



VILLAGE OF PENTWATER

327 South Hancock St. P.O. Box 622 Pentwater, MI 49449
(231) 869-8301 FAX (231) 869-5120
www.PentwaterVillage.org

VILLAGE SPECIAL COUNCIL MEETING AGENDA

Agenda to be presented before the Pentwater Village Council at the regular meeting to be held on June 3, 2016 at Village Hall at 2:00 PM.

1. Call to Order.
2. Council Roll Call.
3. Public Comments.
4. Approval of the Agenda.
5. Public Comments on Agenda Items.

NEW BUSINESS

1. Proposed Marina Seawall Repair Resolution with State of Michigan.
2. Proposed Dredging Grant Agreement with State of Michigan.
3. Proposed Agreement with M.C.M. Marine, Inc. for Dredging.
4. Proposed Retiree Healthcare Policy.

ADJOURNMENT

PUBLIC COMMENTS

1. Will be made when the Village President opens the meeting for public comments.
2. It is asked that you state your name & address to Council.
3. All comments will be addressed to the Village President.
4. All comments are limited to 3 minutes.

Thank you for your cooperation

RESOLUTION

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

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

1. To appropriate the sum of One Hundred and One Thousand Five Hundred dollars (\$101,500.00) to match the One Hundred and One Thousand Five Hundred dollars (\$101,500.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Village pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF OCEANA)

I, _____, Clerk of the Village of Pentwater, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Village Board at a meeting held _____, 2016.

Dated: _____

Village Clerk

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2016, between the Village of Pentwater, OCEANA COUNTY, MICHIGAN (the "Village") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

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

WHEREAS, the Village has asked that the Department assist the Village in the repair of seawall (the facilities);

WHEREAS, the Department is willing to assist the Village to construct the facilities, which are estimated to cost Two Hundred Three Thousand dollars (\$203,000.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed One Hundred and One Thousand Five Hundred dollars (\$101,500.00).

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

1. The Department shall:

(a) grant to the Village a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed One Hundred and One Thousand Five Hundred dollars (\$101,500.00). The words "plans and specifications" shall mean the plans and specifications developed for the Village for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

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

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

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

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

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

2. The Village shall:

(a) immediately appropriate the sum of One Hundred and One Thousand Five Hundred dollars (\$101,500.00) for the project, which represents fifty (50) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Village.

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

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

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change

orders before being initiated. The Department shall have a representative on the selection panel for all contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held in perpetuity. Perpetuity is defined as life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The

Village may request release from grant obligations after 20 years from date of last executed grant agreement.

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

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

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

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

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

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

In connection with this Agreement, the Village shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity

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

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

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

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

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

(a) To purchase the facilities and the right of access over Village property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the Village, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Village shall equally share the total fees of

these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over Village property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Village shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

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

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

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

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

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

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

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

WITNESSES:

VILLAGE OF PENTWATER

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

COPY



VILLAGE OF PENTWATER

ON PENTWATER LAKE AND LAKE MICHIGAN
327 South Hancock Street-P.O. Box 622-Pentwater, Michigan 49449
(231) 869-8301 - FAX (231) 869-5120

May 27, 2016

Mr. Paul Petersen
Waterways Grant Program Manager
Parks & Recreation Division
Michigan Department of Natural Resources
P.O. Box 30257
Lansing, MI 48909-7757

Dear Mr. Petersen:

The Village of Pentwater (Village) is requesting an emergency grant of approximately \$17,000 from the Michigan DNR for the purpose of dredging the Pentwater Channel during 2016. The Village's harbor is unique because it is geared to the recreational boats with fixed keels.

The Village will commit to a 50% match of the total amount if awarded and approved. The Village also commits to serve as the Grantee if awarded and approved.

The Village already has a permit in hand to allow for the dredging.

If approved, the Village agrees to start the project as soon as possible.

If you have any questions, please contact me at (231) 869-8301 or at rallard@pentwatervillage.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Rob Allard', is written over the typed name.

Rob Allard
Village Manager

Rob Allard

From: John Kuemin <jkuemin@mcmmarine.com>
Sent: Monday, May 30, 2016 9:58 AM
To: 'David Roseman, MD'
Cc: 'Juanita (Work) Pierman'; 'Rob Allard'; jmccoy@mcmmarine.com; rcross49441@msn.com
Subject: RE: Pentwater email addresses
Attachments: pentwater 2016 channel to 0+00 and 50 feet north.pdf

All,

I apologize for the delay in response but most of our team was tied up assisting with the Roger Blough grounding near the Soo Locks.

Dave, the attached drawing outlines the areas we discussed that you would like dredged. In the outer area this is 100' north of the channel centerline and 50' south of the channel centerline.

The quantity for this area to 9' below LWD +1' of allowable over depth is 6524 cubic yards.

The quantity for this area to 12' below LWD + 1' of allowable over depth is 18,1836 cubic yards.

Our proposal to you is \$6.25 per cubic yard and \$15,000.00 lump sum for mobilization and demobilization from Ludington, MI.

Feel free to contact me any time with questions.

Sincerely,

John Kuemin

M.C.M. Marine, Inc.

1065 E. Portage Ave.

Sault Ste. Marie, MI 49783

906-632-4316 (Main Office)

906-632-7766 (fax)

906-440-2570 (cell)

www.mcmmarine.com

From: David Roseman, MD [<mailto:dlr@eolas.com>]

Sent: Wednesday, May 25, 2016 3:44 PM

To: jkuemin@mcmmarine.com

Cc: Juanita (Work) Pierman; Rob Allard

Subject: Pentwater email addresses

John

Thanks for returning my call. We will look forward to receiving your estimates.

Dave

VILLAGE OF PENTWATER

327 South Hancock Street
Pentwater, Michigan 49449

Policy: Sponsored Group Health Care Plan for Retirees

Employees hired before April 1, 2015 that are vested in the Village's pension plan and had not opted out of health insurance for the in lieu payments 5 years prior to retirement, it is agreed that the Village will pay a portion of the insurance premium for the retiree and spouse until the age of Medicare eligibility.

In the event the retiree dies after retirement before pre-Medicare and had been receiving the healthcare partial payment of health premium the spouse, the spouse will continue to be eligible to have part of the insurance paid by the Village of Pentwater until Medicare eligibility. Spouse is understood to be that person to whom the retiree is married at time of retirement.

The Village will pay the percentage portion of the cost of the pre-Medicare health insurance based upon the number of completed years of employment with the Village as of their date of retirement. The minimum eligibility for any Village Contribution towards retiree health insurance costs is 10 years of Village employment and the employee had not opted out of healthcare insurance 5 years prior to retirement in order to receive the payment in lieu of insurance. Retirees can begin receiving pre-Medicare retiree healthcare benefits at age 55 with ten (10) years of service with 25% of the healthcare premium paid if they had not opted out of the Village healthcare insurance. After 16 years of service the retirees will have 50% of their premium paid can begin receiving pre-Medicare retiree healthcare benefits at age 55 with fifteen (15) years of service with 50% of the healthcare premium paid if they had not opted out of the Village healthcare insurance. Disability retirees can begin receiving pre-Medicare retiree health care benefits when they begin to draw a pension if then had not opted out of healthcare insurance as if they had worked the number of years necessary to earn a minimum benefit.

The health care plan for pre-Medicare retirees will be the same as provided to active employees and benefit design changes may change from time to time.

Employees hired after April 1, 2015 are not eligible to receive a Village of Pentwater healthcare retirement benefit.