract will secure evidence (e.g., a letter of certification from a reputable bonding company) that its construction contractors/subcontractors have obtained such bonds which will remain in effect for the duration of the project, or will otherwise arrange for an equally effective performance bond. The State will not pay any charge for such bonds additional to the face value of this contract/subgrant.

(H) GUARANTEE

The public/nonprofit agency responsible for this project shall require each construction contractor/subcontractor to furnish a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the public/nonpublic agency responsible. Construction contractors and subcontractors shall provide such guarantees.

(I) INSPECTION

Construction contractors and subcontractors shall at all times permit and facilitate inspection of the work by appropriate representatives of the public/nonprofit agency responsible for the project and the State. Agencies responsible for projects shall include this requirement in all construction contracts and subcontracts.

(J) OPERATION AND MAINTENANCE

The subgrantee assures that property developed with assistance from this agreement will be kept reasonably safe, clean and sanitary. Structures and improvements (trails, boardwalks, etc.) shall be kept in reasonable repair throughout their estimated lifetime.

(K) UNEMPLOYMENT CLAIMS

The Grantee is liable for any valid unemployment compensation claims. No unemployment compensation claims will be paid from this Grant Agreement. This provision does not prohibit standard allocations to unemployment compensation funds as part of the approved indirect cost/fringe benefit arrangements.

(L) FLOOD INSURANCE REQUIREMENTS

Funds from this Grant Agreement will not be used to assist the construction or acquisition in identified flood hazard areas for which the appropriate governmental unit has failed to comply with flood insurance purchase requirements under Sections 102(2) of the Flood Disaster Protection Act of 1973 (public Law 93-234), approved December 31, 1976.

**APPENDIX A****SECTION I: PROJECT DESCRIPTION**

Black River Park is located on the Black River, a tributary to Lake Michigan. This site is a key access point for both the Lake Michigan Water Trail and the Bangor to South Haven Heritage Water Trail. Currently, there are no accessible launch facilities in the Black River Harbor. The City of South Haven will install a handicap accessible dock with a ramp and paved pathway from the parking area of the Black River Park. A floating launch will be installed with handrails and rollers to assist boaters with physical limitations. An accessible boat drop-off area and designated access parking spaces will also be added.

This project continues the objective of Phase I of Michigan's Lake Michigan Water Trail Plan: Inventory and Analysis of Access Sites in Support of a Lake Michigan Water Trail (July 2014) to establish universal access for Lake Michigan Water Trail users in every harbor and at sites where installation of universal access is feasible. The project is part of a wider initiative for South Haven and other Lake Michigan communities to become "Trail Towns." South Haven desires to utilize its trail system as a focal point of a tourism-centered strategy for economic development and downtown revitalization.

**SECTION II: PROJECT TASKS AND SCHEDULE**

Tasks	April-June 2015	July-Sept 2015	Oct-Dec 2015	Outcome/Product
1. Finalize Engineering Plans	X			Stamped Engineered Plans.
2. Construction		X	X	Designated accessible parking area; boat drop off area; ADA pathway to launch; ADA ramp and dock.
3. City of South Haven submit final report and deliverables			X	Final reports and deliverables to the State.

Be advised that in the event that no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

**SECTION III: PROJECT BUDGET**

See Attached Project Budget form.

**SECTION IV: GENERAL PROVISIONS****A. GRANT ACKNOWLEDGEMENT**

All project deliverables must acknowledge financial assistance of the Michigan Coastal Zone Management Program and the NOAA.

(1) This grant acknowledgement will include the OGL, DEQ and the NOAA logos to be provided by the State and the following (or other mutually agreed upon) language: "Financial assistance for this project was

provided, in part, by the Michigan Coastal Zone Management Program, Office of the Great Lakes, Department of Environmental Quality, under the National Coastal Zone Management Program, through a grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce.”

(2) A view disclaimer is required for reports/videos in addition to the DEQ and the NOAA logos and financial acknowledgment language listed in the above paragraph. The view disclaimer shall include the following language: “The statements, findings, conclusions, and recommendation in this (report/video) are those of the (Grantee) and do not necessarily reflect the views of the Department of Environmental Quality and the National Oceanic and Atmospheric Administration.”

(3) For press releases, newsletters, newspaper articles, graphic displays meant for public presentations and in other public forums, the DEQ and the NOAA logos are not required; however, the funding source will be listed as the “Michigan Coastal Zone Management Program, Office of the Great Lakes, Department of Environmental Quality and the National Oceanic and Atmospheric Administration.”

## **B. EXTENSIONS:**

In accordance with Section III - Changes, page 2 of this contract, the Grantee shall submit to the State, for review and approval, written extension requests no less than 45 days prior to the end date of the Contract. The Grantee shall provide justification for the extension and the requested new end date of the Contract.

## **C. SPECIAL PROVISIONS:**

If applicable, all geospatial data collected and/or produced for the purposes of this grant and put into a GIS layer must be provided, along with associated metadata (requirements described below), to the Coastal Zone Management Program on a CD, DVD, or portable hard drive in ESRI's ArcGIS format (shapefile including appropriate projection file or geodatabase) .

Grantee shall provide relevant information (e.g. expected dates of data collection, type of collection, flight lines, etc.) on the collection or production of geospatial data (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), to the State contact as early as practicable and before data collection commences.

Grantee shall ensure the data and the planned acquisition activities are registered in Geospatial Platform (geodata.gov) and comply with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: [http://www.whitehouse.gov/omb/circulars/a016/a016\\_rev.html](http://www.whitehouse.gov/omb/circulars/a016/a016_rev.html). The grantee shall document all new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA, if requested. Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/cs dqm/>. Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable. To the greatest extent practicable, the recipient shall also, prior to the conclusion of the award, make the data collected publicly accessible online, except where limited by law, regulation, policy or security requirements.

All final products and deliverables shall be submitted to the state as hard copy and digitally on two CD/DVDs. E-mail submissions will not be accepted.

## **D. SPECIAL PROVISIONS:**

This project is required to be located on public land and open to the general public. If the property or elements constructed under this grant are leased or sold out of public ownership or are used for purposes other than public use, the Grantee will reimburse the State for grant funds received for the project.

Required permits (local, state, tribal and federal) must be received by the CZM Program before work can commence on all construction projects.

State Historic Preservation Officer's Clearance must be received by the CZM Program before work can commence on all construction projects.

By affixing their signature to this Contract, the Grantee accepts the responsibility for maintaining, in serviceable condition, the items constructed with the funds jointly provided by the State and the Grantee for a minimum of 20 years from the end date of this Contract.

A sign provided by the State will be installed during construction and permanently installed at the site of all construction projects indicating that the project is being funded under a grant of the Michigan Coastal Zone Management Program, Department of Environmental Quality and the National Oceanic and Atmospheric Administration.

All final products and deliverables shall be submitted to the CZM Program as hard copy and digitally on two CD/DVDs. E-mail submissions will not be accepted.

#### **E. COMPENSATION:**

Grant payments will be made quarterly on a costs-incurred only basis. Estimates of costs will not be accepted. The following is required when requesting a grant payment for incurred costs:

- A cover letter specifying the dollar amount
- Corresponding progress and financial reports for that quarter
- Copies of supporting documentation for grant and match expenses (invoices and receipts or other supporting documentation) for that quarter.

#### **F. FINAL QUARTER REPORT REQUIREMENTS:**

Grantee shall submit to the State the Final Quarter Report no later than **30** days past the end date of the Contract.

The Final Quarter Report shall include:

- **COVER** letter from the Grantee requesting final payment and specify the dollar amount.
- **ONE** copy of a detailed narrative that describes all project tasks performed, including any special considerations or problems encountered according to a form and format prescribed by the state.
- **ONE** progress report showing completion of all project tasks.
- **ONE** financial report showing all grant and match expenditures.
- **ONE** copy of invoices, receipts, or other documentation for grant and match expenditures incurred on the project.
- **TWO SETS** of a minimum of ten color photographs depicting the work completed before and after on this project. In addition, one photograph of the MCZMP project sign installed at the project site.



