According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications. Public meetings are being monitored and violations of statutes will be prosecuted.

1. MEETING CALLED TO ORDER
2. ROLL CALL
3. MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. ELECTRONIC REMOTE MEETING PROCEDURES ATTACHMENT A
6. CALL TO VIEWING AUDIENCE
   Please go to grandhaven.org and scroll to the “Agenda” tab at the very bottom of the home page to view the complete packet for tonight’s meeting. If you would like to comment during the General Business Call to the Audience section of tonight’s agenda, you may enter your comments via Facebook live stream at any time during the meeting or call (616) 402-0815 when prompted. This number will be repeated throughout tonight’s meeting.

7. APPOINTMENTS TO BOARDS & COMMISSIONS ATTACHMENT B
   Lori VanderLende Historic Conservation District Commission 6/30/2023
   Shyle Lyons Human Relations Commission 6/30/2023

8. REAPPOINTMENTS TO BOARDS & COMMISSIONS
   Bonnie Cowles Historic Conservation District Commission 6/30/2023

9. PRESENTATIONS

10. APPROVAL OF CONSENT AND REGULAR AGENDAS

11. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES
   At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Either type in your comment on the Facebook Live feed or call (616) 402-0815. Let the phone ring until it is answered. If you get a busy signal, please wait, watch and call back. We will take all callers tonight.

12. CONTINUATION OF WORK SESSION (IF NECESSARY)
13. CONSENT AGENDA

A. Approve the bills memo in the amount of $730,311.06.

B. Approve the terms of 2020 CARES Act Agreement, Sub-Grant #3GM-11720, in the amount of $30,000.00, to offset airport operational expenses incurred set forward from January 20, 2020 and authorize the Mayor and City Clerk to sign the necessary documents.

C. Approve a Temporary Use Permit for Paisley Pig, 501 Miller Dr. to expand their food and alcohol service outdoors, adding 5 tables and 20 seats, operating from June 11, 2020 through October 31, from 11:00 a.m.–10:00 p.m.

D. Set a public hearing for 7:30 p.m. on Monday, July 20 to consider the establishment of an Obsolete Property Rehabilitation District at 1103 Washington Avenue, Lot 111 Rycenga’s Assessor's plat, AKA Crescent Theater Building.

E. Approve the Independent Contractor Agreement with Harbor Transit for human resources services related to the recruitment, selection, and hiring of the Harbor Transit Director and authorize the Mayor and City Clerk to sign the necessary documents.

F. Approve the 2020–2022 Police Officers Labor Council (POLC)–Command collective bargaining agreement and authorize the Mayor and City Clerk to sign the necessary documents.

G. Approve the 2020-2022 Police Officers Labor Council (POLC)–Patrol collective bargaining agreement and authorize the Mayor and City Clerk to sign the necessary documents.

H. Approve a special event request from the Chamber of Commerce to hold a Sunday Art Market on consecutive Sundays beginning July 19 through September 27, from 12:00 p.m.–3:00 p.m. under the Farmer's Market Canopy provided approval is granted by the Ottawa County Health Department.

I. Approve a special event request from Stand up Michigan to hold a Freedom Festival at the Lynne Sherwood Waterfront Stadium on Friday, July 31, from 4:00 p.m.–8:00 p.m. allowing amplified sound provided approval is granted by the Ottawa County Health Department.

J. Approve a special event request from the Grand Haven High School Senior Senate to host a Senior Banquet at the Lynne Sherwood Waterfront Stadium on Tuesday, July 21, 2020 from 7:00 p.m.–11:00 p.m., allowing amplified sound and waiving fees in the amount of $2,350.00 provided approval is granted by the Ottawa County Health Department.

K. Approve a special event request from NORA to host Fitness on the Waterfront at the Lynne Sherwood Waterfront Stadium on consecutive Saturdays, beginning July 11th through August 22nd from 9:30 a.m.–11:30 a.m. and allowing amplified sound provided approval is granted by the Ottawa County Health Department.

L. Approve a special event request to add July 29, 2020 as an additional date to the “Dancing on the Grand” special event application previously approved on February 17, 2020 provided approval is granted by the Ottawa County Health Department.
M. Approval to grant a 30’x30’ easement to Michigan Gas Utilities to place a Distribution Regulator Station on City owned property on North 3rd Street in consideration of a $1,500 payment and authorize the Mayor and City Clerk to sign the necessary documents.

N. Approval to formally endorse the Michigan Restaurant Promise regarding re-opening standards during the COVID-19 crisis.

14. NEW BUSINESS

A. Consideration by City Council of a resolution to authorize the issuance of electric utility system revenue notes and bonds and to provide for other matters relative thereto and authorize the Mayor and City Clerk to sign the necessary documents.

The BLP recommends approval.

B. Consideration by City Council to approve the First Supplemental Revenue Bond Resolution to establish required terms and conditions of authorization of 2020 debt issuance by the Grand Haven Board of Light and Power in an amount not to exceed $75,000,000 for a term of not less than 30 years and authorize the Mayor and City Clerk to sign the necessary documents. [See additional supplemental documents from item above – 14. A]

The BLP recommends approval.

C. Consideration by City Council of a Resolution to approve a purchase agreement with Michigan Community Capital to sell 7.5 acres of City owned property on Comstock Street for $32,000 to locate 32 single family homes (16 of which will be affordable homes at 80% of the AMI), conceptually agreeing to access Brownfield Redevelopment tools to cover eligible infrastructure costs and setting utility connection fees at $500 per unit for water and $500 per unit for sewer and authorize the Mayor and City Clerk to sign the necessary documents.

Administration recommends approval.

15. CORRESPONDENCE, MINUTES AND REPORTS

A. Board of Light & Power Meeting Minutes of February 20
B. Human Relations Commission Meeting Minutes of January 23, February 6 and February 24
C. Zoning Board of Appeals Meeting Minutes of October 16, 2019

16. REPORT BY CITY COUNCIL

17. CITY MANAGER REPORT

A. Girl Scout House

18. CALL TO AUDIENCE– SECOND OPPORTUNITY

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Either type in your comment on the Facebook Live feed or call (616) 402-0815. Let the phone ring until it is answered. If you get a busy signal, please wait, watch and call back. We will take all callers tonight.

19. ADJOURNMENT
Attachment A
CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN

Procedures for Electronic Remote Meetings
Adopted 4/20/20

Governor Whitmer issued Executive Order Number 2020-48 on Tuesday, April 14, 2020 to allow local government bodies (including their boards and commissions) to conduct remote meetings and expressly suspended compliance with section 3 of the Open Meetings Act to alleviate physical presence requirements in recognition of the threat imposed by the COVID-19 virus.

In order to comply with Executive Order 2020-48 and to best meet the intent of the Open Meetings Act, the City of Grand Haven shall:

- Notify all known media outlets of all meetings at least 18 hours in advance of the meeting, and
- Post the full agenda at least 18 hours before the meeting, with the complete packet received by the City Council or Board or Commission with all support documents available at grandhaven.org, and
- Live stream audio and video content on one of two separate streaming platforms with closed captioning capabilities available (You Tube and Facebook Live), and
- Audio content may be broadcast live on Community Radio WAWL 103.5, and
- The City Clerk shall accept written feedback at lbrowand@grandhaven.org to be publically shared at the beginning and end of every meeting during General Business Call to the Audience agenda item, and
- Public may make comments via Facebook live text feed and such comments shall be read aloud at the beginning and end of every meeting during General Business Call to the Audience agenda item, and
- Public may call in on the telephone at (616) 402-0815 at the beginning and end of every meeting during General Business Call to the Audience agenda items, and
- All votes shall be taken by roll call to ensure all votes are heard and properly recorded, and
- The City Clerk shall take complete minutes of all meetings of the City Council and minutes shall also be taken by the recording secretary of all boards or commissions meeting under this policy.

This policy may be amended at any time by the City Council in order to more completely comply with the Open Meetings Act and Executive Order 2020-48.
Attachment B
First Name: Lori
Last Name: Vandenberg
Home Address: 6 Lovers Lane
City: Grand Haven
State: Michigan
Zip / Postal Code: 49417
Phone - Primary: (616) 915-1207
Phone - Alternate: 
Email: lorivandenberg@att.net

Application Choice for Citizen Board/Commission

☐ Airport Board
☐ Audit Review Committee
☐ Board of Review
☐ Brownfield/Economic Development Corporation
☐ Cemetery Board
☐ Community Center Board
☐ Compensation Commission
☐ Construction Board of Appeals
☐ Commissio. Improvement Authority
☐ Duncan Park Commission
☐ Environment/Natural Resources Committee
☐ Harbor Board
☐ Historic Conservation District
☐ Human Relations Commission
☐ Planning Commission
☐ Zoning Board of Appeals

Are you over 21 years of age? Yes
Are you a resident of the City of Grand Haven? Yes
Are you a registered voter in the City of Grand Haven? Yes

Educational Qualifications

I attended the University of Toledo, studying English (Writing focused) and Public Relations for a little over three years, but quit in order to take a job as a Media Buyer at an Advertising Agency.

Place of Employment

I am currently self-employed as a Food and Prop Stylist working with my husband Craig who is a Commercial Photographer.
I have also owned my own Personal Chef and Catering business.

Type of Work Performed

We do food photography for commercial clients such as Experience Grand Rapids, Loeks Theaters, Culture Magazine, Gun Lake Casino, other food-related businesses.

Please List Other Relevant Experience

I wrote a novel called "Woven" which takes place in Grand Haven during various time periods. This required a great deal of research on the history and people of Grand Haven. Many of my characters were based on people who are buried at Lake Forest Cemetery. When it was through it felt like it had connected me to this community. The book is currently being sold at the Tri-Cities Historical Museum.
I have a deep appreciation for history, architecture and the lives of the people who came before us.
I am an avid amateur Genealogist and thoroughly enjoy learning about my Ancestors and solving the puzzles involved in finding them.
Finally, I very much enjoy planning and implementing events.
The following application came through the Application to Serve form at GrandHaven.org.

First Name Shyle
Last Name Lyons
Home Address 1324 Hillcrest St
City Grand Haven
State MI
Zip / Post Code 49417
Primary Phone (616) 402-1294
Alternate Phone
Email shylelyons@gmail.com
Application Choice(s) for Citizen Board/Commission, Human Relations Commission
Are you over 21 years of age? Yes
Are you a resident of the City of Grand Haven? Yes
Are you a registered voter in the City of Grand Haven? Yes
Educational Qualifications 2003 Graduate of GHHS
2007 BSW Graduate of Hope College
Place of Employment Self Employed - Founder and Event Coordinator for Merchants and Makers and the Made In-Michigan Pop Up Market Coordinator at The Grand Rapids Downtown Market. I also do contract work for events all around West Michigan.
Type of Work Performed Founded and developed a unique market event for local vendors to sell their products.
Continually develop the brand which now has a large customer base, with approximately 2,000 attendees interested in each event (this is pre-covid:)

1
Organize 10-12 events annually for Merchants and Makers with live musicians, food trucks/vendors, alcohol, and 30-85 vendors per show in varying locations, such as lumber yards, breweries, museums and empty warehouses. I also organize 5-10 events for the GR DTM.

Developed, streamlined and implemented a vendor application process via Google Docs to ensure quality and diversity of products for each event.

Maintain constant communication with each vendor applicant regarding details and questions for each show.

Meet and establish relationships with venue owners to plan events and communicate with them frequently to ensure all aspects of the event are arranged.

Promote events through social media and print marketing materials, which has resulted in a large customer base in a short period of time.

Created and maintain Facebook (@merchantsandmakers) and Instagram (@merchants.and.makers) accounts with daily posts leading up to events.

Utilize Google platform to develop and distribute vendor satisfaction surveys.

Please List Other Relevant Experience I have worked in Social Work (Habitat for Humanity, Bethany Christian Services, Court Appointed Special Advocates) and while I grew up in Grand Haven, I moved to San Diego for some time which allowed me to gain a new appreciation and understanding of the importance of diversity.
Attachment C
To: Patrick McGinnis, City Manager  
From: Amy Beesinger, Finance Director  
CM Date: 7.09.2020  
RE: Bills From Payables Warrant

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|                      |                      | $0.00       | $65,405.20  |
|                      |                      | $0.00       | $5,000.00   |
|                      |                      | $730,311.06 |

Total Approved Bills: $730,311.06  
Minus eligible bills for release without prior approval including Utility,  
Retirement, Insurance, Health Benefit, and Tax Collection Funds  
$179.68  
$730,131.08

Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:
MEMO TO: Patrick McGinnis, City Manager
FROM: Tom Manderscheid
DATE: June 9, 2020
SUBJECT: Agenda Item 2020 CARES Act Agreement, Sub Grant #3GM-11720

BACKGROUND

The Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748, Public Law 116-136), signed into law by the President on March 27, 2020, includes $10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic.

The CARES Act provides funds to increase the federal share to 100 percent for Airport Improvement Program (AIP) and supplemental discretionary grants already planned for fiscal year 2020. Under normal circumstances, AIP grant recipients contribute a matching percentage, 5% of the project costs. Providing this additional funding and eliminating the local share of 5% will allow critical safety and capacity projects to continue as planned regardless of airport sponsors’ current financial circumstances.

Additionally, the CARES Act provides new funds distributed by various formulas for all airports that are part of the national airport system. This includes all commercial service airports, all reliever airports and some public-owned general aviation airports.

Under this new CARES Airport Program: General aviation airports will receive funds based on their airport categories, such as National, Regional, Local, Basic and Unclassified.

The Grand Haven Memorial Airport maximum obligation payable is $30,000.00 to be utilized as operational funding reimbursement for expenses incurred since January 20, 2020 until we have expended the $30,000.00.

RECOMMENDATION

It is requested the City Council adopt a resolution approving the terms of 2020 CARES Act Agreement, Sub-Grant #3GM-11720, in the amount of $30,000.00, to offset operational expenses incurred set forward from January 20, 2020 and authorizing the Mayor and the City Clerk to execute the Agreement.

Attachments
2020 CARES Act Agreement

SubGrant # 3GM-11720

The Michigan Department of Transportation, acting as a Federal Aviation Administration (FAA) Block Grant Program Participant, has executed FAA CARES Act Grant Number 3-26-SBGP-117-2020. This Block Grant outlines specific requirements, terms, conditions, and assurances required of the Michigan Department of Transportation and any subordinate grant recipients.

This CARES ACT Agreement shall convey the specific requirements, terms, conditions, and assurances contained in FAA CARES Act Grant Number 3-26-SBGP-117-2020 to City of Grand Haven hereafter referred to as “the SPONSOR” as a subgrant recipient of funds. FAA CARES Act Grant Number 3-26-SBGP-117-2020 is attached to this CARES Act Agreement.

The maximum obligation payable to the SPONSOR is $30,000.00. The SPONSOR shall use these funds for any purpose for which airport revenues may be lawfully used. CARES Act Grant subgrant recipients shall follow the FAA’s Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under 3-26-SBGP-117-2020 or any associated subgrants may not be used for any purpose not related to the airport.

The SPONSOR shall upload each payment request to MDOT’s ProjectWise software. Each request shall include the following information:
   a) 2020 CARES Act Operational Funding Reimbursement Request Form
   b) Summary Sheet (if multiple items are included)
   c) Supporting documentation

Once completed payment requests are received, MDOT will review, process, and submit the request to FAA via the Delphi Invoicing System.

In addition to all specific requirements, terms, conditions, and assurances contained in FAA CARES Act Grant Number 3-26-SBGP-117-2020, the Sponsor shall ensure strict adherence to the following audit requirements:

1. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.
2. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final
payment made by MDOT under this Agreement. In the event of a dispute with regard to
allowable expenses or any other issue under this Agreement, the SPONSOR will thereafter
continue to maintain the RECORDS at least until that dispute has been finally decided and the
time for all available challenges or appeals of that decision has expired.

3. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable
time after giving reasonable notice.

4. If any part of the work is subcontracted, the SPONSOR will assure compliance with sections
(1), (2), and (3) above for all subcontracted work.

5. The SPONSOR agrees that the costs reported to MDOT for this Agreement will represent only
those items that are properly chargeable in accordance with this Agreement. The SPONSOR also
certifies that it has read the Agreement terms and has made itself aware of the applicable laws,
regulations, and terms of this Agreement that apply to the reporting of costs incurred under the
terms of this Agreement.

6. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the
costs reported under this Agreement or questions the allowability of an item of expense, MDOT
will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report,
which may supplement or modify any tentative findings verbally communicated to the
SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a)
respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with
the audit report, (b) clearly explain the nature and basis for any disagreement as to a
disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned
or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and
will provide any supporting documentation necessary to resolve any disagreement or
questioned or no opinion expressed item of expense. Where the documentation is voluminous,
the SPONSOR may supply appropriate excerpts and make alternate arrangements to
conveniently and reasonably make that documentation available for review by MDOT. The
RESPONSE will refer to and apply the language of the Agreement. The SPONSOR agrees that
failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any
disallowance of an item of expense and authorizes MDOT to finally disallow any items of
questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within
one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT
determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that
amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30)
days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or
reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the
SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Agreement or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

The Sponsor agrees to comply with all portions of this grant Agreement.

Sponsor: City of Grand Haven

Authorized Sponsor Signatory: ________________________________

Authorized Sponsor Signatory (Printed): Linda L. Browand

Date: July 6, 2020

MDOT Signatory: ________________________________

MDOT Signatory Printed: ________________________________

Date: ________________________________
TO: Pat McGinnis, City Manager  
FROM: Char Seise, Community Affairs Manager  
DATE: 6/30/2020  
SUBJECT: 501 Miller Dr. Paisley Pig/Temporary Use Permit

Adam Sobczak, owner of Paisley Pig has submitted a temporary use permit to expand their food and alcohol service outdoors, by adding 5 tables and 20 seats from June 11th through October 31, 2020, operating from 11 a.m.- 10 p.m. 7 days per week.

Per Section 40-324.B.5 of the Zoning Ordinance, the City Council can grant approval of a temporary use permit that falls outside of the authority of the zoning administrator. In this case, the proposed use exceeds 30 days in duration, so it requires City Council approval. It should be noted that Jennifer Howland issued a 7 day permit to Mr. Sobczak to operate temporarily, in anticipation of City Council's approval to run the full proposed duration.

I received written confirmation that Waveland Condo Association has approved the service of alcohol outside as well.

Enclosed are the application and site plan. Please let me know if you have any questions.
TEMPORARY USE PERMIT APPLICATION
City of Grand Haven, 519 Washington Avenue, Grand Haven, MI 49417
Phone: (616) 847-3490 Website: www.grandhaven.org

Permit to authorize the temporary use of land for a tent, sidewalk sale, or seasonal sale of goods not related to the principal use of the lot or for placement of temporary structures.

Property Owner Information

Property owner's name: Adam Slobodak
Property owner's address: 333 Cottage Ln condo 202

Business name (if applicable): Patricia Berg
Telephone #: 616-607-7563

Telephone #: 231-343-4719

Describe proposed use: Service of food and alcohol sales

5 tables or 20 seats

Dates of proposed use: from 10/11/20 to 10/31/20

Days of operation: Monday - Sunday

Hours of operation: 11am - 10pm

Will electricity be used? (check one) yes no

(If yes, you must pull an electrical permit to be approved and inspected by the Electrical Inspector)

NOTE: This permit does not relieve the applicant from meeting any applicable requirements of law, statute or policy of any public bodies or agencies.

Vendor Information (if applicable)

Vendor name

Complete Address

Contact person

Telephone #

REQUIREMENTS

☐ Scale Drawing of proposed area including parking and traffic flow diagram (if necessary)
☐ Permit fee: $75.00
☐ Narrative providing additional event details.
☐ If erecting a tent: prior to occupancy, an inspection must be completed by the Department of Public Safety

By signing below, applicant agrees to perform the described work in accordance with all applicable sections of the City of Grand Haven Code of Ordinances. Signer will insure that all inspection requests are made a minimum of 24 hours prior to the requested time.

Signature

☐ Contractor  ☐ Owner  ☑ Agent

Office Use Only

Administrative Approval: Date of Approval:

City Council Approval: Date of Approval:
The large flower pots would be used to signal area for seaty with Alcohol. We would also have signs that say "No Alcohol beyond this point."
Jennifer,

Here is the email from Waveland to all residents of Grand Landing.

Josh
Paisley Pig

-------- Forwarded message --------
From: Josh Sandberg <jsandberg@paisleypigpub.com>
Date: Sat, Jun 13, 2020 at 1:17 PM
Subject: Fwd: Paisley Pig Update
To: Josh Sandberg <josh.sandberg28@gmail.com>

-------- Forwarded message --------
From: Stephanie Allaire <sallaire@wavelandpm.com>
Date: Fri, Jun 12, 2020 at 11:31 AM
Subject: Paisley Pig Update
To: Stephanie Allaire <sallaire@wavelandpm.com>

Good morning Grand Landing owners.

The Board of Directors asked me to inform you that they have approved Paisley Pig to serve alcohol in their outdoor seating area because of the 50% occupancy limit. The State is offering a liquor license extension for outside because of this limit. The idea is to make it as easy as possible to conduct business so that these restaurants can be successful.

Thank you,

Stephanie

All of us at Waveland care about the safety and well-being of our residents and our staff. In an effort to reduce possible infection for everyone to the COVID-19 virus, Waveland is adhering to recommendations from the CDC and the executive order issued by the State of Michigan. Our physical office site will be closed to the public until otherwise notified. We will continue to serve you via phone, email, and OST during normal business hours.
Waveland will be closed Friday, July 3rd to observe the Fourth of July holiday.

Stephanie Allaire
Association Manager

Simplifying life Simplified living

44 E. Lakewood Blvd.
Holland, MI 49424

Direct 616-512-9261
Main 616.796.1203
Fax 616.796.1204

If you have an urgent matter that needs immediate attention, please call the office. If the emergency is after business hours, please contact the on call maintenance person at 616.218.0383.
To: City Council  
From: P. McGinnis, City Manager  
Date: June 26, 2020  
RE: Crescent Theater Obsolete Property Rehabilitation District

One of Council’s ongoing goals is the redevelopment of the Washington Square commercial strip. On May 2, 2011, the Council adopted a Corridor Improvement Authority in Washington Square. The establishment of this district allowed Stanz Café to qualify for development liquor license, but other than that there has been zero activity using this tool. There is other potential benefit in having this district in existence, and there is no harm leaving the district in place. Should you need to activate the tools available, the Mayor and Council can activate the Authority by making five appointments.

Another opportunity is the Obsolete Property Rehabilitation Act. PA 146 of 2000 provides a tool for local government to encourage reinvestment in obsolete properties. If approved, the owner can freeze property taxes for up to twelve years. In order for a property to qualify for an exemption under this act, the local unit of government must first define the district in which exemptions might be available.

The owners of the Crescent Theater Building, Bob and Bobbie Sabine, are considering reinvesting in the corner property and creating a small office or retail space in the front of the store. One obstacle is the likely sharp increase in taxable value on the property compared to the modest increase in annual rents by renting the new space in the front of the building. The current taxable value of the property is $71,003, which creates an annual property tax liability of about $3,500. A fresh façade and improved space in front would surely increase this liability. These details would be looked at very closely if Council creates a district and if the Sabines apply for an exemption certificate.

Jennifer Howland has determined that the front space could be put to use as office or retail space based on past use (no additional parking required). This is very good news.

To get the process started, City Council is asked to schedule a Public Hearing as follows:

The Grand Haven City Council will hold a Public Hearing at 519 Washington Avenue at 7:30 p.m. on Monday, July 20, 2020 to accept public comment on the establishment of an obsolete property rehabilitation district for the following property: 1103 Washington Avenue, LOT 111 RYCENGAS ASSESSORS PLAT NO. 1, AKA Crescent Theater Building.
Attachment K

CITY COUNCIL
CITY OF GRAND HAVEN
Ottawa County, Michigan

Council Member Nieuwenhuis, supported by Council Member Scott, moved the adoption of the following resolution:

RESOLUTION NO. 11-162
A RESOLUTION TO ESTABLISH A CORRIDOR IMPROVEMENT AUTHORITY

WHEREAS, at its January 17, 2011, meeting, the Grand Haven City Council by resolution declared its intention to create and provide for the operation of a corridor improvement authority in accordance with the Corridor Improvement Authority Act, 2005 PA 280, as amended, MCL 125.2871 et seq.; and

WHEREAS, on February 21, 2011, the City Council held a public hearing to receive public input on the creation of a proposed corridor improvement authority and the designation of a proposed development area within the City; and

WHEREAS, after due consideration, the City Council has determined that it is in the best interest of the City to proceed with the establishment of the proposed corridor improvement authority.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:
1. Pursuant to the Corridor Improvement Authority Act, 2005 PA 280, as amended, MCL 125.2871 et seq, the City establishes the “Ferry Street Corridor Improvement Authority.”

2. As used in this resolution, the following words and terms shall have the meanings respectively ascribed to them:
   (a) Act 280 means the Corridor Improvement Authority Act, 2005 PA 280, as amended, MCL 125.2871 et seq.
   (b) Authority means the Ferry Street Corridor Improvement Authority.
   (c) Board means the Board of the Ferry Street Corridor Improvement Authority.
   (d) Development Area shall have the same meaning as in the Act and shall refer to the Development Area of the Authority.

Other terms used in this resolution, as applicable, shall have the meanings provided within Act 280.

3. The boundaries of the Development Area within which the Authority shall exercise its powers are described and depicted on the attached Exhibit A. A map reflecting the boundaries of the Development Area shall be kept on file in the City Clerk’s office.

4. The City establishes the Board of the Ferry Street Corridor Improvement Authority. Pursuant to and in accordance with Act 280, the Authority shall be under the supervision and control of the Board.

5. The Board shall consist of the mayor, or his or her assignee, and five members appointed by the mayor with the advice and approval of the City Council as follows:
   (a) Not less than a majority of the Board’s members shall own a business or property in the Development Area.
   (b) At least one of the Board’s members shall be a resident of the Development Area or reside within 1/2 mile of any part of the Development Area.
   (c) Before assuming the duties of office a Board member shall qualify by taking and subscribing to the constitutional oath of office.
6. Of the Board members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A Board member shall hold office until the member's successor is appointed. After the initial appointment, each Board member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the mayor for the unexpired term only. Members may be appointed for a second four-year term after which any person shall not be reappointed until the lapse of at least one (1) year from the expiration of that person's second four-year term.

7. Board members shall serve without compensation, but may be reimbursed for expenses in accordance with the City's budget and City policies.

8. The Board shall adopt rules governing its procedure and the holding of regular meetings, subject to the approval of the City Council. Annually, the Board shall elect a member to serve as chairperson.

9. The proceedings and rules of the Board are subject to the Opening Meetings Act, 1976 PA 267, as amended, MCL 15.261 et seq.

10. A writing prepared, owned, used, in the possession of, or retained by the Board in the performance of its official functions shall be subject to the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 et seq.

11. All expense items of the Board and the Authority shall be publicized monthly and the financial records shall be available to the public.

12. After having been given notice and an opportunity to be heard, a Board member may be removed from office for cause by the City Council.

13. Subject to the prior approval of the City Council, the Authority and the Board shall have such powers and duties as are provided in Act 280, including, but not limited to, the power to finance its activities in accordance with Act 280.

14. After adoption, the City Clerk shall file a certified copy of this resolution and Exhibit A with the Secretary of State and shall publish a certified copy of this resolution and Exhibit A in a newspaper of general circulation within the City.

15. All resolutions and parts of resolutions in conflict with this resolution are rescinded.

YEAS: Council Member(s) Nieuwenhuis, Scott, Fritz, Monetza, and Bergman

NAYS: Council Member(s) NONE

ABSTAIN: Council Member(s) NONE

ABSENT: Council Member(s) NONE

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its duly appointed Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Grand Haven, Ottawa County, Michigan, at a regular meeting held on May 2, 2011.

Date: May 2, 2011

Linda L. Niotis, City Clerk
The Obsolete Property Rehabilitation Act (OPRA), Public Act 146 of 2000, provides for a tax incentive to encourage the redevelopment of obsolete buildings. A new exemption will not be granted after December 31, 2026, but an exemption then in effect will continue until the certificate expires. The tax incentive is designed to assist in the redevelopment of older buildings in which a facility is contaminated, blighted or functionally obsolete. The goal is to rehabilitate older buildings into vibrant commercial and mixed-use projects.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?
OPRA tax abatements may be given for those eligible projects that take place on an obsolete property and result in a commercial or mixed-use building project located in only the qualified local units of government.

HOW DOES IT WORK?
A community essentially freezes the existing taxable value on a designated facility for up to 12 years. Additionally, the state treasurer may approve reductions of half of the school operating and state education taxes for a period not to exceed six years for 25 applications annually for rehabilitated facilities. By freezing the taxable value, it provides an incentive for the developer to make significant improvements to a building without increasing the property taxes on the building.

WHAT IS THE PROCESS?
Local government process to designate an Obsolete Property Rehabilitation District (OPRD)
1. The governing body of a qualified local unit of government, by resolution, may designate one or more OPRDs within that local governmental unit. The OPRD may consist of one or more parcels or tracts of land that is characterized by obsolete commercial or obsolete commercial housing property.
2. The qualified local unit of government may establish an OPRD on its own initiative or upon a written request by at least 50 percent of the owners of the property within the proposed OPRD.
3. Written notice of a public hearing is provided by certified mail to all owners of all real property within the proposed district.
4. The governing body holds a public hearing with a public
5. The governing body adopts a resolution establishing the district and the determination that it meets the requirements under the legislation.

Owner/developer process for obtaining an OPRA certificate
1. An owner of an obsolete property within the district files an application for an OPRA certificate with the clerk of the local government that includes the details of the project.
2. Once a completed application is received, the clerk must notify the assessor and each taxing unit that levies property taxes (e.g., county, community college, library, etc.).
3. The governing body holds a public hearing prior to acting on the resolution regarding the certificate.
4. Within 60 days of receipt of application, the local unit of government shall by resolution approve or disapprove the application for the certification for up to 12 years. The public hearings for the district and the exemption certificate may be held on the same day, but with individual public hearings.
5. Once approved locally, the application and resolution must be sent to the State Tax Commission (STC). The STC has 60 days to approve or disapprove the request. To apply for the abatement of school millage, the developer must make note of this on the application form. The STC is responsible for final approval and issuance of all OPRA certificates.

WHY WOULD A COMMUNITY WANT TO OFFER AN OBSOLETE PROPERTY TAX REHABILITATION TAX ABATEMENT?
The OPRA incentive is used to encourage the redevelopment of blighted buildings. In many cases, this could be an abandoned, multi-story industrial building that is now more suited for commercial or residential rental units. To the developer, the advantage is savings on property taxes. The tax incentives essentially freeze the local property taxes for up to 12 years, exempting from local property tax all real property improvements. In addition, the state treasurer has the ability to exempt one-half of the school millage for up to six years on 25 projects per year.

SUPPORTING STATUTE
PA 146 of 2000: Obsolete Property Rehabilitation Act

CONTACT INFORMATION
For more information, contact the Community Assistance Team (CAT) specialist assigned to your territory or visit www.miplace.org.
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated for reference purposes, this ______ day of ______ 2020, (the "Agreement") is made by and between HARBOR TRANSIT, a Public Transit Authority ("Harbor Transit"), whose address is 440 North Ferry Street, Grand Haven, Michigan 49417 and CITY OF GRAND HAVEN (the "Contractor") of 519 Washington Avenue, Grand Haven, Michigan 49417.

1. General Agreement. Harbor Transit agrees to hire Contractor and Contractor agrees to be retained by Harbor Transit as an independent contractor to perform services related to Harbor Transit's human resources services described in Exhibit A (the "Services") as part of a collaborative human resources opportunity. Contractor will provide human resources services.

2. Payment for Services. For 2020, Harbor Transit agrees to pay, and Contractor agrees to accept payment for the Services at a rate of $60.00 per hour for services provided by Zachary VanOsdol, including travel time. (This fee will be adjusted annually in January based upon the pay rates provided by the Contractor plus 15% for administrative overhead.) It is understood that Harbor Transit's primary contact with the Contractor will be with Zachary VanOsdol, unless otherwise agreed upon by the parties.

3. Relationship Created. Under all circumstances, the Contractor is not an employee of Harbor Transit for any purpose whatsoever but is an independent contractor. Harbor Transit is interested only in the proper performance of the Services by the Contractor, who shall have sole control of the manner and means of performance under this Agreement; yet, Harbor Transit will make all pertinent electronic, paper and technology available to Contractor at no extra expense as it would for a full-time staff member.

4. Expenses and Taxes. Contractor shall provide and be responsible for all reasonable and necessary expenses in fulfilling the obligations under this Agreement. Harbor Transit will not reimburse Contractor for any expenses, unless in direct correlation to the "Services" in Exhibit A. Contractor agrees that Harbor Transit shall neither withhold any income taxes or FICA contributions from any fees which might be owed to Contractor, nor make any FICA contributions on behalf of Contractor, nor make any contributions for FUTA, applicable state employment taxes relating to unemployment compensation or applicable state worker's disability compensation.

5. Contractor at Will. Contractor understands that the services provided to Harbor Transit shall be at the will of Harbor Transit and that the services may be terminated at any time by either party with or without cause.
6. **Term.** The term is from July 1, 2020, to October 31, 2020. This Agreement may be extended for up to three consecutive three-month periods upon written confirmation by City and Harbor Transit Managers.

7. **Insurance Matters.** Contractor represents and warrants to Harbor Transit that they are adequately insured for liability, casualty, and property loss under applicable law, as well as in accordance with reasonable customs and practices, for the performance of the Services. Harbor Transit shall not provide coverage under any worker's disability compensation insurance plan for any accident or injury arising in or out of the course of this Agreement and Harbor Transit shall not provide coverage under any unemployment compensation insurance plan, or for unemployment benefits either during or after the term of this Agreement.

8. **Indemnification by Contractor.** Contractor shall indemnify and hold Harbor Transit harmless against all claims made by Contractor or otherwise by reason of any misrepresentations, promises, or false statements made by Contractor. In addition, Contractor shall reimburse Harbor Transit on demand for any payment made by the Harbor Transit with respect to any claim for damages by reason of any such misrepresentations, promises or false statements, including reasonable attorney's fees, or other defense costs and all out-of-pocket expenses of Harbor Transit.

9. **Indemnification by Harbor Transit.** Provided the Contractor has acted in good faith and has not made any misrepresentation, false statements or promises that are inconsistent with Harbor Transit policies or procedures, Harbor Transit shall hold the Contractor (defined for purposes of this paragraph to include its officers and employees) harmless from, indemnify the Contractor for and defend the Contractor against any claims, causes of action, or lawsuits arising from the services performed by the Contractor pursuant to this Agreement.

10. **Miscellaneous.** This is the entire agreement of the parties and supersedes any prior agreement. This Agreement can only be modified in writing signed by both parties. The Agreement replaces and supersedes any prior agreements which may have existed between the parties, whether oral or written. Captions appearing at the beginning of each section hereof or within sections are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance. In this Agreement, words used in the singular shall include the plural, and the words used in the plural shall include the singular. The use of pronouns or other terms referring to the male gender shall include the female and/or neuter gender and use of pronouns or other terms referring to female gender shall include the male gender. Reference to any person or entity herein is presumed by any designation of such person or equity. The work "person" includes a firm, association, partnership, joint venture, corporation, trust or equivalent entity or a combination of them as well as a natural person. No terms or provisions of this Agreement shall be deemed waived by Harbor Transit and no breach excused by the same, unless the waiver or consent is in writing, signed by Harbor Transit. If any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall not be affected thereby and may be modified by a court of competent
jurisdiction; regardless, the Agreement shall remain in force and effect, and shall continue to govern the relationship between and among the parties. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the internal law of the State of Michigan, excluding any applicable conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above provided.

