

City Council

Regular Meeting Agenda

Monday, January 18, 2016
7:00 p.m., Council Chambers



1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Consent Agenda: Items A thru C (Roll Call Vote Required)
 - A. Council will be requested to approve the City Council Minutes for January 4, 2016.
 - B. Council will be asked to approve invoices totaling \$1,475,272.28 for the period ending January 17, 2016 to be approved and forwarded to the Clerk and Treasurer for payment.
 - C. Council will be asked to approve the following minutes:
 - 1) December 3, 2015 Planning Commission minutes.

If a member of the public wishes to address any of the following items listed on the agenda they will be given a chance to speak prior to Council discussing the item. They will be given up to 5 minutes to address their concerns.

OLD BUSINESS

5. Council will be asked to adopt an ordinance which designates the four recently acquired Monroe Boulevard bluff properties into the city's park system, as part of the established South Beach Park.

NEW BUSINESS

6. Council will be asked to appoint Kevin Whiteford to the Downtown Development Authority for a three-year-term ending in December 2018.
7. Council will be asked to approve a license agreement at 308 Kalamazoo Street.
8. Council will be asked to approve Resolution 2016-04, a resolution accepting the Michigan Natural Resources Trust Fund grant award in the amount of \$42,800 for the proposed "pump track" bicycle park.
9. Council will be asked to approve Resolution 2016-05, a resolution to accept the Michigan Natural Resources Trust Fund grant award in the amount of \$47,500 for the renovation of the Black River Park restrooms.

10. Council will be asked to approve Resolution 2016-06, a resolution to amend changes to the city's personnel policies, employee benefits, and pay schedules.

11. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

(You will be given up to 5 minutes to address your concerns.)

12. City Manager's Comments

13. Mayor and Councilperson's Comments

14. Adjourn

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", written in a cursive style.

Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, January 4, 2016
7:00 p.m., Council Chambers



PRIOR TO THE BEGINNING OF BUSINESS, A CEREMONIAL SWEARING-IN OF NEWLY ELECTED OFFICIALS TOOK PLACE.

Invocation by Mr. Craig Massey, Pastor of Calling at Hope Reformed Church

Swearing-in of newly elected City Councilmembers:

**Ward 1 – Scott E. Smith
Ward 2 – Clark Gruber
Ward 3 – Steve Schlack**

Swearing-in of Mayor Robert Burr

1. Call to Order by Mayor Burr 7:04 p.m.

2. Roll Call

Present: Jeff Arnold, Clark Gruber, Andy Klavins, Vickiy Kozlik Wall, Steve Schlack, Scott Smith, Bob Burr

Absent: None

3. Approval of Agenda

Moved by Gruber, seconded by Klavins, to approve the agenda.
Voted Yes: All.

4. Consent Agenda: Items A thru C (Roll Call Vote Required)

Moved by Kozlik Wall, seconded by Smith, to approve the Consent Agenda as follows:

- A. Council will be requested to approve the City Council Minutes for December 21, 2015.
- B. Council will be asked to approve invoices totaling \$263,157.59 for the period ending January 3, 2016 to be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve the following minutes:
 - 1) November 24, 2015 South Haven Area Recreation Authority (SHARA) minutes.

A Roll Call Vote was taken:

Yeas: Arnold, Gruber, Klavins, Kozlik Wall, Schlack, Smith, Burr

Nays: None

Motion carried.

5. City Council will be asked to select a Mayor Pro-Tem.

Moved by Klavins to elect Clarke Gruber as Mayor Pro-Tem. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

6. Most Boards/Commissions/Authorities have one seat designated for a city council member so that information is shared between council and its advisory committees. The following actions will be considered:

A. Council will make Council Representative appointments to the following boards and commissions:

- i. Board of Public Utilities – Mayor Burr**
- ii. Harbor Commission – Councilmember Schlack**
- iii. Housing Commission – Councilmember Smith**
- iv. Community Development Commission – Councilmember Smith**
- v. Parks Commission – Councilmember Arnold**

Moved by Gruber, seconded by Klavins, to make Council Representative appointments to the following boards and commissions:

- i. Board of Public Utilities – Mayor Burr
- ii. Harbor Commission – Councilmember Schlack
- iii. Housing Commission – Councilmember Smith
- iv. Community Development Commission – Councilmember Smith
- v. Parks Commission – Councilmember Arnold

Voted Yes: All. Motion carried.

B. Council will be asked to confirm the following Mayoral appointments:

- i. Airport Authority – Councilmember Gruber**
- ii. Liberty Hyde Bailey Museum Board – Councilmember Kozlik Wall**
- iii. Local Development Finance Authority – Councilmember Klavins**
- iv. Brownfield Redevelopment Authority – Councilmember Klavins**
- v. Planning Commission – Councilmember Gruber**
- vi. Downtown Development Authority – Mayor Burr**
- vii. South Haven Area Emergency Services – Mayor Burr**

Moved by Klavins, seconded by Arnold, to confirm the following Mayoral appointments:

- i. Board of Public Utilities – Mayor Burr
- ii. Harbor Commission – Councilmember Schlack
- iii. Housing Commission – Councilmember Smith
- iv. Community Development Commission – Councilmember Smith
- v. Parks Commission – Councilmember Arnold

Voted Yes: All. Motion carried.

NEW BUSINESS

2. Council will be asked to consider the following appointments to the corresponding boards and commissions:

A. Chris Campbell to the Downtown Development Authority for a 4-year term as a downtown resident.

Chris Campbell addressed the Council and introduced himself for the DDA resident seat.

Moved by Smith, seconded by Kozlik Wall, to appoint Chris Campbell to the Downtown Development Authority for a 4-year term as a downtown resident.

Voted Yes: All. Motion carried.

B. William Fries, Jr. to the Planning Commission for a 3-year term.

William Fries, Jr addressed the Council and introduced himself for the Planning Commission seat.

Moved by Gruber, seconded by Kozlik Wall, to appoint William Fries, Jr. to the Planning Commission for a 3-year term.

Voted Yes: All. Motion carried.

C. Jo Carlson to Zoning Board of Appeals for a 3-year term as an alternate.

Moved by Kozlik Wall, seconded by Gruber, to appoint Jo Carlson to Zoning Board of Appeals for a 3-year term as an alternate.

Voted Yes: All. Motion carried.

3. Council will be asked to approve a one year license agreement with Soha Surf Shop to operate a kayak rental business at the Black River Park Kayak Launch.

Chris Campbell addressed the Council regarding his proposal and answered questions posed by Councilmembers.

Elaine Herbert, 140 North Shore Drive, addressed the Council and voiced concerns with allowing commercial vending in City parks and beaches.

Moved by Kozlik Wall, seconded by Gruber, to approve a one year license agreement with Soha Surf Shop to operate a kayak rental business at the Black River Park Kayak Launch.

Voted Yes: All. Motion carried.

4. Council will be asked to approve the following special event applications:

A. Special Event Application 2015-35 – Festival of Cars/Kruisin’ for Kylie to be held on June 4, 2016 from 5:30 a.m. to 4:00 p.m. at the Huron Street pavilion, parking lot, and Hogan’s Alley.

Jacob Taylor, Festival of Cars Committee, addressed the Council regarding this event and answered questions from Councilmembers.

Moved by Arnold, seconded by Klavins, to approve Special Event Application 2015-35 – Festival of Cars/Kruisin’ for Kylie to be held on June 4, 2016 from 5:30 a.m. to 4:00 p.m. at the Huron Street pavilion, parking lot, and Hogan’s Alley.

Voted Yes: All. Motion carried.

B. Special Event Application 2015-36 – Farmers’ Market 2016, to be held on Wednesdays and Saturdays from 8:00 a.m. to 2:00 p.m. from May to October in the Huron Street Pavilion/Dyckman Park.

Kathy Wagaman, Executive Director of the South Haven Chamber of Commerce, spoke on behalf of this event and answered questions from Councilmembers.

Moved by Klavins, seconded by Gruber, to approve Special Event Application 2015-36 – Farmers’ Market 2016, to be held on Wednesdays and Saturdays from 8:00 a.m. to 2:00 p.m. from May to October in the Huron Street Pavilion/Dyckman Park.

Voted Yes: All. Motion carried.

5. Council will be asked to approve Resolution 2016-01, a resolution to amend the Utility Policy regarding due date grace periods.

Moved by Smith, seconded by Klavins, to approve Resolution 2016-01, a resolution to amend the Utility Policy regarding due date grave periods.

Voted Yes: All. Motion carried.

6. Council will be asked to approve Resolution 2016-02, a resolution updating state required poverty level income standards for property tax poverty exemption guidelines for tax year 2016.

Moved by Gruber, seconded by Arnold, to approve Resolution 2016-02, a resolution updating state required poverty level income standards for property tax poverty exemption guidelines for tax year 2016.

Voted Yes: All. Motion carried.

7. Council will be asked to take the following actions:

A. Consider approval of Resolution 2016-03, a resolution approving the four declarations of restrictions, which will provide deed restrictions to the recently acquired Monroe Boulevard bluff properties; and

Rosalie and Mark Plechaty, 559 Monroe Boulevard, thanked the City Manager Brian Dissette and Mayor Bob Burr for their leadership and hard work in completing this project.

Moved by Kozlik Wall, seconded by Klavins, to approve Resolution 2016-03, a resolution approving the four declarations of restrictions, which will provide deed restrictions to the recently acquired Monroe Boulevard bluff properties.

Voted Yes: All. Motion carried.

B. Consider a motion to introduce an ordinance which designates the four recently acquired Monroe Boulevard bluff properties into the city's park system, as part of the established South Beach Park.

Moved by Gruber, seconded by Kozlik Wall, to introduce an ordinance which designates the four recently acquired Monroe Boulevard bluff properties into the city's park system, as part of the established South Beach Park.

Voted Yes: All. Motion carried.

8. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

Mike Henry, Van Buren County District 1 Commissioner, gave an update to the City Council regarding happenings at Van Buren County.

Maureen Morvec, 1034 Midway Drive, voiced concerns with the lack of restrictions on ORV/ATVs and golf carts specified within the City's ordinance.

Elaine Herbert, 140 North Shore Drive, voiced concerns regarding neighborhood preservation and improving communications between the public and City Hall.

9. City Manager's Comments

There was an accident today which caused a loss of power for most of the day – a vehicle struck a power pole. We expect claims from those business. Please forward any claims or questions to his office.

10. Mayor and Councilperson's Comments

Klavins – Has served on the LDFA/BRDA for many years. Reviewed the various projects of the board.

Smith – Glad to see young attendees at the meeting. Thanks to those that put him in office. Happy New Year.

Arnold – Commented briefly regarding transparency, noting that many constituents ask to remain anonymous. School construction is well underway.

Gruber – Welcomed new Council. Council actively working toward recruiting new businesses. Working draft of rental ordinance is available online. Working with staff on board and commission information.

Schlack – Thanked the voters in Ward 3.

City of South Haven
Regular Meeting Council Minutes
City Hall, Council Chambers
7:00 p.m., Monday, January 4, 2016

Kozlik Wall – Glad Councilmember Smith is back. Welcomed new members. Happy New Year.

Burr – Reviewed projects from 2015 and provided a look at what is to come in 2016.

11. Adjourn

Moved by Gruber, seconded by Klavins, to adjourn the meeting.

Voted Yes: All. Motion carried and meeting adjourned 8:14 p.m.

RESPECTFULLY SUBMITTED,

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

Kate Hosier
Deputy City Clerk

CITY OF SOUTH HAVEN**January 18, 2016**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 21,323.86	\$ 19,855.94	\$ 41,179.80
202-MAJOR STREET FUND	\$ -	\$ -	\$ -
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 1,606.99	\$ 25,671.31	\$ 27,278.30
226-GARBAGE/REFUSE FUND	\$ 1,665.74	\$ 31,353.50	\$ 33,019.24
250-DOWNTOWN DEVELOPMENT	\$ 10,571.93	\$ 1,533.26	\$ 12,105.19
251-LDFA #1	\$ -	\$ 2,013.25	\$ 2,013.25
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ -	\$ -	\$ -
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ 500.00	\$ 500.00
363- CAPITAL BOND	\$ -	\$ -	\$ -
370- BUILDING AUTHORITY #2	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ -	\$ -	\$ -
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ 557.25	\$ 318.89	\$ 876.14
577-BEACH FUND	\$ -	\$ 235.38	\$ 235.38
582-ELECTRIC FUND	\$ 741,141.34	\$ 64,229.91	\$ 805,371.25
591-WATER FUND	\$ 42,440.72	\$ 22,008.92	\$ 64,449.64
592-SEWER FUND	\$ 52,606.95	\$ 32,570.27	\$ 85,177.22
594-MUNICIPAL MARINA	\$ 6,688.60	\$ 2,440.18	\$ 9,128.78
636-INFORMATION SERVICES	\$ 1,921.00	\$ 3,102.95	\$ 5,023.95
661-MOTOR POOL	\$ 864.60	\$ -	\$ 864.60
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ 386,377.16	\$ -	\$ 386,377.16
718-TRUST & AGENCY	\$ -	\$ -	\$ -
750-EMPLOYEE WITHHOLDING	\$ 1,672.38	\$ -	\$ 1,672.38
TOTAL	\$ 1,269,438.52	\$ 205,833.76	\$ 1,475,272.28