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
 OFFICE OF THE GREAT LAKES  
 COASTAL ZONE MANAGEMENT PROGRAM

The State is authorized to provide grant assistance pursuant to the Coastal Zone Management Act of 1972, as amended, P.L. 109-58 (16 U.S.C. 1451-1465 "Federal Act")

**E. DETAILED PROPOSED BUDGET**

<b>Applicant/Entity Name:</b>		City of South Haven				
<b>Project Title:</b>		Black River Park Launch Accessibility Improvements				
<b>PERSONNEL (List by Name)</b>	<b>Position Title</b>	<b># of Hours</b>	<b>Rate</b>	<b>Grant Amount</b>	<b>Match Amount</b>	<b>Total</b>
				\$0.00	\$0.00	\$0.00
<b>FRINGE - (not to exceed 40% Personnel) If rate exceeds 35%, provide a breakdown of the fringe elements in box below.</b>				\$0.00	\$0.00	\$0.00
<b>INDIRECT RATE - (not to exceed 20% Personnel &amp; Fringe)</b>				\$0.00	\$0.00	\$0.00
<b>TRAVEL - Per trip, list in box below, the # of travelers, Start/End pt., estimated # of miles, mileage rate, lodging expenses and any other misc. traveling expenses. If more than one trip, also include total cost per trip in box below.</b>				\$0.00	\$0.00	\$0.00
<b>EQUIPMENT - In box below, list any tangible, nonexpendable item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.</b>				\$0.00	\$0.00	\$0.00
<b>SUPPLIES/MATERIALS - In box below, list any tangible item less than \$5,000 and cost per item (e.g. office supplies, construction materials).</b>				\$0.00	\$0.00	\$0.00
<b>CONTRACTUAL - In box below, list services to be obtained by a contractor (refer to project tasks from application).</b>				\$50,000.00	\$50,000.00	\$100,000.00
<i>Contractual services to implement the following project tasks: Mobilization/Earthwork/Erosion Control; Parking lot improvements (4 inch asphalt; pavement markings, signs, posts); Paved Pathway (from parking to launch); Kayak Launch, Dock, Ramp, Retaining Wall</i>						
<b>OTHER - In box below, list any item/service that doesn't qualify under the above listed categories and cost per item/service (e.g. volunteer match, donations, postage, printing costs).</b>				\$0.00	\$0.00	\$0.00
<b>TOTAL</b>				\$50,000.00	\$50,000.00	\$100,000.00



City of South Haven

## Agenda Item #7

Fishing Platform  
at Black River Park

### Background Information

The City has been awarded \$78,100 through the Land and Water Conservation Fund to construct a fishing access point and stabilize the riverbank. The total cost of the improvements is estimated to be \$156,200. The project will be constructed at the site of the former Street Department garage at 665 Dyckman Avenue.

At this point in time, the City is waiting for a final grant agreement prior to beginning design work on these improvements. Once the grant agreement is in place, Abonmarche will begin development of the engineering plans and bid documents for the improvements. Upon further development of the plan, the City will present the improvements to the Parks Commission for final review and approval.

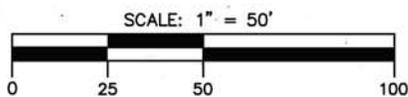
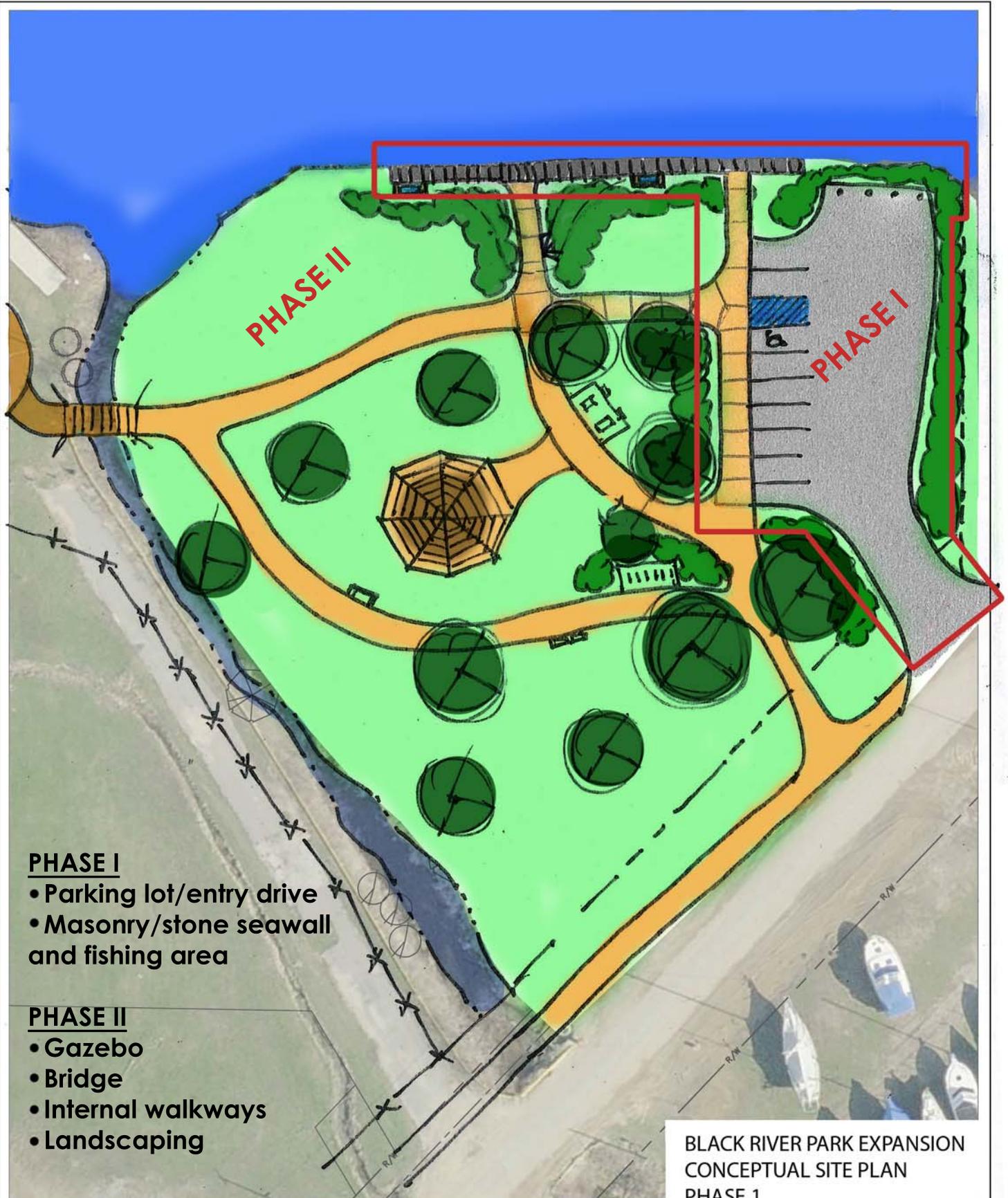
### Recommendation

Review the Preliminary Site Plan

### Attachments

Preliminary Site Plan  
Cost Estimate

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**ABONMARCHE**

Confidence By Design

© COPYRIGHT 2011  
ABONMARCHE CONSULTANTS, INC.

DATE: JULY 26, 2011

JOB NO.

SHT.