HARBOR TRANSIT

Public Transit Authority

_______________________ Date: _____________

_______________________ Date: _____________

CITY OF GRAND HAVEN

A Michigan Municipal Corporation

_______________________ Date: _____________

_______________________ Date: _____________
Exhibit A

Human Resources Collaboration

- Co-lead the recruitment, selection, and hiring process for a Harbor Transit Director
AGREEMENT

BETWEEN

POLICE OFFICERS LABOR COUNCIL
(COMMAND)

and

CITY OF GRAND HAVEN
PUBLIC SAFETY DEPARTMENT

Effective July 1, 2020 through June 30, 2022
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PREAMBLE

THIS AGREEMENT, effective July 1, 2020 by and between the CITY OF GRAND HAVEN, a Michigan municipal corporation of Grand Haven, Michigan (for purposes of convenience sometimes hereinafter called the “City”), and the POLICE OFFICERS LABOR COUNCIL (for purposes of convenience sometimes hereinafter called the “Union”).

ARTICLE 1
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the employees and the Union. Recognizing that the safety and well-being of the City residents are the paramount concern of all employees of the City Department of Public Safety, the City and the Union for and in consideration of the mutual premises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2
RECOGNITION

2.1: Recognition Clause. The City hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

All full-time and regular part-time sergeants, captain and lieutenants; excluding the director, deputy director, public safety officer and all other employees.

2.2: Individual Representation. Notwithstanding the provisions of Section 1 above, any individual employee may at any time present grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.

2.3: Gender. Use in this Agreement of pronouns such as he or she, him or her, or his or her shall be inclusive of all genders.
ARTICLE 3
UNION REPRESENTATION

3.1: Negotiating Committee. The City agrees to recognize a Negotiating Committee composed of not more than two (2) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union’s choosing. The Union shall furnish to the City a written list of the members of the Negotiating Committee, and shall advise the City in writing of any changes in such membership and of any alternate members of the Negotiating Committee. No negotiating member or alternate shall function as such until the City has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.

3.2: Meetings. All meetings between the City and the Negotiating Committee shall be at times mutually agreeable to the parties; and when any such meetings occur during a Negotiating Committee member’s scheduled working time, it is understood: (1) that the City shall not pay more than two (2) such Negotiating Committee members, per bargaining session, for their actual working time lost, and (2) that such Negotiating Committee members shall provide any Public Safety back-up required of them notwithstanding their meeting with the City.

ARTICLE 4
UNION SECURITY AND CHECK-OFF

To the extent the laws of the State of Michigan permit, it is agreed that:

4.1: The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

4.2: The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

4.3: As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees’ options with respect to becoming or not becoming a member of the Union.

4.4: Each employee who becomes a member of the Union after June 27, 2018, must sign the Union’s Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee’s desire to revoke same.
Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

4.5: The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer’s written authorization conflicts with the terms of the Union’s Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee’s clear intent to participate in Union payroll deductions.

4.6: Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 4.

4.7: Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.8: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee’s next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

4.9: If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

4.10: The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.
ARTICLE 5
MANAGEMENT RIGHTS

5.1: In General. The City on its own behalf and on behalf of its electors hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter and the laws and the Constitutions of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: to manage, direct and control the operations and activities of the Department of Public Safety; to hire, evaluate, promote, transfer within the Department of Public Safety, lay off and recall employees; to discipline and discharge employees for cause; to determine the composition and number of facilities and their locations; to determine the size of the work force required and to increase or decrease its size; to assign work; to direct the work force; to determine the services to be furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize services or operations within the Department of Public Safety; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

5.2: Rules and Regulations. The City shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the Department of Public Safety, so long as such rules and regulations are not inconsistent herewith. The Union shall have the right to grieve the enforcement on any such work rule.

5.3: Volunteers; Jobs; Classifications; Funded Programs. The Union recognizes that volunteer organizations and individuals may perform services in the Department of Public Safety which do not interfere or conflict with the normal work, safety, duties or privileges of employees within the bargaining unit. The Union further recognizes the right of the City to create new jobs, to reasonably alter existing classifications with the Union, and to utilize the services of persons whose compensation is provided by State or Federally funded programs.

5.4: The Union recognizes that the City may use paid on call firefighters to perform fire services in the Department of Public Safety.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1: In General. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees having a grievance shall discuss the same with the command officer or supervisor designated by the City to consider such grievances or, in the event of such command officer’s or supervisor’s unavailability, with the command officer or supervisor designated by the City as an alternate to consider such grievances, in an effort to resolve the matter informally. Such discussion should
take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

**STEP ONE.** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee or the Union. The written grievance must be presented to the Director of Public Safety or other command officer designated by the City to consider such grievances, or in the event of the Director of Public Safety’s or other command officer’s unavailability, to the person designated by the City as an alternate to consider such grievances, within ten (10) working days after the event occurred which is allegedly in violation of the Agreement and upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved employee or the Union at the time of its occurrence may be filed, in the manner herein provided, within ten (10) working days after the same could have been reasonably detected by the aggrieved employee or the Union. The Director of Public Safety or other command officer shall give a written answer to the aggrieved employee or the Union within five (5) working days after receipt of the written grievance.

**STEP TWO.** If the grievance has not been settled at Step One and the Union desires to appeal it to the Second Step, a written notice of such appeal must be served upon the City Manager, or in the event of his unavailability upon his designee, within five (5) working days after the Director of Public Safety’s Step One answer. The City Manager and the Union may, in the City Manager’s discretion, meet to consider the grievance within ten (10) working days after the City Manager receives the grievance at this Step. Whether or not the City Manager and the Union meet to consider the grievance, the City Manager shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

**STEP THREE.** If the grievance is not settled at Step Two and the Union desires to appeal it to the Third Step, the Union must file a written request for arbitration with the Michigan Employment Relations Commission (“MERC”) and must serve a written copy of such request upon the City Manager, all within ten (10) working days after the City Manager’s Step Two answer.

The written request to the MERC for arbitration of the grievance shall direct the MERC to submit to the City and the Union a list containing the names of seven (7) arbitrators approved by the MERC. Upon receipt of said list, the parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, each may strike the name(s) of any arbitrator(s) they are unwilling to accept and shall numerically rank order (number “1” being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names rank ordered, to the MERC and the MERC shall appoint the arbitrator with the lowest aggregate score when combining the rankings of each party from among the unstricken names. In the event an arbitrator is not able to be selected in this procedure based on any particular list, a subsequent list should be requested.

Any such arbitration proceeding shall be subject to all of the following terms and conditions:
A. The award of the arbitrator shall be binding upon the City, the grievant(s) and the Union;

B. Not more than one (1) grievance shall be heard by any arbitrator at any one time;

C. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of this Agreement;

D. The arbitrator shall not base his award on state or federal law, but must make his award solely on the basis of the provisions of this Agreement;

E. The arbitrator shall not change or alter any policies, rules and/or actions of the City which are not specifically in violation of this Agreement;

F. The arbitrator shall not award any adjustment or settlement of a grievance retroactively more than seven (7) working days before the date of filing the grievance; and any claim for or award of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;

G. The arbitrator shall not award any punitive damages;

H. The arbitrator shall have no power to award new salary schedules, or to award any monetary adjustments where there has been no wage loss;

I. The costs or expenses of the arbitrator shall be shared equally by the City and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;

J. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure; and

K. Any grievance which is not appealed to arbitration within the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.

6.2: Grievance Processing. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the City fails or neglects to answer a grievance within the time limit specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the City.

6.3: Working Days. As used in this Article, the words “working days” shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.
ARTICLE 7
DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

7.1: Just Cause. The City shall not discipline, discharge, suspend or demote any employee without just cause.

7.2: Union Notification. The City shall notify the Union of any employee discharge, suspension, demotion or other discipline which results in loss of work or pay.

7.3: Grievance Procedure. Grievances which involve discipline, discharge, suspension or demotion allegedly in violation of this Agreement, and which involve a loss of work or pay, shall be commenced at Step Three of the grievance procedure.

7.4: Discipline. The City shall not discipline, discharge, or suspend any employee without just cause. The City shall notify the affected employee and the President of the Union of any employee discharge, suspension or other discipline which results in loss of work or pay. Copies of all discipline issued to an employee shall be placed in the employee’s personnel file. Written discipline/discharge notices shall cite the specific conduct and/or rules, regulations, laws or ordinances the employee is alleged to have violated. An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the disciplinary action, shall have his/her record reviewed by the Department Director and the employee, upon the employee’s request. By mutual agreement only, the disciplinary action may be removed from the employee’s record. Personnel file maintenance and retention shall be in compliance with applicable law. Employees may review their personnel files during normal business hours pursuant to applicable law.

ARTICLE 8
SENIORITY

8.1: Definition. Seniority shall be defined as follows: Seniority shall exclude approved leaves of absence, unless otherwise provided in this agreement.

A. Department Seniority - Length of full-time service in the Police, Fire, or Public Safety Department.

B. Classification Seniority - Length of full-time service in a classification (i.e. sergeant, police officer, detective, fire-fighter).

C. Employer Seniority - Length of full-time service with the City of Grand Haven.

D. Bargaining Unit Seniority – Length of full-time service in the bargaining unit or in a classification included within the bargaining unit.

8.2: List. A seniority list shall be prepared by the City and a copy supplied to the Union. The list shall be revised and updated by the City every six (6) months, if changed.
In the event that more than one employee is hired on the same day, seniority shall be determined by alphabetical order of the employees' last names as of the date of hire. A change to an employee's last name after his/her date of hire shall not result in a change in seniority. In the event that more than one employee is hired or promoted on the same day, seniority shall be determined, first by seniority in the lower classification they were promoted from. If the classification seniority is the same, seniority will be determined by seniority in the Department.

8.3: **Probationary Employees.** Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed full-time with the Department of Public Safety for a continuous period of one (1) year following his last date of hire. During the probationary period, an employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The City shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, or to retain any employee for the full period of probation.

8.4: **Loss of Seniority.** An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:

A. He quits;
B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
C. He retires or is retired;
D. He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
E. He is on sick leave of absence for a period of one (1) year;
F. His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
G. He fails to report for work within two (2) working days following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or
H. He is absent from work for two (2) consecutive working days without notifying the City of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.

8.5: Seasonal, Temporary Help. Persons hired by the City within the Department of Public Safety to positions which are created for the summer or other temporary positions shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such seasonal, paid-on-call, part-time or other temporary positions shall not be used to cause the layoff of bargaining unit personnel. Seasonal, paid-on-call, part-time or other temporary positions may be used for the purpose of filling vacancies in the Public Safety Department.

If an employee filling a seasonal or temporary position is retained as a regular full time employee in a non-seasonal and non-temporary position subject to this Agreement, such employee shall be covered by the provisions of this Agreement commencing from the date of hire into the full time position and shall be credited with the number of hours worked in the seasonal or temporary position toward their seniority and economic benefits, except for pension credit which shall begin upon hire into the full time position.

ARTICLE 9
LAYOFF AND RECALL

9.1: Layoff.

A. Layoff shall mean a reduction in force, within the bargaining unit, for any reason determined by the City.

B. Layoffs within the bargaining unit shall be by classification seniority, with probationary employees laid off first before non-probationary employees, provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skills, abilities and qualifications required to perform the remaining work.

C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the limited "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:

1. Be a seniority (non-probationary) employee; and

2. Exercise such bumping privileges in writing to the Director of Public Safety, within forty-eight (48) hours of being notified of layoff; and

3. Bump into a lower paid classification within the bargaining unit or into a lower paid classification in the non-supervisory unit of the POLC, if permitted by the POLC collective bargaining unit; and
4. Have greater bargaining unit seniority than the person to be bumped; and

5. Be deemed by the City to possess all of the background, experience, training, skills, abilities and qualifications required to perform the work in the new classification; and

6. It is expressly understood and agreed, notwithstanding the layoff and recall provisions of this Article and notwithstanding any other terms and provisions of this Agreement, that the City may use volunteers (Civil Defense personnel, non-profit organizations), in any classification within the Department of Public Safety at any time.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

9.2: Recall.

A. Within two years of the layoff, if the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply:

1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected, provided they are deemed by the City to possess the background, experience, training, skills, ability and qualifications required to perform the work in the classification to which they would be recalled.

2. Recall notices shall be by mail, addressed to the employee's last known address. The employee must respond to the recall notice in writing within two weeks of the postmark date stating their intent to return. If no response is received, such employee shall be presumed to have resigned and shall have no further recall rights.

3. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the City through a recall as provided in this Article, without regard to the job posting provisions of this Agreement.
ARTICLE 10
JOB POSTING UNILATERAL TRANSFERS

10.1: If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven (7) calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The City shall make their selection on the basis of their judgment of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification seniority will be considered. In the event the senior employee is not transferred a statement of why he was not chosen shall be given to the senior employee at his request. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) days on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, whichever initiated the reversion and statement of reason for the action, prior to the reversion. A successful bidder may not bid again until a minimum of twelve (12) months have passed. Such assignment shall not exceed twenty-four (24) months duration. Additional time may be added by mutual consent of the Union and City.

ARTICLE 11
PROMOTIONS

11.1: This promotional procedure shall apply only to the classifications of lieutenant and captain.

11.2: Selection Criteria. Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position, and demonstrating satisfactory job performance in the present classification.

11.3: The City shall post the availability of a promotional position opening. Non-probationary employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.

11.4: The City shall have the sole right to select from those employees who have signed the posting (as provided in 11.3) to the positions of lieutenant or captain. The Employer may utilize any procedure, if any, to determine which of the employee(s) is the most qualified.

11.5: Probation. The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactorily may be reverted to their former position at their prevailing
rate of pay for the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his personnel records a discredit or demotion.

11.6: A sergeant may be assigned to perform lieutenant or captain duties without a pay adjustment for a consecutive period of up to fourteen (14) days provided said sergeant is qualified. Such work is usually assigned when a command officer is on vacation, absent due to illness or similar short term absences.

ARTICLE 12
LEAVES OF ABSENCE

12.1: Injury Leave. An employee who receives an injury or has an illness which is compensable under the Worker's Disability Compensation Act of 1969 and who has PTO accrued or accumulated may elect to receive paid injury leave in conjunction with such Worker's Compensation benefits in accordance with the following terms and conditions:

A. During the first seven (7) days of the compensable disability (i.e. before Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall have his accrued and accumulated PTO charged at the full rate for those days until such accrued and accumulated PTO is exhausted.

B. After the first seven (7) days of the compensable disability (i.e. after Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall be paid an amount equal to the difference between his Worker's Compensation benefits and his normal salary and shall have his accrued and accumulated PTO charged on a pro-rated basis proportionate to the City's payment until such PTO is exhausted.

C. When and if an employee having received full or partial paid injury leave without set off of Worker's Compensation benefits becomes eligible for Worker's Compensation benefits covering the same disability period, the City shall be entitled to a credit, by refund or otherwise, of paid injury leave in an amount equal to the Worker's Compensation benefits payable during said period. It is intended hereby that no employee shall receive more in paid injury leave and Worker's Compensation benefits than he would normally receive if working. Notwithstanding the provisions of this subsection, the City shall not be entitled to any such set off or credit with respect to so-called "specific loss" Worker's Compensation benefits paid pursuant to M.S.A. Section 17.237(361).

D. If such paid injury is not elected, or if an employee has no PTO accrued and accumulated, or if such PTO has been exhausted, then and in any such event an employee shall receive only the Worker's Compensation benefits payable under the Act.
E. Employees shall promptly report work-related injuries or illnesses to their supervisor.

12.2: Bereavement Leave. Eligible employees shall be granted bereavement leaves in accordance with the following terms and conditions:

A. In the event of a death in an employee's immediate family, such employee shall, upon request to the Director of Public Safety, be granted a leave of absence up to three (3) consecutive days without loss of pay, provided the employee is scheduled to work those days or is on his scheduled vacation. Required traveling distance, family conditions, and the relationship of the deceased to the employee shall control the duration of such leave. Based on these foregoing factors, the Director of Public Safety may, in his further discretion, grant additional bereavement leave days to an employee for death in the employee's immediate family. For purposes of this Section the term "immediate family" shall mean a spouse, a parent, a spouse's parent, a child, a step-child, a grandchild, a grandparent of the employee, or a brother or sister of the employee or his spouse.

B. In the event of the death of an employee's aunt or uncle, nephew, niece or spouse's grandparents to the first degree of relationship, such employee shall, subject to the same terms and conditions as are contained in subsection (A) above, be granted a leave of absence of not more than one (1) day without loss of pay.

C. Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

12.3: Military Leave. Any full-time employee who, while employed by the City, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The reemployment rights of such employees shall be in accordance with all laws and federal regulations.

12.4: Jury Leave. An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the City as far in advance as possible. Employees shall work scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty.

12.5: Unpaid Leaves of Absence. Employees may, for good and substantial reasons, be granted unpaid leaves of absence in accordance with the following terms and conditions:
A. Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Director of Public Safety and the City Manager.

B. Requests for unpaid leaves of absence shall be answered by the City within two (2) weeks (14 calendar days) from the date of receipt of application by the Director and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Director of Public Safety and the City Manager.

C. Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.

D. Employees shall not accrue seniority, PTO or holidays while on leaves of absence granted pursuant to the provisions of this Section.

E. Employee insurance benefits provided by this Agreement shall be the responsibility of the employee while on leaves of absence outside of FMLA granted pursuant to the provisions of this Section.

12.6: General Provisions. Except as otherwise specifically provided in this Agreement, leaves of absence outside of FMLA granted pursuant to this Article shall be subject to the following terms and conditions:

A. Employees shall not accrue seniority while on such leaves.

B. PTO and holidays earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.

C. All leaves of absence shall be without pay except as otherwise provided in this Article.

D. Notwithstanding the above provisions, the City may terminate a leave of absence if evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within seven (7) calendar days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by ordinary mail to the employee's last address on record with the City).

E. Verification of the leave status of an employee may be required by the City, upon request to the employee; and if such verification is not received within seven (7) calendar days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by ordinary mail to the employee's last address on record with the City.)
F. Upon an employee's return or anticipated return from any leave of absence, the City may require a physical examination and proof of fitness prior to allowing the employee to return to work.

ARTICLE 13
PAID TIME OFF (PTO)

13.1: Use of PTO. Paid Time Off (PTO) is intended to be used for vacation, sick days, and personal business. Furthermore, employees must use PTO for any vacation, sick days and personal days taken. Employees may not have unpaid time off until all PTO is exhausted. Upon proper notice as provided herein, PTO use will be approved provided that, in the opinion of the Department Director (or designee), such time off does not interfere with Department operations. It is understood that the Department must have adequate staffing at all times.

13.2: PTO Amounts. PTO will be earned as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 following date of hire</td>
<td>Prorated</td>
</tr>
<tr>
<td>July 1 following first year of service through 7th year of service</td>
<td>156 hours</td>
</tr>
<tr>
<td>July 1 following 7th year through 12th year of service</td>
<td>198 hours</td>
</tr>
<tr>
<td>July 1 following 12th year through 19th year of service</td>
<td>240 hours</td>
</tr>
<tr>
<td>July 1 following 19th and subsequent years of service</td>
<td>282 hours</td>
</tr>
</tbody>
</table>

PTO accrues beginning the date of hire for employees but is not provided to the employee until July 1. Employees may use PTO for sick/medical related reasons only until they are credited with the PTO accrual on July 1. Any PTO used prior will be subtracted from the amount credited to the employee.

13.3: Notification for Use. In order to use PTO, employees must schedule PTO in advance in accordance with Department rules, and PTO must be approved in advance by the appropriate Department designee. The only exception is the use of PTO for the purpose of sickness or accident, which do not require advance scheduling or approval. In the case of sickness or accident, the employee is required to notify his/her supervisor in accordance with Department rules as soon as the employee knows that absence from work will be necessary.

13.4: PTO Use for Illness. PTO is available for use for the illness of the employee or the employee’s immediate family. For purposes of this subsection, “immediate family” shall be defined as spouse, child (biological, foster, adopted, legal ward, or a child to whom the employee stands in loco parentis), stepchild, parent (biological, foster, stepparent, adoptive parent, legal guardian of an eligible employee or an eligible employee’s spouse, or an individual who stood in loco parentis when the eligible employee was a minor child), father-in-law, mother-in-law, grandparent, grandchild, sibling (biological, foster, or adopted), or as defined in MCL PA 369 of 2018. If PTO use for illness exceeds two (2) consecutive scheduled working days, or is on the employee’s last scheduled working day before and/or first scheduled working day after the employee’s vacation, or exceeds five (5) scheduled working days per year, the City may require the employee to present the certificate of a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying the employee's
ability to return to work. In lieu thereof, if the employee indicates in writing that he/she was not absent due to an FMLA qualified condition, the City may require a written, signed statement from the employee setting forth the reasons for the absence.

Upon returning to work following an illness that necessitated the employee’s absence from work, the employee must submit a written, signed request for PTO, stating the reason for such absence. Any employee making a false claim for PTO shall be subject to disciplinary action, including discharge.

13.5: PTO Use for Vacation. The City shall establish a schedule of available PTO vacation times. Each such schedule shall indicate how many employees may be absent for vacation, and the schedule shall be posted each year by January 10th. Employees shall have an opportunity to indicate their vacation time preference on the schedule on the basis of their seniority within each team, with the most senior employee within each team entitled to choose his/her vacation time first and the remaining employees within the team entitled to choose their vacation times in order of their respective seniority. Each employee shall have one week (7 calendar days) within which to choose his/her vacation time. In the event any employee fails to indicate his/her vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.

A. If at least two (2) weeks’ notice is provided by the requesting employee, the City shall permit a minimum of two (2) bargaining unit employees assigned to each of the twelve (12) hour shift teams, off on vacation per week. This minimum does not include employees whose regular assignments are other than those of road patrol and fire suppression.

B. Notwithstanding the aforementioned provisions, the City shall not be required to allow more than one (1) bargaining unit member to be off on PTO vacation during the week of the Annual Grand Haven Coast Guard Festival and the day of July 4th.

13.6: Payment. Paid Time Off shall be paid at employee’s regular straight time rate, exclusive of any premiums or differential pay, up to a maximum per day of eight (8) hours for eight (8) hour shift employees and up to twelve (12) hours per day for employees working twelve (12) hour shifts. PTO may not be used in increments of less than one (1) hour.

13.7: Maximum Carry Over. On June 30 of each year employees may carry over up to 72 hours into their next year’s PTO bank and up to 72 hours may be elected to be deposited into their HCSP at 100% of the value. Any additional amounts remaining in the employee’s PTO bank beyond what is carried over or deposited into the HCSP on June 30 will be lost. Employees may not waive PTO and take pay in lieu of leave.

13.8: Pay Out of PTO Bank Upon Separation. Employees who voluntarily quit after giving two (2) weeks’ advance written notice, or who terminate due to death, military service or retirement, will be paid any amounts remaining in their PTO bank. Upon death, PTO will be paid out to the employee’s estate.
13.9: **Transition to PTO – Sick Leave.** Effective July 1, 2017, no additional sick time will be added to employee sick leave balances. An employee’s sick leave balance on June 30, 2017 will be frozen and available to him/her for the duration of the employee’s employment with the City to use to supplement short term disability payments and workers disability compensation payments to a maximum of 100% of the employee’s base wage. Upon the employee’s death or retirement from active service under the City retirement program, the employee (or the employee’s beneficiary in the case of the employee’s death), will receive 50% of all unused sick leave days at the employees’ wage rate at the time of death or retirement. “Retirement” for purposes of this Section, shall mean that an employee is immediately eligible to collect full retirement benefits from MERS upon leaving the City’s employment, and is not applicable to employees who will be eligible to collect a full retirement benefit at a later date due to their service with the Employer.

The only exception to the 50% payout of the frozen sick bank described above is a duty-incurred death. Upon the duty-incurred death of an employee, such employee’s estate shall be paid the full amount (100%) of his/her accumulated sick leave hours. As used herein, the phrase “duty-incurred death” shall mean death resulting directly from specific and identifiable personal injury or injuries sustained in the course of active duty with the City.

13.10: **Donation of PTO.** Under the following circumstances a POLC unit employee with a minimum of two (2) years of service shall have the right to donate up to 60 hours per year of PTO to another POLC Employee provided:

1. A POLC unit employee has a serious long-term illness or injury and the Member has exhausted all PTO and any amounts in his/her frozen sick leave bank, or;

2. A POLC unit employee has an immediate family member, who has a serious long term illness or injury that requires care and the POLC unit employee has exhausted all PTO and any amounts in his/her frozen sick leave bank to provide this care.

3. After making a donation the donator must have a balance of at least 60 hours in their PTO bank.

Donations will only be accepted up to 13 weeks. In the event of a maternity leave or other disability, donations will only be accepted through the Doctor’s certified period of disability. Donated PTO days will be applied to the recipient in the order donated. Donations that go beyond the disability period will be returned.

To donate PTO time, employees must complete and sign a PTO Transfer Request form. The completed and signed form is to be submitted to the Payroll Department for processing. The City reserves the right to request a physician certification of illness/disability upon request. The donation of PTO time will be transferred on an hour for hour basis.

If a POLC unit employee has a qualifying long-term illness, injury, or care requirement and has exhausted all paid time off days, they may request time donations in
accordance with the aforementioned requirements. It is the Employee’s responsibility to contact Human Resources to begin the donation request process prior to exhausting all available Paid Time Off. The request must be made prior to running out of Paid Time Off.

**ARTICLE 14**

**HOLIDAYS**

14.1: **Holidays and Pay.** Subject to and in accordance with the provisions of this Article, eligible work employees shall be entitled to holiday pay for the following days:

- New Year’s Day
- Washington’s Birthday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

All employees shall be paid a dollar amount equal to five percent (5.0%) of their individual base pay as holiday pay in the last pay period of November. New employees shall have the holiday pay prorated over the holidays occurring after the employee’s date of employment with the City.

Captains and lieutenants and bargaining unit employees assigned to an investigator position on a temporary basis shall receive holiday pay, work forty (40) hours per week and shall be permitted to take five (5) of the designated holidays off with pay. Designation of the holidays taken off shall be mutually selected between the employee and the City. Captains and lieutenants must work five (5) holidays to be eligible for holiday pay.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

14.2: **Active Employment.** No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on leave of absence, or while he is absent due to a non-occupational illness or injury or absent due to an occupational disability exceeding one hundred and eighty (180) calendar days, or while he is laid off. It is understood that holiday pay shall not be denied an employee for any holiday falling within the first one hundred and eighty (180) calendar days of an occupational disability.

**ARTICLE 15**

**INSURANCE**

15.1: **Hospital-Medical Insurance.** Regular full-time employees will be eligible to participate in the City of Grand Haven’s chosen health insurance program. If the City of
Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees.

City contributions toward hospital-medical insurance shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee’s termination of employment.

Eligible employees who participate in the employer’s health insurance shall be required to contribute up to 20% towards the monthly premium, or whatever percent the non-union group is paying for the monthly premium for the plans offered, whichever is less.

The “percentage” is based on the Employer’s rates and the recommendation from its TPA, not to exceed the BC/BS illustrated rates. The employer shall make available a pre-tax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law. Unless mutually agreed otherwise, the Rx copay for the plans will be a five-tier copay at $10/$40/$80/15%/25%. A maximum outlay applies on the 15% tier ($150) and the 25% tier ($300).

15.2: Long Term and Short Term Disability. Employees shall continue to be covered by the City’s Long Term Disability Insurance program on the same terms and conditions as applied to other City employees.

The Employer shall maintain a short-term disability insurance program for members of the bargaining unit. Qualification for receiving these benefits are set forth in the terms of the short-term disability insurance program as determined by the insurance carrier.

15.3: Retirees. Regular full-time employees hired by the City before January 29, 2009, who: (i) participated in the group hospital-medical insurance and dental insurance program provided through the City immediately prior to their retirement, and (ii) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City’s retirement plan (MERS) or retire under the disability retirement provisions of the City’s retirement plan, shall be eligible to remain in said group hospital-medical insurance program and dental, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

Effective July 1, 2014 such participation shall cease upon the happening of the following event:

the retired employee attains the age of sixty-five (65) and the retiree is eligible for Medicare from any source.

Upon becoming eligible for medical coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage.
The cost of such group hospital-medical and dental insurance for such retired employees (including eligible dependents, if elected), shall be paid seventy-five (75%) percent by the City and twenty-five (25%) percent by the retired employee. The retired employee's portion of the cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

A retiree may waive insurance coverage to which he/she is entitled to under this Agreement but is not eligible to receive an opt-out payment. A retiree eligible for continued coverage under this section who has elected to waive the employer provided health insurance shall be entitled to re-enroll (opt back in) into the employer provided retiree health insurance plan during open enrollment periods or within thirty (30) days of a Qualifying Life Event (QLE). The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

15.4: Post-65 Retirees. If a retired employee hired by the City before January 29, 2009 remained in the City's group hospital-medical insurance program pursuant to Section 15.3 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 15.3 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer, such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program. The retired employee's participation shall also cease upon the retiree's death.

15.5: Life Insurance.

A. Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of fifty thousand ($50,000) dollars per employee. The entire cost of such employee coverage shall in be paid by the City.

Such City contributions toward life insurance shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.
15.6: **Dental Insurance.**

A. Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the City (including basic dental coverage on a 75/25 co-pay basis with an $800.00 maximum benefit and a basic orthodontic rider on a 75/25 co-pay basis with a $1,200.00 maximum lifetime benefit, with the insurance program responsible for the large percentage of the co-pay arrangement).

B. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid eighty (80%) percent by the City and twenty (20%) percent by the employee. The employee’s share of the premiums shall be paid by payroll deduction. If, however, an employee's check is insufficient to cover the employee's portion of the cost, the employee shall promptly and timely deposit with the City's Treasurer (or his designee) such additional monies as are necessary to cover the employee's portion of the cost; and failure of the employee to do so shall terminate the City's obligation to pay its share of the premiums for such employee and his eligible family dependents. The City's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The City's obligation to pay its portion of the premiums for such group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment.

15.7: **Vision Insurance.** Regular full time employees will be eligible to participate in the City’s vision reimbursement program which provides reimbursement up to $150 per fiscal year per family for vision care related expenses such as eye exams, glasses, contact lenses, etc.

15.8: **Change of Carriers.** The City shall have the right with respect to the group hospital-medical insurance program, the group term life insurance program, and the group dental insurance program, to change insurance carriers provided the insurance coverage is basically comparable to or better than such existing coverage.

15.9: **Insurance Continuation:** In the event that a regular full-time employee, who had been eligible to participate in one (1) or more of the City's group insurance programs, ceases to be actively employed by the City and thereby ceases to be eligible for participation in any City group insurance program (except to the extent specifically provided above for the continuation of certain retired employees in the City's group hospital-medical insurance program), the ability of any such employee to continue in any City group insurance program shall be governed by the requirements of United States Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985,
or any successor statute, to the extent Public Law 99-272 or any successor statute is applicable to the City.

15.10: Employee’s electing to waive the employer’s health insurance coverage shall be given the following amounts either, at the employee’s option, into a 457 deferred compensation plan or cash:

| Eligible for family coverage elected no coverage | $2,500 |
| Eligible for family coverage elected single coverage | $1,250 |
| Eligible for two person coverage elected no coverage | $1,500 |
| Eligible for two person coverage elected single coverage | $1,250 |
| Eligible for single coverage elected no coverage | $1,250 |

In the event payment of the above amounts would cause the City to be subject to a penalty or other adverse result under the Affordable Care Act or other federal or state legislation, the amounts shall be reduced to the extent necessary to avoid the penalty/adverse result. If an employee did not complete a full year of service the amount would be prorated. An employee who terminates during the probationary period would not be receiving this benefit. The amounts provided herein would be placed into the deferred compensation plan or paid out at the end of the calendar year.

In the event a bargaining unit employee has a spouse also employed by the City, neither spouse will be eligible for the payment in lieu of insurance.

The parties agree that if the City offers a City-wide insurance opt out plan, it may make the plan available to POLC bargaining unit employees, provided the opt out benefit exceeds the opt out benefit contained in the parties’ current collective bargaining agreement.

15.11: Health Care Savings Program. The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account. This account may be used by the employee, employee’s spouse and/or legal dependents. These funds are pre-tax dollars for both the employee and employer.

Sections 15.3 and 15.4 will remain only for employees hired before January 29, 2009. Employees hired before January 29, 2009 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee’s contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 15.3 and 15.4 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after January 29, 2009 will only have the HCSP, but the City will match the employee’s contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% (3% of gross wages).
ARTICLE 16
PENSION

16.1: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all employees:

A. Benefit Description:
   - Non-standard 3.0% Multiplier for all employees for all service prior to July 1, 2013.
   - 2.5% Multiplier for all service after July 1, 2013.
   - The parties agree that a Termination FAC will be used in the final pension calculation.
   - Maximum benefit 80% of FAC.
   - Benefit F50 (With 25 Years of Service).
   - 10 Year Vesting.
   - Benefit FAC-3 (3 year Final Average Compensation)
   - Benefit E-1 (Annual Increases for Past Retirees)
   - Benefit E-2 (Annual Increases for Future Retirees)
   - RS-50

16.2: For purposes of the City’s MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full time shall receive no service credit for any period of part-time employment.

16.3: Both the City and each employee shall split the cost to fund the required MERS contribution on a 50-50 basis with an employee maximum contribution of 17% (with the applicable MERS conversion factor applied to the employee contribution). The percentage of employee and City contributions necessary to maintain the 100% funding level will be determined based upon the annual actuarial report. In no case will the City and employees each contribute less than 2%.

16.4: 401A Money Purchase Plan. The City of Grand Haven provides a money purchase plan, which is a tax deferred retirement plan. The employer’s contribution will be two (2%) percent of the employee’s base earnings and the employee’s contribution is a mandatory two (2%) percent of the employee’s base earnings.

The City has the right to change providers when deemed necessary.

16.5  Roth IRA Deductions. The City shall provide employees the option to make Roth IRA contributions via payroll deduction.

ARTICLE 17
UNIFORMS

17.1: The City shall provide employees with uniforms in accordance with established Department specifications and as outlined in attached Appendix D.
17.2: All employees shall have the standard uniform, and the replacement of worn out or damaged articles of clothing shall be by the City as needed, but not more often than every six (6) months. Prior to ordering replacement uniforms and clothing, employees shall present worn out or damaged clothing to the Departmental Quartermaster or his designee for inspection.

17.3: All Public Safety Officer/Investigator Sergeants, lieutenants and captains (excluding bargaining unit members assigned to WEMET), shall be reimbursed up to $800 per year for clothing necessary to perform their duties. Bargaining unit members assigned to WEMET shall receive $500 per year. Temporary Investigators Sergeants whose assignment exceeds ninety (90) calendar days shall receive a pro-rated investigator clothing allowance.

17.4: Cleaning Allowance. The City shall provide a cleaning service for employees (except full-time investigators, but including lieutenants and captains) of an amount up to $450 per year, provided that all uniforms be professionally dry cleaned. The City shall provide a cleaning service to investigators, sergeants and bargaining unit members assigned to WEMET of an amount up to $250 per year for cleaning of their clothing used in the performance of their duties.

ARTICLE 18
WAGE/SALARIES AND OTHER COMPENSATION MATTERS

18.1: Wage/Salary Schedule. Employees shall be paid in accordance with the salary schedule attached hereto and made a part hereof as Appendix "A".