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
12/30/2015	1	53239	000059	ALLEGAN COUNTY TREASURER	PROPERTY TAX COLLECTIONS	240.77
12/30/2015	1	53240	001329	LAKE MICHIGAN COLLEGE	PROPERTY TAX COLLECTIONS	514.26
12/30/2015	1	53241	UB REFUND	SIRAJUDDIN ESTATE	UB refund for account: 41109001	16.64
12/30/2015	1	53242	002395	SOUTH HAVEN COMMUNITY HOSPITAL	PROPERTY TAX COLLECTIONS	12,580.51
12/30/2015	1	53243	002410	SOUTH HAVEN MEMORIAL LIBRARY	PROPERTY TAX COLLECTION	164.57
12/30/2015	1	53244	002415	SOUTH HAVEN PUBLIC SCHOOLS	PROPERTY TAX COLLECTION	5,113.65
12/30/2015	1	53245	002417	SOUTH HAVEN SENIOR SERVICES	PROPERTY TAX COLLECTION	9,516.61
12/30/2015	1	53246	002757	VAN BUREN COUNTY TREASURER	PROPERTY TAX COLLECTION	105,700.78
12/30/2015	1	53247	002758	VAN BUREN INTERMEDIATE	PROPERTY TAX COLLECTION	228,152.40

1 TOTALS:

Total of 9 Disbursements:

362,000.19

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
01/12/2016	1	102 (E)	000087	AMERICAN ELECTRIC POWER	ELECTRIC USAGE	735,019.20
01/08/2016	1	53249	000065	ALLIED MECHANICAL SERVICES INC	REPAIRS	927.22
01/08/2016	1	53250	000074	ALTEC INDUSTRIES INC	JACKET SUPPLIES PANTS	120.02 268.58 79.40
						<u>468.00</u>
01/08/2016	1	53251	003304	APPRAISALS PLUS GROUP, INC.	ASSESSING SERVICES	3,605.00
01/08/2016	1	53252	MISC	BATTLES BRENDAN P	Sum Tax Refund 80-53-511-016-00	590.23
01/08/2016	1	53253	MISC	BREEN THOMAS E	Sum Tax Refund 80-53-611-030-01	421.21
01/08/2016	1	53254	UB REFUND	BREWINGTON, HEATHER L	UB refund for account: 10628001	114.83
01/08/2016	1	53255	003422	NATHAN BROUSSEAU	LAND SPLIT FEE	100.00
01/08/2016	1	53256	MISC	BURNETT MICHAEL & JULIA	Sum Tax Refund 80-53-732-001-01	1,983.99
01/08/2016	1	53257	MISC	BURNETT MICHAEL & JULIA	Win Tax Refund 80-53-732-001-01	371.90
01/08/2016	1	53258	000430	CENTURY LINK	LONG DISTANCE	5.37
01/08/2016	1	53259	MISC	CONKLIN JASON	Sum Tax Refund 80-53-895-039-70	2,856.08
01/08/2016	1	53260	000519	CONSUMERS ENERGY	ELECTRIC 1000 1414 0337 ELECTRIC 1000 1414 0840 ELECTRIC 1000 1414 0568	85.91 37.63 40.32
						<u>163.86</u>
01/08/2016	1	53261	000604	DE BEST INC	REPAIR DAMAGED SPRINKLER SYSTEM FROM ROA SOD REPLACEMENT AT ELLEN AVERY PARK	578.00 1,040.66
						<u>1,618.66</u>
01/08/2016	1	53262	000660	DOMESTIC LINEN-KALAMAZOO	CITY HALL RENTALS DPW RENTALS	476.80 1,727.07
						<u>2,203.87</u>
01/08/2016	1	53263	MISC	DURAND WILLIAM R	Sum Tax Refund 80-53-501-005-00	137.70
01/08/2016	1	53264	003434	FLEMING'S TREE SERVICE	TREE REMOVAL	1,000.00
01/08/2016	1	53265	UB REFUND	FLINTOFF, NINA K	UB refund for account: 11221008	54.74
01/08/2016	1	53266	000847	FUEL MANAGEMENT SYSTEM	FUEL	2,757.29
01/08/2016	1	53267	MISC	GIRARD LAWRENCE M & KATHLEEN M	Sum Tax Refund 80-53-726-015-00	208.95
01/08/2016	1	53268	UB REFUND	GRESHAM, MALISSA M	UB refund for account: 10459017	178.01
01/08/2016	1	53269	000994	HAPA LLC	MARINA MANAGER BLACK RIVER PARK MANAGEMENT FEE MARINA & BLACK RIVER PARK OPERATIONS EXP MARINA & BLACK RIVER PARK OPERATIONS EXP	5,581.89 500.00 31.04 82.86
						<u>6,195.79</u>
01/08/2016	1	53270	001067	HI TEC BUILDING SERVICES	JANITORIAL SERVICE	3,467.87
01/08/2016	1	53271	MISC	HOOPER GEORGE & SHIRLEY	Sum Tax Refund 80-53-606-015-00	671.50
01/08/2016	1	53272	003435	JON ISOM	SIDEWALK IMPROVEMENTS	4,968.00
01/08/2016	1	53273	001171	J & L ORCHARD SUPPLY LLC	SUPPLIES	100.00
01/08/2016	1	53274	001186	JENSEN'S EXCAVATING INC	STONE	198.00
01/08/2016	1	53275	001196	JOHN'S STEREO INC	USB CABLE & CHARGER	63.96
01/08/2016	1	53276	MISC	KENNEDY RICHARD C	Sum Tax Refund 80-53-470-015-00	346.59
01/08/2016	1	53277	001331	LAKE MICHIGAN MAILERS	MAILING FEES C-378	10,000.00
01/08/2016	1	53278	001373	LAWN BOYS INC	CHRISTMAS LIGHTS FOR DOWNTOWN	4,200.00
01/08/2016	1	53279	MISC	MANISTEE MAMA SPORT FISHING & GUID	Sum Tax Refund 80-53-910-194-00	15.09

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/08/2016	1	53280	MISC	MANISTEE MAMA SPORT FISHING & GUID	Win Tax Refund 80-53-910-194-00	3.75
01/08/2016	1	53281	003136	CHRIS MAY	FOOD REIMBURSEMENT	47.23
01/08/2016	1	53282	001607	MICHIGAN ELECTRIC COOPERATIVE	TECHNICAL TRAINING WORKSHOP ENERGY OPTIMIZATION DUES & MORGAN MARKET	250.00 <u>2,435.00</u>
						2,685.00
01/08/2016	1	53283	001621	MICHIGAN MUNICIPAL LEAGUE	CITY QUARTERLY SUTA PAYMENT	1,672.38
01/08/2016	1	53284	001675	MIDWEST CIVIL ENGINEERS INC	COOK STREET WATER MAIN PROJECT	1,742.50
01/08/2016	1	53285	UB REFUND	MOORE, RUEBEN R	UB refund for account: 11400000	280.06
01/08/2016	1	53286	MISC	PLECHATY ROSALIE M & MARK W	Sum Tax Refund 80-53-184-050-00	3,521.56
01/08/2016	1	53287	002132	REPUBLIC SERVICES #646	DISPOSAL SERVICES 3-0646-1033150	1,665.74
01/08/2016	1	53288	002144	RESCO	SUPPLIES	906.48
01/08/2016	1	53289	MISC	SCHOLL GREGORY J	Sum Tax Refund 80-53-130-075-00	319.57
01/08/2016	1	53290	002267	SECANT TECHNOLOGIES	MONTHLY MANAGEMENT FEE	4,307.50
01/08/2016	1	53291	UB REFUND	SMITH, IRENE P	UB refund for account: 31519011	96.27
01/08/2016	1	53292	002386	SOUTH HAVEN AREA CHAMBER	FARM MARKET COSTS	242.20
01/08/2016	1	53293	MISC	SOUTH HAVEN COMMUNITY HOSPITAL	Sum Tax Refund 80-53-620-003-00	4,034.90
01/08/2016	1	53294	002424	SOUTH HAVEN/CASCO	MONTHLY REU DEBT CHARGES MONTHLY REU & O & M CHARGES	78,668.68 <u>9,511.92</u>
						88,180.60
01/08/2016	1	53295	002453	SPENCER MANUFACTURING, INC	WELD EXTENSION TABS TO TAILGATE LOCKS	133.00
01/08/2016	1	53296	002478	STAPLES ADVANTAGE	SUPPLIES	183.03
01/08/2016	1	53297	002499	STATE OF MICHIGAN - MDEQ	WATER TESTS	595.00
01/08/2016	1	53298	MISC	STEPHENSON GAYLORD A & PATRICIA C	Sum Tax Refund 80-53-899-012-00	2,488.84
01/08/2016	1	53299	MISC	SU CASA RESTAURANTE	FOOD	257.00
01/08/2016	1	53300	MISC	SU CASA RESTAURANTE	FOOD	130.00
01/08/2016	1	53301	002645	TRACTOR SUPPLY CREDIT PLAN	SUPPLIES ACCT#6035 3012 0016 6427 SUPPLIES ACCT#6035 3012 0016 6427 SUPPLIES ACCT#6035 3012 0016 6427 BOOTS ACCT#6035 3012 0016 6427 BOOTS ACCT#6035 3012 0016 6427 SUPPLIES ACCT#6035 3012 0016 6427 SUPPLIES ACCT#6035 3012 0016 6427 BOOTS ACCT#6035 3012 0016 6427 SALT SPREADER & TOOL BOX ACCT#6035 3012	31.97 9.98 49.41 169.99 84.99 49.98 54.41 127.49 <u>399.98</u>
						978.20
01/08/2016	1	53302	MISC	TWELVE CORNERS WINERY WINE TASTING	Sum Tax Refund 80-53-910-155-00	18.82
01/08/2016	1	53303	MISC	TWELVE CORNERS WINERY WINE TASTING	Win Tax Refund 80-53-910-155-00	0.03
01/08/2016	1	53304	002728	USA BLUE BOOK	LAB SUPPLIES	567.35
01/08/2016	1	53305	002752	VAN BUREN COUNTY DRAIN	NORTH PHOENIX & PETERSON DRAIN SPEC. ASS	5,159.57
01/08/2016	1	53306	UB REFUND	WATKINS, MELISSA J	UB refund for account: 20021103	93.00
01/13/2016	1	53307	003103	FORREST BOOTHE	OPERATOR LICENSE RENEWAL	95.00
01/13/2016	1	53308	003213	DALE CLAYTON	MILEAGE REIMBURSEMENT	64.80
01/13/2016	1	53309	UB REFUND	DAVE DUSENDANG CUSTOM HOMES	UB refund for account: 15147000	75.43
01/13/2016	1	53310	MISC	KOOPSEN JEAN M PRIMARY TRUSTEE	Win Tax Refund 80-53-808-012-50	738.62
01/13/2016	1	53311	UB REFUND	MARTELLI, MARGARET S	UB refund for account: 20089023	68.90
01/13/2016	1	53312	001853	NORTHERN FIRST AID	FIRST AID SUPPLIES - WWTP	18.99
01/13/2016	1	53313	UB REFUND	PLANET HOME LENDING LLC	UB refund for account: 21031001	221.54
01/13/2016	1	53314	UB REFUND	QSP-SH MOBILE HOME PARK	UB refund for account: 10650502	40.86
01/13/2016	1	53315	UB REFUND	SEVERINGHAUS, RICHARD L	UB refund for account: 10068010	96.65
01/13/2016	1	53316	002599	THAYER INC	PARKS SUPPLIES	40.77
01/13/2016	1	53317	MISC	WHITEFORD SCOTT A & KARINE E	Win Tax Refund 80-53-615-003-00	504.71
01/13/2016	1	53318	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	11.51

01/13/2016 12:06 PM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 01/05/2016 - 01/13/2016

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MAINTENANCE SUPPLIES	26.08
					MAINTENANCE SUPPLIES	16.19
					MAINTENANCE SUPPLIES	1.79
					MAINTENANCE SUPPLIES	26.51
					MAINTENANCE SUPPLIES	67.49
						<u>149.57</u>

1 TOTALS:

Total of 71 Disbursements:

907,438.33

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
01/18/2016	1	53319	000014	ABONMARCHE CONSULTANTS INC	MAINTENANCE DREDGING PERMIT SERVICES BLACK RIVER PARK - RBEG PARKING LOT 2015 STREET RESURFACING PROJECTS - CENTE DEMOLITION FOR OVERTON FACTORY PROJECT 1 SOUTHSIDE MARINA EXTERIOR IMPROVEMENTS 220 AYLWORTH-BOHN BUILDING WOODHAMS FORD SITE PLAN REVIEW	500.00 1,000.00 664.13 224.75 2,277.50 2,013.25 2,152.50 <u>8,832.13</u>
01/18/2016	1	53320	000050	ALEXANDER CHEMICAL CORP	CHEMICALS CHEMICALS	1,000.91 1,942.00 <u>2,942.91</u>
01/18/2016	1	53321	003383	APPLIED IMAGING	MONTHLY CONTRACT 01/08 - 02/07/16	30.90
01/18/2016	1	53322	000161	ASPLUNDH TREE EXPERT CO	SPRAYING SPRAYING	4,932.80 4,932.80 <u>9,865.60</u>
01/18/2016	1	53323	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720 REPAIR/MAINT SUPPLIES- ACCT #23300720	53.89 9.68 <u>63.57</u>
01/18/2016	1	53324	000187	BADGER DAYLIGHTING CORP	HYDRANT DEPOSIT REFUND	500.00
01/18/2016	1	53325	000285	BLOOMINGDALE COMMUNICATIONS	BCI BUSINESS INTERNET	3,102.95
01/18/2016	1	53326	000372	C.C. JOHNSON & MALHOTRA PC	WWTP IPP PROGRAM	1,268.56
01/18/2016	1	53327	000430	CENTURY LINK	LONG DISTANCE	51.55
01/18/2016	1	53328	000471	CITY PLUMBING & HEATING CO	MAINTENANCE AGREEMENT - PSB MAINTENANCE AGREEMENT - CITY HALL	1,982.00 1,030.00 <u>3,012.00</u>
01/18/2016	1	53329	000505	COMPTON INC	CURB, GUTTER & HANDICAP RAMP WORK - BASE CURB & GUTTER WORK - WALNUT & BROCKWAY CLEANOUT SLUDGE DRYING BEDS & REPLACE SA DRIVEWAY APRON - 13 AYLWORTH COOK STREET WATERMAIN IMPROVEMENTS	9,588.12 6,780.25 17,396.98 1,500.00 10,875.00 <u>46,140.35</u>
01/18/2016	1	53330	000514	CONSTRUCTION ASSOCIATES INC	BUILDING INSPECTIONS	6,287.31
01/18/2016	1	53331	000716	EJ USA INC	SUPPLIES SUPPLIES	2,467.50 2,529.45 <u>4,996.95</u>
01/18/2016	1	53332	000718	ELECSYS INTERNATIONAL CORP	MONTHLY MAINTENANCE	267.00
01/18/2016	1	53333	000764	FASTENAL COMPANY	SUPPLIES	702.65
01/18/2016	1	53334	000772	FENCE CONSULTANTS OF WEST MICH	FURNISHED & INSTALLED FENCE	3,468.00
01/18/2016	1	53335	000807	FLEMING BROS OIL CO INC	FUEL	920.02
01/18/2016	1	53336	000843	FRONTIER	TELEPHONE 269-637-1402-071613-5	112.22

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					TELEPHONE 269-637-3649-041905-5	48.55
					TELEPHONE 269-637-7926-011395-5	35.02
					TELEPHONE 269-637-1386-071613-5	58.56
					TELEPHONE 269-639-1795-082214-5	64.60
						<u>318.95</u>
01/18/2016	1	53337	000872	GEMPLER'S	SUPPLIES	428.40
					SUPPLIES	71.60
						<u>500.00</u>
01/18/2016	1	53338	000963	GRP ENGINEERING INC	ENGINEERING SERVICES	141.62
					CORE CITY SEC PHASE 3	8,185.21
					PHOENIX RD SUB TRANS #2 DESIGN	5,000.00
						<u>13,326.83</u>
01/18/2016	1	53339	001120	HYDRO DESIGNS INC	CROSS CONNECTION CONTROL PROGRAM	995.00
01/18/2016	1	53340	001141	INDIANA MICHIGAN POWER	COVERT ELECTRIC 044-832-292-1-9	66.69
					COVERT ELECTRIC 040-008-013-1-8	30.64
						<u>97.33</u>
01/18/2016	1	53341	001171	J & L ORCHARD SUPPLY LLC	SUPPLIES	32.60
01/18/2016	1	53342	001186	JENSEN'S EXCAVATING INC	CRUSHED CONCRETE & SAND FILL	2,320.00
01/18/2016	1	53343	001196	JOHN'S STEREO INC	BATTERIES	11.98
					SUPPLIES	66.97
						<u>78.95</u>
01/18/2016	1	53344	001225	KALIN CONSTRUCTION CO, INC	DYCKMAN AVENUE RECONSTRUCTION	5,364.07
01/18/2016	1	53345	003332	KORTERRA	KORWEB ANNUAL SERVICE FEES	2,800.00
01/18/2016	1	53346	001353	LANDFILL MANAGEMENT CO	WASTE HAUL	8,100.86
01/18/2016	1	53347	001467	MARK A MANNING	ATTORNEY SERVICES	560.00
01/18/2016	1	53348	001544	MENARDS	MAINTENANCE SUPPLIES	27.07
					MAINTENANCE SUPPLIES	38.99
					MAINTENANCE SUPPLIES	39.99
					MAINTENANCE SUPPLIES	44.99
						<u>151.04</u>
01/18/2016	1	53349	001618	MICHIGAN MUNICIPAL ELECTRIC	2016 MEMBERSHIP DUES	13,924.00
01/18/2016	1	53350	001657	MICHIGAN TOWNSHIP SERVICES	ELECTRICAL INSPECTIONS	1,710.00
01/18/2016	1	53351	003353	MLIVE MEDIA GROUP	EMPLOYMENT ADVERTISING	1,035.50
01/18/2016	1	53352	001888	OKUN BROTHERS SHOES	BOOTS	99.71
01/18/2016	1	53353	001948	PAT'S PRONTO PRINT	WINDOW CLINGS	7.00
01/18/2016	1	53354	001989	PHOENIX STREET CAFE	FOOD	670.00
01/18/2016	1	53355	002002	PLUMBER'S PORTABLE TOILETS	RENTALS	140.00
01/18/2016	1	53356	002020	POWER LINE SUPPLY CO	MAINTENANCE SUPPLIES	1,643.65
					MAINTENANCE SUPPLIES	2,695.99
					MAINTENANCE SUPPLIES	2,222.40
					MAINTENANCE SUPPLIES	557.96
					MAINTENANCE SUPPLIES	170.98
						<u>7,290.98</u>
01/18/2016	1	53357	002132	REPUBLIC SERVICES #646	DISPOSAL SERVICES 3-0646-1079814	115.66

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					DISPOSAL SERVICES 3-0646-9646005	29,222.07
					DISPOSAL SERVICES 3-0646-1079813	3,107.85
						<u>32,445.58</u>
01/18/2016	1	53358	002361	SMITH'S CONCRETE CUTTING	CONCRETE CUTTING	325.00
					CONCRETE CUTTING	325.00
						<u>650.00</u>
01/18/2016	1	53359	002453	SPENCER MANUFACTURING, INC	LABOR TO REPAIR ICE RINK WALLS	340.00
01/18/2016	1	53360	002665	TREECORE	TREE WORK	18,199.50
01/18/2016	1	53361	002724	UPS STORE #5080	SHIPPING FEE	24.61
					SHIPPING FEE	40.98
						<u>65.59</u>
01/18/2016	1	53362	002728	USA BLUE BOOK	LAB SUPPLIES	690.44
01/18/2016	1	53363	002815	VREDEVELD HAEFNER LLC	COMPLETION OF AUDIT	1,000.00
01/18/2016	1	53364	002936	WINKEL'S COMMUNICATION INC	RADIO SYSTEM MAINTENANCE NOV - DEC 15	390.00
01/18/2016	1	53365	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	77.38

1 TOTALS:

Total of 47 Disbursements:

205,833.76

Planning Commission

Regular Meeting Minutes Thursday, December 3, 2015 7:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Paull at 7:00 p.m.

2. Roll Call

Present: Frost, Gruber, Heinig (7:26 p.m.), Miles, Stimson, Webb, Paull
Absent: Peterson, Smith

Motion by Gruber, second by Miles to excuse Heinig, Peterson, and Smith.

All in favor. Motion carried.

3. Approval of Agenda

Motion by Stimson, second by Gruber to approve the agenda moving Item #7A after #5.

All in favor. Motion carried.

4. Approval of Minutes – November 5 and November 13, 2015

Motion by Frost, second by Stimson to approve the November 5, 2015 Regular Meeting Minutes and the November 13, 2015 Special Meeting Minutes as written.

All in favor. Motion carried.

5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

Paull requested all comments to be kind and there be no attacks on other people. Pointed out that there are officers in the room, and said if he does not like the attitude he will have them clear the room.

Maureen Moravec, 1034 Midway Drive: Spoke about the number of registered voters for the city elections in South Haven; the amount of money brought in for 2014 homestead taxes, non-homestead taxes and business taxes, noting this is the tax base the city of South Haven works off of.

Steve Runkle, 16 Pine Street: Thanked those working on the rental ordinance. Spoke about wanting to see a seven (7) day minimum required for short-term rentals, suggesting anyone wanting to stay for a shorter length of time can stay at a hotel or bed and breakfast.

Dorothy Appleyard, 806 Wilson Street: Spoke about Zoning Ordinance amendments. Supports a rental registration ordinance and fees to cover the cost of registration and inspection to ensure safety to renters and the surrounding neighborhoods.

Elaine Herbert, 140 North Shore Drive: Thanked the commission for working on the rental ordinance. Spoke about not being aware of any meetings or anything being done. Thanked Chairman Paull, for many years of asking for a rental ordinance. Spoke about wanting a zoned community and a promise that those of us who live in neighborhoods will live in neighborhoods and those who have businesses will do that in 'business-hoods'.

Michelle Reineck, 98 Erie Street: Spoke about owning her house with her husband for twenty-five years. Spoke about great changes which she is grateful for such as the South Beach improvements and neighborhood changes that make life difficult such as the eruption of party houses.

Joan Hiddema, 212 Monroe: Spoke about living two blocks from the blue stairs and since her husband owned a dental business and they own two houses so they pay homestead, non-homestead and business taxes. Spoke about their affiliation with many local boards, museums and organizations and support of milages. Spoke about worrying about their house getting burned down and their health being jeopardized by the smoke from open fires.

Susan Ryan, 37 Cass Street: Spoke about the commission reviewing site plans for construction for a new family home on St. Joseph Street. Spoke about meeting the new family; number of children in the neighborhoods; support of the doctor's practice and the local hospital.

Barb Calhoun, 862 Monroe Boulevard. Spoke about RM-1 and asked when this became a place for twenty-five (25) people who are not related and keeping R-1 for single family and not allowing unrestricted hotels in neighborhoods.

7. a. Other Business – Site Plan Review for 800 St. Joseph Street.

Anderson responded to Chair Paull's question regarding the document that has been prepared outlining all restrictions of the moratorium, including an affidavit signed by the owner, notarized by the register of deeds and filed with the city.

Motion by Gruber, second by Stimson to open the public hearing.

All in favor. Motion carried.

Paull asked if there was anyone who wished to address this issue.

Matthew O'Sullivan, Builder: Spoke about several reasons for this home to be approved for construction.

Elaine Herbert, 140 North Shore Drive: Welcomed this family and their big house. Spoke about liking big houses; living in a big house; building her big house and focusing on site plan review by working within the zoning ordinance.

Motion by Miles, second by Gruber to close the public hearing.

All in favor. Motion carried.

Gruber: Spoke of his hope that Matt O'Sullivan gets the opportunity to build more houses in the future, even a large enough house to provide more parking spaces. The proposed plan is providing a lot more than two (2) parking spaces; at least two in the garage and four (4) on the driveway.

Paull said procedurally since this house is exempted from normal procedure because of the moratorium; we are making a decision, not a recommendation.

Motion by Stimson, second by Frost to accept and approve the site plan review for new house at 800 St. Joseph.

All in favor. Motion carried.

6. New Business – Public Hearing on Proposed Zoning Ordinance Amendments

Paull introduced the background regarding these amendments and asked Anderson to review the summary.

Anderson stated these amendments were started four (4) years ago and this summary represents about half of the ordinance. She instructed that they did not have to do this as one complete document, nor did they have to go through each item with an individual motion. She explained there were a number of options.

ARTICLE II – Definitions Anderson noted that several definitions were added along with some Zoning Board of Appeals (ZBA) interpretations and that the city attorney, during the course of litigation, wrote up some definitions for us. Anderson reviewed some of the definitions, including Access, Building height and Open Air business.

Anderson explained that the new height definition pertains mostly to mansard, flat roofs and the elimination of half story reference. The accompanying illustration was changed, too. This was changed to change the way mansard and flat roofs are measured.

ARTICLE IV - Single Family Residential section lot width and depth were added for flag lots, which are narrow at the front and widen in the back. Previously, flag lots were defined in the Zoning Ordinance but there were no regulations for them.

ARTICLE VI - Central Business District use list was streamlined. This allows a little more flexibility as new uses arise. Anderson noted this change takes bulk out of the ordinance but provides the same care with what is allowed in each district.

ARTICLE VII - Neighborhood Business (B-1) New commercial building size limits reflect the zoning ordinances call for businesses in this zone to be on a neighborhood

scale. As with the CBD, the B-1 use list was shortened and like was lumped with like. Some of the businesses remain in a separate category include home businesses, ATMS, recreation centers, convenience stores not larger than 3,000 square feet and dwellings above permitted commercial uses.

ARTICLE VIII - General Business (B-2) Slightly larger businesses are permitted than in the neighborhood business zone, such as personal service businesses and retail businesses up to 5,000 square feet.

ARTICLE IX - Waterfront Business (B-3) Due to recent review and changes to this category, no other changes than use consolidation were made to this section.

ARTICLE X - Major Thoroughfare Businesses (B-4) Deleted adult entertainment businesses from this zone. "We have to provide a location for adult entertainment businesses, but by allowing them in B-4 we are opening the door to a business near Walmart, Meijers and other family businesses, and that is not a good place for adult entertainment businesses.

ARTICLE XI – General Industrial (I-2) Adult entertainment facilities have been added to the permitted use lists in this zone.

ARTICLE XII - Professional business (PB-1) Since this zone is home to some medical and dental offices, pharmacies and medical supply stores have been added to the zone use list.

ARTICLE XIV - Site Plan Review Submittal requirements have been reduced when electronic copies are available. The planning commission or zoning administrator will now be permitted to require traffic studies for new projects. Costs of such studies will be the responsibility of the applicant, not the city.