OF

LWCF #26-01745

Cost Estimate

<b>Black River Park - City of South Haven</b>				
South Haven Fishing Platform and Bank Stabilization				
Job #: 15-0214				
	<b>QTY/AREA</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mobilization	1	LS	\$ 1,855.00	\$ 1,855.00
Fishing Platform	720	SFT	\$ 85.00	\$ 61,200.00
Platform Railing	84	LF	\$ 100.00	\$ 8,400.00
Fishing Platform Benches	4	EA	\$ 1,200.00	\$ 4,800.00
Concrete Abutment	1	LS	\$ 5,000.00	\$ 5,000.00
Rip Rap	175	SYD	\$ 75.00	\$ 13,125.00
Bank Stabilization Plantings	1	LS	\$ 5,000.00	\$ 5,000.00
Sidewalk	1050	SFT	\$ 5.00	\$ 5,250.00
Concrete Removal	820	SYD	\$ 3.50	\$ 2,870.00
Parking Lot - paved	660	SYD	\$ 35.00	\$ 23,100.00
Pavement Markings	1	LS	\$ 1,000.00	\$ 1,000.00
Bollards	4	EA	\$ 1,000.00	\$ 4,000.00
Restoration	1	LS	\$ 4,000.00	\$ 4,000.00
Program Acknowledgement Sign	1	EA	\$ 500.00	\$ 500.00
Signage	1	EA	\$ 500.00	\$ 500.00
			Construction Total	\$ 140,600.00
			Engineering	\$ 15,600.00
			PROJECT TOTAL:	\$ 156,200.00



City of South Haven

## **Agenda Item #8**

### Donation of Swing Bench at Stanley Johnston Park

#### **Background Information**

Harold Neal would like to donate a swing bench to the City of South Haven. The bench would be located at the top of the bluff in Stanley Johnston Park, overlooking the Northside Marina and Maritime Marina. In order to ensure that the bench is nice looking and properly constructed, Mr. Neal has been in discussions with John Brush. The frame of the bench will be constructed of structural timber and covered with cedar. The bench will be constructed of Ipe, a dense hardwood imported from Central and South America.

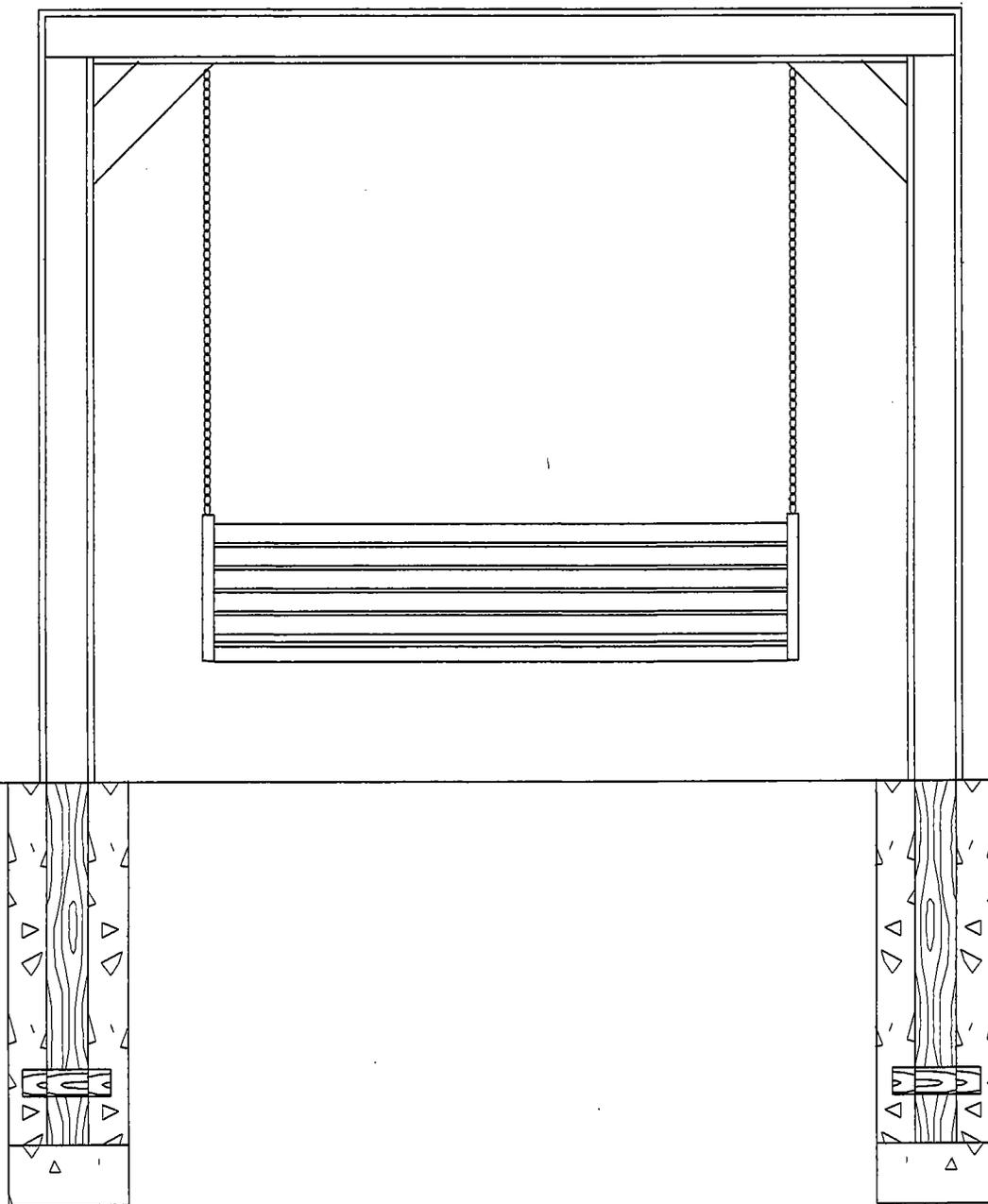
Because there will be considerable expense involved with the design and construction of this bench, staff desires to solicit input from the Parks Commission prior to further discussions with the donor.

#### **Recommendation**

Review the swing bench concept. If the Parks Commission does not have any objections to the general concept and location, staff will work with the donor to complete the design and siting of the bench. The final donation approval would occur at a future meeting.

#### **Attachments**

Drawing of Swing Bench  
Photo of Completed Swing Bench  
Photo of Ipe Bench





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City of South Haven

## **Agenda Item #9**

### Water Street Streetscape Improvements and Hillside Maintenance Plan

#### **Background Information**

Over the past 6 months, City staff has been working with Cornelisse Design Associates, Inc. to develop a plan for streetscape improvements along the south side of Water Street between South Beach and Downtown. The south side of Water Street has received less attention than the north side. The City does mow some areas along the south side; however, there are steep slopes and retaining walls that make maintenance activities challenging. Other portions of the bluff line are overgrown and present a visible obstruction to views of the river and lake.

The streetscape improvement plan includes a variety of improvements including new sidewalks for improved pedestrian access, new landscaping, segmental retaining walls, selective clearing, and a new staircase connecting the corner of Indiana Av and Eagle St to Water St.

#### **Recommendation**

Review the conceptual streetscape plan and the hillside maintenance treatment recommendations. It is recommended that the parking area near the South Beach restrooms be modified to match the conceptual plan for this area previously approved by the Parks Commission.

#### **Attachments**

Water Street – Conceptual Plan  
Water Street – Hillside Maintenance Plan

BLACK RIVER HARBOR



SOUTH SIDE

# Water Street Streetscape Improvements

City of South Haven  
4-15-15



### DESIGN GUIDELINES FOR WATER STREET EDGE, SOUTH SIDE

- Create a more attractive street edge on the south side of Water Street
- Reduce maintenance efforts
- Improve pedestrian connections to attractions: Waterfront, Lightkeeper Museum, Channel
- Highlight unique elements along Water Street: Lighthouse Keeper Museum, WPA retaining wall, Channel and Lake Michigan views.
- DESIGN PROGRAM
- repetition and appropriateness of materials
- replacement of street lights with decorative and energy-efficient lights and removal of overhead lines where possible
- creation of a 'clean and crisp' planting edge the entire length of street
- screening of power stations, utilities and dumpster
- use of signature plantings, i.e.:
- sweeps of dune grass at corners, at the Waterfront and at 'sunny' terraces. mowable grass strip between curb and walls.