18.2: Merit Achievement Pay

The parties reserve the right to meet and, upon mutual agreement, modify the Merit Achievement Program. All employees shall receive such additional compensation for which they qualify as follows:

A. Employees qualifying, shall be eligible for semi-annual payments, to be made in December and June of each fiscal year, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ANNUAL PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 3 years of service</td>
<td>$100.00 per year</td>
</tr>
<tr>
<td>After 5 years of service</td>
<td>$200.00 per year</td>
</tr>
<tr>
<td>After 10 years of service</td>
<td>$400.00 per year</td>
</tr>
<tr>
<td>After 15 years of service</td>
<td>$600.00 per year</td>
</tr>
<tr>
<td>After 20 years of service</td>
<td>$800.00 per year</td>
</tr>
</tbody>
</table>

As used, "years of service" shall mean an employee's length of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, excluding leaves of absence.

B. Qualifications.
1. **Three (3) Years of Public Safety Service.** An employee must have at least three (3) years of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by carrying out duties and assignments to the best of his or her ability and in accordance with the rules, regulations and policies of the Department.

2. **Performance Evaluation.** To be eligible for merit payment, an employee must have received a satisfactory rating (average of all 4 month rating periods), on his or her performance rating.

3. **Physical Condition.** An officer must keep him/herself in good physical condition.

   a. An officer may qualify by successfully completing one (1) of the following three (3) alternatives:

      (1) Meeting all requirements of LEVEL 1 (Bronze) proficiency level (or better) of the Public Safety Physical Fitness Program, attached as appendix "D". If an Officer chooses and successfully completes the requirements of the LEVEL 1 (Bronze), LEVEL 2 (Silver), or LEVEL 3 (Gold) portion of the Public Safety Physical Fitness Program, the Officer will receive an additional annual payment as outlined in Appendix B –OR

      (2) Participate in the one hundred (100) miles in one hundred days walking program. - OR -

      (3) Participate in a pre-approved self-disciplined wellness program.

   b. In the event an officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the officer has no control, and the impairment is not of such nature as to disqualify the officer from Public Safety service, this qualification may be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the officer's health.

   c. An officer not meeting this requirement will forfeit one-half (½) of the semi-annual Merit Achievement payment for that six (6) month period.

18.3: **Hours of Work.**
A. The normal bi-weekly pay period consists of an average of eighty-four (84) hours. It is understood that sergeants are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.

18.4: Overtime. Time and one-half (1-1/2) of an employee's regular straight time hourly rate of pay shall be paid for all time, to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, PTO, and on-the-job injury which cumulatively is in excess of eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:

A. This Section 18.4 shall apply to sergeants only. Lieutenants and captains are not eligible for overtime pay under this Section.

B. Signing complaints, warrants, consultation with the Prosecutor and/or City Attorney - two (2) hours minimum at the time and one-half (1-1/2) the prevailing hourly rate.

C. Court Appearances - two and one-half (2 -1/2) hours minimum at time and one-half (1 -1/2) the prevailing hourly rate or time and one-half (1-1/2) of the actual time spent, whichever is greater. All witness fees shall be returned to the City.

D. Call Back - When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than three (3) hours at time and one-half (1-1/2) for work performed. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter. Employees scheduled at least seven (7) calendar days in advance to attend meetings, shall receive a minimum of one (1) hour or the actual number of hours, whichever is greater, at time and one-half.

18.5: Pay or Compensatory Time Off. Employees eligible to be paid at time and one-half (1-1/2) rates pursuant to Section 18.4 may elect to receive either time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off. All such elections shall, however, be subject to the following provisions:

A. The election of pay or compensatory time off must be made in writing before the end of the pay period in which it is earned. Otherwise the City may elect for the employee. Once the election of pay or compensatory time off is made, it may not thereafter be changed without the express prior consent and approval of the City.

B. Compensatory time off earned and elected shall be subject to a maximum logged accumulation of eighty (80) hours. (Employees may not log or accumulate compensatory time off beyond the
maximum allowed herein; and an employee having accumulated the maximum allowable compensatory time off must elect pay instead of additional compensatory time off).

C. Compensatory time off may only be taken at times which are approved, in advance, by the City.

ARTICLE 19
NO STRIKE

19.1: The Union agrees that during the term of this Agreement it, its members, or any employee in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other significant interruption or interference with the normal business or activities of the City. The City shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference; and the union shall not oppose such discipline or discharge, except that the Union may oppose such discipline or discharge if the employee asserts in good faith that he did not participate in such interruption or interference.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1: Severability.

A. If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or application of such Article, Section, paragraph or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.

20.2: Bulletin Board. The City agrees to provide the Union with a bulletin board, at a place mutually agreeable to the City and the Union, for use by the Union in posting appropriate notices pertaining to the Union and its bargaining unit members.
20.3: **Shift Schedules.** Prior to implementation, the City shall post for bid, when more than one shift per twenty-four (24) hours is required, available shifts and shift hours. Non-probationary employees shall be permitted to select the shift of their choice by classification seniority. The City reserves the right to deny a shift bid, regardless of seniority, if it will result in a married couple working the same shift. If two employees working on the same shift marry, the least senior employee will be transferred to another shift unless the parties mutually agree otherwise.

The City shall be permitted to change an employee's shift and/or team bid for the purpose of attending training, to cover for other employees while attending required training, and to cover for short-term or long-term vacancies due to injury, illness, leaves of absence, retirements, or changes in assignment. If an employee’s shift bid is changed for short-term department operational needs other than training, the change shall not exceed 4 months per calendar year provided the City:

A. First attempt to solicit volunteers who are willing to have their schedule altered to cover the vacancies.

B. If no employees volunteer to change shifts, the City shall make the necessary schedule changes and notify the affected employee(s) at least two (2) weeks in advance of the proposed schedule change.

C. When a change is made pursuant to B above, the least senior employee(s) on the effected shift(s) shall be changed.

20.4: **Residency.** All employees included in the POLC- Command bargaining unit and hired on or after July 1, 1987 shall reside and maintain their principal domicile within the limit of 20 miles from the nearest City limits of the City of Grand Haven. This Section shall be interpreted and construed consistent with applicable state law.

20.5: **No Tobacco Policy.** All employees in the Union’s bargaining unit are prohibited from using tobacco products on duty as a condition of continued employment.

Any employee violating this policy will be subject to discipline, up to, and including, discharge.

20.6: **Educational Reimbursement.** Bargaining unit employees are eligible to apply for tuition reimbursement in accordance with the City’s Tuition Reimbursement Policy.

20.7: **All employees hired after July 1, 1992 must agree to cross-train and be certified as both police officers and fire fighters.**

20.8: **Employees whose shifts include the hours during spring daylight savings time change shall be required to submit one (1) hour of accrued PTO deduction from their accrued PTO banks.**

Employees whose shifts include the hours during fall daylight savings time change shall be compensated one (1) hour at time and one-half their regular straight time wage.
20.9: Employees assigned voluntary training or schools shall not be entitled to overtime compensation unless the total number of hours in training or attending school, including travel time, exceeds their normal regularly scheduled work day or work week or is required by law.

Travel time shall only be considered if the training or school location is outside the Counties of Ottawa, Muskegon, Kent or Allegan.

20.10: The Union and employer agree to adhere to the City of Grand Haven drug-free workplace policy, as amended.

20.11: Those employees in the classifications of lieutenant and captain shall be permitted to use their assigned vehicle up to a distance of fifty (50) miles from the City limits while off duty.

20.12: **Fitness for Duty.** In the event that the Department Director determines that good cause exists to evaluate a member’s fitness for duty, a referral shall be made to a practicing and licensed physician, psychiatrist or psychologist having experience conducting examinations for peace officers or peace officer candidates. Said evaluation shall be directed only to the professional conducting the examination, and shall identify the officer’s duties and responsibilities as well as any specific areas of concern underlying the referral. The decision to send a member for a fitness for duty examination shall be at the discretion of the Department Director. However, in identifying areas of concern, the Department Director shall consider only those matters which are relevant to the ability of the member to perform his or her duties.

All communications between the member and physician, psychologist or psychiatrist shall be deemed confidential and shall not be disclosed to the City unless a written waiver has been executed by the member. A refusal to sign the waiver shall be considered insubordination and may result in discipline, up to and including termination of employment.

In the event that the physician, psychologist or psychiatrist selected by the Department Director renders an opinion (“first opinion”) that the member is unfit to perform his or her duties, the City will allow the individual to apply for a leave of absence in accordance with the policies of the City. The purpose of the Leave of Absence will be to allow the employee the time and focus to successfully be deemed fit for Duty and return to active duty. When an employee believes that they have indeed completed all steps necessary for them to be re-evaluated, the member shall have the right (at his or her own expense) to have an independent professional, with qualifications as identified above, perform a second evaluation and render an opinion (“second opinion”) as to the member’s fitness for duty. The member shall be permitted to use accumulated paid sick leave for time off necessary to procure the second opinion.

In the event that the second opinion determines that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. In the event that the second opinion of the professional retained by the member concludes that the member is able to perform the duties of a public safety officer, the Director shall consider those finding and recommendations, and may return the member to full duty.
In the event that (a) the second opinion finds the employee fit for duty; and (b) the Department Director declines to return the member to full duty, the parties shall mutually select a third physician, psychologist or psychiatrist to conduct an independent examination (“third opinion”). The third professional shall consider the evaluations of both the first and the second opinions as well as his or her own evaluation of the member and render a final determination of the member’s fitness for duty. Should the finding of the third professional conclude that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. The costs and fees charged by the third professional shall be shared by the parties equally.

When the Director requests a fitness for duty examination, he/she must inform the employee in writing of his/her reasons for doing so and the consequences of failure to cooperate. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination. Under no circumstances will an employee who has been determined unfit for duty be allowed to return to Active Duty until the employee has successfully completed a Fitness for Duty Evaluation.

20.13: EMT Training. The Employer will provide training for all employees to become EMT certified and all employees are required to participate in the training. Employees who do not pass or are unable to complete training shall not be transferred, assigned to less desirable duties or terminated from employment.

ARTICLE 21
SAFETY PROCEDURES

21.1: The City of Grand Haven shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a safety device. Employees shall follow safety rules and use all safeguards and safety equipment and make safety a part of their job.

ARTICLE 22
SPECIAL CONFERENCES

22.1: Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local President and the Employer’s designated representatives upon the request of either party. The Union Business Agent may attend the conference.

22.2: The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.
ARTICLE 23
UNPAID FAMILY AND MEDICAL LEAVE

23.1: Employees shall be eligible for unpaid family and medical leave in accordance with the City of Grand Haven Personnel Policy and the Family and Medical Leave Act.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective upon July 1, 2020 and shall continue in full force and effect from said date until midnight on the 30th day of June, 2022, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

POLICE OFFICERS LABOR COUNCIL               CITY OF GRAND HAVEN
a Michigan Municipal Corporation

___________________________   _________________________
Business Agent           Mayor

____________________________   _________________________
Negotiating Committee       City Clerk

____________________________   _________________________
Negotiating Committee       City Manager

Date:_______________________   Date:____________________
## APPENDIX A

### POLC COMMAND SALARIES/WAGES

<table>
<thead>
<tr>
<th>Effective</th>
<th>Start</th>
<th>6 Months</th>
<th>1 Year</th>
<th>2 Years</th>
<th>3 Years</th>
<th>4 Years</th>
<th>5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2020 (3.0%)</td>
<td>Step 1</td>
<td>Step 2</td>
<td>Step 3</td>
<td>Step 4</td>
<td>Step 5</td>
<td>Step 6</td>
<td>Step 7</td>
</tr>
<tr>
<td>Sergeant - PSO III</td>
<td>59,016</td>
<td>62,756</td>
<td>66,514</td>
<td>70,257</td>
<td>74,012</td>
<td>77,760</td>
<td>81,505</td>
</tr>
<tr>
<td></td>
<td>27.02</td>
<td>28.73</td>
<td>30.46</td>
<td>32.17</td>
<td>33.89</td>
<td>35.60</td>
<td>37.32</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>62,883</td>
<td>66,879</td>
<td>70,882</td>
<td>74,879</td>
<td>78,877</td>
<td>82,877</td>
<td>86,871</td>
</tr>
<tr>
<td></td>
<td>30.23</td>
<td>32.15</td>
<td>34.08</td>
<td>36.00</td>
<td>37.92</td>
<td>39.84</td>
<td>41.76</td>
</tr>
<tr>
<td>Captain</td>
<td>65,989</td>
<td>70,184</td>
<td>74,389</td>
<td>78,586</td>
<td>82,784</td>
<td>86,982</td>
<td>91,179</td>
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<tr>
<td></td>
<td>31.73</td>
<td>33.74</td>
<td>35.76</td>
<td>37.78</td>
<td>39.80</td>
<td>41.82</td>
<td>43.84</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective</th>
<th>Start</th>
<th>6 Months</th>
<th>1 Year</th>
<th>2 Years</th>
<th>3 Years</th>
<th>4 Years</th>
<th>5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2021 (3.0%)</td>
<td>Step 1</td>
<td>Step 2</td>
<td>Step 3</td>
<td>Step 4</td>
<td>Step 5</td>
<td>Step 6</td>
<td>Step 7</td>
</tr>
<tr>
<td>Sergeant - PSO III</td>
<td>60,786</td>
<td>64,639</td>
<td>68,509</td>
<td>72,365</td>
<td>76,232</td>
<td>80,093</td>
<td>83,950</td>
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<tr>
<td></td>
<td>27.83</td>
<td>29.60</td>
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<td>33.13</td>
<td>34.90</td>
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<td>38.44</td>
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<tr>
<td>Lieutenant</td>
<td>64,769</td>
<td>68,885</td>
<td>73,008</td>
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<td>81,243</td>
<td>85,363</td>
<td>89,477</td>
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<td>31.14</td>
<td>33.12</td>
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<td>37.08</td>
<td>39.06</td>
<td>41.04</td>
<td>43.02</td>
</tr>
<tr>
<td>Captain</td>
<td>67,969</td>
<td>72,290</td>
<td>76,621</td>
<td>80,944</td>
<td>85,268</td>
<td>89,591</td>
<td>93,914</td>
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<td></td>
<td>32.68</td>
<td>34.75</td>
<td>36.84</td>
<td>38.92</td>
<td>40.99</td>
<td>43.07</td>
<td>45.15</td>
</tr>
</tbody>
</table>
APPENDIX B/LEVELS OF PHYSICAL FITNESS

1. Exercise Options

Bronze – Add $250 per year

Silver - 5% above bronze requirements. Add $350 per year

Gold - 10% above bronze requirements. Add $500 per year

<table>
<thead>
<tr>
<th>Exercise</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Push-ups</td>
<td>MCOLES for age/gender—MCOLES guidelines for push-up form</td>
</tr>
<tr>
<td>Sit-ups</td>
<td>MCOLES for age/gender—MCOLES guidelines for sit-up form</td>
</tr>
<tr>
<td>½ mile shuttle run</td>
<td>MCOLES for age/gender—MCOLES guidelines for run</td>
</tr>
<tr>
<td>Equipment carry</td>
<td>Current Department Standard—PSOIII Test—5 minute time limit</td>
</tr>
<tr>
<td>Simulated Rescue—Dummy Carry</td>
<td>Current Department Standard—PSOIII Test—3 min male/5 min female</td>
</tr>
<tr>
<td>Simulated hose pull</td>
<td>Current Department Standard—PSOIII Test—1 minute time limit</td>
</tr>
</tbody>
</table>

MCOLES Standards as Determined and Periodically Adjusted by the Commission
Current Standards:

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Vertical Jump</th>
<th>Sit-Ups</th>
<th>Push-Ups</th>
<th>½-Mile Shuttle Run</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-29</td>
<td>17.5</td>
<td>32</td>
<td>30</td>
<td>4:29.6</td>
</tr>
<tr>
<td>30-39</td>
<td>16.0</td>
<td>30</td>
<td>30</td>
<td>4:38.2</td>
</tr>
<tr>
<td>40 +</td>
<td>15.0</td>
<td>30</td>
<td>28</td>
<td>4:54.7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Vertical Jump</th>
<th>Sit-Ups</th>
<th>Push-Ups</th>
<th>½-Mile Shuttle Run</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-29</td>
<td>11.0</td>
<td>28</td>
<td>7</td>
<td>5:35.4</td>
</tr>
<tr>
<td>30-39</td>
<td>9.0</td>
<td>19</td>
<td>7</td>
<td>5.59.1</td>
</tr>
<tr>
<td>40 +</td>
<td>8.0</td>
<td>18</td>
<td>7</td>
<td>6.13.3</td>
</tr>
</tbody>
</table>
To: Director of Public Safety

FROM __________________________ DATE ____________________

This is a request for preliminary approval of a plan to meet the employee’s participation requirement for the DEPARTMENT OF PUBLIC SAFETY Health and Wellness Program. It is not a request for approval of the completion of the employee’s plan or participation.

DESCRIBE THE PROPOSED PLAN OR PROGRAM ON WHICH YOU ARE SEEKING APPROVAL, INCLUDE LENGTH OF PROGRAM, HISTORICAL INVOLVEMENT AND WHO ADMINISTERS THE PROGRAM. (Attach additional sheets if necessary).

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

PLEASE DESCRIBE HOW YOU PROPOSE TO DOCUMENT YOUR PARTICIPATION IN THIS PROPOSED PROGRAM: ___________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Employee Signature

( ) Plan will not be recommended.
( ) Plan will not be recommended as outlined. Please contact the Director to discuss ways to qualify your participation.
( ) Plan meets general guidelines as outlined. However, approval of participation will not be given until the program is completed and the required documentation is submitted. Final approval will be at the discretion of the Director.

Dated: __________________________ Director of Public Safety

Documentation Due Date: __________________________
APPENDIX B (CONTINUED)

100 MILES IN 100 DAYS

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM

Session I: March - June
Session II: July - October

WALKING PROGRAM GUIDELINES

1. You must be a Grand Haven Department of Public Safety employee to participate in this Walking Program.

2. You must officially sign up (register) prior to walking any miles in this program. You may register for the program by contacting the Administrative Lieutenant of Public Safety.

3. All participants must have completed the assessment portion of the National YMCA Fitness Evaluation.

4. Walking may be done prior to the work day, during the lunch hours, after the work day, or on weekends, but not on duty.

5. You must walk a minimum of one (1) mile each time you walk.

6. All miles walked must be recorded on your “Mileage Card”. Your miles must be verified by having another program participant or spouse participant initial your Mileage Card each time you walk.

7. Jogging only may be substituted for walking.

8. “Mileage Cards” and maps of the designated routes are available from the Administrative Lieutenant of Public Safety. Also, you may supply a verifiable route of your own. The completed “Mileage Cards” must be turned into the Administrative Lieutenant of Public Safety on a weekly basis.

9. If you walk 100 miles or more (Session I or Session II) this walking program may be used to qualify for the semi-annual Physical Condition portion of the Merit Achievement Program. Proper verification by another walker or spouse participant is required to meet qualifications.
GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY
WALKING PROGRAM MILEAGE LOG

Name:    Week Beginning:

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
</table>

Date

Miles

Partners Initials

Total Miles
This Week  

___________________________________________  Administrative Lieutenant
Dues Check-Off Authorization Form

I hereby request and authorize to be deducted from my wages while in your employment, a labor representation fee of $41.50 per month. If any additional, or changes, to this amount are to be made it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10\textsuperscript{th} of each month to the:

POLICE OFFICERS LABOR COUNCIL
667 East Big Beaver, Suite 205
Troy, MI 48083

This authorization shall remain in effect until by written notice to the Employer.

Please Print:

NAME ____________________________
First Middle Initial Last

SOCIAL SECURITY NO. ________________________________

Address Street

City State Zip Code

Employee’s Signature ____________________________ Date ___________
### COGH/POLC PATROL/POLC COMMAND
#### 2017 REVISIONS
#### APPENDIX E-UFORMS

<table>
<thead>
<tr>
<th>PSO I</th>
<th>PSO II and III</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Class B (fatigue) long sleeve shirt</td>
<td>1 Class A uniform hat with hat badge</td>
</tr>
<tr>
<td>4 Class B (fatigue) short sleeve shirt</td>
<td>2 Ties</td>
</tr>
<tr>
<td>4 Class B (fatigue) pant</td>
<td>4 Long sleeve class A uniform shirts</td>
</tr>
<tr>
<td>1 Class A long sleeve shirt</td>
<td>4 Short sleeve class A uniform shirts</td>
</tr>
<tr>
<td>1 Class A short sleeve shirt</td>
<td>4 Class A uniform pant</td>
</tr>
<tr>
<td>1 Class A pant</td>
<td>1 Class B (fatigue) long sleeve shirt</td>
</tr>
<tr>
<td>1 Class A uniform hat with hat badge</td>
<td>1 Class B (fatigue) short sleeve shirt</td>
</tr>
<tr>
<td>1 Uniform badge</td>
<td>1 Class B (fatigue) pant</td>
</tr>
<tr>
<td>1 Uniform pants belt</td>
<td>1 Uniform pants belt</td>
</tr>
<tr>
<td>1 Nylon pants belt</td>
<td>1 Nylon pants belt</td>
</tr>
<tr>
<td>2 ties</td>
<td>1 Multi-purpose jacket</td>
</tr>
<tr>
<td>1 Raincoat with rain protector for class A uniform hat</td>
<td>1 Uniform badge</td>
</tr>
<tr>
<td>1 Pair side cutter or similar self-rescue tool</td>
<td>2 Name plates</td>
</tr>
<tr>
<td>2 Overalls</td>
<td>1 Set collar brass</td>
</tr>
<tr>
<td>1 Baseball style cap</td>
<td>1 Duty belt</td>
</tr>
<tr>
<td>1 Winter coat</td>
<td>1 Duty holster</td>
</tr>
<tr>
<td>1 Summer jacket</td>
<td>1 Magazine case</td>
</tr>
<tr>
<td>1 Winter cap</td>
<td>1 Set handcuffs and case</td>
</tr>
<tr>
<td>1 Mock turtleneck “Dickie”</td>
<td>1 ink pen clip style handcuff key</td>
</tr>
<tr>
<td>1 Rechargeable flashlight</td>
<td>1 OC Spray and case</td>
</tr>
<tr>
<td>1 Class C polo-style shirt with department logo</td>
<td>1 Baton and case</td>
</tr>
<tr>
<td>1 Class C pant</td>
<td>1 Wallet badge</td>
</tr>
<tr>
<td>1 Tourniquet with holster</td>
<td>1 Wallet badge case</td>
</tr>
<tr>
<td>1 pair footwear (shoes or boots)</td>
<td>1 Tourniquet with holster</td>
</tr>
<tr>
<td>1 Soft body armor for active violence</td>
<td>1 Helmet</td>
</tr>
<tr>
<td>response/rescue</td>
<td></td>
</tr>
<tr>
<td>3 Cotton T-shirts with department logo</td>
<td>1 Raincoat with rain protector for class A uniform hat</td>
</tr>
<tr>
<td>1 Pair winter gloves</td>
<td>1 Patrol bag</td>
</tr>
<tr>
<td>1 Set collar brass</td>
<td>1 Baseball style cap</td>
</tr>
<tr>
<td>1 Name plate</td>
<td>1 Class C polo-style shirt with department logo</td>
</tr>
<tr>
<td></td>
<td>1 Class C pant</td>
</tr>
</tbody>
</table>

**Fire Marshal (Same as PSO II/III except add)**

- Add 1 additional class B (fatigue) long sleeve shirt
- Add 1 additional class B (fatigue) short sleeve shirt

Add 1 Rechargeable flashlight-duty belt (or) fire helmet

1 Pair patrol/frisk gloves

1 Mock turtleneck “Dickie”
Add 1 additional class B (fatigue) pant
1 hard hat
1 pair leather work gloves
1 lightweight “fire safe” jacket, pants, or coverall
1 Rechargeable work light

1 Pocket Handcuff Key
1 Holster for class B/C
1 Pair side cutter or similar self-rescue tool
1 Storage clip board
1 Winter cap
4 Belt loop holders
1 Pair winter gloves
3 Wicking or vented shirts for wear under soft body armor
3 Cotton T-shirts with department logo
1 pair footwear (shoes or boots)
1 Soft body armor ballistic vest
1 Taser holster
AGREEMENT
BETWEEN
POLICE OFFICERS LABOR COUNCIL
(PATROL)
AND
CITY OF GRAND HAVEN
PUBLIC SAFETY DEPARTMENT

Effective July 1, 2020 through June 30, 2022
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PREAMBLE

THIS AGREEMENT, effective July 1, 2020, by and between the CITY OF GRAND HAVEN, a Michigan municipal corporation of Grand Haven, Michigan (for purposes of convenience sometimes hereinafter called the "City"), and the POLICE OFFICERS LABOR COUNCIL (for purposes of convenience sometimes hereinafter called the "Union").

ARTICLE 1
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the employees and the Union. Recognizing that the safety and well-being of the City residents are the paramount concern of all employees of the City Department of Public Safety, the City and the Union for and in consideration of the mutual premises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2
RECOGNITION

2.1: Recognition Clause. The City hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

All regularly scheduled full-time public safety officers, firefighters, police officers, police officer/investigators and fire marshals employed by the City of Grand Haven, but excluding sergeants, lieutenants and all command officers, supervisors, and all other employees.

2.2: Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-time Employee: A full-time employee is an employee scheduled to work at least eighty (80) or more hours per pay period on a regular basis in a position classified by the Employer as full-time.

Part-time Employee: A part-time employee is an employee who is scheduled to work less than an average of 30 hours per week or less than 130 hours per month in a position classified by the Employer as part-time. Part-time employees may be regularly scheduled to work, or may be called to work as needed by the Employer as a casual or relief replacement for a regular full-time employee.

Paid-On-Call: A paid-on call employee is called to work as needed by the Employer to perform firefighter duties.

Temporary or Seasonal Employees: Temporary and seasonal employees are hired for a period of limited duration not to exceed one (1) year. Seasonal employees are hired to augment the work force during periods of greater need. Temporary employees are hired to fill in for employees who are absent for extended periods.
An employee’s status shall be designated at the time of hiring.

2.3: Individual Representation. Notwithstanding the provisions of Section 1 above, any individual employee may at any time present grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.

2.4: Gender. Use in this Agreement of pronouns such as he or she, him or her, or his or her, shall be inclusive of all genders.

ARTICLE 3
UNION REPRESENTATION

3.1: Negotiating Committee. The City agrees to recognize a Negotiating Committee composed of not more than four (4) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union’s choosing. The Union shall furnish to the City a written list of the members of the Negotiating Committee, and shall advise the City in writing of any changes in such membership and of any alternate members of the Negotiating Committee. No negotiating member or alternate shall function as such until the City has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.

3.2: Meetings. All meetings between the City and the Negotiating Committee shall be at times mutually agreeable to the parties; and when any such meetings occur during a Negotiating Committee member’s scheduled working time, it is understood: (1) that the City shall not pay more than two (2) such Negotiating Committee members, per bargaining session, for their actual working time lost, and (2) that such Negotiating Committee members shall provide any Public Safety back-up required of them notwithstanding their meeting with the City.

ARTICLE 4
UNION SECURITY AND CHECK-OFF

To the extent the laws of the State of Michigan permit, it is agreed that:

4.1: The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

4.2: The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

4.3: As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees’ options with respect to becoming or not becoming a member of the Union.

4.4: Each employee who becomes a member of the Union after June 27, 2018, must sign the Union’s Application for Union Membership and Authorized Dues Deduction Card, and shall so do with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or
for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee’s desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

4.5: The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer’s written authorization conflicts with the terms of the Union’s Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee’s clear intent to participate in Union payroll deductions.

4.6: Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 4.

4.7: Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.8: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee’s next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

4.9: If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

4.10: The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

5.1: In General. The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter and the laws and the Constitutions of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: to manage, direct and control the operations and activities of the Department of Public Safety; to hire, evaluate, promote, transfer within the Department of Public Safety, lay off and recall employees; to discipline and discharge employees for cause; to determine the composition and number of facilities and their locations; to determine the size of the work force required and to increase or decrease its size; to assign work; to direct the work force; to determine the services to be furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize services or operations within the
Department of Public Safety; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

5.2: Rules and Regulations. The City shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the Department of Public Safety, so long as such rules and regulations are not inconsistent herewith. The Union shall have the right to grieve the enforcement of any such work rule.

5.3: Volunteers; Jobs; Classifications; Funded Programs. The Union recognizes that volunteer organizations and individuals may perform services in the Department of Public Safety which do not interfere or conflict with the normal work, safety, duties or privileges of employees within the bargaining unit. The Union further recognizes the right of the City to create new jobs, to reasonably alter existing classifications with the Union, and to utilize the services of persons whose compensation is provided by State or Federally funded programs.

5.4: The Union recognizes that the City may use part-time and paid on-call firefighters to perform fire services in the Department of Public Safety.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1: In General. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees having a grievance shall discuss the same with the command officer or supervisor designated by the City to consider such grievances or, in the event of such command officer's or supervisor's unavailability, with the command officer or supervisor designated by the City as an alternate to consider such grievances, in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

STEP ONE. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee or the Union. The written grievance must be presented to the Sergeant or other command officer designated by the City to consider such grievances, or in the event of such sergeant's or other command officer's unavailability to the person designated by the City as an alternate to consider such grievances, within ten (10) working days after the event occurred which is allegedly in violation of the Agreement and upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved employee or the Union at the time of its occurrence may be filed, in the manner herein provided, within ten (10) working days after the same could have been reasonably detected by the aggrieved employee or the Union. The designated sergeant or other command officer shall give a written answer to the aggrieved employee or the Union within five (5) working days after receipt of the written grievance.

STEP TWO. If the grievance is not settled in Step One and the Union desires to appeal it to the Second Step, the Union must serve written notice of such appeal upon the Commander in charge of the Division for which the alleged violation has occurred or his designee within five (5) working days after the designated sergeant’s or other command officer’s written Step One answer. The Division Commander or his designee shall give the Union a written,
dated and signed Step Two answer within five (5) working days after he receives the grievance at this Step.

STEP THREE. If the grievance is not settled in Step Two and the Union desires to appeal it to the Third Step, the Union must serve written notice of such appeal upon the Director of Public Safety, or in the event of his unavailability upon his designee, within five (5) working days after the Division Commander’s written Step Two answer. The Director and the Union may, in the Director’s discretion, meet to consider the grievance within ten (10) working days after the Director receives the grievance at this Step. Whether or not the Director and the Union meet to consider the grievance, the Director shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FOUR. If the grievance has not been settled at Step Three and the Union desires to appeal it to the Fourth Step, a written notice of such appeal must be served upon the City Manager, or in the event of his unavailability upon his designee, within five (5) working days after the Director of Public Safety’s Step Three answer. The City Manager and the Union may, in the City Manager’s discretion, meet to consider the grievance within ten (10) working days after the City Manager receives the grievance at this Step. Whether or not the City Manager and the Union meet to consider the grievance, the City Manager shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FIVE. If the grievance is not settled at Step Four and the Union desires to appeal it to the Fifth Step, the Union must file a written request for arbitration with the Michigan Employment Relations Commission (“MERC”) and must serve a written copy of such request upon the City Manager, all within ten (10) working days after the City Manager’s Step Four answer.

The written request to the MERC for arbitration of the grievance shall direct the MERC to submit to the City and the Union a list containing the names of seven (7) arbitrators approved by the MERC. Upon receipt of said list, the parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, each may strike the name(s) of any arbitrator(s) they are unwilling to accept and shall numerically rank order (number “1” being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names rank ordered, to the MERC and the MERC shall appoint the arbitrator with the lowest aggregate score when combining the rankings of each party from among the non-stricken names. In the event an arbitrator is not able to be selected in this procedure based on any particular list, a subsequent list should be requested.

Any such arbitration proceeding shall be subject to all of the following terms and conditions:

A. The award of the arbitrator shall be binding upon the City, the grievant(s) and the Union;
B. Not more than one (1) grievance shall be heard by any arbitrator at any one time;
C. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of this Agreement;
D. The arbitrator shall not base his award on state or federal law, but must make his award solely on the basis of the provisions of this Agreement;
E. The arbitrator shall not change or alter any policies, rules and/or actions of the City which are not specifically in violation of this Agreement;
F. The arbitrator shall not award any adjustment or settlement of a grievance retroactively more than seven (7) working days before the date of filing the grievance; and any claim for or award of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;

G. The arbitrator shall not award any punitive damages;

H. The arbitrator shall have no power to award new salary schedules, or to award any monetary adjustments where there has been no wage loss;

I. The costs or expenses of the arbitrator shall be shared equally by the City and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;

J. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure; and

K. Any grievance which is not appealed to arbitration within the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.

6.2: Grievance Processing. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the City fails or neglects to answer a grievance within the time limit specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the City.

6.3: Working Days. As used in this Article, the words "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

ARTICLE 7
DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

7.1: Just Cause. The City shall not discipline, discharge, suspend or demote any employee without just cause.

7.2: Union Notification. The City shall notify the Union of any employee discharge, suspension, demotion or other discipline which results in loss of work or pay.

7.3: Grievance Procedure. Grievances which involve discipline, discharge, suspension or demotion allegedly in violation of this Agreement, and which involve a loss of work or pay, shall be commenced at Step Three of the grievance procedure.

7.4: Discipline. The City shall not discipline, discharge, or suspend any employee without just cause. The City shall notify the affected employee and the President of the Union of any employee discharge, suspension or other discipline which results in loss of work or pay. Copies of all discipline issued to an employee shall be placed in the
employee’s personnel file. Written discipline/discharge notices shall cite the specific conduct and/or rules, regulations, laws or ordinances the employee is alleged to have violated. An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the disciplinary action, shall have his/her record reviewed by the Department Director and the employee, upon the employee’s request. By mutual agreement only, the disciplinary action may be removed from the employee’s record. Personnel file maintenance and retention shall be in compliance with applicable law. Employees may review their personnel files during normal business hours pursuant to applicable law.

ARTICLE 8
SENIORITY

8.1: Definition. Seniority shall be defined as follows: Seniority shall exclude approved leaves of absence, unless otherwise provided in this agreement.

A. Department Seniority - Length of full-time service in the Police, Fire, or Public Safety Department.

B. Classification Seniority - Length of full-time service in a classification (i.e. police officer, detective, fire-fighter).

C. Employer Seniority - Length of full-time service with the City of Grand Haven.

8.2: List. A seniority list shall be prepared by the City and a copy supplied to the Union. The list shall be revised and updated by the City every six (6) months, if changed.

In the event that more than one employee is hired on the same day, seniority shall be determined by alphabetical order of the employees’ last names as of the date of hire. A change to an employee’s last name after his/her date of hire shall not result in a change in seniority.

8.3: Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed full-time with the Department of Public Safety for a continuous period of one (1) year following his last date of hire. During the probationary period, an employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The City shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full period of probation.

8.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:

A. He quits;

B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;

C. He retires or is retired;

D. He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;

E. He is on sick leave of absence for a period of one (1) year;
F. His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;

G. He fails to report for work within two (2) working days following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or

H. He is absent from work for two (2) consecutive working days without notifying the City of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.

8.5: Seasonal, Temporary Help. Persons hired by the City within the Department of Public Safety to positions which are created for the summer or other temporary positions shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such seasonal, paid-on-call, part-time or other temporary positions shall not be used to cause the layoff of bargaining unit personnel. Seasonal, paid-on-call, part-time or other temporary positions may be used for the sole purpose of filling vacancies in the Public Safety Department.