ARTICLE XVIII - Parking and Loading Spaces The Planning Commission may allow some parking area set aside as green space when the applicant can show that the required number of spaces is excessive. The Meijer site plan review brought this to light; they could provide us evidence that they did not need all required parking. Meijer did get a variance; it might have been better to put the extra space into green space, if needed later, it would be available, but in the meantime would provide more green space.

Retail and commercial parking requirement has been reduced from one space for every 150 square feet of usable floor space to one space for every 250 feet of usable floor area. The amount of parking recommended now is on line with other communities.

Parking space dimensions amended per the city engineer. There are new graphics to accompany the revised text.

There were several other parking requirement changes but the most notable is the ordinance requirement for a residential single family and two family homes have two parking spaces for each unit with three (3) or less bedrooms and single family residences with four (4) or more bedrooms add one (1) additional space for each additional bedroom.

Also included is a requirement for area of residential off-street parking for more than (4) vehicles to be located on a pervious surface other than gravel.

Anderson noted that the half story reference has been deleted from all residential zones. This has been a problem for a long time; the definition was such that it easily turned into a third story. Going without the third story and requiring a height limit of thirty-five feet (35') is much cleaner and easier and brings down the mass of such structures.

Anderson pointed out that this is about half of the ordinance; we have been focusing so heavily on the rental ordinance, we wanted to move this forward.

Stimson noted that some comments came in after this was posted to the website; one was that it might be better if adult entertainment be limited to the I-2 zone, which is more heavy duty opposed to light and because of the location of that zone in the city. Stimson would like to propose that be added.

Anderson responded that there is sense to that suggestion and pointed out that the light industrial (I-1) is at all of the interchanges and the three (3) major entrances to the city while the I-2 zone is located within the industrial parks.

Heinig questioned definition for flag lot to which Anderson responded that there was an illustration but no definition; flag lots should be defined.

Motion by Gruber, second by Miles to open the public hearing.

All in favor. Motion carried.

Dorothy Appleyard, 806 Wilson Street. The building heights in residential zones are thirty-five feet (35') to the peak and thirty feet (30') for mansard or flat roof. Spoke about the Issue she has is builders being creative and coming forward with an almost flat little peak. Asked if something can be added to define pitch so that possibility could be eliminated.

Paull asked for clarification of the possibility being referred to and Appleyard explained.

Appleyard: Requested considering expanding setbacks for accessory uses from three feet (3') to six (6') whenever possible particularly in confined building lots where neighbors may also have three foot (3') setbacks for accessory structures already in place. Spoke about concerns that the additional parking spaces required for additional bedrooms in residential zones could result in a parking lot. Spoke about the need for language providing buffering for noise and lights. Requested that pools be considered in total lot coverage. Questioned recreation in residential zones but as time was up she will address that later.

Mary Lynn Bugge, Gabriel Drive: Spoke of being on the Planning Commission when some of these amendments were first discussed; that she sent Linda Anderson a list of suggestions. Bugge enumerated a number of those suggestions.

Connie Schaffer, North Shore Drive. Spoke about parking problems with renters, not calling the police, having questions about where renters are parking, beach parking

overflowing into neighborhoods and parking for nine hours, parking on both sides of North Shore Drive obstructing two-way traffic and the ability to get out of her driveway.

Paull said part of that problem has to do with a clear understanding of how we communicate this to police and dispatch.

Elaine Herbert. Spoke about having one of the last remaining corners in South Haven that is designated B-1 and wanting to know clearly what can and cannot be done as far as business in the neighborhood districts. She also asked about parking requirements for B-1, and noted that the Zoning Ordinance states that anything that comes in front of the city of South Haven that needs to be built from single family home to R-1 district, no matter what it is, has to go to Planning Commission for site plan review.

Motion by Gruber, second by Heinig to close the public hearing.

All in favor. Motion carried.

Paull noted it is time for the commission to discuss the amendments and restated that they can decided to do nothing, recommend a few amendments to city council for approval or recommend all of the amendments that have been discussed. Paull suggested that the recommendation regarding adult entertainment in the I-2 would be most appropriate.

Anderson said Bugge gave her some edits and additions, most are housekeeping, things that were bold that should not have been, so could be cleaned up before it goes to City Council. The issue of removing adult entertainment from I-1 should be part of any motion.

Stimson questioned building height and limiting single family houses to two (2) stories. Anderson responded that a third story reference in the R1-A, B and C districts has been removed from the ordinance. Frost explained that removing it from the ordinance does not mean we can leave it alone; we need to recommend that. Stimson asked if saying two stories does not cover that. Gruber asked if the amendments could be recommended to city council and continue more tweaks later.

Frost said we heard concern about not adding parking spaces and creating a parking lot. Gruber said we are looking at the current home. Anderson said counting toilets was a better way to determine how many parking spaces are needed. Frost said he thinks square footage would be a better measure because a house could be designed with eight (8) dens and four (4) bedrooms.

Paull said they are valid thoughts and could and should be dealt with individually.

Stimson said can we send some on and refine some of the questions later. Paull said that would be his feeling but not sure how we want to pull those out.

Gruber said there is a lot of work that has been done in these four (4) years, thinks especially with the height and some other things send it on to City Council, give some direction. The parking one is tough, but is something that would be okay to go forward.

Motion by Stimson to send the amendments on to City Council for approval in its existing status except for adult entertainment facilities being limited to the I-2 zone and any necessary clerical changes staff may need to make. Second by Miles.

Paull said we have some concerns on Frost's part which need to be corrected as soon as possible.

A roll call vote was taken:

Ayes: Gruber, Heinig, Miles, Stimson, Webb, Paull

Nays: Frost

Motion carried.

7b. Meeting Calendar for 2016.

Anderson noted that Planning Commission meetings are normally scheduled for the first Thursday of each month and pointed out two months where that could be problematic.

The first Thursday in April falls on April 7th, which is during Spring Break for South Haven Schools. Anderson suggested scheduling the meeting for the following Thursday, April 14.

The first Thursday in July falls on July 7, after the Independence Day holiday, which in 2016 falls on Monday. After discussion the commission agreed to schedule the July meeting on Thursday, July 14.

Motion by Gruber to adopt the proposed calendar for 2016 as presented with change in July to the 14th. Second by Stimson.

All in favor. Motion carried.

7. Commissioner Comments

There were none.

8. Adjourn

Motion by Heinig, second by Gruber to adjourn at 8:15 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



Agenda Item # 5

Consideration of Monroe Boulevard Property Park Addition

Background Information:

The City Council will be asked to consider action which, if approved, will provide protections to the four recently acquired Monroe Boulevard bluff properties. The Council will be asked to consider a motion to approve an ordinance which designates the four recently acquired Monroe Blvd. bluff properties into the city's park system, as part of the established South Beach Park.

The Council has already taken action on the approval of Resolution 2016-03, a resolution approving the four declarations of restrictions, which provides deed restrictions to the four individual properties. Those deed restrictions ensure that no construction can occur on the properties, and the views are maintained.

Additionally, the Council is being asked to consider the approval of an ordinance which designates the four parcels as part of the city's park system, as part of the established South Beach Park. The benefit of the adding the properties into the park system ties to the City Charter, which states in Section 12.1 Purchase and sale of property:

The City may not sell any park, cemetery or any part thereof, as legally described upon adoption of this charter, unless approved by three-fifths (3/5) of the electors voting thereon at any general or special election. Any future property designated by the Council by ordinance to be a park or cemetery shall be subject to the same restrictions.

On Wednesday, December 30, 2015, the city took ownership of the four privately-owned, undeveloped parcels along Monroe Blvd. The properties are highly valued due to their offering of unobstructed scenic views of Lake Michigan. As part of the effort to acquire the parcels, the city worked with the State of Michigan to acquire grant funding to assist with the purchases. As part of the grant effort, the city agreed to acquire the four parcels and to 1) add the land to the park system; 2) ensure preservation of natural resources; and 3) offer an additional recreation opportunity to the public. For tonight's meeting, the proposed action will help accomplish the stated goals.

Recommendation:

The City Council should consider a motion to approve an ordinance which designates the four recently acquired Monroe Blvd. bluff properties into the city's park system, as part of the established South Beach Park.

Support Material:

DRAFT Park Adoption Ordinance
Monroe Property Map

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO ADD A NEW SECTION 58-3 OF THE CODE OF
ORDINANCES, CITY OF SOUTH HAVEN, MICHIGAN, TO DESIGNATE
REAL PROPERTY AS PART OF SOUTH BEACH

The City of South Haven Ordains:

SECTION 1

Addition. That Section 58-3 is added to the Code of Ordinances, City of South Haven, Michigan, to read as follows:

Sec. 58-3. Additions to South Beach.

(a) The following properties are designated as part of South Beach and are subject to the same restrictions as the land designated in Section 1.1(12) of the City Charter:

(1) A strip of land 78 feet in width North and South off the North side of Block 5, Jay R. Monroe Subdivision of Block 49 and Chestnut Street.

Commonly known as: 552 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-050-00

(2) The South 62 feet of the North 140 feet of Block 5, J. R. Monroe Subdivision of the City of South Haven.

Commonly known as: 556 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-051-00

(3) Commencing on the West side of Monroe Boulevard 51.35 feet Northerly of the Northwest corner of Clinton Street and Monroe Boulevard, thence West to Lake Michigan, thence North 50 feet, thence East to Monroe Boulevard, thence Southerly to beginning, Original Village Plat, Block 49.

Commonly known as: 560 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-052-00

(4) The South 50 feet wide of Block 5 of Jay R. Monroe Subdivision of Block 49 and Chestnut Street.

Commonly known as: 568 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-053-00

SECTION 2

Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect 10 days after its adoption or upon publication of the notice of adoption, whichever occurs later.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Introduced: _____, 2016

Adopted: _____, 2016

Published: _____, 2016

Effective: _____, 2016

Robert Burr, Mayor

CERTIFICATION

I, Amanda Morgan, Clerk of the City of South Haven, Van Buren and Allegan Counties, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the ___ day of _____, 2016; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the ___ day of _____, 2016.

Amanda Morgan, City Clerk



City of South Haven

BOARD AND COMMISSION APPLICATION

Name KEVIN S. WHITEFORD Phone [REDACTED]

Address [REDACTED]
Street City State Zip

E-Mail Address [REDACTED]

Resident of City? (Circle One) Yes No If Yes, how long: CORP HEAD QUARTERS SINCE 2009

Board or Commission Applying for: DDA

Qualifications: I HAVE BEEN DEVELOPING COMMERCIAL REAL ESTATE ALONG WITH SOME RESIDENTIAL REAL ESTATE SINCE 1999. I BRING EXPERIENCE IN BUSINESS FROM WORK THAT I HAVE DONE IN ALL 50 STATES AND 33 COUNTRIES. I HAVE SIGNIFICANTLY GROWN WHITEFORD WEALTH MANAGEMENT, INC. LOCATED IN SOUTH HAVEN TO WHERE WE ARE CURRENTLY SERVING PEOPLE IN 15 STATES ALL SINCE OPENING UP IN 2009.

I believe I can benefit the City of South Haven by serving on a board and commission because: THE QUALIFICATIONS I BRING TO THE GROUP

Signature [Handwritten Signature] Date 12-10-2015

Return Application to:
City of South Haven
Attn: Clerk's Office
539 Phoenix Street
South Haven, MI 49090
Fax: (269) 637-5319
Phone: (269) 637-0750

For Office Use Only:	
Appointed	_____
Term Expires	_____
Letter Mailed	_____



License Agreement Request 308 Kalamazoo Street

City of South Haven

Background Information:

The owner of 308 Kalamazoo Street, Richard Plese, is requesting a license agreement to replace two (2) second floor balconies at that property with balconies that extend four feet (4') over the Kalamazoo Street public sidewalk as opposed to the current sixteen inch (16") encroachment. The width of the balconies will remain at eight feet (8') each.

The balconies will be at least ten feet above the sidewalk and bracing will be at least eight feet above the sidewalk. The attachment of the balconies will need to at the least meet the current state construction code.

Recommendation:

Staff recommends approval of the license agreement.

Support Material:

Complete application

**LICENSE AGREEMENT
BETWEEN
THE CITY OF SOUTH HAVEN
AND
RICHARD PLESE
308 KALAMAZOO STREET**

This Agreement is made between the City of South Haven, a Michigan home rule city, of 539 Phoenix Street, South Haven, Michigan 49090-1499 (the "City"), and Richard Plese (the "Leaseholder") with respect to the following facts and circumstances.

RECITALS

A. Kalamazoo Street is a public street within the corporate limits of the City.

B. Leaseholder has an ownership interest in a building and land commonly known as 308 Kalamazoo Street, South Haven, Michigan ("Leaseholder's Parcel"), in which the building owner conducts a business.

C. Leaseholder desires to continue the use of certain additions and improvements to the building on the Leaseholder's Parcel which additions and improvements would encroach upon the right-of-way of Kalamazoo Street.

D. The City is willing to permit such improvements and additions subject to the terms and conditions of this Agreement.

NOW, IN CONSIDERATION of the covenants contained in this Agreement, the City grants to Leaseholder a License as provided below:

1. License. The City licenses the use to the Leaseholder and the Leaseholder accepts the License from the City of the use of the premises located in the City of South Haven, Van Buren County, Michigan described in attached Schedule A (the "Licensed Premises"). Specifically, the Leaseholder is asking to increase the public encroachment of two (2) existing balconies from sixteen inches (16") to four feet (4').