SOUTH SIDE

# Water Street Streetscape Improvements

City of South Haven  
4-15-15



**Cornelisse**  
**Design Associates, Inc.**  
 LANDSCAPE ARCHITECTURE  
 818 Sarasota SE / Grand Rapids, MI 49546



Water St - St. Joseph St to Maple St

SOUTH SIDE

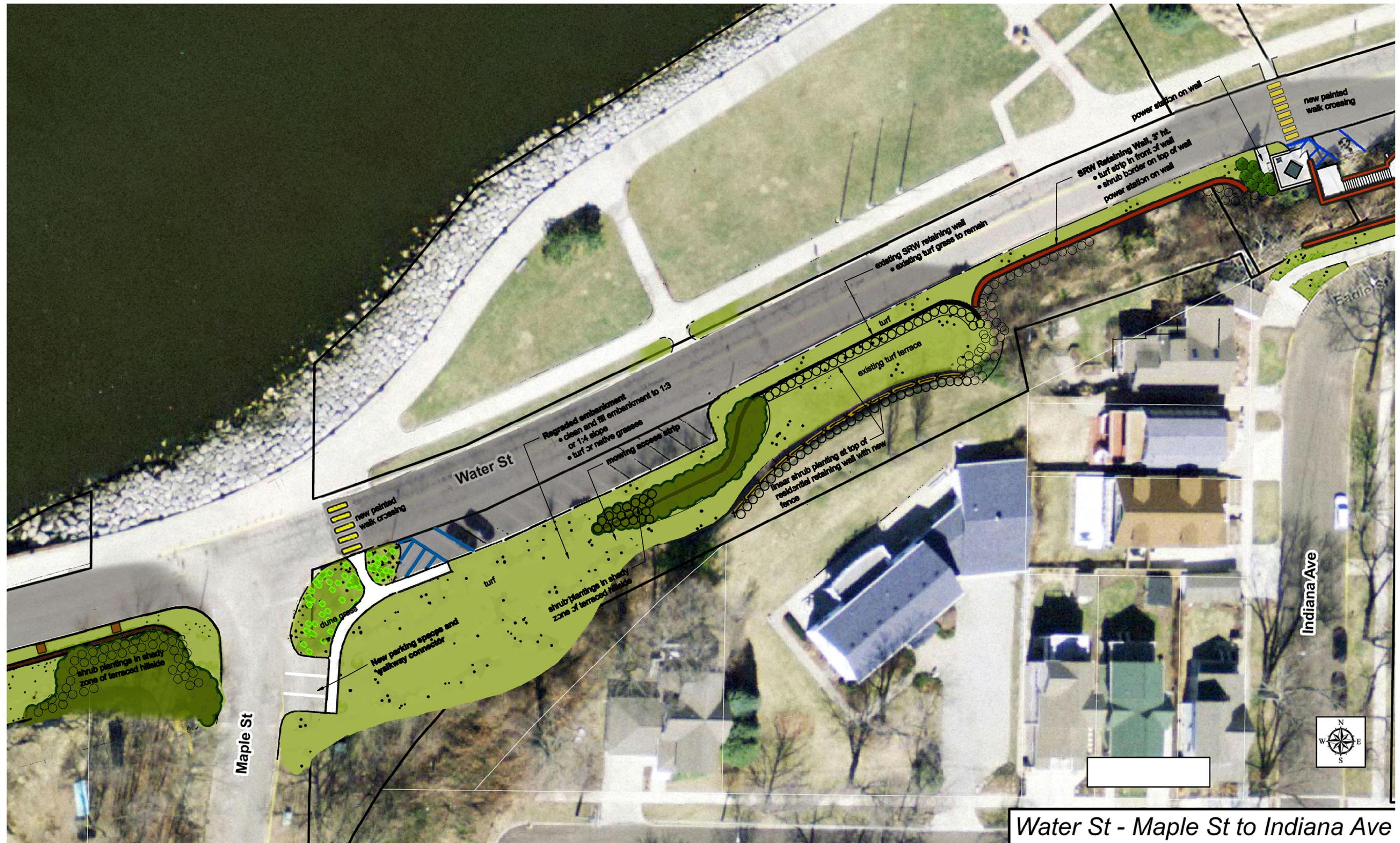
# Water Street Streetscape Improvements

City of South Haven  
4-15-15



1" = 20'

**Cornelisse**  
**Design Associates, Inc.**  
 LANDSCAPE ARCHITECTURE  
 818 Sarasota SE/ Grand Rapids, MI 49546



Water St - Maple St to Indiana Ave

SOUTH SIDE

# Water Street Streetscape Improvements

City of South Haven  
4-15-15



1" = 20'