If an employee filling a seasonal or temporary position is retained as a regular full time employee in a non-seasonal and non-temporary position subject to this Agreement, such employee shall be covered by the provisions of this Agreement commencing from the date of hire into the full time position and shall be credited with the number of hours worked in the seasonal or temporary position toward their seniority and economic benefits, except for pension credit which shall begin upon hire into the full time position.

ARTICLE 9
LAYOFF AND RECALL

9.1: Layoff.

A. Layoff shall mean a reduction in force, within the bargaining unit, for any reason determined by the City.

The City shall determine the classifications and groups to be affected, including the number of positions in each classification and group to be eliminated or reduced.

B. Layoffs within the bargaining unit shall be by classification as determined by the City. If a given classification is to be reduced or eliminated, probationary employees in the classification affected shall be laid off first, provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skills, abilities and qualifications required to perform the remaining work. If seniority employees are to be laid off in the classification
affected, such employees shall be laid off in the inverse order of their seniority (i.e., least senior first), provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skill, ability and qualifications required to perform the remaining work.

C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the limited "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:

1. Be a seniority (non-probationary) employee; and
2. Exercise such bumping privileges in writing to the Director of Public Safety, within forty-eight (48) hours of being notified of layoff; and
3. Bump only from a higher paid classification to a lower paid classification; and
4. Have greater seniority than the person to be bumped; and
5. Be deemed by the City to possess all of the background, experience, training, skills, abilities and qualifications required to perform the work in the new classification; and
6. It is expressly understood and agreed, notwithstanding the layoff and recall provisions of this Article and notwithstanding any other terms and provisions of this Agreement, that the City may use volunteers (Civil Defense personnel, non-profit organizations), in any classification within the Department of Public Safety at any time.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

9.2: Recall.

A. Within four years of the layoff, if the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply:

1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected, provided they are deemed by the City to possess the background, experience, training, skills, ability and qualifications required to perform the work in the classification to which they would be recalled.

2. Recall notices shall be by mail, addressed to the employee’s last known address. The employee must respond to the recall notice in writing within two weeks of the postmark date stating their intent to return. If no response is received, such
employee shall be presumed to have resigned and shall have no further recall rights.

3. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the City through a recall as provided in this Article, without regard to the job posting provisions of this Agreement.

ARTICLE 10
JOB POSTING UNILATERAL TRANSFERS

10.1: If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The City shall make their selection on the basis of their judgment of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification seniority will be considered. In the event the senior employee is not transferred a statement of why he was not chosen shall be given to the senior employee at his request. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) days on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, which ever initiated the reversion and statement of reason for the action, prior to the reversion. A successful bidder may not bid again until a minimum of twelve (12) months have passed.

10.2: Temporary Assignments/Special Detail. It is agreed that the City may have special assignment details such as plainclothes assignments, WEMET, Inspector/Training Officer, D.A.R.E., etc. Such assignment shall not exceed twenty-four (24) months duration. Additional time may be added by mutual consent of the Union and City.

ARTICLE 11
PROMOTIONS

11.1: This promotional procedure shall apply only to the classifications of sergeant and investigator (detective).

11.2: Selection Criteria. Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position, and demonstrating satisfactory job performance in the present classification.

11.3: The City shall post the availability of a promotional position opening. Non-probationary employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.
11.4: A written examination shall be administered and graded under the direction of the Director of Public Safety. A passing score will be posted prior to the examination.

11.5: The candidates passing the written examination shall be eligible to participate in an Assessment Center or oral interview board grading the candidates leadership, supervisory, organizational, management, communications, planning problem analysis, judgment and decisiveness skills.

11.6: The City shall select one of the top three (3) candidates. The list will expire after the period of six (6) months, or when all of the top three candidates have been promoted (whichever comes first). The promotional list may be extended for an additional 6 month period (12 months total) upon mutual agreement of the Director of Public Safety and Union.

11.7: At the time of appointment the Director of Public Safety may require psychological evaluations, performed by a qualified person in the field of psychology of the employees certified as eligible for promotion.

11.8: Probation. The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactory may be reverted to their former position at their prevailing rate of pay for the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his personnel records a discredit or demotion. The employee shall not be placed back on the current eligibility list, but could if they wish to participate in the examination procedure to apply for another eligibility list, the proceeding time the procedure is commenced.

11.9: Temporary Assignment/Senior Officer. A Senior Public Safety Officer may be assigned to perform limited supervisory duties provided the Senior Public Safety Officer is qualified. If assigned and all required duties have been completed, the Senior Public Safety Officer shall receive one (1) hour of straight time pay or one (1) hour of compensatory time for each full shift so assigned. Such work is usually assigned when a command officer is on vacation, absent due to illness or similar short term absences.

ARTICLE 12
LEAVES OF ABSENCE

12.1: Injury Leave. An employee who receives an injury or has an illness which is compensable under the Worker’s Disability Compensation Act of 1969 and who has PTO accrued or accumulated may elect to receive paid injury leave in conjunction with such Worker’s Compensation benefits in accordance with the following terms and conditions:

A. During the first seven (7) days of the compensable disability (i.e. before Worker’s Compensation benefits commence), an employee eligible for and electing such paid injury leave shall have his accrued and accumulated PTO charged at the full rate for those days until such accrued and accumulated PTO is exhausted.

B. After the first seven (7) days of the compensable disability (i.e. after Worker’s Compensation benefits commence), an employee eligible for and electing such paid injury leave shall be paid an amount equal to
the difference between his Worker’s Compensation benefits and his normal salary and shall have his accrued and accumulated PTO charged on a pro-rated basis proportionate to the City’s payment until such PTO is exhausted.

C. When and if an employee having received full or partial paid injury leave without set off of Worker’s Compensation benefits becomes eligible for Worker’s Compensation benefits covering the same disability period, the City shall be entitled to a credit, by refund or otherwise, of paid injury leave in an amount equal to the Worker’s Compensation benefits payable during said period. It is intended hereby that no employee shall receive more in paid injury leave and Worker’s Compensation benefits than he would normally receive if working. Notwithstanding the provisions of this subsection, the City shall not be entitled to any such set off or credit with respect to so-called “specific loss” Worker’s Compensation benefits paid pursuant to M.S.A. Section 17.237(361).

D. If such paid injury is not elected, or if an employee has no PTO accrued and accumulated, or if such PTO has been exhausted, then and in any such event an employee shall receive only the Worker’s Compensation benefits payable under the Act.

E. Employees shall promptly report work-related injuries or illnesses to their supervisor.

12.2: Bereavement Leave. Eligible employees shall be granted bereavement leaves in accordance with the following terms and conditions:

A. In the event of a death in an employee’s immediate family, such employee shall, upon request to the Director of Public Safety, be granted a leave of absence up to three (3) consecutive days without loss of pay, provided the employee is scheduled to work those days or is on his scheduled vacation. Required traveling distance, family conditions, and the relationship of the deceased to the employee shall control the duration of such leave. Based on these foregoing factors, the Director of Public Safety may, in his further discretion, grant additional bereavement leave days to an employee for death in the employee’s immediate family. For purposes of this Section the term “immediate family” shall mean a spouse, a parent, a spouse’s parent, a child, a step-child, a grandchild, a grandparent of the employee, or a brother or sister of the employee or his spouse.

B. In the event of the death of an employee’s aunt or uncle, niece or spouse’s grandparents to the first degree of relationship, such employee shall, subject to the same terms and conditions as are contained in subsection (A) above, be granted a leave of absence of not more than one (1) day without loss of pay.

C. Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.
12.3: **Military Leave.** Any full-time employee who, while employed by the City, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The re-employment rights of such employees shall be in accordance with all laws and federal regulations.

12.4: **Jury Leave.** An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the City as far in advance as possible. Employees shall work scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty.

12.5: **Unpaid Leaves of Absence.** Employees may, for good and substantial reasons, be granted unpaid leaves of absence in accordance with the following terms and conditions:

A. Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Director of Public Safety and the City Manager.

B. Requests for unpaid leaves of absence shall be answered by the City within two (2) weeks (14 calendar days) from the date of receipt of application by the Director and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Director of Public Safety and the City Manager.

C. Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.

D. Employees shall not accrue seniority, vacations, holidays or paid sick leave while on leaves of absence granted pursuant to the provisions of this Section.

E. Employee insurance benefits provided by this Agreement shall be the responsibility of the employee while on leaves of absence outside of FMLA granted pursuant to the provisions of this Section.

12.6: **General Provisions.** Except as otherwise specifically provided in this Agreement, leaves of absence outside of FMLA granted pursuant to this Article shall be subject to the following terms and conditions:

A. Employees shall not accrue seniority while on such leaves.

B. Vacations, holidays and paid sick leave earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.

C. All leaves of absence shall be without pay except as otherwise provided in this Article.
D. Notwithstanding the above provisions, the City may terminate a leave of absence if evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within seven (7) calendar days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by ordinary mail to the employee's last address on record with the City).

E. Verification of the leave status of an employee may be required by the City, upon request to the employee; and if such verification is not received within seven (7) calendar days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by ordinary mail to the employee's last address on record with the City.)

F. Upon an employee's return or anticipated return from any leave of absence, the City may require a physical examination and proof of fitness prior to allowing the employee to return to work.

ARTICLE 13
PAID TIME OFF (PTO)

13.1: Use of PTO. Paid Time Off (PTO) is intended to be used for vacation, sick days, and personal business. Furthermore, employees must use PTO for any vacation, sick days and personal days taken. Employees may not have unpaid time off until all PTO is exhausted. Upon proper notice as provided herein, PTO use will be approved provided that, in the opinion of the Department Director (or designee), such time off does not interfere with Department operations. It is understood that the Department must have adequate staffing at all times.

13.2: PTO Amounts. PTO will be earned as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 following date of hire:</td>
<td>Prorated</td>
</tr>
<tr>
<td>July 1 following first year of service through 7th year of service:</td>
<td>156 hours</td>
</tr>
<tr>
<td>July 1 following 7th year through 12th year of service:</td>
<td>198 hours</td>
</tr>
<tr>
<td>July 1 following 12th year through 19th year of service:</td>
<td>240 hours</td>
</tr>
<tr>
<td>July 1 following 19th and subsequent years of service:</td>
<td>282 hours</td>
</tr>
</tbody>
</table>

PTO accrues beginning the date of hire for employees but is not provided to the employee until July 1. Employees may use PTO for sick/medical related reasons only until they are credited with the PTO accrual on July 1, except as otherwise approved by the Employer. Any PTO used prior will be subtracted from the amount credited to the employee.

13.3: Notification For Use. In order to use PTO, employees must schedule PTO in advance in accordance with Department rules, and PTO must be approved in advance by the appropriate Department designee. The only exception is the use of PTO for the purpose of sickness or accident, which do not require advance scheduling or approval. In the case of sickness or accident, the employee is required to notify his/her supervisor in accordance with Department rules as soon as the employee knows that absence from work will be necessary.

13.4: PTO Use for Illness. PTO is available for use for the illness of the employee or the employee's immediate family. For purposes of this subsection, “immediate family” shall be defined as spouse, child (biological, foster, adopted, legal ward, or a child to whom the
employee stands in loco parentis), stepchild, parent (biological, foster, stepparent, adoptive
parent, legal guardian of an eligible employee or an eligible employee’s spouse, or an
individual who stood in loco parentis when the eligible employee was a minor child), father-
in-law, mother-in-law, grandparent, grandchild, sibling (biological, foster, or adopted), or as
defined in MCL PA 369
of 2018. If PTO use for illness exceeds two (2) consecutive scheduled working days, or is on
the employee's last scheduled working day before and/or first scheduled working day after
the employee's vacation, or exceeds five (5) scheduled working days per year, the City may
require the employee to present the certificate of a medical doctor certifying the nature of
the illness or injury which necessitated the absence and certifying the employee's ability to
return to work. In lieu thereof, if the employee indicates in writing that he/she was not
absent due to an FMLA qualifying condition, the City may require a written, signed
statement from the employee setting forth the reasons for the absence.

Upon returning to work following an illness that necessitated the employee's absence from
work, the employee must submit a written, signed request for PTO, stating the reason for
such absence. Any employee making a false claim for PTO shall be subject to disciplinary
action, including discharge.

13.5: PTO Use for Vacation. The City shall establish a schedule of available PTO vacation
times. Each such schedule shall indicate how many employees may be absent for vacation,
and the schedule shall be posted each year by January 10th. Employees shall have an
opportunity to indicate their vacation time preference on the schedule on the basis of their
seniority within each team, with the most senior employee within each team entitled to
choose his/her vacation time first and the remaining employees within the team entitled to
choose their vacation times in order of their respective seniority. Each employee shall have
one week (7 calendar days) within which to choose his/her vacation time. In the event any
employee fails to indicate his/her vacation time preference in any year within said period,
such employee shall be placed at the bottom of the seniority list for vacation time selection
purposes in said year.

A. If at least two (2) weeks’ notice is provided by the requesting employee, the City
shall permit a minimum of two (2) bargaining unit employees assigned to each of
the twelve (12) hour shift teams, off on vacation per week. This minimum does not
include employees whose regular assignments are other than those of road patrol
and fire suppression.

B. Notwithstanding the aforementioned provisions, the City shall not be required to
allow more than one (1) bargaining unit member to be off on PTO vacation during
the week of the Annual Grand Haven Coast Guard Festival and the day of July 4th.

13.6: Payment. Paid Time Off shall be paid at employee’s regular straight time rate,
exclusive of any premiums or differential pay, up to a maximum per day of eight (8) hours
for eight (8) hour shift employees and up to twelve (12) hours per day for employees
working twelve (12) hour shifts. PTO may not be used in increments of less than one (1)
hour.

13.7: Maximum Carry Over. On June 30 of each year employees may carry over up to 72
hours into their next year’s PTO bank and up to 72 hours may be elected to be deposited
into their HCSP at 100% of the value. Any additional amounts remaining in the
employee’s PTO bank beyond what is carried over or deposited into the HCSP on June 30
will be lost. Employees may not waive PTO and take pay in lieu of leave.
13.8: Pay Out of PTO Bank Upon Separation. Employees who voluntarily quit after giving two (2) weeks' advance written notice, or who terminate due to death, military service or retirement, will be paid any amounts remaining in their PTO bank. Upon death, PTO will be paid out to the employee’s estate.

13.9: Transition to PTO – Sick Leave. Effective July 1, 2017, no additional sick time will be added to employee sick leave balances. An employee’s sick leave balance on June 30, 2017 will be frozen and available to him/her for the duration of the employee’s employment with the City to use to supplement short term disability and/or workers disability compensation payments to a maximum of 100% of the employee’s base wage, or for other leaves of absence authorized by the Employer. Upon the employee’s death or retirement from active service under the City retirement program, the employee (or the employee’s beneficiary in the case of the employee’s death), will receive 50% of all unused sick leave days at the employees’ wage rate at the time of death or retirement. “Retirement” for purposes of this Section, shall mean that an employee is immediately eligible to collect full retirement benefits from MERS upon leaving the City’s employment, and is not applicable to employees who will be eligible to collect a full retirement benefit at a later date due to their service with the Employer.

The only exception to the 50% payout of the frozen sick bank described above is a duty-incurred death. Upon the duty-incurred death of an employee, such employee's estate shall be paid the full amount (100%) of his/her accumulated sick leave hours. This payment will be made to the estate of the employee no more than thirty (30) days following the death of the employee. As used herein, the phrase “duty-incurred death” shall mean death resulting directly from specific and identifiable personal injury or injuries sustained in the course of active duty with the City.

13.10: Donation of PTO. Under the following circumstances a POLC unit employee with a minimum of two (2) years of service shall have the right to donate up to 60 hours per year of PTO to another POLC Employee provided:

1. A POLC unit employee has a serious long-term illness or injury and the Member has exhausted all PTO and any amounts in his/her frozen sick leave bank, or;

2. A POLC unit employee has an immediate family member, who has a serious long term illness or injury that requires care and the POLC unit employee has exhausted all PTO and any amounts in his/her frozen sick leave bank to provide this care.

3. After making a donation the donator must have a balance of at least 60 hours in their PTO bank.

Donations will only be accepted up to 13 weeks. In the event of a maternity leave or other disability, donations will only be accepted through the Doctor’s certified period of disability. Donated PTO days will be applied to the recipient in the order donated. Donations that go beyond the disability period will be returned.

To donate PTO time, employees must complete and sign a PTO Transfer Request form. The completed and signed form is to be submitted to the Payroll Department for processing. The City reserves the right to request a physician certification of illness/disability upon request. The donation of PTO time will be transferred on an hour for hour basis.

If a POLC unit employee has a qualifying long-term illness, injury, or care requirement and has exhausted all paid time off days, they may request time donations in accordance with
the aforementioned requirements. It is the Employee’s responsibility to contact Human Resources to begin the donation request process prior to exhausting all available Paid Time Off. The request must be made prior to running out of Paid Time Off.

ARTICLE 14
HOLIDAYS

14.1: Holidays and Pay. Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following days:

- New Year’s Day
- Washington’s Birthday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

All employees shall be paid a dollar amount equal to five percent (5%) of their individual base pay (but no less than $2,500) as holiday pay in the first pay day of December. New employees shall have the holiday pay prorated over the holidays occurring after the employee’s date of employment with the City.

A bargaining unit employee assigned to an investigator position on a temporary basis shall continue to receive holiday pay, work forty (40) hours per week and shall be permitted to take five (5) of the designated holidays off with pay. Designation of the holidays taken off shall be mutually selected between the employee and the City.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

Employees working an eighty (80) hour bi-weekly schedule, shall as a condition of receiving “holiday pay,” as provided above, be required to work five (5) holiday and have five (5) holidays scheduled off. The five (5) “off” holidays shall be selected annually by the employee and subject to approval of the Public Safety Director.

14.2: Active Employment. No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on leave of absence, or while he is absent due to a non-occupational illness or injury or absent due to an occupational disability exceeding one hundred and eighty (180) calendar days, or while he is laid off. It is understood that holiday pay shall not be denied an employee for any holiday falling within the first one hundred and eighty (180) calendar days of an occupational disability.

ARTICLE 15
INSURANCE

15.1: Hospital-Medical Insurance. Regular full-time employees will be eligible to participate in the City of Grand Haven’s chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees.
City contributions toward hospital-medical insurance shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

Eligible employees who participate in the employer’s health insurance shall be required to contribute up to 20% towards the monthly premium, or whatever percent the non-union group is paying for the monthly premium for the plans offered, whichever is less.

The “percentage” is based on the Employer’s rates and the recommendation from its TPA, not to exceed the BC/BS illustrated rates. The employer shall make available a pre-tax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law. Unless mutually agreed otherwise, the Rx copay for the plans will be a five tier copay at $10/$40/$80/15%/25%. A maximum outlay applies on the 15% tier ($150) and the 25% tier ($300).

15.2: Long Term and Short Term Disability. Employees shall continue to be covered by the City’s Long Term Disability Insurance program on the same terms and conditions as applied to other City employees.

The Employer shall maintain a short-term disability insurance program for members of the bargaining unit. Qualification for receiving these benefits are set forth in the terms of the short-term disability insurance program as determined by the insurance carrier.

15.3: Retirees. Regular full-time employees hired by the City before January 29, 2009, who: (i) participated in the group hospital-medical insurance and dental insurance program provided through the City immediately prior to their retirement, and (ii) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan (MERS) or retire under the disability retirement provisions of the City's retirement plan, shall be eligible to remain in said group hospital-medical insurance program and dental, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

Effective July 1, 2014 such participation shall cease upon the happening of the following event:

the retired employee attains the age of sixty-five (65) and the retiree is eligible for Medicare from any source.

Upon becoming eligible for medical coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage.

The cost of such group hospital-medical and dental insurance for such retired employees (including eligible dependents, if elected), shall be paid seventy-five (75%) percent by the City and twenty-five (25%) percent by the retired employee. The retired employee’s portion of the cost of such insurance shall be invoiced monthly by the City’s Finance Department. The retired employee must deposit, with the City Treasurer such monies as are necessary to cover the retiree’s portion of the cost of such insurance. The retired employee’s failure to do so shall terminate the City’s obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.
A retiree may waive insurance coverage to which he/she is entitled to under this Agreement but is not eligible to receive an opt-out payment. A retiree eligible for continued coverage under Section 15.3 of this Article who has elected to waive the employer provided health insurance per this section shall be entitled to re-enroll (opt back in) into the employer provided retiree health insurance plan during open enrollment periods or within thirty (30) days of a Qualifying Life Event (QLE). The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

15.4: Post-65 Retirees. If a retired employee hired by the City before January 29, 2009, remained in the City’s group hospital-medical insurance program pursuant to Section 15.3 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 15.3 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City’s Finance Department. The retired employee must deposit, with the City Treasurer, such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program. The retired employee's participation shall also cease upon the retiree's death.

15.5: Life Insurance.

A. Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of twenty-four thousand ($24,000) dollars per employee. The entire cost of such employee coverage shall in be paid by the City.

B. Such City contributions toward life insurance shall be continued for eligible employees during fully paid leaves of absence or approved FMLA leave; but they shall not be continued for such employees during any partially paid or unpaid non-FMLA leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

15.6: Dental Insurance.

A. Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the City (including basic dental coverage on a 75/25 co-pay basis with and $800.00 maximum benefit and a basic orthodontic rider on a 75/25 co-pay basis with a $1,200.00 maximum lifetime benefit, with the insurance program responsible for the large percentage of the co-pay arrangement).

B. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid
eighty (80%) percent by the City and twenty (20%) percent by the employee. The employee’s share of the premiums shall be paid by payroll deduction. If, however, an employee’s check is insufficient to cover the employee’s portion of the cost, the employee shall promptly and timely deposit with the City’s Treasurer (or his designee) such additional monies as are necessary to cover the employee’s portion of the cost; and failure of the employee to do so shall terminate the City’s obligation to pay its share of the premiums for such employee and his eligible family dependents. The City’s liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The City’s obligation to pay its portion of the premiums for such group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence or approved FMLA leave; but it shall not be continued for such employees during any partially paid or unpaid non-FMLA leave of absence or layoff; and it shall cease effective upon such employee’s termination of employment.

15.7: Vision Insurance. Regular full time employees will be eligible to participate in the City’s vision reimbursement program which provides reimbursement up to $150 per fiscal year per family for vision care related expenses such as eye exams, glasses, contact lenses, etc.

15.8: Change of Carriers. The City shall have the right with respect to the group hospital-medical insurance program, the group term life insurance program, and the group dental insurance program, to change insurance carriers provided the insurance coverage is basically comparable to or better than such existing coverage.

15.9: Insurance Continuation: In the event that a regular full-time employee, who had been eligible to participate in one (1) or more of the City’s group insurance programs, ceases to be actively employed by the City and thereby ceases to be eligible for participation in any City group insurance program (except to the extent specifically provided above for the continuation of certain retired employees in the City’s group hospital-medical insurance program), the ability of any such employee to continue in any City group insurance program shall be governed by the requirements of United States Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any successor statute, to the extent Public Law 99-272 or any successor statute is applicable to the City.

15.10: Employee’s electing to waive the employer’s health insurance coverage shall be given the following amounts either, at the employee’s option, into a 457 deferred compensation plan or cash:

- Eligible for family coverage elected no coverage: $2,500
- Eligible for family coverage elected single coverage: $1,250
- Eligible for two person coverage elected no coverage: $1,500
- Eligible for two person coverage elected single coverage: $1,250
- Eligible for single coverage elected no coverage: $1,250

In the event payment of the above amounts would cause the City to be subject to a penalty or other adverse result under the Affordable Care Act or other federal or state legislation, the amounts shall be reduced to the extent necessary to avoid the penalty/adverse result. If an employee did not complete a full year of service the amount would be prorated. An employee who terminates during the probationary period would not be receiving this
benefit. The amounts provided herein would be placed into the deferred compensation plan or paid out at the end of the calendar year.

In the event a bargaining unit employee has a spouse also employed by the City, neither spouse will be eligible for the payment in lieu of insurance.

The parties agree that if the City offers a City-wide insurance opt out plan, it may make the plan available to POLC bargaining unit employees, provided the opt out benefit exceeds the opt out benefit contained in the parties’ current collective bargaining agreement.

15.11: Health Care Savings Program. The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account. This account may be used by the employee, employee’s spouse and/or legal dependents. These funds are pre-tax dollars for both the employee and employer.

Sections 15.3 and 15.4 will remain only for employees hired before January 29, 2009. Employees hired before January 29, 2009 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee’s contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 15.3 and 15.4 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after January 29, 2009 will only have the HCSP, but the City will match the employee’s contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% (3% of gross wages).

ARTICLE 16
PENSION

16.1: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all employees:

A. Benefit Description:
- Non-standard 3.0% Multiplier for all employees for all service prior to July 1, 2013.
- 2.5% Multiplier for all service after July 1, 2013.
- The parties agree that a Termination FAC will be used in the final pension calculation.
- Maximum benefit 80% of FAC.
- Benefit F50 (With 25 Years of Service).
- 10 Year Vesting.
- Benefit FAC-3 (3 year Final Average Compensation)
- Benefit E-1 (Annual Increases for Past Retirees)
- Benefit E-2 (Annual Increases for Future Retirees)
- RS-50
B. Both the City and each employee shall split the cost to fund the required MERS contribution on a 50-50 basis with an employee maximum contribution of 17% (with the applicable MERS conversion factor applied to the employee contribution). The percentage of employee and City contributions necessary to maintain the 100% funding level will be determined based upon the annual actuarial report. In no case will the City and employees each contribute less than 2%.

C. For purposes of the City’s MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full-time shall receive no service credit for any period of part-time employment.

16.2: Roth IRA Deductions. The City shall provide employees the option to make Roth IRA contributions via payroll deduction.

ARTICLE 17
UNIFORMS

17.1: The City shall provide employees with uniforms in accordance with established Department specifications and as outlined in attached Appendix ‘E’.

17.2: All employees shall have the standard uniform, and the replacement of worn out or damaged articles of clothing shall be by the City as needed, but not more often than every six (6) months. Prior to ordering replacement uniforms and clothing, employees shall present worn out or damaged clothing to the Quartermaster or his designee for inspection.

17.3: All Public Safety Officer/Investigators (excluding WEMET officers) shall be reimbursed up to $800 per year for clothing necessary to perform their duties. Officers assigned to WEMET shall receive $500 per year. Temporary Investigators whose assignment exceeds ninety (90) calendar days shall receive a pro-rated investigator clothing allowance.

17.4: Cleaning Allowance. The City shall provide a cleaning service for employees (except full-time investigators) of an amount up to $450 per year, provided that all uniforms be professionally dry cleaned. The City shall provide a cleaning service to investigators and officers assigned to WEMET of an amount up to $250 per year for cleaning of their clothing used in the performance of their duties.

ARTICLE 18
SALARIES AND OTHER COMPENSATION MATTERS

18.1: Salary Schedule. Employees shall be paid in accordance with the salary schedule attached hereto and made a part hereof as Appendix "A".

18.2: Bi-annual Physical Examination and Merit Achievement Pay.

Bi-annual Physical Examination

    A. Employees will complete a bi-annual physical examination with an occupational health provider determined and as scheduled by the Employer. The physical may include components consistent with NFPA 1500. Cost of the physical examination will paid by the Employer.
B. Employees will sign a waiver authorizing the examining physician to share examination results with the Employer.

**Merit Achievement Pay**

The parties reserve the right to meet and, upon mutual agreement, modify the Merit Achievement Program. All employees shall receive such additional compensation for which they qualify as follows:

A. Employees qualifying, shall be eligible for semi-annual payments, to be made in December and June of each fiscal year, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ANNUAL PAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 3 years of service</td>
<td>$100.00 per year</td>
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<tr>
<td>After 5 years of service</td>
<td>$200.00 per year</td>
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<tr>
<td>After 10 years of service</td>
<td>$400.00 per year</td>
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<tr>
<td>After 15 years of service</td>
<td>$600.00 per year</td>
</tr>
<tr>
<td>After 20 years of service</td>
<td>$800.00 per year</td>
</tr>
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</table>

As used, "years of service" shall mean an employee's length of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, excluding leaves of absence.

B. **Qualifications.**

1. **Three (3) Years of Public Safety Service.** An employee must have at least three (3) years of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by carrying out duties and assignments to the best of his or her ability and in accordance with the rules, regulations and policies of the Department.

2. **Performance Evaluation.** To be eligible for merit payment, an employee must have received a satisfactory rating (average of all 4 month rating periods), on his or her performance rating.

3. **Physical Condition.** An officer must keep him/herself in good physical condition.

   a. An officer may qualify by successfully completing one (1) of the following three (3) alternatives:

      (1) Meeting all requirements of LEVEL 1 (Bronze) proficiency level (or better) of the Public Safety Physical Fitness Program, attached as appendix "D". If an Officer chooses and successfully completes the requirements of the LEVEL 1 (Bronze), LEVEL 2 (Silver), or LEVEL 3 (Gold) portion of the Public Safety Physical Fitness
Program, the Officer will receive an additional annual payment as outlined in Appendix B - OR -

(2) Participate in the one hundred (100) miles in one hundred days walking program. - OR -

(3) Participate in a pre-approved self-disciplined wellness program.

b. In the event an officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the officer has no control, and the impairment is not of such nature as to disqualify the officer from Public Safety service, this qualification may be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the officer's health.

c. An officer not meeting this requirement will forfeit one-half (½) of the semi-annual Merit Achievement payment for that six (6) month period.

18.3: Hours of Work.

A. The normal bi-weekly pay period consists of an average of eighty-four (84) hours. It is understood that officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.

18.4: Overtime. Time and one-half (1-1/2) of an employee's regular straight time hourly rate of pay shall be paid for all time, to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, PTO, and on-the-job injury which cumulatively is in excess of eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:

A. Signing complaints, warrants, consultation with the Prosecutor and/or City Attorney - two (2) hours minimum at the time and one-half (1-1/2) the prevailing hourly rate.

B. Court Appearances - two and one-half (2-1/2) hours minimum at time and one-half (1-1/2) the prevailing hourly rate or time and one-half (1-1/2) of the actual time spent, whichever is greater. All witness fees shall be returned to the City.

C. Call-Back - When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than three (3) hours at time and one-half (1-1/2) for work performed. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter.
Employees scheduled at least seven (7) calendar days in advance to attend meetings, shall receive a minimum of one (1) hour or the actual number of hours, whichever is greater, at time and one-half.

D. Release Time - The employer may request that an employee be released early and not complete their assigned scheduled hours. An employee leaving early shall suffer no loss of pay for any hours not worked. The employee who agrees to release early and works time in addition to his regularly scheduled hours during that pay period, shall not be able to use the release hours as “hours paid” for the purpose of calculating overtime.

E. In-Service Training. The following schedule shall be used by the employer to determine days off for employees scheduled for in service training, consisting of a minimum of eight (8) scheduled hours. Employees who are on either eight (8) or ten (10) hour schedules, shall be granted a day off for each day assigned to in-service training. For employees who are on twelve (12) hour shifts, the following table shall apply:

<table>
<thead>
<tr>
<th>School days</th>
<th>Work days</th>
<th>School days</th>
<th>Work Days</th>
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18.5: Pay or Compensatory Time Off. Employees eligible to be paid at time and one-half (1-1/2) rates pursuant to Section 18.4 may elect to receive either time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off. All such elections shall, however, be subject to the following provisions:

A. The election of pay or compensatory time off must be made in writing before the end of the pay period in which it is earned. Otherwise the City may elect for the employee. Once the election of pay or compensatory time off is made, it may not thereafter be changed without the express prior consent and approval of the City.

B. Compensatory time off earned and elected shall be subject to a maximum logged accumulation of eighty (80) hours. (Employees may not log or accumulate compensatory time off beyond the maximum allowed herein; and an employee having accumulated the maximum allowable compensatory time off must elect pay instead of additional compensatory time off).

C. Compensatory time off may only be taken at times which are approved, in advance, by the City.

18.6: Shift Schedules. Prior to implementation, the City shall post for bid, when more than one shift per twenty-four (24) hours is required, available shifts and shift hours. If the department patrol schedule consists of 12 hour work shifts, there will be 2 patrol shifts.
available, a day patrol shift and a night patrol shift, each with 2 teams. Non-probationary employees shall be permitted to select the shift and team of their choice by Departmental seniority. The City reserves the right to deny a shift bid, regardless of seniority, if it will result in a married couple working on the same shift. If two employees working on the same shift marry, the least senior employee will be transferred to another shift unless the parties mutually agree otherwise.

A. The City shall be permitted to change an employee’s shift and/or team bid for the purpose of attending training, to cover for other employees while attending required training, to cover for short-term or long-term vacancies due to injury, illness, leaves of absence, retirements, or changes in assignment. If an employee’s shift bid is changed for short-term department operational needs other than training, the change shall not exceed 4 months per calendar year provided the City:

1. First attempt to solicit volunteers who are willing to have their schedule altered to cover the vacancies.
2. If no employees volunteer to change shifts, the City shall make the necessary schedule changes and notify the affected employee(s) at least two (2) weeks in advance of the proposed schedule change.
3. When a change is made pursuant to 2 above, the least senior employee(s) on the effected shift(s) or teams shall be changed.

B. Employees recognize the importance of maintaining a balance of experienced officers across patrol shifts and teams who are trained to the level of PSOIII. Following the patrol shift and team bidding process, the Director or Director’s designee will review the requested bids. The Director may assign an employee(s) to a different shift or team following the bid request as follows:

1. If none of the officers on a team have five years’ experience as a Public Safety Officer III.
2. If a change is initiated as outlined in #1, the shift/team bid of the two most senior members of each day team and the single most senior members of each night team are not subject to involuntary transfer.
3. If a change is initiated as outlined in #1 and involves a change from dayshift to night shift, the employee(s) whose shift/team bid was changed will not be eligible to be off shift at the same time as the Sergeant and will receive a shift premium of .50 cents per hour for all night shift hours worked for the duration of the change. Previously scheduled vacations will be honored for all transfers.
4. The City may institute a “Senior Officer” program to ensure that experienced officers are assigned to each shift and provide interested officers the opportunity to gain supervisory experience. The decision to institute such a program and all program requirements and details, including the number of Senior Officers and number assigned to each shift or team rest solely with the City. If a Senior Officer Program is instituted, Senior Officers assigned to the night shift will receive a shift premium of .50 cents per hour for all night shift hours worked and will not be eligible to be off shift at the same time as the Sergeant. Additionally, the Senior Officer will receive (one hour pay at
straight time as outlined in Section 11.9 of this Agreement, Temporary Assignment/Senior Officer).

18.7: Voluntary Schools. Employees assigned voluntary training or schools shall not be entitled to overtime compensation unless the total number of hours in training or attending school, including travel time, exceeds their normal regularly scheduled work day or work week or is required by law.

Travel time shall only be considered if the training or school location is outside the Counties of Ottawa, Muskegon, Kent or Allegan.

ARTICLE 19
NO STRIKE

19.1: The Union agrees that during the term of this Agreement it, its members, or any employee in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other significant interruption or interference with the normal business or activities of the City. The City shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference; and the union shall not oppose such discipline or discharge, except that the Union may oppose such discipline or discharge if the employee asserts in good faith that he did not participate in such interruption or interference.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1: Severability.

A. If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or application of such Article, Section, paragraph or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.