2. Term. The term of this License shall commence on -----, 2015 and will terminate at midnight on -----, 2035 unless earlier terminated or revoked as provided below.

3. Use. The Licensed Premises shall be used by the Leaseholder to erect and/or to continue the location of the additions and improvements to the building on the Leaseholder's Parcel as described and depicted on attached Schedule B. The Leaseholder will use the Licensed Premises in a clean, wholesome and lawful manner.

4. Fee. The Leaseholder shall pay the City, its successors and assigns a License Fee of One and no/100 Dollar (\$1.00).

5. No Assignment/Sublicensing. This License is personal with the Leaseholder and does not run with the land. This License shall not be assigned or transferred in any manner by the Leaseholder to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this License to a third party by amendment to this Agreement or by a separate License Agreement.

6. Acceptance of the Premises. The Leaseholder acknowledges and agrees that Leaseholder has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Leaseholder's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis.

7. Compliance with Law. The Leaseholder shall comply with and observe all laws, ordinances, rules, regulations and orders of all public authorities in connection with any improvement, construction, landscaping, maintenance or repairs that he undertakes on the Licensed Premises.

8. Repairs and Maintenance. Leaseholder shall, during the term of this License, and at his sole expense, do and perform all repairs and maintenance necessary to keep the Licensed Premises in a good and safe condition.

9. Improvements, Restoration, Construction Liens. The Leaseholder agrees to continue to occupy the Licensed Premises with the present building situated thereon, and that such building shall be maintained in habitable condition at all times. No improvements shall be made to the Licensed Premises unless the City shall have approved such improvements prior to the performance of work by the Leaseholder or by a contractor approved in writing by the City.

The Leaseholder shall not permit any construction lien to be filed against the fee of the Licensed Premises or against the Leaseholder's interest in the Licensed Premises by reason of work, labor, services, or materials supplied, or claimed to have been supplied, whether prior or subsequent to the commencement of the term hereof, to the Leaseholder. The Leaseholder shall indemnify the City against such liens or other liens arising out of the making of any alteration, repair or additional improvement by the Leaseholder. This Paragraph is not construed as an admission by the City that a construction lien can properly be filed against the Licensed Premises. It is intended solely as additional protection to that afforded by law that no such lien will be enforced against the Licensed Premises. The City will have the right to post the Licensed Premises from any such liens.

10. Public Liability and Indemnity. The Applicant shall carry fire and casualty insurance with an extended coverage endorsement on any improvements placed on or constructed by Applicant on the Licensed Premises equal in amount to the full insurable value of the improvements required to be insured under this Agreement. The Applicant shall indemnify and hold harmless the City and its elected and appointed officials,

employees and agents from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use, omission, occupancy or negligence by or of the Applicant and any of his agents, servants, visitors, licenses or employees, occurring during the License Term or any extended term; and in case any action or proceeding is brought against the City or any of its elected or appointed officials, employees or agents by reason of any such claim, the Applicant, on a timely notice from the City shall resist or defend such action or proceeding by counsel employed by the Applicant which shall include the taking of all permissible appeals, unless full release of the City and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Applicant or Applicant's insurance carrier.

The Applicant shall furnish to the City certificates of insurance or other evidence acceptable to the City indicating that the Applicant maintains a policy or policies of insurance against damage to property in the minimum amount of Fifty Thousand and no/100 Dollars (\$50,000.00) and for bodily injury (including death), in the minimum amount of Three Hundred Thousand and no/100 Dollars (\$300,000.00) for injury to one (1) person, and Five Hundred Thousand and no/100 Dollars (\$500,000) for injury to more than one person, in one (1) accident or occurrence, naming the City as an additional insured. The Applicant shall pay all premiums there on and furnish evidence of payment to the City upon request. (See Schedule C)

11. Casualty. In the event of damage to or destruction of the Licensed Premises by fire, storm or any other casualty or accident, this License shall not terminate if the Leaseholder gives written notice to the City that the Leaseholder desires the License to continue unless the Licensed Premises are so destroyed that it will require material reconstruction. The Leaseholder shall have the right to repair any such damage to a condition proper to the damage; however such repair must be completed within sixty (60) days of the loss. If written notice is not given, or if repairs are not timely completed, the License shall terminate sixty (60) days after the loss. If the damages destroy the building on the Leaseholder's Parcel in whole or in substantial part, then this License shall terminate immediately.

In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Leaseholder or placed on the Licensed Premises by the Leaseholder, which are caused by fire, theft, loss, vandalism or other casualty.

12. Default. The Leaseholder shall be in default of this License Agreement upon the occurrence of the following events: If at any time any fee, insurance premium or other charge or payment payable by the Leaseholder pursuant to the terms of this Agreement shall become in arrears and unpaid for a period of thirty (30) days after notice of default in performance; or if default in Leaseholder's obligations and duties hereunder is not cured within thirty (30) days from written notice of such default, then at the option of the City it may terminate this License Agreement and all rights of the Leaseholder as to the Licensed Premises shall terminate. The City shall also have such other lawful remedies as are required to enforce the terms of this Agreement.

13. Termination. This Agreement and the License granted under it shall terminate upon any of the following events:

A. The expiration of the Term of this Agreement without a written amendment by the parties, renewing or extending this Agreement.

B. At any time by the Leaseholder, upon giving the City fourteen (14) days prior written notice.

C. Immediately upon any default of the Leaseholder without timely cure as provided in Section 12.

D. At the option of the City upon sixty (60) days prior written notice given by the City to the Leaseholder. Further, the City may terminate this License immediately upon verbal or written notice to Leaseholder, where the City determines that the use of the Licensed Premises has become a hazard or presents an imminent risk or danger to the public health, safety and welfare.

E. In accordance with Section 11, upon the destruction in whole or substantial part of the building on Leaseholder's Parcel or upon the damage to or destruction of the Licensed Premises if the Leaseholder does not make timely repairs.

F. Immediately upon the issuance of a judgement, order, rule or regulation of a governmental unit or agency having jurisdiction, other than the City, requiring that the improvements and encroachments be removed from the Licensed Premises.

14. Effect of Termination. Upon termination of this Agreement, the Leaseholder, at Leaseholder's sole expense, shall promptly remove all improvements, additions and materials from the Licensed Premises and restore the Licensed Premises to the condition as existed prior to making use of the Licensed Premises. If the Leaseholder fails to take such action promptly, the City shall be entitled, after giving the Leaseholder seven (7) days prior written notice, to remove all such improvements, additions and materials from the Licensed Premises. Provided that, the City shall not be required to give such notice in the event of an emergency or imminent risk or danger to the health, safety and welfare of the public. Any costs and expenses, including without limitation legal expenses and attorney's fees, incurred by the City in enforcing this Section shall be the responsibility of and paid by the Leaseholder.

15. Leaseholder's Acknowledgements. Leaseholder acknowledges and agrees that the City is the Leaseholder of the Licensed Premises, that the License granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Leaseholder's use under this License may not interfere with the public's rights to the reasonable use of the Licensed Premises. Leaseholder further acknowledges that its

use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

16. Notices. Any notices, reports or statements required to be served hereunder shall be sufficiently given if mailed by first class mail addressed to the City and the Leaseholder at their respective addresses stated above. Notice shall be deemed to have been given upon the date of mailing.

17. No Waiver. The failure of either party to enforce any covenant or condition of this License shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this License shall be deemed to have been waived unless such waiver shall be in writing.

18. Payment. In the event that Leaseholder shall default in his obligations hereunder or become delinquent in the payment of any taxes, insurance or other charges to be paid by Leaseholder under the terms of this Agreement, then City shall have the right at its option, to perform such obligation or pay any such item. Upon such payment or performance by the City, said item shall be deemed an additional License Fee due hereunder and shall be immediately due and payable to the City. This provision shall not relieve Leaseholder of any default.

19. Captions. The captions of this License Agreement are for convenience only and shall not considered as part of this License or in any way limiting or amplifying its terms and provisions.

20. Copies. The License may be executed in two (2) or more counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Laws. This License shall be interpreted and enforced by the Laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this --- day of -----, 2015.

Signed in the Presence of:

CITY OF SOUTH HAVEN
a Michigan home rule city

By: _____

Its: City Manager

LEASEHOLDER,
308 Kalamazoo Street

By: _____

It's: Owner

SCHEDULE A
LEGAL DESCRIPTION

Van Buren County Community Information Center

Parcel 80-53-020-001-20



Close This Window

Van Buren County Property Information

If you have Questions or find Incorrect Information Send an Email.

Jurisdiction: South Haven City
Plate Number: A220B

Owner Name: PLESE RICHARD J & MARY ANN
Parcel Address: 308 KALAMAZOO ST
SOUTH HAVEN, MI 49090
Mailing Address: 231 MEADOW WOOD DR
JOLIET, IL 60431

Property Information

School District: 80010
Current Property Class: 201
Current Assessment: \$83,600
Previous Assessment: \$83,600
Taxable Value: \$83,083
Homestead %: 0%
Calculated Acreage: 0.02

Legal Description

A220B 10-1-17 893-589 955-972 965-567 1096-741 1548-471 1550-255 1588-613 S 35.15' OF E 1/2 LOT 1, BLOCK 20 ORIGINAL VILLAGE OF SOUTH HAVEN

Powered by Community Center™ software from the [Land Information Access Association](#)

SCHEDULE B
PROJECT DESCRIPTION

308 KALAMAZOO

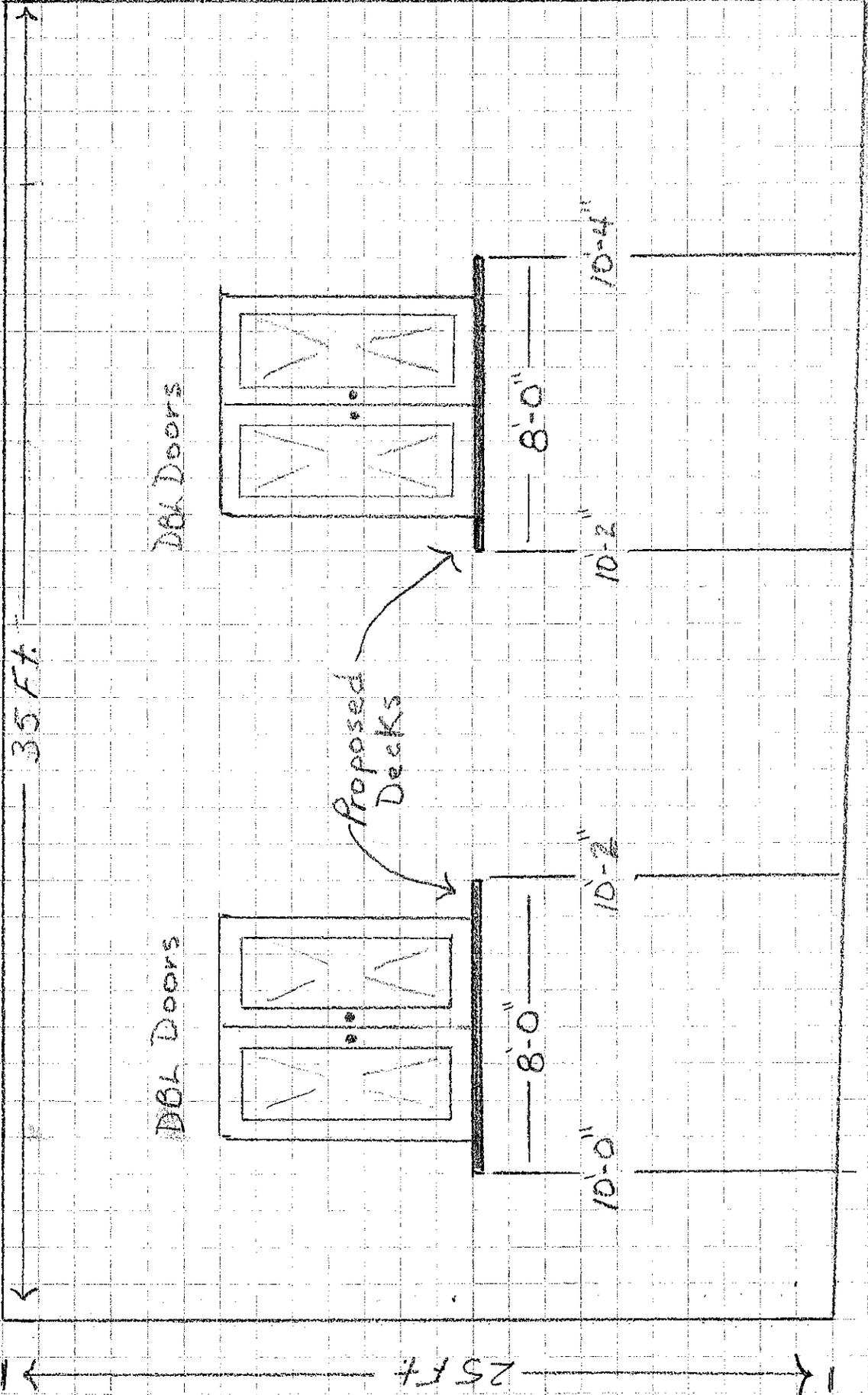
10

1. Existing Balconies are 8 Ft. wide AND 16 in. deep
2. Proposed Balconies are 8 Ft. wide AND 4 Ft. deep.
3. Balconies will be at least 10 Ft. above Kalamazoo Street sidewalk (Refer to drawing)
4. Built of Iron or other suitable metal i.e. Aluminum
5. Designed with knee braces (diagonal supports) NO less than 8 Ft. from sidewalk
6. Railing height, picket and or horizontal fencing will be in accordance with code requirements
7. Threshold and bracing will be affixed to brick with $\frac{5}{8}$ threaded rod
8. Through Rod will have 3x3 metal Plate mortared into Brick work

308 KALAMAZOO

Roof

35 Ft.



DBL Doors

DBL Doors

Proposed Decks

8'-0"

10'-2"

8'-0"

10'-2"

10'-4"

SIDEWALK

25 Ft.

SCHEDULE C
PROOF OF INSURANCE

PRODUCER Phone: (815) 727-2611 Fax: (815) 727-2648

A FAZIO INC.
550 RUBY ST
P O BOX 1248
JOLIET IL 60434-1248

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A Auto Owners Insurance

INSURED
RICHARD J PLESE & MARY ANN PLESE
231 MEADOW WOOD DRIVE
JOLIET IL 60435

COMPANY
B
COMPANY
C
COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	07648762	JUL 12 15	JUL 12 16	BUILDING	\$ 292,400
	CAUSES OF LOSS				PERSONAL PROPERTY	\$ 25,790
	<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> New Construction				New Construction ...	\$
						\$
						\$
	INLAND MARINE				\$	
	TYPE OF POLICY				\$	
	CAUSES OF LOSS				\$	
	<input type="checkbox"/> NAMED PERILS				\$	
	<input type="checkbox"/> OTHER				\$	
	<input type="checkbox"/> CRIME				\$	
	TYPE OF POLICY				\$	
	<input type="checkbox"/> BOILER & MACHINERY				\$	
					\$	
	<input type="checkbox"/> OTHER				\$	

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
308 Kalamazoo St, South Haven MI 49090-1308.
PROPERTY INSURANCE COVERS NEW ADDITIONS TO BUILDING.