**Cornelisse**  
**Design Associates, Inc.**  
 LANDSCAPE ARCHITECTURE  
 818 Sarasota SE / Grand Rapids, MI 49546



SOUTH SIDE

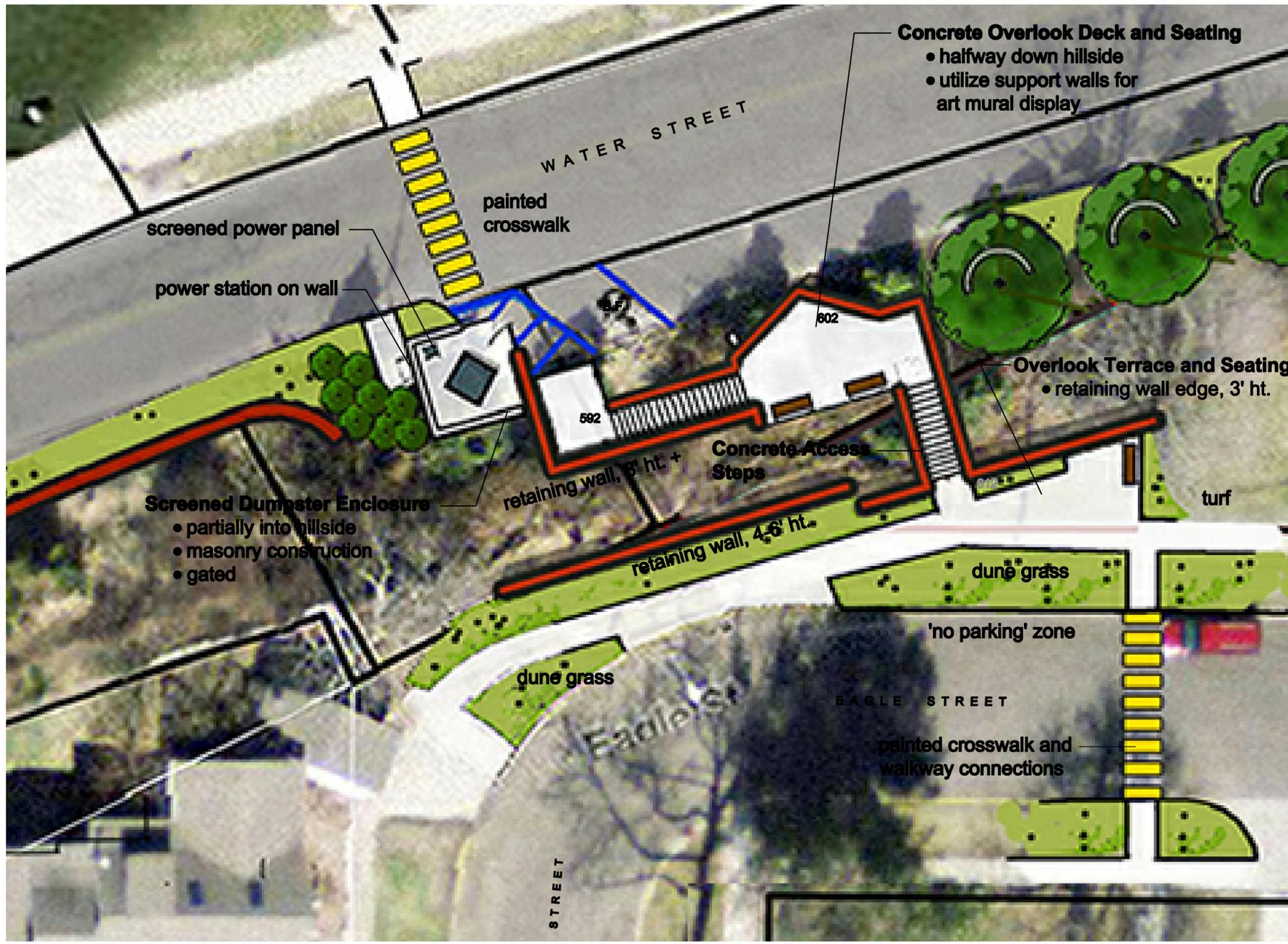
# Water Street Streetscape Improvements

City of South Haven  
4-15-15

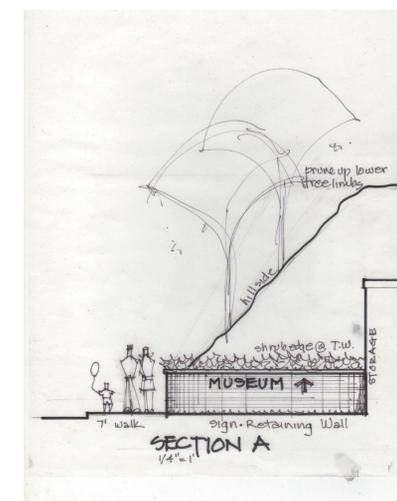


1" = 20'

**Cornelisse**  
**Design Associates, Inc.**  
 LANDSCAPE ARCHITECTURE  
 818 Sarasota SE/ Grand Rapids, MI 49546

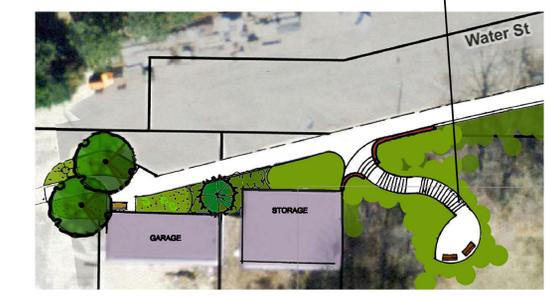


**Upper Level Access  
ENLARGEMENT DETAIL**  
Scale: 1" = 20'



**Water Street  
ELEVATION AT MUSEUM HILLSIDE WALL**  
Not to Scale

**Concrete replacement steps  
and overlook terrace from  
Water St.**



**Water Street  
OPTIONAL STEPS @ MUSEUM HILLSIDE WALL**  
Not to Scale

**Water Street: Kalamazoo Street to Water Treatment Plan  
HILLSIDE MAINTENANCE TREATMENT RECOMMENDATIONS  
5.21.2015**



**The Overview:** Existing hillsides along the south side of Water Street appear to be a combination of dumped soil and debris with little to no attempt to mimic the soils' natural angle of repose (stability). It is doubtful if some of the hillsides were ever regraded to look attractive. Some hillsides have had slippage due to the steepness of the slope. There are scattered broken concrete retaining walls in some areas under the vines and weeds.

Any historical restoration materials have long since been overwhelmed by a combination of native and weed trees, shrubs and vines. Some deliberately planted trees have been topped by residents at the top of the embankment and are left in sad shape. Turf mowing is impossible on most of the hillsides due to the slope steepness.

**The Problem:** The hillsides have become a 'no man's land', with City visitors to the waterfront passing by the unkempt hillsides and residents above the embankment concerned about compromised views. Maintenance is limited to what can be effectively and safely mowed. City staff does not have the budget or staff to treat each hillside in a manicured fashion.

**The Solution:** To improve the appearance of the hillsides from Water Street, the City has had a Master Plan for Streetscape Improvements developed for the south side of Water Street. In addition, the City desires recommendations on the management of the hillsides in a thoughtful manner as these streetscape improvements are phased in, and on into the future. The following embankment treatments are suggested to be performed on a rotational basis to ensure the embankments retain the intended appearance of any constructed elements proposed in the Streetscape Master Plan.

**Embankment @ Water Street and St. Joseph Street: West Side (below Museum)**

- Remove suckering, damaged, dead or broken trees to the ground. Apply tree/shrub killer to cut surfaces
- Grind old stumps to grade to hide them. (Removal of root masses may destabilize the embankment). Cover with a little soil to aid in decomposition and hide raw stump.
- Prune up trees (on the upper ½ of slopes) to remain to 8-10' above top of embankment elevation for viewing. Selectively open up limb structure for view improvement on those trees suitable for it.
- Selectively remove trees that over the long-term may become unsafe or may COMPLETELY block a view. (Trees can frame and enhance a view, however.)
- Prune back desirable shrubs when overgrown or shape them to conform to their natural form. Assess WHICH shrubs are desirable and which do not enhance the appearance from the roadway. Remove those that are invasive, particularly privet, winter honeysuckle, sumac, small tree seedlings, vines, etc. Removal should be primarily pruning and brushing stumps with shrub herbicide. Again, root removal may destabilize a fragile embankment slope.
- Encourage the Hemerocallis (Daylily) ground cover along the lower slope area to continue up the embankment. In the existing Daylily beds, pull out competing plants.

**Water Street: Kalamazoo Street to Water Treatment Plan  
HILLSIDE MAINTENANCE TREATMENT RECOMMENDATIONS  
5.21.2015**



**Embankment @ Water Street and Maple Street: East Side**

This slope is very unstable and high up near the residential lots. The Master Plan suggests removing nearly all existing plant material, regarding by filling and bringing the toe of the slope out to create a 1:3 or so embankment and replanting. See note at end of this memorandum regarding care of newly renovated slopes. Until slope renovation is completed:

- Remove debris, logs, fallen materials. Leave any portions of old retaining walls that still provide some stability.
- Remove suckering, damaged, dead or broken trees to the ground. Apply tree/shrub killer to cut surfaces
- Grind old stumps to grade to hide them. (removal of root masses may destabilize the embankment)
- Prune up trees (on the upper ½ of slopes) to remain to 8-10' above top of embankment elevation for viewing. There are few of these trees worth saving on the NW facing corner.
- Prune back desirable shrubs when overgrown or shape them to conform to their natural form. Assess WHICH shrubs are desirable and which do not enhance the appearance from the roadway. Remove those that are invasive, particularly privet, winter honeysuckle, sumac, small tree seedlings, vines, etc. Removal should be primarily pruning and brushing stumps with shrub herbicide. Again, root removal may destabilize a fragile embankment slope. Uncover landscape shrubs planted as part of the existing retaining walls and refresh the bed lines and mulch of the shrub beds.
- Cut/mow/brush hog ground level growth where possible or necessary.

**Embankment @ Water Street and below Indiana Avenue and Eagle Street**

This slope is very unstable and high up near the residential lots. The property line is currently in dispute.

The Master Plan suggests selectively removing some existing plant material and regrading the top of the embankment (which is currently lawn) back 10-20' in order to stabilize the top of the slope at 1:2 or 1:3 and replanting. See note at end of this memorandum regarding care of newly renovated slopes. Until slope renovation is completed:

- Remove debris, logs, fallen materials. Leave any portions of old retaining walls that still provide some stability.
- Remove suckering, damaged, dead or broken trees to the ground. Apply tree/shrub killer to cut surfaces.
- Grind old stumps to grade to hide them. (removal of root masses may destabilize the embankment)
- Prune up trees (on the upper ½ of slopes) to remain to 8-10' above top of embankment elevation for viewing. Selectively open up limb structure for view improvement on those trees suitable for it.
- Prune back desirable shrubs (Forsythia) when overgrown or shape them to conform to their natural form. Assess WHICH shrubs are desirable and which do not enhance the appearance from the roadway. Remove those that are invasive, particularly privet, winter honeysuckle, sumac, small tree seedlings, vines, etc. Removal should be primarily pruning and brushing stumps with shrub herbicide. Again, root removal may destabilize a fragile embankment slope.