20.2: Bulletin Board. The City agrees to provide the Union with a bulletin board, at a place mutually agreeable to the City and the Union, for use by the Union in posting appropriate notices pertaining to the Union and its bargaining unit members.
20.3:  **Residency.** All employees included in the POLC’s bargaining unit and hired on or after July 1, 1987 shall reside within the limit of 20 miles from the nearest City limits of the City of Grand Haven. This section shall be interpreted and construed consistent with applicable state law. Exceptions to this requirement for good cause shown may be made with the approval of the Director of Public Safety and the City Manager. Failure or refusal to grant an exception shall not be subject to the grievance and arbitration procedures of the Agreement. Once an exception is approved, it may not be revoked as long as the employee remains on the same property for which the exception was made.

20.4:  **No Smoking Policy**

   A.  All regular, full-time employees in the Union's bargaining unit, who are hired on or after July 1, 1990, are prohibited from smoking tobacco products on duty as a condition of continued employment. Such employees must sign a written statement affirming their intent to comply with this prohibition.

   B.  The City and the Union hereby agree that for the health and comfort of all employees and visitors, use of tobacco products shall be prohibited in all City of Grand Haven-owned buildings and vehicles. Employees and visitors are permitted to smoke only in the designated smoking area outside of each building. Any employee violating this policy will be subject to discipline, up to, and including, discharge.

   C.  All employees hired after July 1, 2005 agree to refrain from the use of tobacco products at any time on-duty as a condition of continued employment.

20.5:  **Educational Reimbursement.** Bargaining unit employees are eligible to apply for tuition reimbursement in accordance with the City’s tuition reimbursement policy.

20.6:  All employees hired after July 1, 1992 must agree to cross-train and be certified as both police officers and fire fighters. Employees hired after April 1, 2005, who are hired for the express purpose of being a fire fighter only (PSO I), will not be cross-trained as a police officer unless required to do so by the City. The following conditions will also apply to the fire fighter only (PSO I) classification employee.

   1.  The City agrees to employ no more than four (4) full-time PSO I’s at any time.

   2.  The City and the Union agree that for the purpose of the annual shift bid, no more than one (1) PSO I may be assigned to each of the four (4) platoons. The PSO I’s will bid their shift by classification seniority.

   3.  Until such time as four (4) PSO I’s are employed, the Union agrees that the City may, at their discretion, assign the first two (2) PSO I’s to day-shift positions. The PSO I’s will bid their shift by classification seniority.

   4.  For the purposes of overtime, the city and Union agree that PSO I’s will be placed in the regular call out rotation for overtime and will be called in the proper order as established in the Overtime Management Policy. However, in the event that PSO I, either full-time or paid-on-call, is already scheduled to work the shift that the overtime is occurring on, a second PSO I, either full-time or paid-on-call, will not be eligible for that overtime.
5. The City and Union agree that if a layoff occurs involving employees, all employees holding a PSO I classification will be laid off by classification seniority prior to laying off those employees holding a PSO III classification hired before April 1, 2005. Additionally, it is understood that in the event of a layoff, a fully cross-trained PSO III will be deemed by the City to possess all of the skills, abilities and qualifications required to perform the work of a PSO I and will be allowed to exercise bumping privileges to the lower paid classification based on departmental seniority.

20.7: Daylight Savings Time. Employees whose shifts include the hours during spring daylight savings time change shall be required to submit one (1) hour of accrued PTO deduction from their accrued PTO bank.

Employees whose shifts include the hours during fall daylight savings time change shall be compensated one (1) hour at time and one-half their regular straight time wage.

20.8: Drug Free Workplace Policy. The Union and employer agree to adhere to the “Drug Free Workplace Policy” which is attached and part of this collective bargaining agreement as Appendix E.

20.9: Investigator Vehicle.

A. Those employees who occupy the position of investigator shall be permitted to use their assigned vehicle on weekends up to a distance of fifty (50) miles from the city limits while off duty, if they are on-call.

B. The employees who occupy the position of investigator shall be allowed to use their City owned vehicle for travel to and from home during the week provided the employee lives within 20 miles from the City limits.

20.10: Meal Allowance. Employees who attend meetings or schools outside the city shall be reimbursed for meals in accordance with the City’s meal allowance policy as revised from year to year. The parties agree that the amounts will not be reduced during the term of this Agreement below the amounts set as of July 1, 2017. The employee must provide to the City dated receipts for the meals to be reimbursed.

20.11: Dog Handler. Employee(s) performing the function of dog handler (K-9) shall receive for each scheduled work day, either one (1) hours pay or be released one (1) hour early from their scheduled shift, at the employer’s option.

20.12: Fitness for Duty. In the event that the Department Director determines that good cause exists to evaluate a member’s fitness for duty, a referral shall be made to a practicing and licensed physician, psychiatrist or psychologist having experience conducting examinations for peace officers or peace officer candidates. Said evaluation shall be made in writing directed only to the professional conducting the examination, and shall identify the officer’s duties and responsibilities as well as any specific areas of concern underlying the referral. The decision to send a member for a fitness for duty examination shall be at the discretion of the Department Director. However, in identifying areas of concern, the Department Director shall consider only those matters which are relevant to the ability of the member to perform his or her duties.
All communications between the member and physician, psychologist or psychiatrist shall be deemed confidential and shall not be disclosed to the City unless a written waiver has been executed by the member. A refusal to sign the waiver shall be considered insubordination and may result in discipline, up to and including termination of employment.

In the event that the physician, psychologist or psychiatrist selected by the Department Director renders an opinion ("first opinion") that the member is unfit to perform his or her duties, the City will allow the individual to apply for a leave of absence in accordance with the policies of the City. The purpose of the Leave of Absence will be to allow the employee the time and focus to successfully be deemed fit for Duty and return to active duty. When an employee believes that they have indeed completed all steps necessary for them to be re-evaluated, the member shall have the right (at his or her own expense) to have an independent professional, with qualifications as identified above, perform a second evaluation and render an opinion ("second opinion") as to the member’s fitness for duty. The member shall be permitted to use accumulated paid sick leave for time off necessary to procure the second opinion.

In the event that the second opinion determines that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. In the event that the second opinion of the professional retained by the member concludes that the member is able to perform the duties of a public safety officer, the Director shall consider those finding and recommendations, and may return the member to full duty.

In the event that (a) the second opinion finds the employee fit for duty; and (b) the Department Director declines to return the member to full duty, the parties shall mutually select a third physician, psychologist or psychiatrist to conduct an independent examination ("third opinion"). The third professional shall consider the evaluations of both the first and the second opinions as well as his or her own evaluation of the member and render a final determination of the member’s fitness for duty. Should the finding of the third professional conclude that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. The costs and fees charged by the third professional shall be shared by the parties equally.

When the Director requests a fitness for duty examination, he/she must inform the employee in writing of his/her reasons for doing so and the consequences of failure to cooperate. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate or subject to discipline up to and including termination. Under no circumstances will an employee who has been determined unfit for duty be allowed to return to Active Duty until the employee has successfully completed a Fitness For Duty Evaluation.

20.13: EMT Training. The Employer will provide training for all employees to become EMT certified and all employees are required to participate in the training. Employees who do not pass or are unable to complete training shall not be transferred, assigned to less desirable duties or terminated from employment.

20.14: Training and Records. Training and Records. The Employer will provide all continuing education and training to all employees and keep records of employee certifications and licensures pertaining to the employee's employment with the City. All training, continuing education, and licensure fees required by or relating to the Department will be paid by the City.
ARTICLE 21
SAFETY PROCEDURES

21.1: The City of Grand Haven shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a safety device. Employees shall follow safety rules, and use all safeguards and safety equipment and make safety a part of their job.

ARTICLE 22
SPECIAL CONFERENCES

22.1: Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local President and the Employer’s designated representatives upon the request of either party. The Union Labor Representative may attend the conference.

22.2: The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

ARTICLE 23
UNPAID FAMILY AND MEDICAL LEAVE

23.1: Employees shall be eligible for unpaid family and medical leave in accordance with the City of Grand Haven Personnel Policy and the Family and Medical Leave Act.
ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2020 or upon the date it is signed by all parties, whichever is later, and shall continue in full force and effect from said date until midnight on the 30th day of June, 2022, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly-authorize representatives.

POLICE OFFICERS LABOR COUNCIL

CITY OF GRAND HAVEN
a Michigan Municipal Corporation

Business Agent

Mayor

Negotiating Committee

City Clerk

Negotiating Committee

City Manager

Negotiating Committee

Human Resources Manager

Negotiating Committee
# APPENDIX A

## POLC PATROL SALARIES/WAGES

<table>
<thead>
<tr>
<th></th>
<th>6 Months</th>
<th>1 Year</th>
<th>2 Years</th>
<th>3 Years</th>
<th>4 Years</th>
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<tr>
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<td>Step 1</td>
<td>Step 2</td>
<td>Step 3</td>
<td>Step 4</td>
<td>Step 5</td>
<td>Step 6</td>
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<td>56,845</td>
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<td>26.03</td>
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**Effective**

July 1, 2020 (3.0%)

<table>
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<tr>
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<th>6 Months</th>
<th>1 Year</th>
<th>2 Years</th>
<th>3 Years</th>
<th>4 Years</th>
<th>5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>Step 2</td>
<td>Step 3</td>
<td>Step 4</td>
<td>Step 5</td>
<td>Step 6</td>
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<td>33.15</td>
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<td>28.38</td>
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**Effective**

July 1, 2021 (3.0%)
APPENDIX B

LEVELS OF PHYSICAL FITNESS

1. Exercise Options

Bronze – Add $250 per year

Silver - 5% above bronze requirements. Add $350 per year

Gold - 10% above bronze requirements. Add $500 per year

<table>
<thead>
<tr>
<th>Exercise</th>
<th>Standard</th>
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<tr>
<td>Push-ups</td>
<td>MCOLES for age/gender—MCOLES guidelines for push-up form</td>
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<tr>
<td>Sit-ups</td>
<td>MCOLES for age/gender—MCOLES guidelines for sit-up form</td>
</tr>
<tr>
<td>½ mile shuttle run</td>
<td>MCOLES for age/gender—MCOLES guidelines for run</td>
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<tr>
<td>Equipment carry</td>
<td>Current Department Standard—PSOIII Test—5 minute time limit</td>
</tr>
<tr>
<td>Simulated Rescue—Dummy Carry</td>
<td>Current Department Standard—PSOIII Test—3 min male/5 min female</td>
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<tr>
<td>Simulated hose pull</td>
<td>Current Department Standard—PSOIII Test—1 minute time limit</td>
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MCOLES Standards as Determined and Periodically Adjusted by the Commission

Current Standards:

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<tr>
<th>Age Group</th>
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<th>Sit-Ups</th>
<th>Push-Ups</th>
<th>½-Mile Shuttle Run</th>
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<tbody>
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<td>Male</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-29</td>
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<td>30</td>
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<td>30</td>
<td>28</td>
<td>4:54.7</td>
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<table>
<thead>
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<th>Vertical Jump</th>
<th>Sit-Ups</th>
<th>Push-Ups</th>
<th>½-Mile Shuttle Run</th>
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<tbody>
<tr>
<td>Female</td>
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<td></td>
<td></td>
<td></td>
</tr>
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<td>7</td>
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<td>30-39</td>
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<td>19</td>
<td>7</td>
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<tr>
<td>40 +</td>
<td>8.0</td>
<td>18</td>
<td>7</td>
<td>6:13.3</td>
</tr>
</tbody>
</table>
PRELIMINARY APPROVAL FORM FOR A
SELF-DISCIPLINED WELLNESS PROGRAM
REQUEST FORM

To: Director of Public Safety

FROM _____________________________ DATE ____________________

This is a request for preliminary approval of a plan to meet the employee’s participation requirement for the DEPARTMENT OF PUBLIC SAFETY Health and Wellness Program. It is not a request for approval of the completion of the employee’s plan or participation.

DESCRIBE THE PROPOSED PLAN OR PROGRAM ON WHICH YOU ARE SEEKING APPROVAL, INCLUDE LENGTH OF PROGRAM, HISTORICAL INVOLVEMENT AND WHO ADMINISTERS THE PROGRAM. (Attach additional sheets if necessary).

________________________________________________________________

________________________________________________________________

________________________________________________________________

PLEASE DESCRIBE HOW YOU PROPOSE TO DOCUMENT YOUR PARTICIPATION IN THIS PROPOSED PROGRAM: ____________________________

________________________________________________________________

________________________________________________________________

______________________________
Employee Signature

( ) Plan will not be recommended.
( ) Plan will not be recommended as outlined. Please contact the Director to discuss ways to qualify your participation.
( ) Plan meets general guidelines as outlined. However, approval of participation will not be given until the program is completed and the required documentation is submitted. Final approval will be at the discretion of the Director.

Dated: _____________________________

______________________________
Director of Public Safety

Documentation Due Date: ______________________
100 MILES IN 100 DAYS

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM

Session I: March - June
Session II: July - October

WALKING PROGRAM GUIDELINES

1. You must be a Grand Haven Department of Public Safety employee to participate in this Walking Program.

2. You must officially sign up (register) prior to walking any miles in this program. You may register for the program by contacting the Deputy Director of Public Safety.

3. All participants must have completed the assessment portion of the National YMCA Fitness Evaluation.

4. Walking may be done prior to the work day, during the lunch hours, after the work day, or on weekends, but not on duty.

5. You must walk a minimum of one (1) mile each time you walk.

6. All miles walked must be recorded on your “Mileage Card”. Your miles must be verified by having another program participant or spouse participant initial your Mileage Card each time you walk.

7. Jogging only may be substituted for walking.

8. “Mileage Cards” and maps of the designated routes are available from the Deputy Director of Public Safety. Also, you may supply a verifiable route of your own. The completed “Mileage Cards” must be turned into the Deputy Director of Public Safety on a weekly basis.

9. If you walk 100 miles or more (Session I or Session II) this walking program may be used to qualify for the semi-annual Physical Condition portion of the Merit Achievement Program. Proper verification by another walker or spouse participant is required to meet qualifications.
GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY
WALKING PROGRAM MILEAGE LOG

Name:    Week Beginning: ____________________________________________

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
</table>

Date ____________________________________________

Miles ____________________________________________

Partner’s Initials ____________________________________________

Total Miles
This Week ________________

___________________________________________

Director
APPENDIX C

POLICE OFFICERS LABOR COUNCIL
EXECUTIVE OFFICES
667 East Big Beaver /Suite 205
Troy, MI 48083

Police Officers Labor Council – Grand Haven Patrol Unit
Dues Check-Off Authorization Form

I hereby request and authorize to be deducted from my wages while in your employment, a labor representation fee of $41.50 per month. If any additional, or changes, to this amount are to be made it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the:

POLICE OFFICERS LABOR COUNCIL
667 East Big Beaver, Suite 205
Troy, MI 48083

This authorization shall remain in effect until by written notice to the Employer.

Please Print:

NAME _____________________________________________________________
    Last Name                         First Name                                Middle Initial

Social Security Number ________________________________

Address Street ____________________________________________

City ____________________________ State __________ Zip Code

Employee’s Signature ___________________________ Date
<table>
<thead>
<tr>
<th>PSO I</th>
<th>PSO II and III</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Class B (fatigue) long sleeve shirt</td>
<td>1 Class A uniform hat with hat badge</td>
</tr>
<tr>
<td>4 Class B (fatigue) short sleeve shirt</td>
<td>2 Ties</td>
</tr>
<tr>
<td>4 Class B (fatigue) pant</td>
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</tr>
<tr>
<td>1 Class A short sleeve shirt</td>
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</tr>
<tr>
<td>1 Class A uniform hat with hat badge</td>
<td>1 Class B (fatigue) short sleeve shirt</td>
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<td>1 Uniform badge</td>
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<td>1 Nylon pants belt</td>
</tr>
<tr>
<td>2 ties</td>
<td>1 Multi-purpose jacket</td>
</tr>
<tr>
<td>1 Raincoat with rain protector for class A uniform hat</td>
<td>1 Uniform badge</td>
</tr>
<tr>
<td>1 Pair side cutter or similar self-rescue tool</td>
<td>2 Name plates</td>
</tr>
<tr>
<td>2 Coveralls</td>
<td>1 Set collar brass</td>
</tr>
<tr>
<td>1 Baseball style cap</td>
<td>1 Duty belt</td>
</tr>
<tr>
<td>1 Winter coat</td>
<td>1 Duty holster</td>
</tr>
<tr>
<td>1 Summer jacket</td>
<td>1 Magazine case</td>
</tr>
<tr>
<td>1 Winter cap</td>
<td>1 Set handcuffs and case</td>
</tr>
<tr>
<td>1 Mock turtleneck “Dickie”</td>
<td>1 ink pen clip style handcuff key</td>
</tr>
<tr>
<td>1 Rechargeable flashlight</td>
<td>1 OC Spray and case</td>
</tr>
<tr>
<td>1 Class C polo-style shirt with department logo</td>
<td>1 Baton and case</td>
</tr>
<tr>
<td>1 Class C pant</td>
<td>1 Wallet badge</td>
</tr>
<tr>
<td>1 Tourniquet with holster</td>
<td>1 Wallet badge case</td>
</tr>
<tr>
<td></td>
<td>1 Tourniquet with holster</td>
</tr>
<tr>
<td>1 Soft body armor for active violence response/rescue</td>
<td>1 Helmet</td>
</tr>
<tr>
<td>3 Cotton T-shirts with department logo</td>
<td>1 Raincoat with rain protector for class A uniform hat</td>
</tr>
<tr>
<td>1 Pair winter gloves</td>
<td>1 Patrol bag</td>
</tr>
<tr>
<td>1 Set collar brass</td>
<td>1 Baseball style cap</td>
</tr>
<tr>
<td>1 Name plate</td>
<td>1 Class C polo-style shirt with department logo</td>
</tr>
<tr>
<td></td>
<td>1 Class C pant</td>
</tr>
</tbody>
</table>

**Fire Marshal (Same as PSO II/III except add)**

- Add 1 additional class B (fatigue) long sleeve shirt
- Add 1 additional class B (fatigue) short sleeve shirt
- Add 1 additional class B (fatigue) pant
- 1 hard hat
- 1 pair leather work gloves
- 1 lightweight “fire safe” jacket, pants, or coverall
- 1 Rechargeable work light
- 1 Rechargeable flashlight-duty belt (or) fire helmet
- 1 Pair patrol/frisk gloves
- 1 Mock turtleneck “Dickie”
- 1 Pocket Handcuff Key
- 1 Holster for class B/C
- 1 Pair side cutter or similar self-rescue tool
- 1 Storage clip board
- 1 Winter cap
- 4 Belt loop holders
- 1 Pair winter gloves
3 Wicking or vented shirts for wear under soft body armor
3 Cotton T-shirts with department logo
1 Soft body armor ballistic vest
1 Taser holster

The City will provide each employee a shoe/boot allowance of $150.00 per year paid in the first pay period in July. In the event an officer damages or destroys his/her shoes/boots in the course of his/her employment due to no fault of his/her own, the City will replace them as necessary.
APPENDIX E

GRAND HAVEN

DRUG FREE WORKPLACE POLICY

The City of Grand Haven is committed to providing a safe work environment and to promoting and protecting health, safety and well-being of our employees. This commitment is jeopardized when any City of Grand Haven employee engages in the use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substances or abuses prescription drugs or alcohol. Substance abuse is a significant public health problem which has a detrimental effect on the business community in terms of productivity, absenteeism, accident, medical costs, theft and workers' compensation costs. Therefore, the City of Grand Haven has established the following policy:

1. The City of Grand Haven will institute language in all job postings signifying it is a Drug Free Workplace.

2. It is a violation of City policy for any employee to use, possess (except when required as part of their normal duties or responsibilities as a public safety officer), sell, convey, distribute or manufacture illegal drugs, intoxicants or controlled substances or attempt to do the same.

3. It is a violation of City policy for any employee to or be under the influence of alcohol at any time while on or using City property, conducting City business or otherwise representing the City.

4. It is a violation of the City policy for any employee to use alcohol during normal business hours or while on duty (except when required as part of their normal duties or responsibilities [such as an undercover Public Safety Officer]) and approved by the Department Director.

5. It is a violation of City policy for any employee to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

6. Violations of this policy are subject to disciplinary action up to and including termination of employment.

7. This policy will be given to all probationary employees.
EMPLOYEE ASSISTANCE PROGRAM

The City of Grand Haven recognizes that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The City of Grand Haven offers an employee assistance program (EAP) benefit for employees and their families. The EAP provides confidential assessment, referral and short-term counseling for employees and their families who need or request these services. If the EAP determines a referral to a treatment provider is necessary, the cost may be covered by the employee’s medical insurance, but the employee is responsible for the costs of these services.

DRUG AND ALCOHOL TESTING

The purpose of drug and alcohol testing is to prevent the hiring of individuals who illegally use drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment, when necessary, for employees with drug and alcohol abuse problems. The City of Grand Haven is committed to promoting and maintaining a drug free working environment for all its employees and to promoting and protecting the safety, health and well-being of its employees.

1. The City of Grand Haven will use the model collection and drug testing standards, issued by the Department of Health and Human Services for federal government employees.

2. Alcohol testing will be conducted using breath-testing instruments and approved procedures.

3. The following employee protections will be incorporated to ensure the accuracy and integrity of the testing program:
   ♦ Only a Substance Abuse and Mental health Administration will be used.
   ♦ A strict chain-of-custody procedure will be used to ensure the integrity of each urine specimen.
   ♦ The process will ensure individual privacy during the collection process and the confidentiality of test results.
   ♦ All “positive” drug screens will be confirmed by a second test using a different chemical process, and only those samples which test positive on both the screen and the confirmation test will be considered a “positive”.

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All confirmed “positive” test results will receive a professional medical review, which includes the opportunity for employees to explain the result.

Employees who test “positive” for the first time for drugs and alcohol will be offered the opportunity for treatment, except where independent grounds for termination of employment exists.

The refusal by an employee to take a drug or alcohol test is considered equivalent to a verified “positive” drug test and therefore subjects the employee to the same adverse employment actions up to and including termination of employment.

4. Reason for testing:

- **Pre-Employment/Probationary Employees.** Testing is to be conducted anytime and potentially multiple times, prior to beginning employment and through the probationary period. At a minimum, testing will occur as part of the pre-employment physical and one time during the probationary period. Such testing will be scheduled by the Assistant City Manager or designee.

**Post Accident:** When an employee is involved in a motor vehicle accident as the driver where the accident must be reported (whether on public or private property) pursuant to MSA #R28.1406, section 5.6 of the Uniform Traffic Code, the City may require that employee to submit to a drug test. When an employee is involved in a motor vehicle accident and the employer has “reasonable suspicion” that the employee may be under the influence of drugs or alcohol, the employer may require the employee to submit to a drug test.

**Follow-up.** Testing of employees who have violated the City’s substance abuse policy, but were given the opportunity to keep their jobs conditioned on successful rehabilitation and no further “positive” results.

**Reasonable Suspicion.** Testing that is conducted when there is information about an employee’s appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol.

5. Test Levels.

- **Controlled Substances.** An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CAR, Part 40, §40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II. These scheduled are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs in unlawful under Chapter 13 of that Title [§801 et seq. of Title 21]. The term **illegal drug** does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used
following the physician’s instructions must be recorded and treated as negative test results.

- **Alcohol Use.** An employee will be considered to have failed (with a test result of .04 percent or greater) an administered evidentiary blood test, administered by an approved medical facility, and at the direction of a representative of the City. To be considered a confirming evidential test, a breath alcohol technician must have first administered a breath test within the 20 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than .02 percent to warrant the evidential breath test.

- **Other Alcohol Use.** An employee submitting to a preliminary breath alcohol screening test with a result o .02 or higher but less than .04 percent as confirmed by an evidential breath test will be removed from duty or performance of their position for a period of not less than 24 hours or until the next regularly scheduled work day, without pay.

- **Controlled Substance Levels.** We will accomplish all substance testing according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, 49 CAR Parts 40, 382 and, where appropriate, Part 391. We are requiring testing for the five substances listed of which we consider unacceptable in our business environment.

<table>
<thead>
<tr>
<th>Substance</th>
<th>Screening Level</th>
<th>Confirmatory Level</th>
<th>Signs and Symptoms</th>
</tr>
</thead>
</table>
| Amphetamines incl. Benzedrine, biphedrine, dexamphetamine, synatan, appeto, methedrine and desoxyn | 1000 NG/ml      | Amphetamine 500 NG/ml Metamphetamine 500 NG/ml | · Hyperactivity  
· Feelings of strength  
· Loss of appetite  
· Irritability  
· Dilated pupils  
· Dizziness  
· Distorted thinking |
| Cocaine incl. Coke, free base and crack | 300 NG/ml      | Metabolites 150 NG/ml Benzoyl Ecgonine | · Momentary feelings of confidence, strength and endurance  
· “Rush” of short-term pleasurable sensations  
· Impaired driving ability and reactions  
· Uncommon excitability or anxiety |
<table>
<thead>
<tr>
<th>Drug</th>
<th>50 NG/ml</th>
<th>Metabolite 15 NG/ml</th>
<th>25 NG/ml</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana incl. Pot, smoke, hash, hashish oil and Tai sticks</td>
<td>Benzoyl Ecgonine</td>
<td>if immunoassay for free-morphine</td>
<td>Metabolite 25 NG/ml</td>
</tr>
<tr>
<td>Opiates incl. Morphine, codeine, heroin, methadone, meperidine, demerol, darvon, daarvocet, tylolol 3 or 4, dilaudid, percodan and percocet</td>
<td>300 NG/ml</td>
<td>300 NG/ml Morphine</td>
<td>Impaired driving ability</td>
</tr>
<tr>
<td>Phencyclidine a.k.a. Angel dust, rocket fuel, Krystal joints, super kools, shermi, mint weed, cluster</td>
<td>25 NG/ml</td>
<td>300 NG/ml Codeine</td>
<td>Impaired driving ability</td>
</tr>
</tbody>
</table>

- Dilated pupils and difficulty in focusing
- Paranoia
- Changes in sensory perception
- Impaired driving ability for 4-6 hours after one joint
- Restlessness followed by a dreamlike state of relaxation
- Dulling of attention
- Constricted pupils
- Drooping eyelids
- Low raspy speech
- Poor Coordination
- Depressed reflexes
- Impaired driving ability
- Euphoria (short-lived)
- High pain threshold
- Impaired driving ability
- Extreme agitation
- Hallucinations
- Schizophrenia
- Enhanced strength

**Test Use.** Any urine specimens collected may only be used to test for controlled substances designated or approved for testing. The accompanying Chain of Custody will reflect the nature of the test required.

- **Split Samples.** The specimen collected must consist of not less than 45 milliliters of urine, 30 of which we pour into a container for initial testing. We will then put the remainder into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.

- The split sample confirms contested test results if the primary sample shows a positive test result.

- Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific test to determine, in fact, the sample has been adulterated, diluted or tampered with. Such tests are
approved and consist of test to determine the specific gravity or to measure the creatine present in the sample.

Alcoholic Beverages and Use. The use of alcoholic beverages by employees affect safe and efficient operations. No employee will use or possess alcoholic beverages during work hours. No employee will report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol. This section may be modified by specific Departmental policies.

- An odor of alcohol on any employee’s breath is reason enough for the City to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to immediate removal from their position.

- If an employee exhibits any symptoms of alcohol use, they will be required to submit to a preliminary breath test (PBT), followed by an evidential breath test (EBT) to measure the extent and level of alcohol within an employee’s system. The results of these tests shall be received by the Assistant City Manager and the Department Director.

- If an employee on the two tests has an alcohol level of .04 percent or greater, it will be considered a positive test.

- Refusals to submit to a required (PBT) followed by an (EBT) or any other MDOT-approved test to measure the extent and level of alcohol within a worker’s body will be considered to have a positive alcohol test level greater than .04 percent.

- Assessment refusals by an employee testing above .04 percent Breath Alcohol level (BAL) and who refuses assessment or fails to complete the treatment plan prescribed by the assessment professional will be suspended from further performing any function until he or she submits to an assessment.

- Any employee referred to a substance abuse professional and/or employee assistance program who fails to follow any of the following requirements will be suspended from the performance of any functions as per the personnel policy. These requirements are as follows:
  - Keep the appointment.
  - Complete the prescribed treatment or rehabilitation plan.
  - Authorize the disclosure of progress reports to the City.
Ellie Holman of the Chamber of Commerce a request to host a Sunday Art Market under the Chinook Pier Canopy to be held consecutive Sundays throughout the summer beginning July 19th through September 27th from 12 p.m.-3 p.m. This event has been held in the past, but has been on hiatus since 2017.

Vendors will begin setup at 10:30 a.m. and tear down would be completed by 3:30 p.m. The Art Market features 20 local artists and crafters and they will each bring their own 10’ x 10’ pop up tents.

This is a smaller event, so artists and crafters use the dumpster in the parking lot for any trash they may have and the Chamber always has a representative onsite to oversee the cleanup process. Public parking is available for participants and the public in surrounding areas and on street.

**City Services Requested:**
Use of the parking lot at Chinook
A special event application is required for any public event held on City property. The application and fee must be submitted to the City of Grand Haven Community Affairs Manager at least 90 days prior to the event. Some events may require review by boards and commissions that meet on a limited basis. In addition, any events where alcohol is served will require a temporary liquor license, which is handled through the Department of Public Safety (DPS). Contact the Police Department at 616.842.3460 for liquor license fees and requirements.

Return complete application with payment to the City of Grand Haven, Community Center, 421 Columbus, Grand Haven, MI 49417
Telephone: 616-842-2550

**Does the event include any of the following? (Check all that apply)**

- [ ] Alcohol
- [ ] Amplified Sound
- [ ] Banners
- [ ] Camping
- [ ] Dumpsters
- [x] Entertainment
- [ ] Fencing
- [ ] Fireworks
- [ ] Food Trucks
- [ ] Parks
- [ ] Portable Restrooms
- [ ] Race/Run
- [ ] Sanitation (Grey Water/Grease)
- [ ] Stage
- [ ] Street Closures
- [ ] Ticketing
- [ ] Utilities
- [ ] Waterways

**I. EVENT SUMMARY**

<table>
<thead>
<tr>
<th>EVENT NAME:</th>
<th>Sunday Art Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENT DATE(S)</td>
<td>July 19 - September 27</td>
</tr>
<tr>
<td>EVENT TIME(S)</td>
<td>START TIME: 12pm END TIME: 3pm</td>
</tr>
<tr>
<td></td>
<td>SET UP TIME: 10:30am TEAR DOWN END: 3:30pm</td>
</tr>
<tr>
<td>EVENT LOCATION</td>
<td>Chinook Pier Canopy</td>
</tr>
</tbody>
</table>

**II. APPLICANT INFORMATION**

<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th>the Chamber of Commerce, Grand Haven, Spring Lake, Ferrysburg</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORGANIZATION ADDRESS</td>
<td>1 S. Harbor Drive</td>
</tr>
<tr>
<td>RESPONSIBLE PARTY NAME</td>
<td>Ellie Holman</td>
</tr>
<tr>
<td>RESPONSIBILITY ADDRESS</td>
<td>1 S. Harbor Drive</td>
</tr>
<tr>
<td>APPLICANT PHONE NO(s)</td>
<td>616-842-4910</td>
</tr>
<tr>
<td>APPLICANT EMAIL ADDRESS</td>
<td><a href="mailto:eholman@grandhavenchamber.org">eholman@grandhavenchamber.org</a></td>
</tr>
<tr>
<td>EVENT CONTACT NAME/PHONE</td>
<td>Randal Stewart/ 616-842-4910</td>
</tr>
</tbody>
</table>

Representative must be on site and available during entire event.
III. ALCOHOL SERVICE
Will there be alcohol sold/served at the event?  □ NO (proceed to section IV, Event Site Details)  □ YES (complete remainder of Section III)*

*Applicant must contact the Grand Haven Department of Public Safety to apply for a separate liquor license.
*The Liquor License Application also requires approval from the Michigan Liquor Control Commission.

| Name of non-profit organization you are partnering with for the liquor license | PARTNERING ORGANIZATION: |
| CONTACT NAME: | CONTACT PHONE NUMBER: |

IV. EVENT DETAILS
If your event is for a walk/run/parade, you must include a MAP of your route with the application. Public Safety reserves the right to amend route requests based on safety and staffing requirements.

Is this event....  □ Open to the Public  □ Private  □ Invitation Only

Provide a detailed description of your event. Use additional sheet if necessary:
Sunday Art Market will be a market with Artisans and Crafters for the community to come and shop and support local Artists and Crafters especially during this time.

Is this a new/first-time event?  □ No  □ Yes*  Number of people expected 20 vendors

*(If yes, contact the Community Affairs Manager at 616.842.2550 before submitting application)

Will there be food trucks/food concessions?  □ No  □ Yes**
**Contact the Health Department for requirements and to schedule inspections.
**Food Truck Vendors must get an annual inspection and permit from the Fire Marshal.

Will there be food cooked on-site?  □ No  □ Yes
How will food be cooked?  □ Gas  □ Charcoal  □ Fryers  □ Electric

Will there be pyrotechnics or fire features at the event?  □ No  □ Yes

Will you provide your own security?  □ No  □ Yes

Will there be assembly tents erected at the event?  □ No  □ Yes**
If yes, how many? 20  Size 10x10
**Tents over 400 sq. ft. require a tent permit and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.

Will this event provide portable restrooms?  □ No  □ Yes**
How many units?  □ □ How many ADA units?

Will this event have entertainment?  □ No  □ Yes
If yes, check all that apply  □ Live Acoustic  □ Live Amplified  □ DJ
Courtyard Concerts possibly similar to that of the Farmers Market.
V. STREET CLOSURES/PARKING LOTS

****This section must be completed for any event requesting street closures****

List the streets you are requesting to close (for example, Harbor from Columbus to Franklin), and attach a map of the event footprint.

<table>
<thead>
<tr>
<th>STREET TO BE CLOSED/PARKING LOTS</th>
<th>FROM WHICH INTERSECTION/LOCATION</th>
<th>TO WHICH INTERSECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>South of Columbus &amp; East from 4th</td>
<td>North of Franklin &amp; West of 1st</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To help ensure the safety of event participants and the public, street closures, noise variances, cooking of food and alcohol require the following:

- **Police, Fire, Public Works and/or City Council approval.** Your completed application will be routed to all necessary departments by the Special Event Coordinator for their recommendation.

- **BARRICADES:** Street closures generally require barricades which are provided by the City. The number of barricades will be determined by public safety and a fee will be assessed to the applicant.

- **RACE ROUTES:** Organizers must use the City's pre-approved routes and mark routes with the City's pre-approved chalk product or be subject to fees for clean-up.

- **NO PARKING SIGNAGE:** "No parking" signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.

- **NOTIFICATION OF AFFECTED PARTIES:** You must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Special Event Coordinator can provide you with the names and addresses of property owners along your route, for mailing purposes. Official City race route signs must be used for each race/run and can be picked up at the Community Center.

Thank you for helping us, help you, make your event safe and successful.

VI. LIABILITY INSURANCE

Liability Insurance naming the City of Grand Haven as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read:

_The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence_

519 Washington Ave. Grand Haven, MI 49417

An acceptable certificate of insurance must be submitted no later than **10 days** before the event date.

Name of Insurance Company/Agent: Oaks Agency
Phone Number of Company/Agent: 616-842-3440
VII. REQUIREMENTS OF THE SPECIAL EVENT:

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy
- Applicant shall comply with all City of Grand Haven Ordinances
- The applicant organization will hold the City of Grand Haven harmless from all claims
- City staff may require a meeting with applicant organization to clarify requests for services
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services
- The City reserves the right to deny changes to the application once final approval is given
- Failure to provide any requested information in a timely manner or providing false information may result in denial or revocation of the special event permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit and/or the denial of future event requests.