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

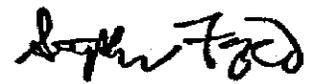
CITY OF SOUTH HAVEN
539 PHOENIX ST
SOUTH HAVEN, MI 49090

ATTENTION:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PRODUCER Phone: (815) 727-2611 Fax: (815) 727-2648

A FAZIO INC.
550 RUBY ST
P O BOX 1248
JOLIET IL 60434-1248

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INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: Cust #2015860

INSURED
RICHARD J PLESE & MARY ANN PLESE
231 MEADOW WOOD DRIVE
JOLIET IL 60435

INSURER A: Auto Owners Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, ADD'L INSR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YY), POLICY EXPIRATION DATE (MM/DD/YY), LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess/Umbrella Liability, Workers Compensation and Employers' Liability, and Other.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
PROPERTY LOCATION 308 S. KALAMAZOO ST., SOUTH HAVEN. THE CITY OF SOUTH HAVEN IS LISTED AS ADDITIONAL INSURED. BUILDING COVERAGE PROVIDES FOR THE CONSTRUCTION OF ADDITIONS, BALCONIES, ETC.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SOUTH HAVEN
539 PHOENIX ST.
SOUTH HAVEN, MI 49090

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AUTHORIZED REPRESENTATIVE

Signature of Steve Fazio

Attention:

**LICENSE AGREEMENT
BETWEEN
THE CITY OF SOUTH HAVEN
AND
RICHARD PLESE
308 KALAMAZOO STREET**

This Agreement is made between the City of South Haven, a Michigan home rule city, of 539 Phoenix Street, South Haven, Michigan 49090-1499 (the "City"), and Richard Plese (the "Leaseholder") with respect to the following facts and circumstances.

RECITALS

A. Kalamazoo Street is a public street within the corporate limits of the City.

B. Leaseholder has an ownership interest in a building and land commonly known as 308 Kalamazoo Street, South Haven, Michigan ("Leaseholder's Parcel"), in which the building owner conducts a business.

C. Leaseholder desires to continue the use of certain additions and improvements to the building on the Leaseholder's Parcel which additions and improvements would encroach upon the right-of-way of Kalamazoo Street.

D. The City is willing to permit such improvements and additions subject to the terms and conditions of this Agreement.

NOW, IN CONSIDERATION of the covenants contained in this Agreement, the City grants to Leaseholder a License as provided below:

1. License. The City licenses the use to the Leaseholder and the Leaseholder accepts the License from the City of the use of the premises located in the City of South Haven, Van Buren County, Michigan described in attached Schedule A (the "Licensed Premises"). Specifically, the Leaseholder is asking to increase the public encroachment of two (2) existing balconies from sixteen inches (16") to four feet (4').

2. Term. The term of this License shall commence on -----, 2015 and will terminate at midnight on -----, 2035 unless earlier terminated or revoked as provided below.

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4. Fee. The Leaseholder shall pay the City, its successors and assigns a License Fee of One and no/100 Dollar (\$1.00).

5. No Assignment/Sublicensing. This License is personal with the Leaseholder and does not run with the land. This License shall not be assigned or transferred in any manner by the Leaseholder to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this License to a third party by amendment to this Agreement or by a separate License Agreement.

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8. Repairs and Maintenance. Leaseholder shall, during the term of this License, and at his sole expense, do and perform all repairs and maintenance necessary to keep the Licensed Premises in a good and safe condition.

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employees and agents from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use, omission, occupancy or negligence by or of the Applicant and any of his agents, servants, visitors, licenses or employees, occurring during the License Term or any extended term; and in case any action or proceeding is brought against the City or any of its elected or appointed officials, employees or agents by reason of any such claim, the Applicant, on a timely notice from the City shall resist or defend such action or proceeding by counsel employed by the Applicant which shall include the taking of all permissible appeals, unless full release of the City and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Applicant or Applicant's insurance carrier.

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12. Default. The Leaseholder shall be in default of this License Agreement upon the occurrence of the following events: If at any time any fee, insurance premium or other charge or payment payable by the Leaseholder pursuant to the terms of this Agreement shall become in arrears and unpaid for a period of thirty (30) days after notice of default in performance; or if default in Leaseholder's obligations and duties hereunder is not cured within thirty (30) days from written notice of such default, then at the option of the City it may terminate this License Agreement and all rights of the Leaseholder as to the Licensed Premises shall terminate. The City shall also have such other lawful remedies as are required to enforce the terms of this Agreement.

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21. Laws. This License shall be interpreted and enforced by the Laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this ---- day of -----, 2015.

Signed in the Presence of:

CITY OF SOUTH HAVEN
a Michigan home rule city

By: _____

Its: City Manager

LEASEHOLDER,
308 Kalamazoo Street

By: _____

It's: Owner



Agenda Item # 8

MNRTF Pump Track Grant Award

Background Information:

The City Council will be asked to consider approval of Resolution 2016-04, a resolution accepting the Michigan Department of Natural Resources, Michigan Natural Resources Trust Fund (MNRTF) grant agreement, for the construction of the proposed “pump track” bicycle park, in the amount of \$42,800.

The City Council adopted the “Fiscal Year 2014-15 Priorities.” As part of the approved priorities, the City Council sought to plan and develop improvements to the proposed park facility.

The city's staff had planned to develop the proposed “pump track” bicycle park using in-house labor and materials, with an intent to minimize project costs. As the park planning progressed, staff delayed the construction of the project, while analyzing the total project costs. At this time, the park plan has a total budget of \$90,100. The city submitted, and received, a grant which seeks \$42,800 from the MNRTF to assist with the park development. As part of the agreement, the city agrees to provide \$47,300 in the form of in-kind labor and materials donations. Staff anticipates being able to provide clay fill for the site, from the upcoming Kalamazoo Street reconstruction. Further, staff anticipates being able to provide existing bike racks, benches, and fencing to the project, which will be used as part of the local matching amount towards the grant. As a result, staff anticipates that the grant award could provide the needed funds to develop the site, with minimal capital outlay for the city.

A “pump track” is constructed of hard packed dirt and equipped with a series of rollers and banked turns. They are typically designed to permit a bicycle rider to traverse a looped course with minimal pedaling. The image shown below is of an existing “pump track.” The design of each “pump track” is unique, thus South Haven's “pump track” will not be exactly like the image shown:



The proposed facility will be located at 1026 E. Wells Street, adjacent to the existing Police/Fire Complex, with the site being accessible from Wells Street. The proposed track will be 1,045 feet in length and cover approximately 55,780 sq. ft. (1.28 acres) of the 7.8 acres available at the property.

The proposed “pump track” will have a 4’ high chain link fence constructed around the perimeter and various shade trees will be installed near the facility. In addition, four parking spaces will be added for park users.

The proposed project has been actively reviewed by the city’s Parks Commission and Planning Commission. Both boards have approved motions to permit the “pump track” development.

Recommendation:

The City Council should consider approval of Resolution 2016-04, a resolution accepting the Michigan Natural Resources Trust Fund grant award in the amount of \$42,800 for the proposed “pump track” bicycle park.

Support Material:

Resolution 2016-04
MNRTF Grant Agreement

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-04

A RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT
OF NATURAL RESOURCES FOR THE CONSTRUCTION OF A BICYCLE PUMP TRACK

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 January 18, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, funds have become available to the Michigan Department of Natural Resources (the "Department") through the Recreation Passport Grant Program to provide grants to local units of government for recreational improvements; and,

WHEREAS, the City of South Haven desires to construct a public bicycle pump track for non-motorized bikes.

WHEREAS, the City of South Haven does hereby accept the Michigan Department of Natural Resources grant award in the amount of \$42,800 for a Recreation Passport Grant for recreation facility development.

BE IT RESOLVED, that the City of South Haven, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of South Haven does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Forty-seven thousand, three hundred (\$47,300) dollars to match the grant authorized by the Department, of which will be an in-kind match.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms not specifically set forth in the foregoing portions of this Resolution.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 18th day of January, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

Amanda Morgan, City Clerk



Michigan Department of Natural Resources - Grants Management
MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT

Project Number: RP15-0057

Project Title: Bicycle Pump Track

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **City of South Haven IN THE COUNTY OF Van Buren County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Director of the Department to receive a grant. In 84 of 2015, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 03/07/2016.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number RP15-0057 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is 01/07/2016 through 03/31/2018, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
 - Landscaping
 - Bike Rack
 - Bench
 - Trash Bin(s)
 - Fence
 - Paved Parking Lot
 - Program Acknowledgement Sign
 - Access Pathway 6' wide or more
 - Recycle Bin(s)

Utilities

Slope restoration

Track grading

6. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Forty-Eight (48%) percent of Ninety Thousand One Hundred (\$90,100.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Forty-Two Thousand Eight Hundred (\$42,800.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Forty-Eight (48%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RGP sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Forty-Seven Thousand Three Hundred (\$47,300.00) dollars** in local match. This sum represents **Fifty-Two (52%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT

and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

- i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of 20 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate

maintenance.

- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- j. To erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. A sign will be provided by the DEPARTMENT. Any replacement sign(s) will be at the expense of the GRANTEE.
- k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2016 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, reimbursement should be submitted for entire amount at completion of the project.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 6/30/2018. If the GRANTEE fails to submit a complete final request for reimbursement by 6/30/2018, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are

consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
 - a. The GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe

use of the property by the public, and

- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

or

- b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and

resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the RGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned both copies together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____
(date)

_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

WITNESSED BY

SIGNED

By _____

1) _____

Print Name: _____

Title _____

2) _____

Date _____

Grantee's Federal ID#

38-6004594

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

WITNESSED BY

By _____

1) _____

Title: Manager, Grants Management

2) _____

Date _____

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the

Signature

Title

Date



Agenda Item # 9

Black River Park Restroom Renovation Grant Award

Background Information:

The City Council will be asked to consider approval of Resolution 2016-05, a resolution accepting the Michigan Department of Natural Resources, Michigan Natural Resources Trust Fund (MNRTF) grant agreement, for the renovation of the Black River Park restrooms, in the amount of \$37,500.

The City has been notified by the MNRTF that it has been awarded the Recreation Passport grant for improvements at the city's Black River Park Boat Launch (BRP.) The existing restroom facility at the BRP is forty years old and was remodeled over twenty years ago, in 1992. It is the only facility within the park and the surrounding area and is utilized by both those parking within the gates and outside of the gates; anyone launching at BRP, or taking advantage of the park itself, all funnel to the single existing facility. While the facility is structurally sound, it is in need of renewed interior furnishings in order to extend the overall life of the restroom and improve universal accessibility. These restroom renovations are just one phase of a larger, master plan upgrade to BRP. The additional upgrades will be funded through various other funding sources and supported by the City of South Haven.

The proposed project includes updating the existing restroom facility interior furnishings to extend the overall life of the restroom. Priority was given to interior furnishings where existing conditions were causing the furnishing to intermittently fail, lose efficiency, or lacked universal accessibility. Existing toilet and urinal partitions will be replaced with recycled plastic partitions. Touchless faucets will replace the existing faucets and new recycled plastic countertops will replace the old. The shower will be reconfigured with a new shower head and hand bar to provide ADA accessibility. Door closures, hardware, and louvers will be upgraded and all light fixtures will be replaced. The exterior of the building will also receive a face-lift including upgrades to the light fixtures, trim, paint, and fascia.

The proposed restroom upgrades will all take place within the existing building structure and no relocation or new construction will be necessary. The city's BRP fund will provide a match of \$12,500 for the project.