**Water Street: Kalamazoo Street to Water Treatment Plan  
HILLSIDE MAINTENANCE TREATMENT RECOMMENDATIONS  
5.21.2015**



- Encourage the Vinca minor (Myrtle) ground cover along the lower slope area to continue up the embankment. In the existing Vinca beds, pull out competing plants.

**Care of new slopes constructed under the Streetscape Master Plan should be as follows:**

- Mow upper slope turf areas only yearly to keep brush from growing yet maintaining a soil cover. Lower slope areas with lawn turf would be mowed as per current practice.
- Where slope is stabilized with a ground cover, a yearly weeding to keep brush or invasives 'at bay' should be done, once the ground cover is established (which will need intensive weeding through the establishment period).
- Care for any new trees or shrubs with occasional shaping and pruning for views, safety and health of plantings.

This work could, of course, be done yearly, be realistically every 2nd or 3rd year would be necessary to keep 'a handle' on embankment growth and appearance. It would require someone with experience providing direction.

Nature abhors a vacuum. Active participation in slope and planting management and care is critical for enhanced slope appearance and stability

**ISSUED BY:** Patricia S. Cornelisse, ASLA, LLA  
Cornelisse Design Associates, Inc.

Aaron Priebe  
City Arborist

### Embankment @ Water St. and St. Joseph St.

- Remove suckering, damaged, dead or broken trees to the ground. Apply tree/shrub killer to cut surfaces
- Grind old stumps to grade to hide them. (Removal of root masses may destabilize the embankment). Cover with a little soil to aid in decomposition and hide raw stump.
- Prune up trees (on the upper 1/4 of slopes) to remain to 8-10' above top of embankment elevation for viewing. Selectively open up limb structure for view improvement on those trees suitable for it.
- Selectively remove trees that over the long-term may become unsafe or may COMPLETELY block a view. (Trees can frame and enhance a view, however.)
- Prune back desirable shrubs when overgrown or shape them to conform to their natural form. Assess WHICH shrubs are desirable and which do not enhance the appearance from the roadway. Remove those that are invasive, particularly privet, winter honeysuckle, sumac, small tree seedlings, vines, etc. Removal should be primarily pruning and brushing stumps with shrub herbicide. Again, root removal may destabilize a fragile embankment slope.
- Encourage the Hemerocallis (Daylily) ground cover along the lower slope area to continue up the embankment. In the existing Daylily beds, pull out competing plants.



## EMBANKMENT AT WATER ST. AND ST. JOSEPH STREET SOUTH SIDE WATER ST. EMBANKMENT MAINTENANCE

City of South Haven, MI

Cornelisse  
Design Associates, Inc.  
LANDSCAPE ARCHITECTURE

SHEET NO.	DATE:	ISSUED FOR:
<b>M1</b>	5-21-15	FOR REVIEW

DATE:	NOTES:

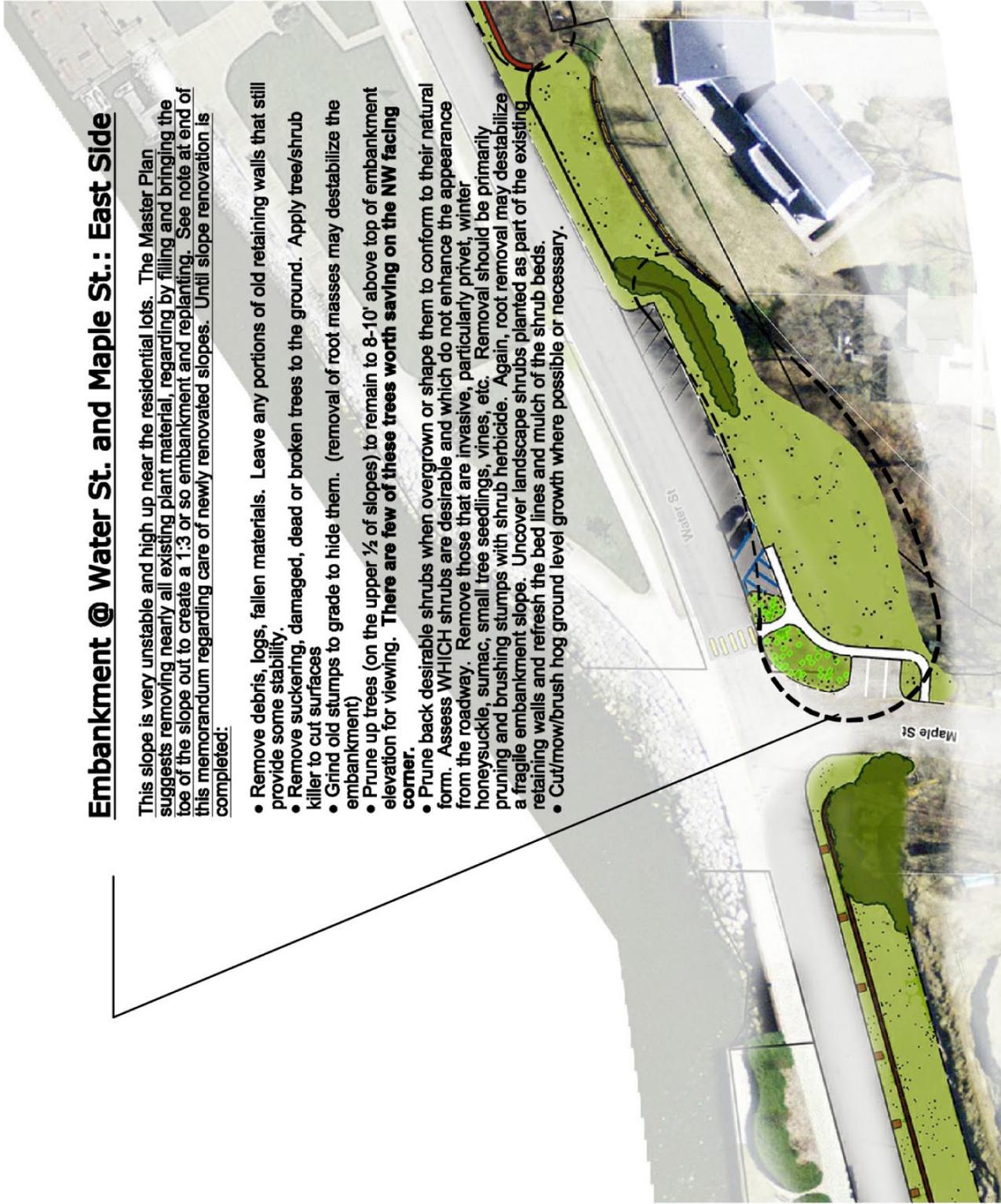


1"=100'

## Embankment @ Water St. and Maple St.: East Side

This slope is very unstable and high up near the residential lots. The Master Plan suggests removing nearly all existing plant material, regarding by filling and bringing the toe of the slope out to create a 1:3 or so embankment and replanting. See note at end of this memorandum regarding care of newly renovated slopes. Until slope renovation is completed:

- Remove debris, logs, fallen materials. Leave any portions of old retaining walls that still provide some stability.
- Remove suckering, damaged, dead or broken trees to the ground. Apply tree/shrub killer to cut surfaces
- Grind old stumps to grade to hide them. (removal of root masses may destabilize the embankment)
- Prune up trees (on the upper 1/2 of slopes) to remain to 8-10' above top of embankment elevation for viewing. **There are few of these trees worth saving on the NW facing corner.**
- Prune back desirable shrubs when overgrown or shape them to conform to their natural form. Assess WHICH shrubs are desirable and which do not enhance the appearance from the roadway. Remove those that are invasive, particularly privet, winter honeysuckle, sumac, small tree seedlings, vines, etc. Removal should be primarily pruning and brushing stumps with shrub herbicide. Again, root removal may destabilize a fragile embankment slope. Uncover landscape shrubs planted as part of the existing retaining walls and refresh the bed lines and mulch of the shrub beds.
- Cut/mow/brush hog ground level growth where possible or necessary.