EVENT WEBSITE ADDRESS (optional): TBD

Would you like your event listed on the City’s website and social media, free of charge?

☑ YES  ☐ NO

With my signature, I certify that I have read and agree to the City of Grand Haven Special Event Policy and all items listed in this application. I agree to abide by all applicable ordinances & regulations.

Signature of Applicant

Date

6/26/2020

SPECIAL EVENT FEES:

- $100 - Resident/Non-Profits
- $150 - Non-Resident/Profit
- $25 – Park Permit
- $125 – Tent Permit/Inspection
- $50 - Electric
- $50 - Water
- $75 - Sound System*

*Sound System only available at Lynne Sherwood Waterfront Stadium

Refundable Deposit Fee:
- $200 - Events under 500 people
- $500 - Events over 500 people

APPLICATION FEE $100.00
PARK PERMIT FEE
TENT PERMIT FEE
DPS FEES
DPW FEES

OFFICE USE ONLY - EVENT COST ESTIMATE

TOTAL COST $100.00
NON-PROFIT
SECURITY DEPOSIT

CITY COUNCIL APPROVAL
ADMINISTRATIVE APPROVAL
DATE: YES NO

123
TO: Pat McGinnis, City Manager  
FROM: Char Seise, Community Affairs Manager  
DATE: June 30, 2020  
SUBJECT: NEW Freedom Festival  

Today I received a special event request from Tammy Clark of Stand Up Michigan, to host a Freedom Festival on July 31st 2020 at Lynne Sherwood Waterfront Stadium from 4 p.m.-8 p.m.

Event Set Up: 2:30 p.m.
Event Tear Down: 9:30 p.m.

Stand Up Michigan is an organization that was founded to peacefully protest against Michigan’s excessive quarantine. This is intended to be a family friendly event; it is open to the public, with an anticipation of 200-300 participants. The organizers will have special guest speakers, amplified music and sound. The organizers will bring their own sound equipment and rent the required number of portable restrooms for the size of their event (for a total of 3, two regular and one handicap accessible). Portable restrooms would need to be placed in the marina parking lot to the south of the angled load in zone.

They will use the existing stage in the stadium, electricity to run the sound system and place a banner advertising the event.

This request will be reviewed on July 1 at the Parks Board meeting and the applicant is planning to attend to address any questions or concerns. I will provide an update of the boards response to you prior to the July 6th City Council meeting.

If approved, insurance would be provided by the applicant, naming the City of Grand Haven as an additional insured.

Public Services Requested:
Use of Lynne Sherwood Waterfront Stadium  
Banner Placement  
Electric  
Marina Parking Lot/spaces south of the load in area for portable restrooms  
Purchase Trash Containers/DPW  
Use of fencing (applicant checked the box for fencing, but this is not a ticketed event and would not be required)
2020 CITY OF GRAND HAVEN SPECIAL EVENT APPLICATION

A special event application is required for any public event held on City property. The application and fee must be submitted to the City of Grand Haven Community Affairs Manager at least 90 days prior to the event. Some events may require review by boards and commissions that meet on a limited basis. In addition, any events where alcohol is served will require a temporary liquor license, which is handled through the Department of Public Safety (DPS). Contact the Police Department at 616-842-4410 for liquor license fees and requirements.

Return complete application with payment to the City of Grand Haven, Community Center, 421 Columbus, Grand Haven, MI 49417
Telephone: 616-842-2550

| Does the event include any of the following? (Check all that apply) |
| --- | --- | --- |
| ☐ Alcohol | ☑ Parks | ☐ Tents |
| ☑ Amplified Sound | ☑ Portable Restrooms | ☐ Ticketing |
| ☑ Banners | ☐ Race/Run | ☐ Utilities |
| ☐ Camping | ☐ Sanitation (Grey Water/Grease) | ☐ Waterways |
| ☐ Dumpsters | ☑ Stage | |
| ☐ Entertainment | ☐ Street Closures | |
| ☐ Fencing | ☐ Fireworks | |
| ☐ Food Trucks | ☐ | |

I. EVENT SUMMARY

| EVENT NAME: | Freedom Festival |
| EVENT DATE(S): | July 31, 2020 |
| EVENT TIME(S): | START TIME: 4:00 PM END TIME: 8:00 PM |
| SET UP TIME: 2:30 PM TEAR DOWN END: 9:30 PM |
| EVENT LOCATION: | Waterfront Stadium |

II. APPLICANT INFORMATION

| ORGANIZATION NAME | Stand Up Michigan |
| ORGANIZATION ADDRESS | P.O. Box 671 |
| RESPONSIBLE PARTY NAME | Tammy Clark |
| RESPONSIBILITY ADDRESS | 213 Clinton, Grand Haven, MI 49417 |
| APPLICANT PHONE NO(s) | 616-916-1193 |
| APPLICANT EMAIL ADDRESS | tammy@standupmichigan.com |
| EVENT CONTACT NAME/PHONE | Tammy Clark, 616-916-1193 |

Representative must be on site and available during entire event

About having participants eat in local restaurants.
III. ALCOHOL SERVICE
Will there be alcohol sold/served at the event? ☑ NO (proceed to section IV, Event Site Details) □ YES (complete remainder of Section III)*

*Applicant must contact the Grand Haven Department of Public Safety to apply for a separate liquor license.
*The Liquor License Application also requires approval from the Michigan Liquor Control Commission.

Name of non-profit organization you are partnering with for the liquor license

PARTNERING ORGANIZATION:

CONTACT NAME:

CONTACT PHONE NUMBER:

IV. EVENT DETAILS
If your event is for a walk/run/parade, you must include a MAP of your route with the application.
Public Safety reserves the right to amend route requests based on safety and staffing requirements.

Is this event.... ☑ Open to the Public □ Private □ Invitation Only

Provide a detailed description of your event. Use additional sheet if necessary:
Stand Up Michigan's Freedom Festival is a peaceful protest, allowed by Governor Whitmer's latest extension of the State of Emergency (see below for her statement). Our mission is to Care about We the People by identifying with their stories, Inform We the People by educating them on the latest legislative and relevant info., and Activate We the People by empowering them to be the solution. We will have legislators & local leaders speak, music, & positive messages to encourage the citizens of Michigan in these difficult times. "This is NOT a political rally!!"
From Gov. Whitmer on June 18, 2020: "... the First Amendment right to protest has never been more important, and in this moment, when we are still battling a killer virus, it is crucial that those who choose to demonstrate do so peacefully, and in a way that follows social distancing guidelines to protect public health. Our administration is working closely with local elected officials, public safety, faith, and youth leaders to encourage communities across the state to designate areas for peaceful demonstrations where people can make their voices heard."

Is this a new/first-time event? ☑ No □ Yes* □ Number of people expected _2_0_0_-3_0_0 __ 

*(If yes, contact the Community Affairs Manager at 616.842.2550 before submitting application)

Will there be food trucks/food concessions? ☑ No □ Yes**
**Contact the Health Department for requirements and to schedule inspections.
**Food Truck Vendors must get an annual inspection and permit from the Fire Marshal.

Will there be food cooked on-site? ☑ No □ Yes
How will food be cooked? □ Gas □ Charcoal □ Fryers □ Electric

Will there be pyrotechnics or fire features at the event? ☑ No □ Yes

Will you provide your own security? ☑ No □ Yes

Will there be assembly tents erected at the event? ☑ No □ Yes**
If yes, how many? ______ Size ______
**Tents over 400 sq ft. require a tent permit and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.

Will this event provide portable restrooms? ☑ No □ Yes**
How many units? ______ How many ADA units? __5__

Will this event have entertainment? ☑ No □ Yes
If yes, check all that apply □ Live Acoustic ☑ Live Amplified □ DJ

3 would be required for the duration of the event.
V. STREET CLOSURES/PARKING LOTS

****This section must be completed for any event requesting street closures****

List the streets you are requesting to close (for example, Harbor from Columbus to Franklin), and attach a map of the event footprint.

<table>
<thead>
<tr>
<th>STREET TO BE CLOSED/PARKING LOTS</th>
<th>FROM WHICH INTERSECTION/LOCATION</th>
<th>TO WHICH INTERSECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>South of Columbus &amp; East from 4th</td>
<td>North of Franklin &amp; West of 1st</td>
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To help ensure the safety of event participants and the public, street closures, noise variances, cooking of food and alcohol require the following:

- **Police, Fire, Public Works and/or City Council approval.** Your completed application will be routed to all necessary departments by the Special Event Coordinator for their recommendation.
- **BARRICADES:** Street closures generally require barricades which are provided by the City. The number of barricades will be determined by public safety and a fee will be assessed to the applicant.
- **RACE ROUTES:** Organizers must use the City’s pre-approved routes and mark routes with the City’s pre-approved chalk product or be subject to fees for clean-up.
- **NO PARKING SIGNAGE:** “No parking” signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.
- **NOTIFICATION OF AFFECTED PARTIES:** You must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Special Event Coordinator can provide you with the names and addresses of property owners along your route, for mailing purposes. Official City race route signs must be used for each race/run and can be picked up at the Community Center.

Thank you for helping us, help you, make your event safe and successful.

VI. LIABILITY INSURANCE

Liability Insurance naming the City of Grand Haven as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read:

*The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence 519 Washington Ave. Grand Haven, MI 49417*

An acceptable certificate of insurance must be submitted no later than 10 days before the event date.

Name of Insurance Company/Agent: Newaygo Insurance Agency / Dan Johnson

Phone Number of Company/Agent: 231-652-1636
VII. REQUIREMENTS OF THE SPECIAL EVENT:

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy
- Applicant shall comply with all City of Grand Haven Ordinances
- The applicant organization will hold the City of Grand Haven harmless from all claims
- City staff may require a meeting with applicant organization to clarify requests for services
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services
- The City reserves the right to deny changes to the application once final approval is given
- Failure to provide any requested information in a timely manner or providing false information may result in denial or revocation of the special event permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit and/or the denial of future event requests.

EVENT WEBSITE ADDRESS (optional): www.standupmichigan.com

Would you like your event listed on the City’s website and social media, free of charge?

☐ YES  ☐ NO

With my signature, I certify that I have read and agree to the City of Grand Haven Special Event Policy and all items listed in this application. I agree to abide by all applicable ordinances & regulations.

Tammy Clark
Signature of Applicant

Date: 06/26/2020

SPECIAL EVENT FEES:

☑ $100 - Resident/Non-Profits
☑ $150 - Non-Resident/Profit
☑ $25 - Park Permit
☑ $125 - Tent Permit/Inspection
☑ $50 - Electric
☑ $50 - Water
☑ $75 - Sound System*

*Sound System only available at Lynne Sherwood Waterfront Stadium

☐ Banner-$100-$150
☐ $875 - Portable Stage
☐ $875 - Portable Stage Extensions
☐ $2100 - Fencing
☐ $7/ea - Trash Box/Liners
☐ $13 - Type III Barricades
☐ $2 - Yellow Barricades

Refundable Deposit Fee:
$200 - Events under 500 people
$500 - Events over 500 people

OFFICE USE ONLY - EVENT COST ESTIMATE

APPLICATION FEE
PARK PERMIT FEE
TENT PERMIT FEE
DPS FEES
DPW FEES

TOTAL COST
NON-PROFIT
SECURITY DEPOSIT

CITY COUNCIL APPROVAL YES NO
ADMINISTRATIVE APPROVAL YES NO
DATE:
City of Grand Haven
Community Center
421 Columbus
Grand Haven, MI 49417
616-842-2550

TO:    Pat McGinnis, City Manager
FROM:  Char Seise, Community Affairs Manager
DATE:  June 30, 2020

SUBJECT:  NEW/Grand Haven High School Senior Banquet

I received a request from the Grand Haven Student Senate to host their senior banquet at the Lynne Sherwood Waterfront Stadium on Tuesday, July 21, 2020 from 7 p.m.-11 p.m.

Event organizers will begin set up of their event at 5 p.m. and will have everything cleaned up by 11 p.m.

This request will include, one food truck (Electric Hero) and one beverage truck (Voyage Juice) that will be placed in the marina parking lot on the south side of the load in path. They are waiting for final commitments from the vendors, but wanted to be certain to have the option available.

This will be a ticketed event, only graduated seniors and key staff from Grand Haven Area Public Schools will be available to attend. Each invitee will need a ticket for entrance.

The city sound system is being requested, along with electricity for announcements, presentations and to play music during the event.

This request is on the Parks Board agenda for July 1st. I will provide a draft copy of minutes or email from Matt Wade, Parks Liaison, prior to the July 6th City Council meeting.

Organizers expect 250-300 participants for this ticketed event.

Public Services Requested:
Use of Lynne Sherwood Waterfront Stadium
Use of all the parking spots south of the load in area
Use of the City’s Sound System
Use of Electricity
Fencing due to this being a ticketed event
2020 CITY OF GRAND HAVEN SPECIAL EVENT APPLICATION

A special event application is required for any public event held on City property. The application and fee must be submitted to the City of Grand Haven Community Affairs Manager at least 90 days prior to the event. Some events may require review by boards and commissions that meet on a limited basis. In addition, any events where alcohol is served will require a temporary liquor license, which is handled through the Department of Public Safety (DPS). Contact the Police Department at 616.842.3460 for liquor license fees and requirements.

Return complete application with payment to the City of Grand Haven, Community Center, 421 Columbus, Grand Haven, MI 49417
Telephone: 616-842-2550

Does the event include any of the following? (Check all that apply)
- Alcohol
- Amplified Sound
- Banners
- Camping
- Dumpsters
- Entertainment
- Fencing
- Fireworks
- Food Trucks
- Parks
- Portable Restrooms
- Race/Run
- Sanitation (Grey Water/Grease)
- Stage
- Street Closures
- Tents
- Ticketing
- Utilities
- Waterways

I. EVENT SUMMARY

<table>
<thead>
<tr>
<th>EVENT NAME:</th>
<th>GHHS Senior Banquet/Sunset Sendoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENT DATE(S):</td>
<td>July 21, 2020</td>
</tr>
<tr>
<td>EVENT TIME(S):</td>
<td>START TIME: 7:00 p.m.  END TIME: 11:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>SET UP TIME: 5:00 p.m.  TEAR DOWN END: 12:00 p.m.</td>
</tr>
<tr>
<td>EVENT LOCATION:</td>
<td>Waterfront Stadium</td>
</tr>
</tbody>
</table>

II. APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th>GHHS Student Senate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORGANIZATION ADDRESS</td>
<td>17001 Ferris St. Grand Haven, MI 49417</td>
</tr>
<tr>
<td>RESPONSIBLE PARTY NAME</td>
<td>Student Senate</td>
</tr>
<tr>
<td>RESPONSIBILITY ADDRESS</td>
<td>17001 Ferris St. Grand Haven, MI 49417</td>
</tr>
<tr>
<td>APPLICANT PHONE NO(s)</td>
<td>Tom Puleo - (616) 502.0404 and Caleb Berko - (616) 402.9282</td>
</tr>
<tr>
<td>APPLICANT EMAIL ADDRESS</td>
<td><a href="mailto:puleot@ghaps.org">puleot@ghaps.org</a> &amp; <a href="mailto:cjberko131@gmail.com">cjberko131@gmail.com</a></td>
</tr>
<tr>
<td>EVENT CONTACT NAME/PHONE</td>
<td>Tom Puleo &amp; Caleb Berko</td>
</tr>
</tbody>
</table>

Representative must be on site and available during entire event
III. ALCOHOL SERVICE
Will there be alcohol sold/served at the event? ☑ NO (proceed to section IV, Event Site Details)
□ YES (complete remainder of Section III)*

*Applicant must contact the Grand Haven Department of Public Safety to apply for a separate liquor license.
*The Liquor License Application also requires approval from the Michigan Liquor Control Commission.

Name of non-profit organization you are partnering with for the liquor license

PARTNERING ORGANIZATION:

CONTACT NAME: N/A
CONTACT PHONE NUMBER: N/A

IV. EVENT DETAILS
If your event is for a walk/run/parade, you must include a MAP of your route with the application. Public Safety reserves the right to amend route requests based on safety and staffing requirements.

Is this event.... ☐ Open to the Public ☐ Private ☑ Invitation Only

Provide a detailed description of your event. Use additional sheet if necessary:
GHHS Student Senate will put on an "open-house" style banquet. The itinerary will be loose and allow time for people to arrive and leave when they choose. There will be yard games scattered around the area. Cookies will be served, potted plants will be handed out, a musical fountain show will conclude the event. There will be a live DJ (music will be relatively quiet for most of the event and will get louder for a intermittent short periods of time).

Is this a new/first-time event? ☐ No ☑ Yes*
Number of people expected __ 250-300 __

*(If yes, contact the Community Affairs Manager at 616.842.2550 before submitting application)

Will there be food trucks/food concessions? ☑ No ☑ Yes**
**Contact the Health Department for requirements and to schedule inspections.
**Food Truck Vendors must get an annual inspection and permit from the Fire Marshal.

Will there be food cooked on-site? ☑ No ☑ Yes
How will food be cooked? ☐ Gas ☐ Charcoal ☐ Fryers ☑ Electric

Will there be pyrotechnics or fire features at the event? ☑ No ☐ Yes

Will you provide your own security? ☐ No ☑ Yes

Will there be assembly tents erected at the event? ☑ No ☐ Yes**
If yes, how many? __________ Size __________
**Tents over 400 sq ft. require a tent permit and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.

Will this event provide portable restrooms? ☑ No ☑ Yes**
How many units? __________ How many ADA units?

Will this event have entertainment? ☑ No ☑ Yes
If yes, check all that apply ☐ Live Acoustic ☐ Live Amplified ☑ DJ
VII. REQUIREMENTS OF THE SPECIAL EVENT:
- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy
- Applicant shall comply with all City of Grand Haven Ordinances
- The applicant organization will hold the City of Grand Haven harmless from all claims
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- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services
- The City reserves the right to deny changes to the application once final approval is given
- Failure to provide any requested information in a timely manner or providing false information may result in denial or revocation of the special event permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit and/or the denial of future event requests.

EVENT WEBSITE ADDRESS (optional): ____________________________________________
Would you like your event listed on the City’s website and social media, free of charge?

☐ YES  ☑ NO

With my signature, I certify that I have read and agree to the City of Grand Haven Special Event Policy and all items listed in this application. I agree to abide by all applicable ordinances & regulations.

Tom Puleo
Signature of Applicant
June 6, 2020
Date

SPECIAL EVENT FEES:

☑ $100 - Resident/Non-Profits
☐ $150 – Non-Resident/Profit
☐ $25 – Park Permit
☐ $125 – Tent Permit/Inspection
☑ $50-Electric
☐ $50-Water
☑ $75- Sound System*

*Sound System only available at Lynne Sherwood Waterfront Stadium

Refundable Deposit Fee:
$200-Events under 500 people
$500-Events over 500 people

OFFICE USE ONLY-EVENT COST ESTIMATE

APPLICATION FEE ____________ PARK PERMIT FEE ____________ TOTAL COST ____________
TENT PERMIT FEE ____________ DPS FEES ____________ NON-PROFIT ____________
DPS FEES ____________ DPW FEES ____________ SECURITY DEPOSIT ____________

CITY COUNCIL APPROVAL YES NO
ADMINISTRATIVE APPROVAL YES NO
DATE: ____________
V. STREET CLOSURES/PARKING LOTS

****This section must be completed for any event requesting street closures****

List the streets you are requesting to close (for example, Harbor from Columbus to Franklin), and attach a map of the event footprint.

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<tr>
<td>Example</td>
<td>South of Columbus &amp; East from 4th</td>
<td>North of Franklin &amp; West of 1st</td>
</tr>
<tr>
<td>1 Marina Parking Lot</td>
<td>Parking spaces south of the load in area</td>
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To help ensure the safety of event participants and the public, street closures, noise variances, cooking of food and alcohol require the following:

- **Police, Fire, Public Works and/or City Council approval.** Your completed application will be routed to all necessary departments by the Special Event Coordinator for their recommendation.
- **BARRICADES:** Street closures generally require barricades which are provided by the City. The number of barricades will be determined by public safety and a fee will be assessed to the applicant.
- **RACE ROUTES:** Organizers must use the City’s pre-approved routes and mark routes with the City’s pre-approved chalk product or be subject to fees for clean-up.
- **NO PARKING SIGNAGE:** “No parking” signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.
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Thank you for helping us, help you, make your event safe and successful.

VI. LIABILITY INSURANCE

Liability Insurance naming the City of Grand Haven as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read:

*The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence*  
519 Washington Ave. Grand Haven, MI 49417

An acceptable certificate of insurance must be submitted no later than **10 days** before the event date.

**Name of Insurance Company/Agent:** GHAPS Insurance  
**Phone Number of Company/Agent:** Contact Tom Puleo
TO: Pat McGinnis, City Manager
FROM: Char Seise, Community Affairs Manager
DATE: June 30, 2020
SUBJECT: NORA Free Fitness on the Waterfront

Jackie Rowland, of NORA is requesting to host free exercise classes at Lynne Sherwood Waterfront Stadium on seven consecutive Saturday mornings, beginning, July 11 through August 22 from 9:30 a.m.-11:30 a.m.

Event organizers will set up at 8:30 a.m. and tear down by noon weekly.

The event is free and open to the public to participate in a Zumba & HIIT (High Intensity Interval Training) exercise class. There will be a donation bucket and funds raised will support the NORA Recreation Summer Program.

Nora staff will pick up the sound system weekly and return it on Monday morning.

Public Services Requested:
Use of Lynne Sherwood Waterfront Stadium
Use of the City’s Sound System
Use of electricity weekly
A special event application is required for any public event held on City property. The application and fee must be submitted to the City of Grand Haven Community Affairs Manager at least 90 days prior to the event. Some events may require review by boards and commissions that meet on a limited basis. In addition, any events where alcohol is served will require a temporary liquor license, which is handled through the Department of Public Safety (DPS). Contact the Police Department at 616.842.3460 for liquor license fees and requirements.

Return complete application with payment to the City of Grand Haven, Community Center, 421 Columbus, Grand Haven, MI 49417
Telephone: 616-842-2550

<table>
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<td>□ Alcohol</td>
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<td>✓ Amplified Sound</td>
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<td>□ Banners</td>
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<td>□ Dumpster</td>
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<tr>
<td>[Grey Water/Grease)</td>
</tr>
<tr>
<td>□ Waterways</td>
</tr>
</tbody>
</table>

I. EVENT SUMMARY

| EVENT NAME: | NORA Free Fitness on the Waterfront |
| EVENT DATE(S): | July 11,18,25,August 1, 8, 15, 22 |
| EVENT TIME(S): | START TIME: 9:30am END TIME: 11:30am |
| SET UP TIME: | 8:30am |
| TEAR DOWN END: | 12pm |

EVENT LOCATION: Lynne Sherwood Waterfront Stadium

II. APPLICANT INFORMATION

| ORGANIZATION NAME: | NORA |
| ORGANIZATION ADDRESS: | 1415 Beechtree St, Grand Haven, MI 49417 |
| RESPONSIBLE PARTY NAME: | Jackie Rowland |
| RESPONSIBILITY ADDRESS: | 1415 S Beechtree St, Grand Haven, MI 49417 |
| APPLICANT PHONE NO (s): | 616-850-5125 |
| APPLICANT EMAIL ADDRESS: | rowlandj@norarec.org |
| EVENT CONTACT NAME/PHONE: | Jackie Rowland/616-510-1059 |

Representative must be on site and available during entire event
**III. ALCOHOL SERVICE**

Will there be alcohol sold/served at the event?  
☑ NO (proceed to section IV, Event Site Details)  
☐ YES (complete remainder of Section III)*  

*Applicant must contact the Grand Haven Department of Public Safety to apply for a separate liquor license.  
The Liquor License Application also requires approval from the Michigan Liquor Control Commission.

<table>
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**IV. EVENT DETAILS**

If your event is for a walk/run/parade, you must include a MAP of your route with the application.  
Public Safety reserves the right to amend route requests based on safety and staffing requirements.

Is this event....  
☑ Open to the Public  
☐ Private  
☐ Invitation Only

Provide a detailed description of your event. Use additional sheet if necessary:  
These classes will be free fitness classes - Zumba & HIIT (High Intensity Interval Training) open to the public on the waterfront. They will be a fundraiser for the NORA Recreation Summer School program so there will be a can for donations should people choose to give but there will not be a requirement to pre-register or pay a certain amount. The events will be advertised on NORA’s website and social media however participants who are walking by will also be welcome and encouraged to join!

Is this a new/first-time event?  
☐ No  
☑ Yes*  
Number of people expected: 50

*(If yes, contact the Community Affairs Manager at 616.842.2550 before submitting application)

| Will there be food trucks/food concessions? | ☑ No  
☐ Yes** |
| Will there be food cooked on-site? | ☑ No  
☐ Yes |
| How will food be cooked? | ☐ Gas  
☐ Charcoal  
☐ Fryers  
☐ Electric |
| Will there be pyrotechnics or fire features at the event? | ☑ No  
☐ Yes |
| Will you provide your own security? | ☑ No  
☐ Yes |
| Will there be assembly tents erected at the event? | ☑ No  
☐ Yes** |

If yes, how many? __________ Size __________  
**Tents over 400 sq ft. require a tent permit and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.**

| Will this event provide portable restrooms? | ☑ No  
☐ Yes** |
| How many units? |  
How many ADA units? |

| Will this event have entertainment? | ☑ No  
☐ Live Acoustic  
☑ Live Amplified  
☐ DJ |
V. STREET CLOSURES/PARKING LOTS

****This section must be completed for any event requesting street closures****

List the streets you are requesting to close (for example, Harbor from Columbus to Franklin), and attach a map of the event footprint.

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To help ensure the safety of event participants and the public, street closures, noise variances, cooking of food and alcohol require the following:

- **Police, Fire, Public Works and/or City Council approval.** Your completed application will be routed to all necessary departments by the Special Event Coordinator for their recommendation.
- **BARRICADES:** Street closures generally require barricades which are provided by the City. The number of barricades will be determined by public safety and a fee will be assessed to the applicant.
- **RACE ROUTES:** Organizers must use the City's pre-approved routes and mark routes with the City's pre-approved chalk product or be subject to fees for clean-up.
- **NO PARKING SIGNAGE:** "No parking" signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.
- **NOTIFICATION OF AFFECTED PARTIES:** You must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Special Event Coordinator can provide you with the names and addresses of property owners along your route, for mailing purposes. Official City race route signs must be used for each race/run and can be picked up at the Community Center.

Thank you for helping us, help you, make your event safe and successful.

VI. LIABILITY INSURANCE

Liability Insurance naming the City of Grand Haven as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read:

The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence
519 Washington Ave. Grand Haven, MI 49417

An acceptable certificate of insurance must be submitted no later than 10 days before the event date.

Name of Insurance Company/Agent: US Specialty Insurance Company/ Paul Olson
Phone Number of Company/Agent: 888-883-1639
VII. REQUIREMENTS OF THE SPECIAL EVENT:

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy
- Applicant shall comply with all City of Grand Haven Ordinances
- The applicant organization will hold the City of Grand Haven harmless from all claims
- City staff may require a meeting with applicant organization to clarify requests for services
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services
- The City reserves the right to deny changes to the application once final approval is given
- Failure to provide any requested information in a timely manner or providing false information may result in denial or revocation of the special event permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit and/or the denial of future event requests.

EVENT WEBSITE ADDRESS (optional): www.norarec.org

Would you like your event listed on the City's website and social media, free of charge?

- [ ] YES
- [ ] NO

With my signature, I certify that I have read and agree to the City of Grand Haven Special Event Policy and all items listed in this application. I agree to abide by all applicable ordinances & regulations.

[Signature]
Date: 06/23/20

SPECIAL EVENT FEES:

- [ ] $100 - Resident/Non-Profits
- [ ] $150 - Non-Resident/Profit
- [ ] $25 - Park Permit
- [ ] $125 - Tent Permit/Inspection
- [ ] $50 - Electric
- [ ] $50 - Water
- [ ] $75 - Sound System*
  *Sound System only available at Lynne Sherwood Waterfront Stadium

Refundable Deposit Fee:
- [ ] $200 - Events under 500 people
- [ ] $500 - Events over 500 people

OFFICE USE ONLY - EVENT COST ESTIMATE

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<tr>
<th>APPLICATION FEE</th>
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CITY COUNCIL APPROVAL

ADMINISTRATIVE APPROVAL

DATE: 06/23/20
City of Grand Haven
Community Center
421 Columbus
Grand Haven, MI 49417
616-842-2550

TO: Pat McGinnis, City Manager
FROM: Char Seise, Community Affairs Manager
DATE: June 30, 2020
SUBJECT: Dancing on the Grand

A special event application was submitted and approved by City Council on 2/17/2020 for Dancing on the Grand to host their 2020 event at Lynne Sherwood Waterfront Stadium. On 6/25/2020, I submitted a change request to Pat McGinnis for City Council to consider the organizers request to add the July 29th date to their roster. This request was submitted through our normal procedures for City Council review for the date change. Several concerns were expressed, which prompted this item to be brought forward for further discussion.

I have been working with Lou Draeger, applicant for Dancing on the Grand since the COVID pandemic began. Their event historically has not drawn a large crowd. Organizers will wear masks, encourage participants to wear masks and will make regular announcements during their event about social distancing. They will provide masks and hand sanitizer as well. The applicant has already signed the city COVID-19 waiver for event organizers.

Executive Order 2020-110 (COVID-19), published June 1, 2020, limits outdoor gatherings to 100 persons, as well as following social distancing measures recommended by the Centers for Disease Control and Prevention. Although Michigan is in a phased re-opening, Ottawa County (Region 2) has not moved into Phase 5 of the MI Safe Start Plan, which would allow larger outdoor gatherings.

Dr. Paul Heidel, Chief Medical Officer of the Ottawa County Health Department, does not recommend communities host events with large groups of individuals. If the local governing body chooses to move forward with larger events, his recommendations are as follows (pending any further changes to the Executive Orders):

a) Crowds larger than 100 should be avoided
b) Gatherings of more than 10 non-household individuals should be avoided
c) Prolonged indoor exposure to non-related individuals should be avoided
d) Masks should be worn in public
e) Immuno-compromised individuals and individuals over 60 years of age (highest risk populations) should avoid crowds generally

There are many nuances to planning this event and the applicant is looking to City
Council for a decision on whether or not this event can move forward under the current COVID-19 restrictions.
To: City Council  
From: P. McGinnis, City Manager  
Date: June 18, 2020  
RE: Michigan Gas Utilities Easement Request

Michigan Gas Utilities (MGU) approached us in summer 2017 and asked if we would allow an easement on City property on the north side for the location of a new Distribution Regulator Station (DRS). Options are limited in downtown Grand Haven. The updated DRS will replace a regulator that is in a vault in the Jackson right-of-way (602 Jackson). OSHA is a stickler about underground vaults and these are gradually going away across the industry. In-ground vaults create employee safety hazards, the current location is on a very busy section of street and gasses can be trapped in the current vault. Above ground is generally considered safer (if less aesthetically pleasing).

Shown at top right is a standard Distribution Regulator Station. We narrowed the choices to Sherman Street and N Third Street, and after some discussion and field inspection, Derek and I agreed that the N 3rd Street location makes more sense:

- It is somewhat more remote
- It is in a low lying, wet area
- We would not be able to build anything on this 30’ x 30’ stamp of land due to setback requirements

A DRS is a necessary function – the utility must regulate gas pressures in order to serve buildings within the City. Staff recommends that you grant an easement to Michigan Gas Utility for the placement of a DRS on City property on the east side of N 3rd Street.
EXHIBIT A
Part of the Northeast Quarter of Section 20, Township 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan

Part of the Northeast Quarter of Section 20, Township 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan

BASIS OF BEARINGS: NAD 83 MI SPC, SOUTH ZONE

PERMANENT EASEMENT
ON PROPERTY OF CITY OF GRAND HAVEN
TAX ID 70-03-20-280-008
OTTAWA COUNTY, MI.
Description of Permanent Easement
Parcel Number: 70-03-20-280-008

Part of the Northeast Quarter of Section 20, Township 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan, being described as follows:

Commencing at the East Quarter Corner of said Section 20; thence North 00 degrees 11 minutes 53 seconds East (basis of bearings NAD83, Michigan South) 830.91 feet along the East Line of Section 20; thence North 89 degrees 48 minutes 07 seconds West 184.68 feet to the Point of Beginning; thence South 87 degrees 33 minutes 56 seconds West 30.00 feet to the Southeasterly Right-of-Way Line of 3rd Street; thence North 23 degrees 36 minutes 24 seconds East 29.67 feet along the Southeasterly Right-of-Way Line of 3rd Street; thence Northeasterly along the Southeasterly Right-of-Way Line of 3rd Street on a curve to the left an arc distance of 0.33 feet, radius of 749.20 feet, a central angle of 00 degrees 01 minutes 31 seconds and a chord which bears North 23 degrees 35 minutes 39 seconds East 0.33 feet; thence North 87 degrees 33 minutes 56 seconds West 30.00 feet along the North Line of the former Grand Trunk Western Railroad; thence South 23 degrees 36 minutes 24 seconds West 30.00 feet to the Point of Beginning. Being subject to and together with easements, restrictions, conveyances and reservations of record.

Described Easement contains 808 Sq. Ft. or 0.019 Acres
This GAS EASEMENT, (the "Easement") is made by The City of Grand Haven, a Michigan municipal corporation, of 519 Washington Avenue, Grand Haven, Michigan 49417 ("Grantor") to MICHIGAN GAS UTILITIES CORPORATION, a Delaware Corporation, 899 South Telegraph Road, Monroe, Michigan, 48161 ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

For good and valuable consideration (exempt from transfer tax by reason of MCLA 207.526(f) and 207.505(f)), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area", upon that certain property of Grantor located in Ottawa County, Michigan. (the "Grantor Parcel").

1. Easement Area: The Grantor Parcel and the location of the Easement Area with respect to the Grantor Parcel are both described on the attached Exhibit "A" and made a part hereof by this reference.

2. Purpose: This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the perpetual and right, permission and authority to install, construct, operate, maintain, inspect, test, protect, alter, repair, reconstruct, replace, relocate, enlarge and remove gas regulators and valve assemblies together with and including but not limited to the necessary foundations, buildings and structures, fencing, access driveway, protective barriers, piping, valves and associated appurtenances, filters, gas process heating equipment, remote power actuator facilities together with a power pole, antenna and associated communication equipment, an electric transformer, wires, cable, anchor and guy wires, riser equipment and power pedestals for electric service and metering and other related appurtenances under and above-ground of such design and material as Grantee may deem necessary in the construction and operation of a gas regulator, valve assembly and other gas facilities by Grantee for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines, including customary growth and replacement thereof. With respect to the easement rights described in this Easement, Grantor agrees that neither Grantor nor any third party may install or construct any buildings, structures, improvements or facilities (including without limitation, any gas, electrical, telecommunication, fiber optic or other utility facilities) within the Easement Area except easements of record at the signing hereof.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. Use and Access: Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained.
Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and adjacent portions of the Grantor’ Parcel but within ten (10) feet of the Easement Area, as necessary for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.

4. **Structures and Improvements**: Grantor covenants and agrees that no structures or above ground improvements, obstructions or impediments, of whatever kind or nature will be constructed, placed, planted, granted or allowed within the Easement Area. Grantor agrees that any future removal of trees and/or encroaching limbs due to Grantee’s maintenance, repair, reconstruction and replacement of the existing gas facilities from the Easement Area will not be compensable.

5. **Elevation**: Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than four (4) inches without the prior written consent of Grantee.