Recommendation:

The City Council should consider approval of Resolution 2016-05, a resolution accepting the Michigan Natural Resources Trust Fund grant award, in the amount of \$37,500, for the renovation of the Black River Park restrooms.

Support Material:

Resolution 2016-05

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-05

A RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT
OF NATURAL RESOURCES FOR BLACK RIVER PARK RESTROOM RENOVATION

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 January 18, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, funds have become available to the Michigan Department of Natural Resources (the "Department") through the Recreation Passport Grant Program to provide grants to local units of government for recreational improvements; and,

WHEREAS, the City of South Haven desires to renovate public restrooms at Black River Park, South Haven, Van Buren County, Michigan; and

WHEREAS, the City of South Haven does hereby accept the Michigan Department of Natural Resources grant award in the amount of \$37,500 for a Recreation Passport Grant for recreation facility development.

BE IT RESOLVED, that the City of South Haven, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of South Haven does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Twelve-thousand five-hundred (\$12,500) dollars to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms not specifically set forth in the foregoing portions of this Resolution.

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

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-05

A RESOLUTION APPROVING THE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT
OF NATURAL RESOURCES FOR BLACK RIVER PARK RESTROOM RENOVATION

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 January 18, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, funds have become available to the Michigan Department of Natural Resources (the "Department") through the Recreation Passport Grant Program to provide grants to local units of government for recreational improvements; and,

WHEREAS, the City of South Haven desires to renovate public restrooms at Black River Park, South Haven, Van Buren County, Michigan; and

WHEREAS, the City of South Haven does hereby accept the Michigan Department of Natural Resources grant award in the amount of \$37,500 for a Recreation Passport Grant for recreation facility development.

BE IT RESOLVED, that the City of South Haven, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of South Haven does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Twelve-thousand five-hundred (\$12,500) dollars to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms not specifically set forth in the foregoing portions of this Resolution.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 18th day of January 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk



Michigan Department of Natural Resources - Grants Management
MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT

Project Number: RP15-0015

Project Title: Black River Park Restroom Renovation

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the City of South Haven IN THE COUNTY OF Van Buren County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Director of the Department to receive a grant. In 84 of 2015, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 03/07/2016.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number RP15-0015 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is 01/07/2016 through 03/31/2018, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
 - Lighting
 - Restroom Building Renovation
6. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money equal to **Seventy-Five (75%) percent of Fifty Thousand (\$50,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Thirty-Seven Thousand Five Hundred (\$37,500.00) dollars**.
 - b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and

expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Seventy-Five (75%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RPGP sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Twelve Thousand Five Hundred (\$12,500.00) dollars** in local match. This sum represents **Twenty-Five (25%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the

DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).

- iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of 40 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. A sign will be provided by the DEPARTMENT. Any replacement sign(s) will be at the expense of the GRANTEE.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2016 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
 9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, reimbursement should be submitted for entire amount at completion of the project.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and

no later than 6/30/2018. If the GRANTEE fails to submit a complete final request for reimbursement by 6/30/2018, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole

or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
 - a. The GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;or
 - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,;
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT .
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned both copies together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____
(date)

_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

WITNESSED BY

SIGNED

By _____

1) _____

Print Name: _____

Title _____

2) _____

Date _____

Grantee's Federal ID#

38-6004594

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

WITNESSED BY

By _____

1) _____

Title: Manager, Grants Management

2) _____

Date _____



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0700 • Fax (269) 637-5319

MEMORANDUM

To: Brian Dissette
From: Deborah Lull
Date: December 31, 2015
RE: Proposed changes to personnel policies and employee benefits

Background Information:

We have had discussions regarding making changes to the City's personnel policies regarding adding holiday pay for part-time employees, changing the funeral leave policy to include daughter-in-law, son-in-law and step-family members as "immediate family", and adding a policy to allow employees to donate paid leave time to co-workers who are experiencing a family emergency or personal crisis. There have also been discussions regarding increasing the pay schedule for seasonal employees and adding vision coverage for non-bargaining unit employees. Following is a summary of the recommended changes to each of the four provisions.

A. Section 4.1 – Holidays. Holiday pay for part-time non-seasonal non-union employees

The policy to revise holiday pay will provide four hours of holiday pay for each recognized holiday for part-time, non-seasonal employees who are regularly scheduled to work twenty or more hours per week. The part-time employees included in the plan typically work four or five hours per day, five days per week. The estimated current cost of the change is \$5,441.04. A copy of the revised policy and a worksheet to show the estimated costs are attached for your reference.

B. Section 4.6 – Donation of Paid Leave Time to Co-Workers. Policy to allow employees to donate vacation and/or PTO time to co-workers

A new policy will allow employees to donate PTO or vacation time to co-workers who are experiencing a family emergency or personal crisis. An employee may donate a minimum of four hours to a maximum of the lesser of forty hours or 50% of their current balance. Donated time that isn't used for the emergency is lost and cannot be used by the recipient at a later date and it cannot go back to the donor's leave bank. A copy of the proposed policy is attached for your reference.

C. Seasonal Pay Schedule. Proposal to increase the seasonal rate schedule by \$.25/hour at each step

A request to increase the seasonal rates by \$.25 at each step is also proposed. A copy of the proposed pay schedule is attached for your reference. The city recently conducted a salary survey for seasonal parks/cemetery worker positions. Nine comparable lakeshore municipalities were included in the survey. The results of the survey showed an average starting pay of \$9.11 per hour and an average top pay of \$10.36 per hour, compared to South Haven's starting pay of \$9.00/hour and top pay of \$10.00/hour. A copy of the proposed revised schedule and the

survey are attached for your reference. Also attached is a worksheet to show the estimated increase in labor costs by fund and activity. The total additional labor cost is projected to be \$4,447.35.

D. Section 4.4 Leaves of Absence. Proposal to change the funeral leave policy

The current funeral leave policy does not include daughter-in-law, son-in-law, or step-family as “immediate family” which means an employee would not be eligible for funeral leave time in the event of the death of a daughter-in-law, son-in-law, or step-family. We propose a change to the policy to include the following “immediate family”: spouse, children, mother, father, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, step-parents and step-siblings. A copy of the proposed policy is attached for your reference.

E. Section 5.1 Health, Dental and Vision Insurance. Proposal to add vision coverage for full-time non-union employees

The City has received insurance quotes to add vision coverage for non-bargaining unit employees. Quotes were received from several vendors for voluntary plans to be paid by the employees electing the coverage and non-voluntary plans to be paid by a cost share between the City and employees. The benefits are comparable for each of the plans considered. A worksheet with the annual estimated cost for each proposal is attached for your reference.

EyeMed Vision Care offers the best price in both categories and includes a four year rate guarantee compared to a twelve month to two year guarantee for the other providers. The total annual estimated cost of the non-voluntary plan is \$4,610.28, with approximately \$3,668 to be paid by the City under an 80/20 cost share arrangement. The employees will pay twenty percent or approximately \$922 per year for the coverage. Employees will have the option to opt out of the vision coverage however they will not receive an additional payment in lieu of insurance.

If the Council elects the voluntary plan, the estimated annual cost to employees for the lowest cost plan, assuming all eligible employees enroll, is \$5,952. The total cost of the voluntary vision coverage is about 29% higher than for the non-voluntary plan.

As part of my research, I also reviewed the benefits summary of the annual wage and salary survey conducted by the Michigan Municipal League. Over seventy-three percent of municipal employers offer employer-paid vision coverage for their employees.

Due to the difference in the cost between the voluntary versus non-voluntary premium and the small increase in employee benefit to the City, I recommend consideration of the non-voluntary EyeMed Vision Care proposal with a cost share arrangement of 80% paid by the City and 20% paid by the employees. Copies of the proposals and cost estimates are attached for your reference.

Recommendation:

Council should approve Resolution 2016-06, a resolution adopting changes to the city’s personnel policies, employee benefits, and pay schedules.

Supporting Documentation:

Resolution 2016-06
Draft Holiday Policy
Cost of Changes to Holiday Policy
Draft Time Donation Policy

Seasonal Rates Spreadsheet
Cost of Proposed Raise
Draft Funeral Policy
Draft Vision Coverage Policy
Vision Cost Estimates

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN
RESOLUTION NO. 2016-06

A RESOLUTION TO APPROVE AMENDMENTS TO THE CITY'S PERSONNEL
POLICIES, EMPLOYEE BENEFITS, AND PAY SCHEDULES

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 January 18, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the City periodically reviews and recommends changes to its personnel policies and pay schedules.

THEREFORE BE IT RESOLVED that the City Council resolves to amend its personnel policies and pay schedules as follows:

- A. Amend Section 4.1 – Holidays of the city's personnel policy regarding holiday pay to include part-time non-seasonal employees is approved. Part-time non-seasonal employees who are regularly scheduled to work twenty or more hours per week will receive four hours of holiday pay for each recognized holiday. See **Exhibit A**.
- B. Add Section 4.6 – Donation of Paid Leave Time to Workers to the city's personnel policy to include a provision to allow employees to donate vacation and/or PTO time to co-workers is approved. The policy allows employees to donate between four and forty hours of leave time to co-workers who are experiencing a family emergency or personal crisis. See **Exhibit B**.
- C. Amend the city's seasonal pay schedule to increase the rate of pay by \$.25 per hour at each step of the scale is approved. The 2016 rate of pay will start at \$9.00 per hour and top out at \$10.00 per hour. See **Exhibit C**.
- D. Amend Section 4.4 – Leaves of Absence of the city's personnel policy regarding funeral leave to include daughter-in-law, son-in-law, step-children, step-parents and step-siblings as immediate family members is approved. See **Exhibit D**.
- E. Amend Section 5.1 – Health, Dental and Vision Insurance of the city's personnel policy regarding insurance to include vision coverage for full-time non-bargaining unit employees is approved. Eligible employees will pay twenty percent of the cost of the premium. See **Exhibit E**.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on January 18, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

Amanda Morgan, City Clerk

Exhibit A

Section 4.1 - Holidays

A. Recognized Holidays. The following days are recognized as holidays by the City:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Designated employees will be required to work on holidays in accordance with normal scheduling procedures.

In addition, full-time non-bargaining unit employees are granted twenty-eight (28) “floating” holiday hours on January 1 of each year. Floating holidays may be taken in increments of one (1) hour and must be scheduled at least forty-eight (48) hours in advance with the employee’s Department Head. Unless altered by a collective bargaining agreement, floating holidays not utilized by December 31st of any year will be paid out with the first payroll check in January. New employees will be granted prorated floating holidays at the time of hire based upon the number of complete months of service in their first calendar year to twelve, rounded to the nearest one (1) hour.

B. Holiday Observation. Whenever New Year’s Day, Independence Day, or Christmas Day fall on a Saturday, that holiday shall be observed on the preceding Friday. Whenever New Year’s Day, Independence Day, or Christmas Day fall on a Sunday, that holiday shall be observed on the following Monday. Whenever Christmas is observed on a Friday, Christmas Eve Day (December 24) shall be observed on the preceding Thursday, and whenever Christmas is observed on a Monday, Christmas Eve Day (December 24) shall be observed on the preceding Friday. Employees who work in seven day a week operations shall celebrate all holidays on the actual date of the holiday.

C. Holiday Eligibility. In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

1. The employee must work all scheduled hours on the employees last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless the employee is on an approved paid leave.
2. The employee must be a full time employee or non-seasonal part time employee regularly scheduled to work twenty or more hours per week on the active payroll as of the

date of the holiday. For purposes of this subsection a person is not on the active payroll of the City during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday or on the day before or after but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday in addition to any other discipline imposed.

D. Holiday Pay. Eligible full time hourly employees shall receive eight (8) hours pay for each recognized holiday. Eligible part time hourly employees shall receive four (4) hours of pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums. Hourly employees required to work on a recognized holiday shall receive holiday pay if otherwise eligible, in addition to pay for all work performed on the holiday.

E. Holiday During Vacation. When a holiday falls during an approved vacation, holiday pay will be paid for each holiday in lieu of vacation time, provided that they work their entire scheduled shift prior to leaving on vacation and immediately following their vacation.

Exhibit B

Section 4.6 – Donation of Paid Leave Time to Co-workers

The City of South Haven recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available leave time. To address this need all eligible employees will be allowed to donate paid time off (PTO) time or vacation time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees who donate paid leave time must be employed with the City of South Haven for a minimum of 1 year. Employees who receive the donated time must be eligible to receive the type of leave time being donated.

Guidelines

Employees who would like to make a request to receive donated paid leave time from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency- Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

Other Personal Crisis- A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

Employees who donate paid leave time from their unused balance must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- the lesser of 40 hours or no more than 50 % of your current balance

Note: Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future paid time leave time to donate.

Employees who receive donated paid time leave time may receive no more than 480 hours (12 weeks) within a rolling 12 month period.

Employees who are currently on an approved leave of absence cannot donate paid leave time.

Procedure

Employees who wish to donate paid leave time to the emergency leave bank must complete a Donation of Leave Time Form.

All forms should be returned to the Human Resources Director.

Approval

Requests for donations of paid leave time must be approved by Human Resources, the employee's department head and the City Manager.

If the recipient employee has available paid leave time in their balance, this time will be used prior to any donated paid leave time. Donated paid leave time may only be used for time off related to the approved request. Unused time is non-revocable and does not go back into the donor's leave bank.