### EMBANKMENT AT WATER ST. AND MAPLE STREET: EAST SIDE SOUTH SIDE WATER ST. EMBANKMENT MAINTENANCE

City of South Haven, MI

Cornelisse  
Design Associates, Inc.  
LANDSCAPE ARCHITECTURE

SHEET NO.	DATE:	ISSUED FOR:
M2	5-21-15	FOR REVIEW

DATE:	NOTES:



1"=100'

## **Embankment @ Water St. and below Indiana Ave. and Eagle St.**

This slope is very unstable and high up near the residential lots. The property line is currently in dispute.

The Master Plan suggests selectively removing some existing plant material and regrading the top of the embankment (which is currently lawn) back 10-20' in order to stabilize the top of the slope at 1:2 or 1:3 and replanting. See note at end of this memorandum regarding care of newly renovated slopes. Until slope renovation is completed:

- Remove debris, logs, fallen materials. Leave any portions of old retaining walls that still provide some stability.
- Remove suckering, damaged, dead or broken trees to the ground. Apply tree/shrub killer to cut surfaces.
- Grind old stumps to grade to hide them. (removal of root masses may destabilize the embankment)
- Prune up trees (on the upper 1/2 of slopes) to remain to 8-10' above top of embankment elevation for viewing. Selectively open up limb structure for view improvement on those trees suitable for it.
- Prune back desirable shrubs (Forsythia) when overgrown or shape them to conform to their natural form. Assess WHICH shrubs are desirable and which do not enhance the appearance from the roadway. Remove those that are invasive, particularly privet, winter honeysuckle, sumac, small tree seedlings, vines, etc. Removal should be primarily pruning and brushing stumps with shrub herbicide. Again, root removal may destabilize a fragile embankment slope.
- Encourage the Vinca minor (Myrtle) ground cover along the lower slope area to continue up the embankment. In the existing Vinca beds, pull out competing plants.



### **EMBANKMENT AT WATER ST. AND BELOW INDIANA AVENUE AND EAGLE STREET SOUTH SIDE WATER ST. EMBANKMENT MAINTENANCE**

City of South Haven, MI

Cornelisse  
Design Associates, Inc.  
LANDSCAPE ARCHITECTURE

SHEET NO.	DATE:	ISSUED FOR:
<b>M3</b>	5-21-15	FOR REVIEW

DATE:	NOTES:



**1"=100'**



City of South Haven

## Agenda Item #10

### Memorial Bench Donations Monroe Blvd and Riverfront Park

#### Background Information

The City has received numerous memorial bench donation requests in the past two months. Although the Parks Commission raised a number of questions related to bench donations at their June Meeting, it is going to take some time for staff and City Council to develop changes to the gift policy. Until a new policy is developed, reviewed, and approved, it is recommended that donations be accepted under the current Gift Policy, Resolution 2008-49.

#### Elsie Marie (Kulovitz) Glover Memorial Bench

Sue Ring would like to donate a wooden bench, similar to the existing benches on Monroe Blvd, in memory of Elsie Marie (Kulovitz) Glover. The bench would be located on City land on the west side of Monroe Blvd south of Chestnut St overlooking South Beach. The location is pictured below and shown as Location #1 on the Monroe Blvd Bench Master Plan Map



The text that is planned to be engraved on the plaque will be:

In Loving Memory of  
**Elsie Marie (Kulovitz) Glover**  
1929 - 2015

### **Wenban Family Memorial Bench**

Cynthia Wenban would like to donate a wooden bench, similar to the existing benches on Monroe Blvd, in memory of the Wenban Family. The bench would be located in the parkway on the west side of Monroe Blvd immediately north of Monroe St in front of City owned land fronting on South Beach. The location is pictured below and shown as Location #4 on the Monroe Blvd Bench Master Plan Map.



The text that is planned to be engraved on the plaque will be:

In memory of the  
**Wenban Family**  
Long term South Haven Residents

### **Wolfgang Morkvenas Memorial Bench**

Joanne Ahlberg-Luce would like to donate a wooden bench, similar to the existing benches on Monroe Blvd, in memory of Wolfgang Morkvenas. The bench would be located in the parkway on the west side of Monroe Blvd immediately south of Clinton St in front of City owned land fronting on South Beach. The location is pictured below and shown as Location #9 on the Monroe Blvd Bench Master Plan Map.



The text that is planned to be engraved on the plaque will be:

In loving memory of  
**Wolfgang Morkvenas**  
who loved to sit here by the water releasing  
his cares and gaining strength for his days.  
06/03/1952 - 03/02/2015

### **Wib and Dottie Lynam Memorial Bench**

Dave Lynam would like to donate a wooden bench, similar to the existing benches in Riverfront Park, in honor of Wib and Dottie Lynam. The bench would be located on the south side of the sidewalk through Riverfront Park. The location is pictured below and shown as Location #5 on the Riverfront Park Bench Master Plan Map.



The text that is planned to be engraved on the plaque will be:

“In Honor of Wib & Dottie Lynam”  
*... From Their Loving Family*

**Recommendation**

Approve a recommendation that City Council accept the gifts of memorial benches as noted above with the engraved plaque language as noted for each donation. The gifts will be subject to the terms of Resolution 08-49.

**Attachments**

Resolution 2008-49: Amended City Gift Policy  
Monroe Bluff Bench Master Plan, North of Clinton Street  
Monroe Bluff Bench Master Plan, South of Clinton Street  
Riverfront Park Bench Master Plan

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 08-49

A RESOLUTION AMENDING THE GIFT POLICY  
FOR THE CITY OF SOUTH HAVEN

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on September 15, 2008 at 7:30 p.m. local time.

PRESENT: Andersen, Bemis, Fitzgibbon, Smith, Stegeman, Appleyard

ABSENT: McCoy

The following preamble and resolution was offered by Member Bemis and supported by Member Stegeman.

WHEREAS, the City of South Haven has been enriched by many generous donations from the public that have enhanced our community's public spaces; and

WHEREAS, on November 1, 2004 City Council adopted Resolution 04-43 adopting a gift policy; and

WHEREAS, City Council requests an amendment be made to the policy regarding allocation of monetary gifts should it not be specified at the time of donation.

THEREFORE, BE IT RESOLVED, that the City of South Haven amends the gift policy as outlined in Exhibit A attached.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE:

Yeas: Andersen, Bemis, Fitzgibbon, Smith, Stegeman, Appleyard

Nays: None

RESOLUTION DECLARED ADOPTED.

  
Dorothy Appleyard, Mayor

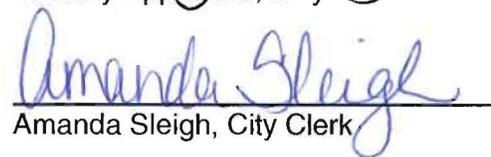
  
Amanda Sleigh, City Clerk

Exhibit A**City of South Haven Gift Policy****Introduction**

Over the years, the City of South Haven has been enriched by many generous donations from the public that have enhanced our community's public spaces. These gifts are often given in memory of, or in honor of, individuals who were residents of the South Haven area. Gifts have come in many different forms, including trees, park benches, artwork, garden size landscaped areas or an entire park.