6. **Restoration**: Grantee agrees to restore or cause to have restored the adjacent portions of the Grantor Parcel, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, shrubs, branches, roots or other landscaping which may interfere with Grantee’s use of the Easement Area.

7. **Ownership**: Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.

8. **Relocation.** At any time after ten years following the date this easement is signed Grantor desires reasonable relocation of the Easement Facilities, Grantee will be required to relocate all or any portion of the Easement Facilities, at Grantee’s cost, to a new area that is acceptable to Grantee and pursuant to plans, specifications, and a construction schedule that are acceptable to and proposed by Grantee and approved by Grantor. Grantee will perform (or cause to be performed) the work to timely relocate the Easement Facilities. Grantor will cooperate with Grantee as necessary, and take any action reasonably requested by Grantee, to ensure that the service provided by the Easement Facilities is not adversely affected or interrupted during the relocation process, which may include allowing temporary routes on the Grantor Parcel for the provision of the Easement Facilities’ services. Prior to commencing the work to relocate the Easement Facilities, if all or a portion of the relocated Easement Facilities will be located within Grantor Parcel, then Grantor, at Grantee’s cost, shall execute and deliver to Grantee an amendment to this Easement or a new easement granting to the Grantee an easement for the relocated Easement Facilities on the same terms as set forth herein. Subject to the balance of this Easement, including without limitation the terms and conditions set forth above, Grantee agrees to cooperate with Grantor with any reasonable relocation desired by the Grantor.

9. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.

10. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed this _____day of ________________________, 2020.

Grantor The City of Grand Haven, a Michigan municipal corporation,

Sign Name
Print Name\Title

Sign Name
Print Name\Title

STATE OF MICHIGAN )
  : SS
COUNTY of OTTAWA )

Personally came before me this ________ day of _____________________, 2020 the above named ____________________________________________,

__________________________________________________________,

known to me to be the persons who executed the foregoing instrument and acknowledged the same.

______________________________
Notary Public Signature

______________________________
Print Name

______________________________
Notary Public, State of _______________________________

My commission expires _______________________________

[Notary Seal]

This instrument was drafted by Zachary J. Stevens on behalf of WEC Business Services, 700 N. Adams St., Green Bay WI 54307.
To: City Council  
From: P. McGinnis, City Manager  
Date: July 1, 2020  
RE: Michigan Restaurant Promise

Garry Boyd, owner of the Unicorn Tavern on Beechtree (under development), sent me the following email on Wednesday:

I am working with a group of restauranteurs in West Michigan that have put together some thing called the Michigan Restaurant Promise. This outlines the basic agreement that our area bar/restaurants (& breweries/brewpubs/cider mills/distilleries/wineries/etc) and guests need to come to if we are to reopen our economy safely not only for the guests but also for our staff. It turns out that bars and restaurants are the new front line and in Kent County and Ottawa County we have seen the recent affects and closures due to how our guests and staff are handling COVID-19.

We would love it if you would be willing to take a look at this and help me get it into the hands of the people that might be willing to endorse it as the city of Grand Haven.

https://www.mirestaurantpromise.com/

Password: test

Here is the main content of the promise:

**Our Promise**

Here is our collective commitment to you, our guests and our community:

- Each staff member will receive a daily wellness check, including having their temperature taken
- Staff members that interact with guests and/or work closely together will always wear clean masks
- We will space tables to allow proper social distancing
- We will meet or exceed CDC requirements for cleaning and sanitizing all surfaces
- We will regularly evaluate and alter our procedures to provide you with great service while also keeping you and our staff members safe
- We will be transparent with you when there is an identified positive COVID test on our team and we will meet or exceed all requirements prior to reopening
- We will limit groups to no more than 10
- We will ask our staff to remain safe outside of work and follow all of the same protocols we require while on the job
- We will enforce all of the regulations we are required to meet as restaurants in the State of Michigan
Our Request

In return, we ask that you:

- Stay home if you are sick or have recently come into contact with someone who is sick.
- Wear a mask when entering our establishments and when getting up to use the restroom or to exit. You may remove your mask when seated.
- Maintain proper social distancing when visiting our establishments
- Take the time to read all posted notices and information provided at your tables
- Refrain from moving or combining tables
- Order takeout if you are unwilling to wear a mask
- Refrain from questioning staff members about our enforcement of these public health mandates

I will seek approval on Monday, July 6 from the City Council. I encourage you to check out the site prior to Monday night if you have any questions.
Attachment D
To: City Council  
From: P. McGinnis, City Manager  
Date: June 30, 2020  
RE: BLP Bond Resolutions

The Board of Light and Power voted to approve the attached resolutions at their meeting held on June 18, 2020. This action needs to be approved by the City Council. Here is the content of an email I received from Dave Walters on June 23:

At its meeting last Thursday, June 18, the Board of Light & Power approved the attached “A RESOLUTION TO APPROVE THE REVENUE BOND RESOLUTION AND FIRST SUPPLEMENTAL REVENUE BOND RESOLUTION AND RECOMMENDING APPROVAL BY CITY COUNCIL OF THE CITY OF GRAND HAVEN, MICHIGAN.” The draft minutes of this meeting are also attached.

The City’s current Electric System Revenue Bond Resolution was adopted in 1979 and has ten supplemental resolutions. The BLP’s Bond Counsel (Kester So, of Dickinson Wright) has recommended the City update, amend and restate the resolution given its age, before any new electric debt is issued. Additionally, as you know, the desire of the BLP is to issue short-term notes (Bond Anticipation Notes) this year to finance approved elements of “the Project” noticed previously (under the approved Notice of Intent), with longer-term bonds to be approved and issued in mid-2021 (after all elements of the Project are known and approved). The BLP would like to have the short-term borrowing capacity in-place as soon as possible to reimburse itself for on-going capital expenses associated with the project – and avoid using cash set aside for operating purposes (and capital expenditures not being financed with long-term debt).

Attached for consideration of the City Council is the Bond Resolution (RE: Electric Utility System Revenues Notes and Bonds) the Board has approved and is recommending City Council approval at its July 6th meeting. Additionally attached is the “First Supplemental Revenue Bond Resolution” associated with this Bond Resolution, authorizing Bond Anticipation Notes (or BANs) in an amount not to exceed $25,000,000. These notes will act more like a “line-of-credit” in this amount. The BLP will draw upon this amount over the next year to pay for elements of the Project as they are paid until the longer-term Bonds are issued (under a future Supplemental Bond Resolution), at which time the shorter-term BANs will be “Taken-Out.” At this point in time, the Board has approved approximately $15,000,000 of project components (some costs have already been paid) and likely will not draw down the line-of-credit established under the BAN to more than $20,000,000. Under Huntington’s proposed terms, interest is paid only on amounts drawn and there is no commitment fee on the unused portion.

The BLP has approved, as a result of an RFP process (facilitated by our Financial Advisor, PFM) Huntington Bank providing the BANs at a fixed rate of 1.64% annual rate. They also approved Bank of America (BOA) for underwriting services for the 2021 bond issue. We had thought the
BAN interest rate may be more attractive if coupled with underwriting services for the longer-term deal, however, it was actually better to separate the banking services between the two firms.

The BLP, as stated in its resolution, is recommending City Council approve of the two bond resolutions. My understanding is that Kester So has forwarded these documents to the City Attorney (Ron Bultje, also of Dickinson Wright) for his review, and he had no issues or suggested changes.

As I told the Board at its meeting, these process should come as no surprise to anyone as it is exactly what was suggested would happen (at now lower volumes) during our discussions over the approval of the Notice of Intent. It also may be helpful, if desired by the City Council, to have another BLP update on the progress of approved portions of the Project and on-going planning for the remainder of our Harbor Island redevelopment efforts (and other projects the BLP is involved in) – at a work session later in July or early August.

Please place this item (the attached Bond Resolutions) on the agenda for the July 6th Council meeting. If you need any other materials or have any additional questions or concerns, please feel free to give me a call.

I have asked City Attorney Ron Bultje to attend the City Council Work Session at 6:30 p.m. on Monday, July 6 to go over the process, answer any questions and offer advice regarding the proposed resolutions. A CONFIDENTIAL legal opinion is included in your packet and that opinion will be the subject of the Executive Session on Monday evening.

I placed the items on your regular agenda Monday night in the event you are ready to vote to approve and proceed.
BOND RESOLUTION

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF ELECTRIC UTILITY SYSTEM REVENUE NOTES AND BONDS AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO

PREAMBLE

WHEREAS, the City of Grand Haven through its Board of Light and Power ("Board"), operates a municipal electric system to serve users both within and without its city limits; and

WHEREAS, from time to time, the City has issued revenue bonds pursuant to the Revenue Bond Act, Act No. 94, Public Acts of Michigan, 1933, as amended ("Act 94") to finance the acquisition, construction, improvement, installation and equipping of the System (defined below);

WHEREAS, the City last issued its electric utility system revenue bonds pursuant to the provisions of an Electric System Revenue Bond Resolution, which had been amended or supplemented by ten supplemental resolutions, and the City desires to adopt an Amended and Replacement Bond Resolution;

WHEREAS, the Board and the City anticipate it will need to issue notes pursuant to the Revised Municipal Finance Act, Act No. 34, Public Acts of Michigan, 2001, as amended and Act 94 and bonds pursuant to Act 94 in order to finance the Project defined below; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND HAVEN, as follows:

DEFINITIONS

Section 1. Definitions. Whenever used in this Bond Resolution, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 34" means Act 34, Public Acts of Michigan, 2001, as amended

(b) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(c) "Additional Bonds" means any additional bonds of equal standing with any Bonds issued pursuant to Section 23 of this Bond Resolution.

(d) "Aggregate Debt Service" for any period means, as of any date of calculation by the Board, the sum of the amounts of the debt service for such period with respect to all Outstanding Bonds. In the event that any of the Outstanding Bonds bear interest at a variable rate, such Bonds shall, for purposes of calculating Aggregate
Debt Service, be assumed by the Board to bear interest at a fixed rate of interest equal to the greater of the actual rate of interest then borne by such variable rate Bonds or the Certified Interest Rate applicable thereto.

(e) "Aggregate Debt Service Requirement" means for any period, and as of any date of calculation, Aggregate Debt Service for such period, less any capitalized interest to be paid from the proceeds of the Bonds.

(f) "Board" means the Board of Light and Power established pursuant to Part I, Chapter 16 of the City Charter of the City.

(g) "Bond Reserve Account" means the Bond Reserve Account established pursuant to Section 17(B) of this Bond Resolution.

(h) "Bond Resolution" means this Bond Resolution and any other resolution amendatory to this Bond Resolution or a Supplemental Bond Resolution.

(i) "Bonds" or "Senior Lien Bonds" means any Outstanding Bonds issued under this Bond Resolution, and any Additional Bonds of equal standing hereafter issued.

(j) "Certified Interest Rate" shall mean the interest rate determined by a certificate of the Chief Financial Officer executed on or prior to the date of the delivery of variable rate Bonds as the rate of interest the variable rate Bonds would bear if they were issued at a fixed interest rate based on the Bond Buyer Revenue Bond Index and assuming the same maturity date, terms and provisions (other than interest rate) as the variable rate Bonds, and on the basis of the Board's credit ratings with respect to the Bonds (other than Bonds for which credit enhancement is provided by a third party). Determination of the Certified Interest Rate as described in the prior sentence shall be conclusive.

(k) "Chief Financial Officer" means the Board's Accounting & Finance Manager, or other officer serving as the Board's chief financial officer.

(l) "City" means the City of Grand Haven, Michigan.

(m) "Consulting Engineer" means the engineer or engineering firm or firms appointed from time to time, and having a favorable reputation for skill and experience in the design and operation of municipal utility systems, at the time retained by the Board to perform the acts and carry out the duties provided for such Consulting Engineer in the Bond Resolution.

(n) "Event of Default" means an Event of Default specified in Section 24 of this Bond Resolution.

(o) "Financial Institution" means a State or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, a credit union whose deposits are insured by an agency of the United States government and that
maintains a principal office or branch office located in this State under the laws of this State or the United States.

(p) "Government Obligations" means (i) direct obligations of (including obligations issued or held in book entry form on the books of) the United States of America, (ii) obligations the payment on which is guaranteed by the United States of America including, but not limited to, stripped interest components of obligations issued by the Resolution Funding Corporation (REFCORP) and non-callable, non-prepayable debt obligations of the United States Agency for International Development (US AID), which pay principal and interest at least three (3) business days prior to any respective escrow requirement dates, or (iii) non-callable, senior debt obligations of any government-sponsored enterprise or federal agency, corporation, or instrumentality of the United States of America created by an act of congress including, but not limited to, the Federal Home Loan Banks, Freddie Mac, Federal Farm Credit Banks Funding Corporation, Fannie Mae and the Tennessee Valley Authority.

(q) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

(r) "Investment Obligations" means, to the extent authorized by law, and if provided by an investment policy duly adopted by the City, one or more of the following: (i) bonds, securities and other obligations of the United States or an agency or instrumentality of the United States; (ii) certificates of deposit, savings accounts, deposit accounts, or depository receipts of a Financial Institution who is eligible to be a depository of funds belonging to the State; (iii) commercial paper rated at the time of purchase within the two highest classifications established by not less than two nationally recognized rating services and that matures not more than 270 days after the date of purchase; repurchase agreements consisting of instruments listed in subdivision (i) above; (iv) bankers' acceptances of United States banks; (v) obligations of this State or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one nationally recognized rating service; (vi) mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investments that are legal for direct investment by a public corporation; (vii) investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118; and (viii) investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150, and any other investment authorized by Act 94.

(s) "Junior Lien Bonds" and "Junior Lien Notes" means bonds, bond anticipation notes issued under Act 34, or other obligations which may be issued or incurred by the Board to provide funds for any lawful purpose of the System which are of junior standing and priority of lien with respect to the Net Revenues to the claim of the Bonds.
"Municipal Obligation" means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this definition of Municipal Obligation on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this definition of Municipal Obligation, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of either two of the following three ratings agencies: S&P Global Ratings, Fitch Ratings, and Moody's Investors Service, Inc. or any successors thereto.

"Net Revenues" means the Revenues remaining after deducting the reasonable expenses of administration, operation, and maintenance of the System.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund established pursuant to Section 17(A) of this Bond Resolution.

"Outstanding Bonds" means Bonds issued under this Bond Resolution except:

(i) Bonds cancelled by the Transfer Agent at or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys or Government Obligations, equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in this Bond Resolution or provision satisfactory to the Transfer Agent shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered hereunder; and

(iv) Bonds no longer deemed to be Outstanding Bonds as provided in Section 11 of this Bond Resolution.
“Project” means the 2020 Project and any other project approved by the City Council in a Supplemental Bond Resolution for the benefit of the System.

"Qualifying Hedging Contract" means with respect to any Bonds or series of Bonds, an interest rate exchange, hedge or similar agreement or facility entered into by the City and a swap counterparty pursuant to which the City, through its Board, is obligated to make interest-like payments to or on behalf of another person (based on a specific rate or formula) and that person is obligated to make similar interest-like payments to or on behalf of the City (based on a different rate or formula), with neither party obligated to repay any principal, which agreement:

(i) may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g., a call, put, cap, floor or collar); and

(ii) does not constitute an obligation to repay money, borrowed, credit extended or the equivalent thereof; provided that either (1) the credit rating of the swap counterparty (or guarantor thereof) is one of the three highest rating categories of a rating agency, or (2) if such Bonds are secured by credit enhancement, such Qualifying Hedging Contract is approved in writing by the provider of such credit enhancement.

"Qualifying Hedging Contract Provider" means the provider or providers of a Qualifying Hedging Contract.

"Rebate Fund" means the Rebate Fund established pursuant to Section 18 of this Bond Resolution.

"Receiving Fund" means the Receiving Fund established pursuant to Section 17 of this Bond Resolution.

"Redemption Fund" means the Bond and Interest Redemption Fund established pursuant to Section 17(B) of this Bond Resolution.

"Registered Owner" means the owner of a Bond as shown by the registration records kept by the Transfer Agent.

"Reserve Requirement" shall mean, unless otherwise provided in a Supplemental Bond Resolution with respect to a Series of Bonds, the lesser of (i) the maximum annual debt service requirements on the Outstanding Bonds, (ii) 125% of the average annual debt service requirements on the Outstanding Bonds, or (iii) the total of 10% of the original aggregate face amount of each series of the Outstanding Bonds, reduced by the net original issue discount, if any; provided, however, that the Reserve Requirement shall not at any time exceed the amount allowed to be invested at an unrestricted yield pursuant to Treas. Reg. Section 1.148-2(f)(2) or any successor provision thereto as applicable to the Bonds. The Reserve Requirement may be set at $0 as directed by the Chief Financial Officer based upon the recommendation of the Board’s municipal advisor and compliance with any rating agency requirements.
"Revenues" means the income derived from the rates charged for the services, facilities, and commodities furnished by the System, earnings on investment of funds and accounts of the System required to be deposited in the Receiving Fund pursuant to this Bond Resolution and other revenues derived from or pledged to the operation of the System.

"Senior Lien Bonds" means the Bonds and does not include the Junior Lien Bonds and Junior Lien Notes.

"State" means the State of Michigan.

"Sufficient" means with respect to (i) cash or (ii) Government Obligations or (iii) Municipal Obligations, or any combination thereof, not redeemable at the option of the issuer thereof, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts, as to be fully sufficient to pay the interest as it comes due on the Bonds or any portion thereof and the principal and redemption premium, if any, on the Bonds or any portion thereof as they come due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations or cash shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the Transfer Agent.

"Supplemental Bond Resolution" means a resolution adopted by the City to authorize a Series of Bonds or notes and/or to supplement, modify or amend this Bond Resolution.

"System" means the complete facilities of the Board for the generation and distribution of electricity, including all plants, works, instrumentalities and properties used or useful in connection with the generation and distribution of electricity, and all additions, extensions and improvements thereto existing or hereafter acquired by the Board.

"Transfer Agent" means the financial institution selected by the Board for payment of the Bonds.

"2020 Project" means the project described in the Notice of Intent published in the Grand Haven Tribune on March 6, 2020, comprised of the disassembly and demolition of the City's existing Sims plant and conducting environmental and general remediation and mitigation of the existing site; constructing or renovating a System substation; constructing, renovating and equipping electric utility office and control facilities; acquiring and installing hot water heaters or other heat sources for use by the City's snow melt system; acquiring and installing automated meters; acquiring, constructing and installing natural gas-fired reciprocating internal combustion engines to produce electricity, including all equipment and any appurtenances and attachments thereto; and to make other improvements to the System.
ISSUANCE OF BONDS

Section 2. Necessity and Statement of Purpose. It is hereby determined to be a necessary public purpose of the Board to acquire, construct and install the 2020 Project.

Section 3. Costs; Useful Life. The total cost of the 2020 Project is estimated not-to-exceed $75,000,000 including the payment of capitalized interest and all legal, engineering, financial and other expenses incident thereto, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the 2020 Project is estimated to be not less than thirty (30) years.

Section 4. Bond Details. Bonds shall be designated as the "ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES ____" or such other series designation as determined at the time of sale by the Chief Financial Officer to reflect the sequence and the year of sale or delivery of the Bonds.

The Bonds shall be issued as fully registered bonds registered in the denomination of $5,000 or integral multiples thereof and shall be numbered in consecutive order of registration or authentication from 1 upwards. The Bonds shall be dated as of the date of delivery thereof or such other date as determined at the time of sale of the Bonds, shall mature as serial bonds or term bonds on such dates as shall be determined at the time of sale of the Bonds but not-to-exceed thirty (30) annual maturities.

The Bonds shall be subject to optional or mandatory redemption prior to maturity at the times and prices finally determined at the time of sale of the Bonds.

The Bonds shall bear interest at a rate or rates to be determined on the sale thereof, payable semi-annually on January 1st and July 1st of each year beginning on such date as determined at the time of the sale of the Bonds; provided that the first interest payment date shall be not later than ten months following the delivery date of the Bonds; provided further that the Chief Financial Officer may designate different payment dates at the time of sale of the Bonds.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and the Clerk of the City. No Bond shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser in accordance with instructions from the Chief Financial Officer upon payment of the purchase price for the Bonds.

Section 5. Registration and Transfer. The Board shall designate the Transfer Agent at the time of the sale of any Bonds. The Chief Financial Officer is hereby authorized to execute one or more agreements with the Transfer Agent on behalf of the Board. The Board reserves the right to replace the Transfer Agent at any time, provided written notice of such replacement is given to the registered owners of record of bonds not less than sixty (60) days prior to an interest payment date. Principal of and interest on the Bonds shall be payable by check or draft mailed by the Transfer Agent to the registered owner at the registered address as shown on the registration books of the City maintained by the Transfer Agent. Interest shall be payable to the person or entity who or which is the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The date of determination of the
registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Board to conform to market practice in the future.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and the Chief Financial Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this Bond Resolution as may be required to accomplish the foregoing. Notwithstanding the foregoing, if the Bonds are held in book-entry-only form by DTC, payment of principal of and interest on the Bonds shall be made in the manner prescribed by DTC.

The Bonds may be transferred upon the books required to be kept by the Transfer Agent pursuant to this section by the person or entity in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond shall be surrendered for transfer, the Board shall execute and the Transfer Agent shall authenticate and deliver a new bond of the same series in like aggregate principal amount, maturity and interest rate. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. Notwithstanding the foregoing, if Bonds are held by DTC in book-entry-only form, the transfer of Bonds shall be made in the manner prescribed by DTC.

Section 6. Creation of a Construction Fund. For each series of Bonds, there shall be established and maintained a separate depositary fund designated as the "SERIES ____ BONDS CONSTRUCTION FUND" which shall be established by the Chief Financial Officer in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94. At the discretion of the Chief Financial Officer, separate accounts may be established within the Construction Fund for proceeds of the Bonds issued to pay the costs of the Project. Monies deposited in the Construction Fund shall be applied solely in payment of the cost of the Project and any costs of engineering, legal, issuance and other expenses incident thereto. Any unexpended balance remaining in the Construction Fund after completion of the Project may, in the discretion of the Board, be used for meeting requirements, if any, of the Bond Reserve Account, or for further improvements, enlargements and extension to the System. Any balance remaining after such expenditure shall be paid into the Redemption Fund.

Section 7. Bond Proceeds. From the proceeds of sale of any Bonds there first shall be immediately deposited in the Redemption Fund an amount equal to the accrued interest, if any, received on delivery of the Bonds, and the Board may take credit for the amount so deposited against the amount required to be deposited in the Redemption Fund for payment of the next maturing interest. All or a portion of any premium received upon delivery of the Bonds may be deposited in either the Redemption Fund or the Construction Fund, as determined by the Chief Financial Officer.
Capitalized interest, if any, shall next be deposited in the Redemption Fund, and the Board may take credit for the amount so deposited against the amount required to be deposited in the Redemption Fund for payment of interest on the Bonds.

Next the Board shall provide for payment or defeasance of principal of and interest on the Bonds or Notes, either by calling the Bonds or Notes for redemption or by defeasing the Notes or Bonds through the deposit of proceeds and any other available moneys to an escrow fund.

There shall next be deposited from the proceeds of sale of the Bonds to the Bond Reserve Account an amount, if any, designated by the Chief Financial Officer at the time of sale as necessary to meet the requirements of the bond purchasers.

The remaining proceeds of sale of the Bonds for new money construction shall be deposited to the Construction Fund.

There shall next be deposited in the Bond Reserve Account an amount, if any, designated at the time of sale of the Bonds as necessary to cause the amount on deposit in the Bond Reserve Account to be equal to the Reserve Requirement.

Section 8. Conditions Permitting Issuance of Additional Bonds. The initial series of Bonds to finance or refinance notes issued with respect to the 2020 Project and to provide funds to pay the costs of the 2020 Project is not subject to any Additional Bonds test set forth in Section 23 herein. After the initial series of Bonds, the Bond Resolution establishes requirements for the issuance of Additional Bonds of equal standing and priority of lien with the Outstanding Bonds. Additional Bonds can be issued pursuant to the requirements of the Bond Resolution, as supplemented by a Supplemental Bond Resolution, if the Board determines that the actual or augmented Net Revenues of the System for the fiscal year of the System ending not more than 15 months prior to the sale of Additional Bonds shall be equal to at least one hundred twenty-five (125%) percent of the maximum Aggregate Debt Service Requirement in any current or future fiscal year on any Outstanding Bonds, including any Outstanding Additional Bonds.

Bonds shall be issued only if the Chief Financial Officer determines (a) that the Board is not in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund, and (b) that the actual or augmented Net Revenues of the System for the fiscal year of the System ending not more than 15 months prior to the sale of Additional Bonds shall be equal to at least one hundred twenty-five (125%) percent of the maximum Aggregate Debt Service Requirement in any current or future fiscal year on the Outstanding Bonds and on the Bonds.

The specific approval for the issuance of the Bonds to finance or refinance any notes issued with respect to the 2020 Project shall be made in a Supplemental Bond Resolution.

Section 9. Covenants Regarding Bonds. The Board covenants and agrees as follows with the holders of the Bonds as long as any of the Bonds remain outstanding and unpaid as to either principal or interest:
(a) The Board will cause the portion of the Project being financed with proceeds of the Bonds to be acquired and constructed promptly and in accordance with the plans and specification therefor.

(b) The Board covenants and agrees with the Registered Owners of the Bonds that as long as any of the Bonds remain outstanding and unpaid as to either principal or interest, the Board shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds pursuant to the Internal Revenue Code in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The Board hereby covenants that, to the extent permitted by law, for Bonds that are tax-exempt, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Tax Compliance Certificate to be delivered by the Board with the Bonds.

Section 10. Bond Form. The Bonds shall be in substantially the form shown on the following pages, with such revisions, additions and deletions as the Board may deem advisable or necessary to comply with the final terms of the Bonds established upon sale thereof:

BOND NO. R-

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OTTAWA

CITY OF GRAND HAVEN

ELECTRIC UTILITY SYSTEM REVENUE BOND, SERIES ____

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Date of Maturity</th>
<th>Date of Original Issue</th>
<th>CUSIP</th>
</tr>
</thead>
</table>
Registered Owner: Cede & Co.

Principal Amount:

The City of Grand Haven, State of Michigan (the "City") acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, only from the Net Revenues of the System as hereinafter provided, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, [unless prepaid prior thereto as hereinafter provided,] with interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [interest payment date] and semiannually
thereafter. Principal of this bond is payable at the designated corporate trust office of [transfer agent], or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the fifteenth (15th) day of the month prior to each interest payment date, the registered owner of record at the registered address. For the prompt payment of principal and interest on this bond, the revenues received by the City from the operations of the City's facilities for the supply and distribution of electricity (the "System") after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), are irrevocably pledged and a statutory first lien thereon has been created to secure the payment of the principal of and interest on this bond, when due; however, the pledge of Net Revenues and the statutory lien are on a parity with the pledge of Net Revenues and statutory lien in favor of ______________________________.

This Bond is one of a series of bonds of even Date of Original Issue, aggregating the principal sum of $[principal amount], issued pursuant to a Bond Resolution adopted by the City on [date of resolution], including a Supplemental Bond Resolution authorizing the ______ Bonds adopted by the City on [date of resolution] (together, the "Bond Resolution"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), for the purpose of financing costs of improvements to the System, [making a deposit to a bond reserve account,] and paying the costs of issuing the bonds.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Bond Resolution. Reference is hereby made to the Bond Resolution and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94, for a more complete description of the pledges and covenants securing the bonds of this issue, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds of this issue with respect thereto and the terms and conditions upon which the bonds of this issue are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Bond Resolution, the provisions of the Bond Resolution or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds of the System then outstanding.

Bonds of this issue maturing on or prior to [date] are not subject to redemption prior to maturity.

[Insert optional redemption provisions]

Bonds or portions of bonds in multiples of $5,000 of this issue maturing on or after [date] shall be subject to redemption prior to maturity without a premium, at the option of the City, in such order of maturity as the City shall determine and within any maturity by lot, on any date on or after [date], at par plus accrued interest to the date fixed for redemption.
[Mandatory redemption provisions to be inserted if term bonds are issued.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond of the same maturity and in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to each registered owner of bonds or portions thereof to be redeemed by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner as shown on the registration books of the City. Bonds shall be called for redemption in multiples of $5,000, and bonds of denominations of more than $5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bonds by $5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in the same aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof with the same interest rate and maturity. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bonds or portion thereof.

This bond is transferable only upon the books of the City kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly authorized in writing and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon the payment of the charges, if any, therein prescribed. The Transfer Agent shall not be required (i) to issue, register the transfer of, or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption under the Bond Resolution and ending at the close of business on the date of that mailing, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST SOLELY FROM THE NET REVENUES OF THE SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE BOND RESOLUTION. THE PRINCIPAL OF AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY LIEN HEREBefore DESCRIBED.

The City has covenanted and agreed, and covenants and agrees, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the
principal of and interest on the bonds of this issue and any other bonds payable from the Net Revenues as and when the same shall become due and payable, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Bond Resolution.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City has caused this bond to be signed in its name with the facsimile signatures of the Mayor and Clerk, and a facsimile of the City's corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF GRAND HAVEN

By________________________

Mayor

By________________________

Clerk

[INSERT STANDARD FORMS OF CERTIFICATE OF AUTHENTICATION AND ASSIGNMENT.]

PROVISIONS WHICH APPLY TO ALL SENIOR LIEN BONDS

Section 11. Payment of Bonds; Defeasance. The Bonds and the interest thereon shall be payable solely from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues. Pursuant to provisions of Act 94, the City hereby pledges to the repayment of principal of, redemption premium, if any, and interest on the Bonds, the funds and accounts established by this Bond Resolution, and a statutory lien is hereby created on such funds and accounts. The liens and pledge provided by this Bond Resolution shall continue until payment in full of the principal of and interest on all Bonds payable from Net Revenues, or, until Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof shall have been deposited in trust for payment in full of the principal of and the interest on all Bonds to be paid to their maturity, or, if called or if irrevocable instructions have been given to call Bonds for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof, the statutory lien created by this Bond Resolution shall be terminated with respect to the Bonds to be paid from the cash, Government Obligations or Municipal
Obligations, or combination thereof, the Registered Owners of such Bonds shall have no further rights under this Bond Resolution except for payment from the deposited funds and for the rights of replacement, registration and transfer provided by this Bond Resolution, and such Bonds shall no longer be considered to be Outstanding Bonds under this Bond Resolution.

Section 12. Management. The operation, repair and management of the System shall be under the supervision and control of the Board.

Section 13. Charges. The rates to be charged for service furnished by the System and the methods of collection and enforcement of the collection of the rates shall be those permitted by law and established by the Board and in effect on the date of adoption of this Bond Resolution and thereafter as established by the Board.

Section 14. No Free Service. No free service shall be furnished by the System to any person, firm or corporation public or private, or to any public agency or instrumentality.

Section 15. Rate Covenant. The Board will at all times fix, establish, maintain and collect rates, fees and charges for the sale of the output, capacity, use or service of the System which, together with other income, are reasonably expected to yield Net Revenues equal to at least 125% of the Aggregate Debt Service Requirement for the forthcoming twelve month period plus such amount as is necessary to comply with all covenants in the Bond Resolution and to pay all charges and liens whatsoever payable out of Net Revenues in such period.

Section 16. Operating Year. The System shall continue to be operated on the basis of an operating year commencing on July 1st and ending on the 30th day of the following June. For purposes of determining the annual Aggregate Debt Service Requirement on the Bonds for any operating year, payments of principal and interest due on July 1st shall be considered to be part of the Aggregate Debt Service Requirement for the preceding operating year.

Section 17. Funds and Accounts: Flow of Funds. All Revenues of the System shall be set aside as collected and credited to a fund to be designated ELECTRIC UTILITY SYSTEM RECEIVING FUND. The Revenues so credited are pledged for the purpose of the following funds and shall be transferred from the Receiving Fund periodically in the manner and at the times hereinafter specified:

A. OPERATION AND MAINTENANCE FUND: Periodically, out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE FUND, a sum sufficient to provide for the payment during the succeeding period of the next month's expenses of administration and operation of the System, including such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

B. BOND AND INTEREST REDEMPTION FUND: There shall be established and maintained a fund designated BOND AND INTEREST REDEMPTION FUND, the moneys on deposit therein from time to time to be used solely, except for required deposits to the Rebate Fund, for the purpose of paying the principal of, redemption premium, if any, and interest on the Bonds.
Out of the Revenues remaining in the Receiving Fund, after provision for the credit or deposit to the Operation and Maintenance Fund, there shall next be set aside, monthly, in the Redemption Fund a sum proportionately sufficient to provide for the payment of the principal of, mandatory redemption requirements, if any, and interest on the Bonds as and when the same become due and payable, subject to any credit therefor as provided in this Section 17(B). If there is any deficiency in the amount previously set aside, that deficiency shall be added to the requirements for the next succeeding month. Deposits to the Redemption Fund shall also include payments with respect to a Qualifying Hedging Contract.

If the Reserve Requirement is greater than $0, there shall be established a separate account in the Redemption Fund to be known as the BOND RESERVE ACCOUNT. If the Reserve Requirement is greater than $0, on the date of delivery of any Additional Bonds issued pursuant to Section 23(a) or (c) of this Bond Resolution, the Board shall transfer to the Bond Reserve Account from the proceeds of the Additional Bonds or any other available source the amount of the Reserve Requirement, if any, and commencing on the 1st day of the month following delivery of the Additional Bonds and on the 1st day of each month thereafter until the amount in the Bond Reserve Account equals the Reserve Requirement, 1/12 of the difference between the amount deposited on the delivery of the Additional Bonds and the Reserve Requirement.

Except as otherwise provided in this Bond Resolution, the moneys credited to the Bond Reserve Account shall be used solely for the payment of the principal of, redemption premium, if any, and interest on Bonds as to which there would otherwise be a default. If at any time it shall be necessary to use moneys credited to the Bond Reserve Account for such payment, then the moneys so used shall be replaced from the Net Revenues first received thereafter which are not required for expenses of administration, operation and maintenance of the system or for current principal and interest requirements on any of the Bonds.

The Board may satisfy the Reserve Requirement by a letter of credit, a surety bond, or an insurance policy if the provider or issuer thereof shall be rated by any nationally recognized bond rating agency in one of its three highest categories at the time of purchase of the letter of credit, a surety bond, or an insurance policy.

If at any time the amount in the Bond Reserve Account exceeds the Reserve Requirement, the excess may be transferred to such fund or account as the Board may direct.

The Supplemental Bond Resolution authorizing Additional Bonds may either (i) provide that the Additional Bonds are equally and ratably secured by the Bond Reserve Account funded according to the Reserve Requirement, or (ii) provide for the creation of a separate bond reserve account securing that series of Additional Bonds and a different reserve requirement, or state that no bond reserve account is required.

C. JUNIOR LIEN REDEMPTION FUND: If the City shall ever issue Junior Lien Bonds or Junior Lien Notes, there shall be established and maintained a separable depositary fund for the purpose of paying the principal of, redemption premium, if any, and interest on such Junior Lien Bonds or Junior Lien Notes as they come due (the "Junior Lien Redemption Fund"). Revenues remaining in the Receiving Fund, after provision has been made for the requirements
of the Operation and Maintenance Fund and of the Redemption Fund, shall be set aside, but not more often than monthly, in a fund for the Junior Lien Bonds or Junior Lien Notes in accordance with the resolution authorizing the issuance thereof. A separate account may also be established within such fund as a bond reserve account to be funded on a junior lien basis in accordance with the resolution authorizing the issuance of the Junior Lien Bonds or Junior Lien Notes. The detail of the establishment and maintenance of such fund shall be provided in the resolution of the City authorizing the issuance thereof.