Exhibit C

Seasonal Pay Rate Schedule

	January 2016	January 2017	January 2018
Minimum Wage	8.50	8.90	9.25
<i>Seasonal Worker</i>			
Start	9.00	9.40	9.75
after 1 year	9.25	9.65	10.00
after 2 years	9.50	9.90	10.25
after 3 years	9.75	10.15	10.50
after 4 years	10.00	10.40	10.75
<i>Seasonal Supervisor</i>			
Start	11.80	12.33	12.79
after 1 year	12.05	12.58	13.04
after 2 years	12.30	12.83	13.29
after 3 years	12.55	13.08	13.54
after 4 years	12.80	13.33	13.79

Note: Seasonal Workers and Seasonal Supervisors receive a year end bonus of \$.25 per hour if they complete the season. Payment is made at end of season.

Exhibit D

4.4 Leaves of Absence; Subsection E

- E. Funeral Leave. In the event that a death occurs in an employee's immediate family, an employee shall be granted up to three (3) consecutive days of leave in order to enable the employee to attend the funeral and attend to family matters. "Immediate family" shall mean the employee's current spouse, children, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-children, step-parents or step-siblings. Employees who lose work from their regularly scheduled hours while on such leave shall receive pay at their regular rate for all time lost for up to eight (8) hours per day. No bereavement leave will be paid for any day on which a holiday falls, but the paid holiday shall be construed as a paid day in lieu of one of the bereavement leave days referred to herein. No bereavement leave will be paid to any employee while on a leave of absence or layoff. Additional leave may be granted at the discretion of the City Manager. The additional leave shall be charged to the employee's accrued PTO leave. In the event the funeral takes place out of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted and charged to the employee's accrued PTO leave.

Exhibit E

Section 5.1 – Health, Dental and Vision Insurance

- A. Health Insurance. The City makes available group health insurance to full-time employees and their eligible dependents. Employees not covered by a collective bargaining agreement may elect to participate in one of three medical insurance plans offered by the City. The specific terms and conditions governing the group insurance programs are set forth in detail in the master policies governing the programs as issued by the carriers. Summary descriptions of the programs are available in the Human Resources Department. The City reserves the right to select the insurance carrier or carriers, or to become self-insured.
- B. Dental Insurance. The City makes available group dental insurance to full-time employees and their eligible dependents. The specific terms and conditions governing the group insurance program is set forth in detail in the master policy governing the program as issued by the carrier. Summary description of the program is available in the Human Resources Department. The City reserves the right to select the insurance carrier or carriers, or to become self-insured.
- C. Vision Insurance. The City makes available group vision insurance to full-time non-bargaining unit employees and their eligible dependents. The specific terms and conditions governing the group insurance program is set forth in detail in the master policy governing the program as issued by the carrier. Summary description of the program is available in the Human Resources Department. The City reserves the right to select the insurance carrier or carriers, or become self-insured.
- D. Premium Cost Sharing. The City will pay a portion of the cost of monthly health insurance premiums for the health insurance plans offered. The employee will pay the difference between the monthly cost of the insurance plan and the portion paid by the employer.

Employees shall pay their share of the cost of the premium through payroll deduction. The employee's share of health care premium costs shall be the lower of the amount over the hard cap or 20% of the cost of health care per P.A. 152, with the provision that all plans must use the same cost share method. The monthly cost and employee share of the insurance plans are adjusted annually. Information is available from the Human Resources Department. The City reserves the right to change the percentage of employee co-share from time to time.

The City pays 100% of the cost of the premium for dental insurance for the employee and eligible dependents.

Employees shall pay twenty percent (20%) of the cost of the vision insurance premium through payroll deduction. The City reserves the right to change the percentage of employee co-share from time to time.

Section 4.1 - Holidays

A. Recognized Holidays. The following days are recognized as holidays by the City:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Designated employees will be required to work on holidays in accordance with normal scheduling procedures.

In addition, full-time non-bargaining unit employees are granted twenty-eight (28) “floating” holiday hours on January 1 of each year. Floating holidays may be taken in increments of one (1) hour and must be scheduled at least forty-eight (48) hours in advance with the employee’s Department Head. Unless altered by a collective bargaining agreement, floating holidays not utilized by December 31st of any year will be paid out with the first payroll check in January. New employees will be granted prorated floating holidays at the time of hire based upon the number of complete months of service in their first calendar year to twelve, rounded to the nearest one (1) hour.

B. Holiday Observation. Whenever New Years Day, Independence Day, or Christmas Day fall on a Saturday, that holiday shall be observed on the preceding Friday. Whenever New Years Day, Independence Day, or Christmas Day fall on a Sunday, that holiday shall be observed on the following Monday. Whenever Christmas is observed on a Friday, Christmas Eve Day (December 24) shall be observed on the preceding Thursday, and whenever Christmas is observed on a Monday, Christmas Eve Day (December 24) shall be observed on the preceding Friday. Employees who work in seven day a week operations shall celebrate all holidays on the actual date of the holiday.

C. Holiday Eligibility. In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

1. The employee must work all scheduled hours on the employees last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless the employee is on an approved paid leave.
2. The employee must be a full time employee or non-seasonal part time employee regularly scheduled to work twenty or more hours per week employee on the active payroll as of the date of the holiday. For purposes of this subsection

a person is not on the active payroll of the City during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday or on the day before or after but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday in addition to any other discipline imposed.

D. Holiday Pay. Eligible full time hourly employees shall receive eight (8) hours pay for each recognized holiday. Eligible part time hourly employees shall receive four (4) hours of pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums. Hourly employees required to work on a recognized holiday shall receive holiday pay if otherwise eligible, in addition to pay for all work performed on the holiday.

E. Holiday During Vacation. When a holiday falls during an approved vacation, ~~eight (8) hours of~~ holiday pay will be paid for each holiday in lieu of vacation time, provided that they work their entire scheduled shift prior to leaving on vacation and immediately following their vacation.

City of South Haven

Part-time Employees Eligible for Partial Holiday Pay Under Proposed Policy Change
as of December 11, 2015

Status	Position	Union Affiliation	Hours paid per holiday	Hourly Rate	# holidays /year
PT	Arborist		4.00	21.53	8.00
PT	Administrative Office Worker	TPOAM	4.00	16.67	8.00
PT	Information Center Clerk		4.00	11.69	8.00
PT	Senior Administrative Office Worker	TPOAM	4.00	18.50	8.00
PT	Information Center Clerk		4.00	12.98	8.00
PT	Senior Administrative Office Worker	TPOAM	4.00	18.50	8.00
PT	Code Enforcement Officer		4.00	15.13	8.00
PT	Administrative Assistant		4.00	18.81	8.00
PT	Information Center Clerk		4.00	10.40	8.00
PT	Information Center Clerk		4.00	11.69	8.00

Benefits include:

Social Security/Medicare	7.65%
Workers Comp	
Clerical	0.43%
Tree Trimming	7.08%
Sewer Operations	2.33%
Municipal Employee	1%

Estimated			Estimated
wages	FICA	W/C	Cost
688.96	52.71	48.78	790.44
533.44	40.81	2.29	576.54
374.21	28.63	1.61	404.45
592.07	45.29	2.55	639.91
415.49	31.79	1.79	449.07
592.07	45.29	2.55	639.91
484.16	37.04	4.84	526.04
601.92	46.05	2.59	650.56
332.80	25.46	1.43	359.69
374.21	28.63	1.61	404.45
<u>4,989.33</u>	<u>381.68</u>	<u>70.03</u>	<u>5,441.04</u>

Section 4.6 – Donation of Paid Leave Time to Co-workers

The City of South Haven recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available leave time. To address this need all eligible employees will be allowed to donate paid time off (PTO) time or vacation time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees who donate paid leave time must be employed with the City of South Haven for a minimum of 1 year. Employees who receive the donated time must be eligible to receive the type of leave time being donated.

Guidelines

Employees who would like to make a request to receive donated paid leave time from their co-workers must have a situation that meets the following criteria:

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Employees who donate paid leave time from their unused balance must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- the lesser of 40 hours or no more than 50 % of your current balance

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Employees who receive donated paid time leave time may receive no more than 480 hours (12 weeks) within a rolling 12 month period.

Employees who are currently on an approved leave of absence cannot donate paid leave time.

Procedure

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Approval

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If the recipient employee has available paid leave time in their balance, this time will be used prior to any donated paid leave time. Donated paid leave time may only be used for time off related to the approved request. Unused time is non-revocable and does not go back into the donor's leave bank.

City of South Haven
Seasonal Rate Schedule

	CURRENT RATES				P
	January 2016	January 2017	January 2018	January 2016	
Minimum Wage	8.50	8.90	9.25	8.50	
Seasonal 1					
Start	8.75	9.15	9.50	9.00	
after 1 year	9.00	9.40	9.75	9.25	
after 2 years	9.25	9.65	10.00	9.50	
after 3 years	9.50	9.90	10.25	9.75	
after 4 years	9.75	10.15	10.50	10.00	
Seasonal Supervisor					
Start	11.55	12.08	12.54	11.80	
after 1 year	11.80	12.33	12.79	12.05	
after 2 years	12.05	12.58	13.04	12.30	
after 3 years	12.30	12.83	13.29	12.55	
after 4 years	12.55	13.08	13.54	12.80	

Note: Seasonal Workers and Seasonal Supervisors receive a YE bonus of \$.25 per hour if they complete the season. Payment is made at end of season.

PROPOSED RATES

January 2017	January 2018
8.90	9.25
9.40	9.75
9.65	10.00
9.90	10.25
10.15	10.50
10.40	10.75
12.33	12.79
12.58	13.04
12.83	13.29
13.08	13.54
13.33	13.79

Fund-Activity	Sum of Total Additional Pay with \$.25/hour Increase	Workers			Total
		SS/Medicare	Comp		
101-265	439.81	33.65	17.06		490.52
101-276	296.81	22.71	10.33		329.85
101-446	844.47	64.60	60.21		969.28
101-751	965.69	73.88	28.10		1,067.66
202-463	7.25	0.55	0.52		8.32
202-474	0.75	0.06	0.05		0.86
202-478	2.00	0.15	0.14		2.30
202-486	1.00	0.08	0.07		1.15
203-463	28.88	2.21	2.06		33.14
203-474	1.00	0.08	0.07		1.15
203-478	15.63	1.20	1.11		17.93
250-729	625.06	47.82	18.19		691.07
250-751	7.50	0.57	0.12		8.19
545-776	30.81	2.36	0.90		34.07
577-751	728.81	55.75	7.29		791.85
Grand Total	3,995.47	305.65	146.22		4,447.35

Workers Comp Rates:

Street Operations	7.13%
Cemetery Operations	3.48%
Parks & Recreation	2.91%
Municipal Employee	1%
Ice Rinks	1.55%
Building Operations	3.88%

E. Funeral Leave. In the event that a death occurs in an employee's immediate family, an employee shall be granted up to three (3) consecutive days of leave in order to enable the employee to attend the funeral and attend to family matters. "Immediate family" shall mean the employee's current spouse, children, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, ~~or~~ sister-in-law, step-children, step-parents or step-siblings. Employees who lose work from their regularly scheduled hours while on such leave shall receive pay at their regular rate for all time lost for up to eight (8) hours per day. No bereavement leave will be paid for any day on which a holiday falls, but the paid holiday shall be construed as a paid day in lieu of one of the bereavement leave days referred to herein. No bereavement leave will be paid to any employee while on a leave of absence or layoff. Additional leave may be granted at the discretion of the City Manager. The additional leave shall be charged to the employee's accrued PTO leave. In the event the funeral takes place out of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted and charged to the employee's accrued PTO leave.

Section 5.1 -- Health, ~~and~~ Dental and Vision Insurance

A. Health Insurance. The City makes available group health insurance to full-time employees and their eligible dependents. Employees not covered by a collective bargaining agreement may elect to participate in one of three medical insurance plans offered by the City. The specific terms and conditions governing the group insurance programs are set forth in detail in the master policies governing the programs as issued by the carriers. Summary descriptions of the programs are available in the Human Resources Department. The City reserves the right to select the insurance carrier or carriers, or to become self-insured.

B. Dental Insurance. The City makes available group dental insurance to full-time employees and their eligible dependents. The specific terms and conditions governing the group insurance program is set forth in detail in the master policy governing the program as issued by the carrier. Summary description of the program is available in the Human Resources Department. The City reserves the right to select the insurance carrier or carriers, or to become self-insured.

~~B-C.~~ Vision Insurance. The City makes available group vision insurance to full-time non-bargaining unit employees and their eligible dependents. The specific terms and conditions governing the group insurance program is set forth in detail in the master policy governing the program as issued by the carrier. Summary description of the program is available in the Human Resources Department. The City reserves the right to select the insurance carrier or carriers, or become self-insured.

~~C-D.~~ Premium Cost Sharing. The City will pay a portion of the cost of monthly health insurance premiums for the health insurance plans offered. The employee will pay the difference between the monthly cost of the insurance plan and the portion paid by the employer.

Employees shall pay their share of the cost of the premium through payroll deduction. The employee's share of health care premium costs shall be the lower of the amount over the hard cap or 20% of the cost of health care per P.A. 152, with the provision that all plans must use the same cost share method. The monthly cost and employee share of the insurance plans are adjusted annually. Information is available from the Human Resources Department. The City reserves the right to change the percentage of employee co-share from time to time.

The City pays 100% of the cost of the premium for dental insurance for the employee and eligible dependents.

Employees shall pay twenty percent (20%) of the cost of the vision insurance premium through payroll deduction. The City reserves the right to change the percentage of employee co-share from time to time.

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