Each gift is special to our community. Every gift given in memory of, or in honor of someone, has at least two items in common. First, they are generously given by family and friends to represent a loved one. Secondly, the donor is seeking to enhance the beauty of South Haven by improving our community public spaces. In doing so, the donors have provided a unique enhancement to our community public spaces which will be enjoyed by the current community and future generations to come.

The City Council and appropriate authorities, boards and/commissions review each gift and seek to respect the desires of the donors. In order to ensure that all gifts work together to enhance the beauty and function of our public spaces, certain guidelines for gifts and their recognition must be followed.

We trust that these guidelines will help in determining the gift you are considering and allow it to be a lasting tribute to our community.

**Guidelines**

1. Each proposed gift, its location and installation plans will be reviewed and may be approved by City Council prior to installation. The cost of installation is to be included as part of the donation. City Council may seek recommendations from the appropriate authority, board and/or commission prior to approval.
2. Donations must meet any applicable governmental codes and guidelines.
3. If memorial recognition is requested, the following rules apply:
  - a. Plaques for benches and picnic tables will be 2" X 4" in size, brass plated, recessed, and mounted with flush screws. Professional installation of the plaque is the responsibility of the donor.
  - b. Plaques for structures, monuments, and statues, should be cast bronze, with a maximum size of 5" X 8", and a maximum number of forty letters/numbers combined. Plaque should be installed on the structure, monument, or statue or on a flush to the ground concrete foundation with a maximum size of 11" X 14" X 14". Professional installation of the plaque is the responsibility of the donor.
  - c. Any variation to Section A or B must be requested at the time of the donation.

## Exhibit A

- d. In the case of gifts requiring other than incidental minor maintenance, unless expressly agreed to in advance, the City will not normally accept responsibility for such maintenance. In the event that persons or firms not under City control provide such maintenance, and the maintenance is not performed to the City's satisfaction, the City shall have the right to remove or modify the gift as it sees fit.
- e. In all cases the City Council maintains the right to move, modify or remove donations if future circumstances dictate.

*Items not specifically covered above will be considered on a case-by-case basis.*

- 4. City Council has the authority to allocate all monetary gifts received that do not specify a particular fund/project.

Donations will be recognized as follows:

A register will be kept with the city clerk with each donor's address and phone number. It is the responsibility of the donor to inform the city of any address or phone number change to the register list.

### **Conclusion**

As gifts to the City of South Haven are considered, please know that a member of city staff or an appropriate commission member will be happy to assist you in this process. In closing, we sincerely appreciate your willingness to improve our community through your generous donation.

### **Suggested Gift List:**

Trees (chosen from the ordinance)  
 Professional Landscaping  
 Benches  
 Tables  
 Fountains  
 Bike Racks  
 Decking  
 Bricks  
 Signs  
 Lighting  
 Professional Services  
 Irrigation  
 Monetary gift  
 Endowments

# Monroe Bluff - Superior St to Clinton St Memorial Bench Master Plan

**Legend**

- Existing Bench
- Future Bench



**SOUTH BEACH**

**Van Buren Overlook**

**SOUTH BEACH**

Potential bench locations if City acquires these properties. All new benches will be spaced with approximately two parking spaces between them.

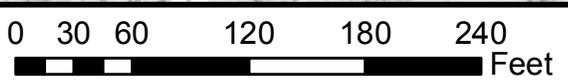
- 5
- 4
- 3
- 2
- 1

Monroe Blvd

Erie St

Superior St

Van Buren St



# Monroe Bluff - Clinton St S. Memorial Bench Master Plan

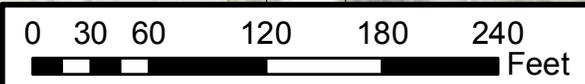
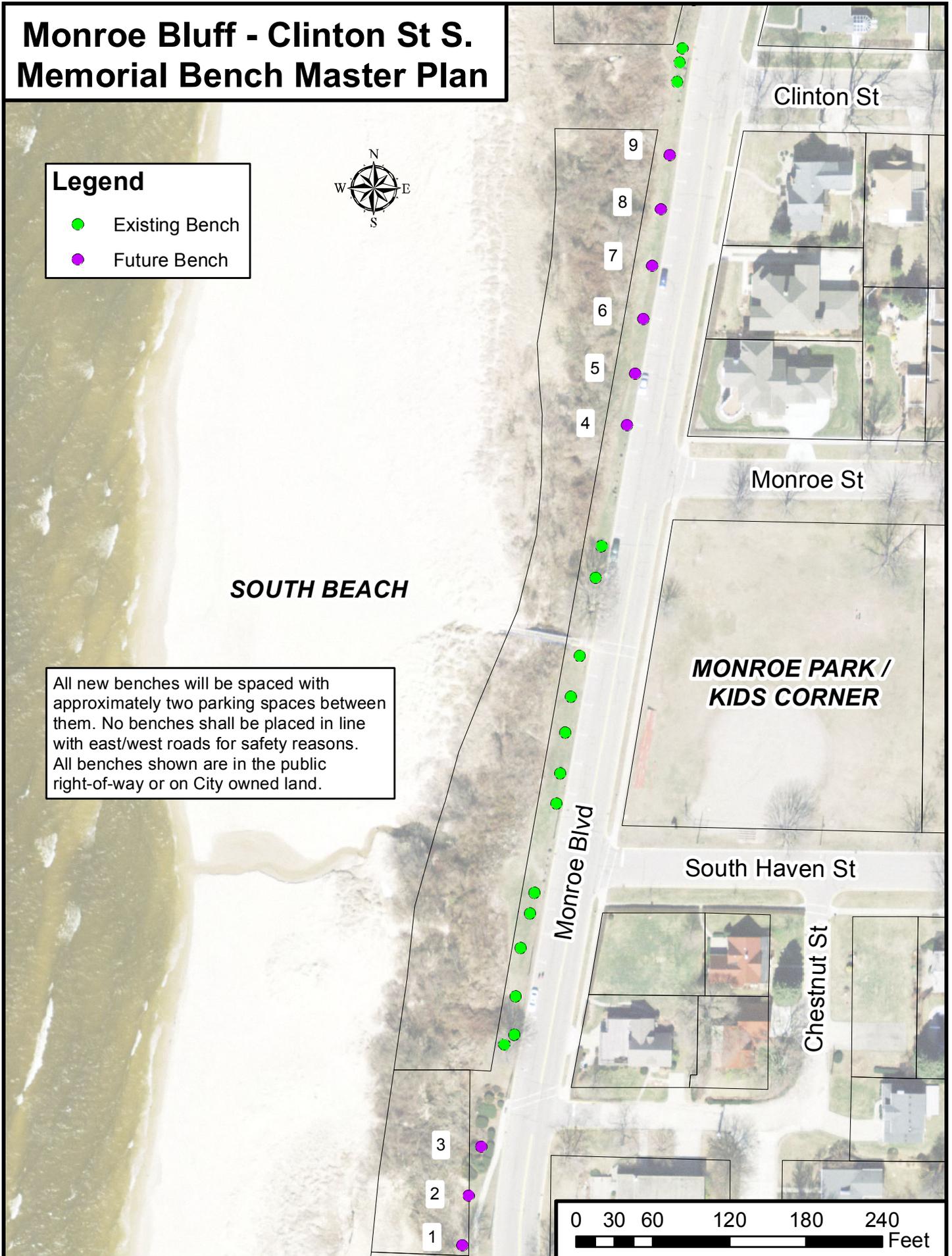
## Legend

- Existing Bench
- Future Bench



**SOUTH BEACH**

All new benches will be spaced with approximately two parking spaces between them. No benches shall be placed in line with east/west roads for safety reasons. All benches shown are in the public right-of-way or on City owned land.



# Riverfront Park W. of Maple St Memorial Bench Master Plan



## Legend

- Existing Bench
- Future Bench