D. SURPLUS MONEYS: Any Revenues in the Receiving Fund after satisfying all requirements of the Operation and Maintenance Fund, the Redemption Fund, the Rebate Fund and the Junior Lien Redemption Fund shall be deemed to be surplus moneys and may be used for such purposes as the Board deems to be for the best interests of the City.

If there should be any deficit in the Operation and Maintenance Fund, Redemption Fund or the Rebate Fund on account of defaults in setting aside required amounts therein, then transfers shall be made from the moneys remaining in the Receiving Fund at the end of any operating year to those funds in the priority and order specified herein, to the extent of any deficit, before any other disposition is made of the moneys in the Receiving Fund at the end of any operating year.

Section 18. Rebate Fund. There shall be established and maintained a fund designated the REBATE FUND. Moneys representing investment earnings or profits shall be transferred annually from all funds and accounts established under this Bond Resolution and deposited in the Rebate Fund in an amount sufficient to enable the City to rebate investment earnings to the federal government, if necessary, in accordance with the requirements of the Internal Revenue Code. Funds on deposit in the Rebate Fund are not pledged as security for the Bonds. Moneys shall be deposited in the Rebate Fund and shall be rebated to the federal government unless the City has received an opinion of nationally recognized bond counsel that failure to take such actions will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on such Bonds.

Section 19. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund or the Redemption Fund or the Rebate Fund or the Junior Lien Redemption Fund, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Fund, second, to the Redemption Fund, to the extent of any deficit therein, third, to the Rebate Fund and fourth, to the Junior Lien Redemption Fund.

Section 20. Investments. Moneys in the funds and account established herein, and moneys derived from the proceeds of sale of the Bonds, may be invested by the Board on behalf of the City in Investment Obligations. Investment of moneys in the Redemption Fund being accumulated for payment of the next maturing principal or interest on the Bonds shall be limited to Government Obligations bearing maturity dates prior to the date of the next maturing principal or interest payment respectively on the Bonds. Investment of moneys in any other funds or account, including moneys derived from the proceeds of sale of the Bonds, shall be limited to obligations bearing maturity dates or subject to redemption, at the option of the holder thereof,
not later than the time estimated by the City when the moneys from such investments will be required. Any securities representing investments shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which such purchase was made. Earnings or profits on any investment of funds in any fund or account established in this Bond Resolution shall be deposited in or credited to the Rebate Fund to the extent necessary as required by Section 18 of this Bond Resolution and any earnings or profits remaining in the Receiving Fund, Operation and Maintenance Fund and Redemption Fund, shall be deposited in or credited to the Receiving Fund. Investments of moneys in the Bond Reserve Account shall be valued at amortized cost, including any amount paid as accrued interest at the time of purchase until the payment of such interest or the next interest payment date.

Section 21. **Applicable Law.** The Bonds shall be sold and the proceeds applied in accordance with the provisions of Act 94.

Section 22. **Covenants.** The City and the Board covenant and agree with the Registered Owners of the Bonds that so long as any of the Bonds remain as Outstanding Bonds and unpaid as to either principal or interest:

(a) The Board will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan and this Bond Resolution.

(b) The City and the Board will not sell, lease, mortgage or otherwise dispose of any part of the System, except for sales or exchanges of property or facilities (1) which are not useful in the operation of the System, or (2) for which the proceeds received are, or the fair market value of the subject property is, less than 1% of the Revenues for the preceding fiscal year, or (3) which will not impair the ability of the Board to comply with the rate covenant described in Section 15 of this Bond Resolution.

(c) The City and the Board will not grant any franchise or other rights to any person, firm or corporation to operate an electric system that will compete with the System unless required or authorized by law and the City and the Board will not operate a system that will compete with the System.

(d) The Board will use their best efforts to enforce any contracts to which they are a party regarding providing of electrical service.

(e) The City will not issue additional bonds of prior standing to the Bonds.

The Chief Financial Officer is authorized on behalf of the Board to make any additional covenants with the purchaser of a series of Bonds as may be deemed advisable and approved by bond counsel and the municipal advisor.

Section 23. **Additional Bonds.** The right is reserved, in accordance with the provisions of Act 94, to issue additional bonds payable from the Net Revenues of the System
which shall be of equal standing and priority of lien on the Net Revenues of the System with the Bonds, but only for the following purposes and under the following terms and conditions:

(a) For repairs, extensions, enlargements and improvements to the System or for the purpose of refunding a part of any Outstanding Bonds (unless such partial refunding is done in compliance with (b) below) and paying costs of issuing such Additional Bonds, including deposits which may be required to be made to a bond reserve account. Bonds for such purposes shall not be issued pursuant to this subparagraph (a) unless the actual or augmented Net Revenues of the System for the fiscal year of the System ending not more than 15 months prior to the sale of Additional Bonds shall be equal to at least one hundred twenty-five (125%) percent of the maximum Aggregate Debt Service Requirement in any current or future fiscal year on the Outstanding Bonds and on the Additional Bonds then being issued. If the Additional Bonds are to be issued in whole or in part for refunding Outstanding Bonds, the maximum Aggregate Debt Service shall be determined by deducting from the principal and interest requirements for each operating year the annual Aggregate Debt Service Requirement of any Bonds to be refunded from the proceeds of the Additional Bonds.

Net Revenues may be augmented as follows for the purposes of this subsection (a):

(1) If the System rates, fees or charges shall be increased at or prior to the time of authorizing the Additional Bonds, the Net Revenues may be augmented by an amount which in the opinion of the Board's municipal advisor will reflect the effect of the increase had the System's billings during such time been at the increased rates.

(2) The actual Net Revenues may be augmented by the estimated increase in Net Revenues which in the opinion of the Board's municipal advisor will accrue as a result of new customers which have not been serviced during the fiscal year described in paragraph (a) above or as a result of the acquisition of the repairs, extensions, enlargements and improvements to the System which have been made during or subsequent to the fiscal year described in paragraph (a) above or which will be acquired in whole or in part from the proceeds of the Additional Bonds to be issued.

No Additional Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in subparagraphs (a) or (c) if the City shall then be in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund.

(b) For refunding all of the Outstanding Bonds and paying costs of issuing such Additional Bonds. For refunding a part of the Outstanding Bonds and paying costs of issuing such Additional Bonds, if after giving effect to the refunding the maximum amount of Aggregate Debt Service in each future fiscal year shall be
less than the Aggregate Debt Service in each future fiscal year prior to giving
effect to the refunding.

(c) Additional Bonds may be issued without meeting any of the conditions and tests
set forth in subsection (a) above for any one or more of the following purposes:
(i) to pay the cost of acquisition and construction of any repairs, replacements,
betterments, improvements, major renewals or corrections of any damage or loss
to the System necessary, in the opinion of the Consulting Engineer, to keep the
System in good operating condition or to prevent a loss of Revenues therefrom or
(ii) to pay the cost of decommissioning, disposal or termination of the System.

Determination by the Board as to existence of conditions permitting the issuance of
Additional Bonds shall be conclusive.

Notwithstanding the foregoing requirements of Section 23, the City reserves the right to
issue Junior Lien Bonds and Junior Lien Notes payable as provided herein.

Section 24. **Events of Default.** Each of the following events, with respect to an issue
of Bonds, is hereby declared an "Event of Default":

(a) default in the payment of the principal of, or interest, or redemption premium, if
any, on any Bond after the same shall become due, whether at maturity or upon
call for redemption; or

(b) default by the City or the Board in the performance or observance of any other of
the covenants, agreements or conditions on their part in this Bond Resolution, or
contained in the Bonds; provided no default shall constitute an Event of Default
until written notice thereof shall have been given by the Registered Owners of not
less than twenty percent (20%) in principal amount of the Outstanding Bonds to
the City and the City shall have had sixty (60) days after receipt of such notice to
correct such default or cause the same to be corrected and shall not have corrected
such default or caused the same to be corrected within such period; and provided,
further, that if the default be such that it cannot be corrected within such period, it
shall not constitute an Event of Default if action to correct the same is instituted
within such period and diligently pursued until the default is corrected.

Section 25. **Appointment of Receiver and Statutory Rights.** The Registered Owners of
Bonds representing in the aggregate principal amount not less than twenty percent (20%) of all
Outstanding Bonds, may protect and enforce the statutory lien and pledge of the funds and
accounts and Net Revenues created by Act 94, and enforce and compel the performance of all
duties of the officials of the City and the Board, including the fixing of sufficient rates, the
collection of Revenues, the proper segregation of Revenues, and the proper application of
Revenues. In addition to the rights conferred to Registered Owners by the Resolution, the
Registered Owners shall have all the rights conferred by Act 94. The statutory lien upon the Net
Revenues, however, shall not be construed to compel the sale of the System or any part thereof.

Section 26. **Effect of Waiver and Other Circumstances.** No delay or omission of any
Registered Owner to exercise any right or power arising upon the happening or an Event of
Section 27. Amendments: Consent of Registered Owners.

(a) Amendments Without Consent of Registered Owners. The City, from time to time and at any time, subject to the conditions and restrictions in this Bond Resolution, may adopt one or more supplemental or amendatory resolutions which thereafter shall form a part hereof, for any one or more or all of the following purposes:

(i) To issue Additional Bonds or Junior Lien Bonds or Junior Lien Notes;

(ii) To add to the covenants and agreements of the City contained in this Bond Resolution, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City and the Board (including but not limited to the right to issue Additional Bonds);

(iii) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions contained in this Bond Resolution, or in regard to matters or questions arising under this Bond Resolution, as the City may deem necessary or desirable and not inconsistent with this Bond Resolution and which shall not have a material, adverse effect on the interests of the Registered Owners of the Bonds;

(iv) To increase the size or scope of the System; and

(v) To make such modifications in the provisions hereof as may be deemed advisable by the City provided that the Board has confirmed in writing with each rating agency rating Outstanding Bonds to which the provision will apply that the adoption of such provision with not result in the reduction or withdrawal of any rating on such Bonds.

Any amendment or supplemental resolution or resolution authorized by the provisions of this Section 27(a) may be adopted by the City without the consent of or notice to the Registered Owners of any of the Outstanding Bonds, notwithstanding any of the provisions of Section 27(b) below.

(b) Amendments Requiring Consent of Registered Owners. With the consent of the Registered Owners of not less than fifty one percent (51%) in principal amount of the Bonds then outstanding the City may from time to time and at any time adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Bond Resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall (i) extend the fixed maturity of any Bond,
change a mandatory redemption requirement for any series of Bonds or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce or extend the time for payment of any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Registered Owners of the Bonds required to approve any such supplemental resolution, or (iii) deprive the Registered Owners of the Bonds, except as aforesaid, of the right to payment of the Bonds from the Net Revenues, without the consent of the Registered Owners of all the Outstanding Bonds or, (iv) cause any modification or reduction of the lien on or pledge of the Net Revenues or the funds or accounts established hereunder. No amendment may be made under this Section 27(b) which affects the rights or duties of the insurer of any of the Bonds without its consent.

It shall not be necessary for the consent of the Registered Owners under this Section 27(b) to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the adoption by the City of any supplemental resolution pursuant to the provisions of this Section 27(b), the City shall cause the Transfer Agent to mail a notice by registered or certified mail to the Registered Owners of all Outstanding Bonds at their addresses shown on the bond register or at such other address as is furnished in writing by such Registered Owner to the Transfer Agent setting forth in general terms the substance of such supplemental resolution.

Section 28. **Conflicting Resolutions.** All resolutions and parts of resolutions insofar as they conflict with the provisions of this Bond Resolution are rescinded as of the effective date of this Bond Resolution.

Section 29. **Severability and Paragraph Headings.** If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Bond Resolution. The paragraph headings in this Bond Resolution are furnished for convenience of reference only and shall not be considered to be part of this Bond Resolution.

Section 30. **Publication and Recordation.** In accordance with the provisions of Section 6 of Act 94, this Bond Resolution shall be published once in full in the *Grand Haven Tribune*, a newspaper of general circulation in the City qualified under State law to publish legal notices, and shall be recorded in the minutes of the City and such recording authenticated by the signature of the Clerk.

Section 31. **Effective Date.** This Bond Resolution is hereby determined to be immediately necessary for the preservation of the public peace, property, health and safety of the City and the users of the System. In accordance with the provisions of Section 6 of Act 94, this Bond Resolution shall become effective immediately upon its adoption.
I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Grand Haven at a Regular meeting held on _____, _____, at ___ p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Council Members were present at such meeting: ___________________________________________ and that the following Council Members were absent: ______________________________________________________________________.

I further certify that Council Member ____________ moved adoption of the resolution, and that the motion was supported by Council Member ________________.

I further certify that the following Council Members voted for adoption of the resolution: ___________________________________________ and that the following Council Members voted against adoption of the resolution: ___________________________________________.

I further certify that said resolution has been recorded in the Resolution Book and that such recording has been authenticated by the signature of the Clerk.

____________________________________
Clerk, City of Grand Haven
FIRST SUPPLEMENTAL REVENUE BOND RESOLUTION

PREAMBLE

WHEREAS, the City of Grand Haven (“City”) previously issued its electric utility system revenue bonds payable from revenues of the electric utility System under the provisions of Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”); and

WHEREAS, the City previously issued its electric utility system revenue bonds pursuant to an Electric System Revenue Bond Resolution, adopted on August 23, 1979, as amended and supplemented by supplemental resolutions (“Prior Resolution”); and

WHEREAS, there are currently no longer bonds outstanding under the Prior Resolution; and

WHEREAS, the City has amended and restated the Prior Resolution through the adoption of the Bond Resolution on __________, 2020; and

WHEREAS, all terms not defined herein shall have the meanings set forth in the Bond Resolution; and

WHEREAS, the Board and the City have determined that it is necessary for the public health, safety and welfare of the City and the users of the System to acquire, construct and install the 2020 Project; and

WHEREAS, on March 6, 2020, the City published a Notice of Intent to issue revenue bonds and right to petition for referendum describing electric utility system revenue bonds to be issued in an amount not-to-exceed Seventy Five Million Dollars ($75,000,000) to finance costs of the 2020 Project, and no petitions requesting referendum as described in the Notice were filed with the City Clerk during the referendum period provided by Act 94; and

WHEREAS, under the provisions of Section 413 of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), the Board may issue bond anticipation notes in anticipation of the proceeds of long-term municipal bonds it proposes to issue; and

WHEREAS, in order to finance a portion of costs of the 2020 Project, the Board now desires to authorize the issuance of bond anticipation notes pursuant to the provisions of Section 413 of Act 34;
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND HAVEN, as follows:

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in the Bond Resolution, and whenever used in this Bond Resolution, except when otherwise indicated by the context, the following terms shall have the following meanings:

   (a) “Bond Resolution” means the Bond Resolution adopted by the City Council on ______________, 2020 and any other resolution which amends or supplements the Bond Resolution.

   (b) “Bonds” means any Senior Lien Bonds issued by the City under the Bond Resolution, and any Additional Bonds of equal standing hereafter issued, including proposed Take-Out Bonds.

   (c) “Chief Financial Officer” means the Board’s Accounting & Finance Manager, or other officer serving as the Board’s chief financial officer.

   (d) “Junior Lien Bonds” means bonds or other obligations which may be issued or incurred by the City to provide funds for any lawful purpose of the System which are of junior standing and priority of lien with respect to the Net Revenues to the claim of the Bonds.

   (e) “Notes” means the Electric Utility System Revenue Bond Anticipation Notes, Series 2020A issued pursuant to this First Supplemental Revenue Bond Resolution for the purpose of paying a portion of the costs of the 2020 Project which need to be paid before the City issues Take-Out Bonds pursuant to Act 94.

   (f) “Series 2020A Notes Construction Fund” shall mean the Series 2020A Notes Construction Fund established pursuant to this First Supplemental Revenue Bond Resolution.

   (g) “System” means the complete facilities of the Board for the generation and distribution of electricity including all plants, works, instrumentalities and properties used or useful in connection with the supply and distribution of electricity, and all additions, extensions and improvements thereto existing or hereafter acquired by the Board.

   (h) “Take-Out Bonds” means Bonds anticipated to be issued under the Bond Resolution and Act 94, the proceeds of which will be used to pay the Notes and the remaining costs of the 2020 Project.

Section 2. Necessity and Statement of Purpose. It is hereby determined to be a necessary public purpose of the Board to acquire and construct the Series 2020 Project.
Section 3. Costs; Useful Life. The total cost of the Series 2020 Project is estimated to be not-to-exceed $75,000,000 including the payment of capitalized interest and all legal, engineering, financial and other expenses incident thereto, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Series 2020 Project is estimated to be not less than thirty (30) years.

Section 4. Bond Anticipation Notes Authorized; Note Data; Proceeds of the Notes. In order to pay a portion of the costs of the Series 2020 Project which need to be paid before the City issues Take-Out Bonds for the 2020 Project, the City shall issue the Notes pursuant to the provisions of Section 413 of Act 34 in the aggregate principal amount of not-to-exceed Twenty-Five Million Dollars ($25,000,000) as finally determined by the Chief Financial Officer at the time of sale. The Notes may be issued as draw down notes with principal advanced to the City by the Noteholder in installments. Costs of the Series 2020 Project paid with proceeds of the Notes shall include payment of legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Notes.

The Notes shall be designated as the UTILITY SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2020A. At the time of sale of the Notes the Chief Financial Officer is authorized to approve additional series designations for the Notes, including designation of the notes as taxable or tax-exempt.

The City designates the Notes as junior lien obligations under the Resolution unless at the time of sale of the Notes the Chief Financial Officer determines that the conditions to authorize issuance of the Notes on a junior lien basis have not been satisfied. If issued as junior lien obligations, then the Notes are obligations issued by the City to provide funds for any lawful purpose of the System which are of junior standing and priority of lien with respect to the Net Revenues. If the Notes are not issued as junior lien obligations, then they shall be payable solely out of the proceeds of the long term Bonds when issued.

The Board reserves the right to issue additional notes in anticipation of the proposed Take-Out Bonds, provided that the aggregate principal amount of notes shall not exceed 50% of the principal amount of the proposed Take-Out Bonds in compliance with the provisions of Section 413 of Act 34.

The Notes shall be payable in the principal amounts, at the times and in the manner determined by the Chief Financial Officer at the time of sale of the Notes, provided that the Notes shall mature not more than the earlier of 3 years from the date of issuance or 60 days after the expected date of issuance of the proposed Take-Out Bonds as required by the provisions of Section 413 of Act 34.

The Notes shall bear interest at a fixed or variable rate or rates as determined by the Chief Financial Officer at the time of sale of the Notes. If the Notes bear interest at a variable rate or rates, the Chief Financial Officer is further authorized to determine, in accordance with law, a means by which interest on the Notes may be set, reset or calculated prior to maturity, provided that such rate or rates shall be at no time in excess of the maximum interest rate permitted by applicable law. Such rates may be established by a formula that is determined with respect to an index or indices of municipal obligations, reported prices or yields on obligations of the United

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States, the prime rate or rates of a bank or banks selected by the Chief Financial Officer or by any other method recommended by the Municipal Advisor.

The Notes shall be issued as fully registered notes to be dated the date of delivery thereof or such other date as may be determined by the Chief Financial Officer at the time of sale of the Notes. The Notes shall be subject to optional or mandatory redemption prior to maturity at the option of the Board or the noteholder as determined by the Chief Financial Officer at the time of sale of the Notes. Unless waived by any registered owner of Notes to be redeemed, official notice of redemption shall be given by the Note Transfer Agent (defined below) on behalf of the City and shall conform to the requirements set forth in the Note being redeemed.

Either the City or a financial institution designated by the Chief Financial Officer shall act as registrar or transfer agent for the Notes (the “Note Transfer Agent”). Interest shall be payable by check or draft drawn on the Note Transfer Agent mailed to the registered owner at the registered address, as shown on the registration books of the Board maintained by the Note Transfer Agent, or, at the option of the Registered Owner, by wire transfer to the bank account number on record with the Transfer Agent. Principal of and interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books kept by the Transfer Agent. The principal of the Notes shall be payable upon presentation and surrender of such Notes to the Note Transfer Agent. The Note Transfer Agent shall keep the books of registration for this issue on behalf of the Board.

The Notes may be issued in book-entry-only form through DTC, and the Chief Financial Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Notes in book-entry-only form and to make such changes in the note form within the parameters of this Resolution as may be required to accomplish the foregoing. If the Notes are held in book-entry form by DTC, payment shall be made in the manner prescribed by DTC. Notwithstanding the foregoing, if the entire outstanding amount of the Notes are held by a financial institution, then all payments of principal of and interest on the Notes may be made directly to the Registered Owner by wire transfer or other means satisfactory to the Registered Owner.

The Notes shall be signed by the manual or facsimile signatures of the Mayor and the Clerk. If the Notes shall be signed by the facsimile signature of both the Mayor and the Clerk, then the Notes shall not be valid until authenticated by an authorized officer of the Note Transfer Agent. The Notes shall be delivered to the purchaser in accordance with instructions from the Chief Financial Officer upon payment of the purchase price for the Notes in accordance with the purchase contract for the Notes.

Section 5. Note Form. The Notes shall be in substantially the following form with such revisions, additions and deletions as may be advisable or necessary to comply with the final terms of the Notes established upon sale thereof.
NOTE NO. R-
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OTTAWA
CITY OF GRAND HAVEN
UTILITY SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2020A

| Interest Rate | Date of Maturity | Date of Original Issue |

Registered Owner:

Principal Amount:

The City of Grand Haven, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, only from the proceeds of bonds or from Net Revenues of the System as hereinafter provided, the Principal Amount specified above, [or such portion thereof as shall have been advanced to the Board by the Registered Owner.] in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [interest payment date] and semiannually thereafter.

[During the time the Principal Amount is being drawn down by the City under this note, the Registered Owner will periodically provide to the Board a statement showing the amount of principal that has been advanced and the date of each advance].

Principal of this note is payable at the designated corporate trust office of [transfer agent], or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this note is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the fifteenth (15th) day of the month prior to each interest payment date, the registered owner of record at the registered address.

[Notwithstanding anything in this note or in the Bond Resolution (defined below) to the contrary, for so long as [Registered Owner] is the Registered Owner of this note, the Registered Owner shall not be required to present this note to the Transfer Agent for any mandatory redemption payment or at maturity, and all payments of principal of and interest on this note shall be made directly to the Registered Owner by wire transfer or other means satisfactory to the Registered Owner.]
This note is issued in anticipation of the issuance of Utility System Revenue Bonds ("Take-Out Bonds") for the purposes of paying costs of the disassembly and demolition of the City’s existing Sims plant, and conducting environmental and general remediation and mitigation, constructing and renovating a system substation, constructing and equipping an electric utility office and control facilities, acquiring and installing hot water heaters or other heat sources for use by the City’s snow melt system, acquiring and installing automated meters, acquiring, constructing and installing natural gas-fired reciprocating internal combustion engines, including all equipment and any appurtenances and attachments thereto, and to make other system improvements. This note is issued pursuant to a Bond Resolution adopted by the City on ________________ as may be amended and supplemented from time to time, including by a First Supplemental Revenue Bond Resolution adopted by the City on ___________ (collectively, the “Bond Resolution”), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”) and the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended.

This note, including the interest thereon, is payable from the proceeds of the Take-Out Bonds to be issued by the City to pay the costs of the 2020 Project and to redeem this note. In addition, for the prompt payment of principal and interest on this note, the revenues received by the Board from the operations of the Board’s facilities for the generation and distribution of electricity (the “System”) after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the “Net Revenues”), are irrevocably pledged and a statutory lien thereon has been created to secure the payment of the principal of and interest on this note when due, after provision has been made for payment of any Senior Lien Bonds outstanding under the Bond Resolution.

The City reserves the right to issue additional notes in anticipation of the Take-Out Bonds, provided that the aggregate principal amount of notes shall not exceed 50% of the principal amount of the proposed bonds in compliance with the provisions of Section 413 of Act 34.

For a complete statement of the revenues from which and the conditions under which this note is payable and the general covenants and provisions pursuant to which this note is issued, reference is made to the Bond Resolution. Copies of the Bond Resolution are on file at the office of the Clerk, and reference is made to the Bond Resolution and any and all supplements thereto, and modifications and amendments thereof, if any, and to Act 94 for a more complete description of the pledges and covenants securing the note, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the note with respect thereto and the terms and conditions upon which the note is issued and may be issued thereunder.

[Provisions for redemption prior to maturity and transfer of note to be inserted]

THIS NOTE IS A SELF-LIQUIDATING NOTE AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST SOLELY FROM THE PROPOSED BONDS OR FROM NET REVENUES OF THE SYSTEM AND CERTAIN FUNDS AND
ACCOUNTS ESTABLISHED UNDER THE BOND Resolution. The principal of and interest on this note are secured by the statutory lien hereinbefore described.

[The City has covenanted and agreed, and covenants and agrees, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest on this note and any bonds payable from the Net Revenues as and when the same shall become due and payable, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Bond Resolution.]

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of note have been done and performed in regular and due time and form as required by law.

[This note is not valid or obligatory for any purpose until the Transfer Agent’s Certificate of Authentication on this note has been executed by the Transfer Agent.]

IN WITNESS WHEREOF, the City of Grand Haven, has caused this note to be signed in its name with the facsimile signatures of the Mayor and Clerk, all as of the Date of Original Issue.

CITY OF GRAND HAVEN

______________________________________________

Countersigned:

By ________________________

Mayor

By ________________________

Clerk

[STANDARD FORMS OF CERTIFICATE OF AUTHENTICATION AND ASSIGNMENT TO BE INSERTED PRIOR TO DELIVERY OF NOTE]
Section 6.  **Junior Lien Bond and Interest Redemption Fund; Payment of Notes.** If the Notes are issued as junior lien obligations, then in order to provide for payment of principal of and interest on the Notes, the Board shall establish and maintain the JUNIOR LIEN REDEMPTION FUND created under Section 17C of the Bond Resolution. A portion of the proceeds of the Take-Out Bonds shall be deposited to the Junior Lien Redemption Fund in an amount sufficient to pay principal of and interest on the Notes when due, unless the proceeds are deposited to a defeasance escrow fund for the Notes, or paid directly to the Note Transfer Agent or registered owner of the Notes. If the Board determines that it will not issue the long term Bonds, or if the long term Bonds are not issued prior to maturity of the Notes, then the Board on behalf of the City shall deposit Revenues in the Junior Lien Redemption Fund in an amount sufficient to pay principal of and interest on the Notes when due. Monies deposited to the Junior Lien Redemption Fund shall be used solely for the purpose of paying the principal of and interest on the Notes. After payment in full of the Notes and any obligations under a credit facility authorized under Section 10 of this Resolution, any balance then remaining in the Junior Lien Redemption Fund shall be transferred to the Construction Fund established for the proceeds of the Take-Out Bonds, or used for any other purpose permitted by law.

Section 7.  **Creation of Series 2020A Notes Construction Fund.** There shall be established and maintained a separate depositary fund designated as the SERIES 2020A NOTES CONSTRUCTION FUND which shall be established by the Chief Financial Officer in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94. At the discretion of the Chief Financial Officer, separate accounts may be established within the Series 2020A Notes Construction Fund for proceeds of the Notes issued to pay the costs of the 2020 Project. Proceeds of sale of the Notes shall be deposited in the Series 2020A Notes Construction Fund and shall be applied solely in payment of the cost of the Series 2020 Project and any costs of engineering, legal, issuance and other expenses incident thereto. Any unexpended balance remaining in the Series 2020 Notes Construction Fund after completion of the Series 2020 Project may, in the discretion of the Board, be used for meeting requirements, if any, of the Bond Reserve Account, or for further improvements, enlargements and extension to the System. Any balance remaining after such expenditure shall be paid into the Redemption Fund.

Section 8.  **Tax Covenant.** The City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Notes pursuant to the Internal Revenue Code of 1986, as amended, in such a manner as to cause the Notes to be “arbitrage bonds” within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond or note proceeds and moneys deemed to be bond or note proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificates to be delivered by the City on the date of delivery of the Notes.

Section 9.  **Negotiated Sale of Notes.** Based upon the advice of PFM Financial Advisors LLC (the “Municipal Advisor”), in order to enable the City to select and adjust terms for the Notes, and to achieve sale efficiencies so as to reduce the cost of issuance and interest expense, it is determined in the best interests of the City to negotiate the sale of the Notes. The City hereby
determines to sell the Notes at a negotiated sale instead of a competitive sale, and such negotiated sale may include a private placement.

Section 10. Preparation for Sale of Notes. The Chief Financial Officer is authorized, based upon the advice of the Municipal Advisor, to circulate a request for quotations, sales memorandum, or other document describing the City, the Board, the System, the Notes and security for payment of the Notes to potential purchasers of the Notes.

The Chief Financial Officer is hereby authorized to apply for credit ratings for the Notes from such rating agencies as deemed appropriate, in consultation with the Municipal Advisor.

If the Municipal Advisor recommends that the Board consider purchase or execution of a “Credit Facility” to assure timely payment of the Notes, such as an insurance contract, agreement for line of credit, letter of credit, commitment to purchase obligations, remarketing agreement, reimbursement agreement, tender agreement, or other transaction to provide security, then the Chief Financial Officer is hereby authorized to negotiate with potential providers of the Credit Facility, and, in consultation with the Municipal Advisor, to purchase or execute the Credit Facility, and the Chief Financial Officer is hereby authorized to execute an agreement with the provider of the Credit Facility.

If the Municipal Advisor recommends that the City consider purchase of municipal bond insurance for the Notes, then the Chief Financial Officer is hereby authorized to negotiate with insurers regarding acquisition of the insurance, and, in consultation with the Municipal Advisor, to select an insurer, and the Chief Financial Officer is hereby authorized to execute an agreement with the insurer relating to procedures for paying debt service and notifying the insurer of any need to draw on the insurance and other matters.

Section 11. Sale of Notes. The Chief Financial Officer is authorized to award sale of the Notes to a financial institution or other purchaser based upon the recommendations and advice of the Municipal Advisor without further action of the City or the Board. This authorization includes, but is not limited to, determination of original principal amount of the Notes; the prices at which the Notes are sold; the date of the Notes; the provisions for early redemption, if any; the interest rates and payment dates of the Notes, and whether the Notes are to be sold on a taxable or tax- exempt basis. The Chief Financial Officer is authorized to sign a purchase agreement, certificate of award of sale, acknowledgement of offer to purchase the Notes, or other document agreeing to sell the Notes on behalf of the City.

The initial interest rate of the Notes shall not exceed 5.00% per annum. The purchase price for the Notes, exclusive of any original issue discount or premium, shall not be less than 95.00% of the principal amount of the Notes, plus accrued interest, if any. In making such determinations the Chief Financial Officer is authorized to rely upon data and computer runs provided by the Municipal Advisor.

The Chief Financial Officer is authorized on behalf of the Board and the City to make any covenants with the purchaser of the Notes as may be deemed advisable and approved by bond counsel and the Municipal Advisor.
If a written continuing disclosure undertaking is necessary in order to enable the purchaser of the Notes to comply with the requirements of Securities and Exchange Commission Rule 15c2-12, then the Chief Financial Officer is authorized to execute and deliver a continuing disclosure undertaking in substantially the form which she shall, in consultation with bond counsel, determine to be appropriate.

Section 12. Other Actions. In the event that the Chief Financial Officer is not available at the time that it becomes necessary to take actions directed or authorized under this resolution, then a person designated by the Chief Financial Officer is authorized to take such actions. The officers, administrators, agents and attorneys of the Board are authorized and directed to take all other actions necessary and convenient to facilitate issuance, sale and delivery of the Notes within the parameters of this resolution, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient in accordance with this resolution, and to pay costs of issuance including but not limited to rating agency fees, credit facility fees, insurance premiums, transfer agent fees, municipal advisor fees, bond counsel fees, and any other costs necessary to accomplish sale and delivery of the Notes.

Section 13. Applicability of the Outstanding Bond Resolutions. Except to the extent supplemented or otherwise provided in this resolution, all of the provisions and covenants provided in the Bond Resolution shall apply to the Notes issued pursuant to provisions of this resolution, such provisions of the Bond Resolution being made applicable to the Notes herein authorized.

Section 14. Conflicting Resolutions. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Section 15. Severability and Paragraph Headings. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this resolution. The paragraph headings in this resolution are furnished for convenience of reference only and shall not be considered to be part of this resolution.

Section 16. Publication and Recordation. In accordance with the provisions of Section 6 of Act 94, this resolution shall be published once in full in the Grand Haven Tribune, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption but in any event prior to circulation of a Preliminary Official Statement or other marketing document for the Series 2020A Notes, and shall be recorded in the minutes of the City Council and such recording authenticated by the signatures of the Clerk.

Section 17. Effective Date. This resolution is hereby determined to be immediately necessary for the preservation of the public peace, property, health and safety of the City and the users of the System. In accordance with the provisions of Section 6 of Act 94, this resolution shall become effective immediately upon its adoption.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Grand Haven at a Regular meeting held on _____, _____, at ___ p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was
given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Council Members were present at such meeting: __________________________ and that the following Council Members were absent: ______________________________________.

I further certify that Council Member __________________________ moved adoption of the resolution, and that the motion was supported by Council Member __________________________.

I further certify that the following Council Members voted for adoption of the resolution: ____________________________________________ and that the following Council Members voted against adoption of the resolution: ____________________________________________.

I further certify that said resolution has been recorded in the Resolution Book and that such recording has been authenticated by the signature of the Clerk.

____________________________________
Clerk, City of Grand Haven
A regularly scheduled meeting of the Grand Haven Board of Light and Power was held on Thursday, June 18, 2020 at 4:00 p.m. at the Board’s office located 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Meeting.

The meeting was called to order at 4:01 p.m. by Chairperson Smant.

Present were Directors Crum, Kieft, Naser, Witherell and Smant.

Also present were David Walters, General Manager; Danielle Martin, Administrative Assistant; Lynn Diffell, Accounting & Finance Manager; and Erik Booth, Power Supply Manager. Rob Shelley, Distribution and Engineering Manager, moderated the public conference call.

Director Witherell, supported by Director Kieft, moved to approve the meeting agenda. The motion was unanimously approved.

20-06A Director Witherell, supported by Director Kieft, moved to approve the consent agenda. The consent agenda includes:

- Approve Minutes of the May 21, 2020 Board Meeting and the June 11, 2020 Board Work Session
- Accept and file the May 2020 Financial Statements and Power Supply and Sales Dashboard
- Approve paying bills in the amount of $2,054,794.95 from the Operation and Maintenance Fund
- Approve paying bills in the amount of $1,229,744.89 from the Renewal and Replacement Fund
- Confirm Purchase Order #20888-8 to Jaffe Raitt Heur & Weiss in the amount of $15,288 for legal services for CCR compliance issues
- Confirm Purchase Order #20934-2 to Trace Analytical in the amount of $5,224 for additional groundwater sampling required for CCR compliance
- Confirm Purchase Order #20985-1 to Newkirk Electric Associates in the amount of $5,620 for a change order for the West Spring Lake Road phase 2 project
- Confirm Purchase Order #21337 to Precision Trenching, Inc. in the amount of $12,224 for a directional bore on 168th Avenue
- Confirm Purchase Order #21338 to McCormick Sand, Inc. in the amount of $13,149 for bottom ash disposal
- Confirm Purchase Order #21341 to BMM Diesel Service, LLC in the amount of $8,178 for backyard machine repair
- Confirm Purchase Order #21344 to Golder Associates, Inc. in the amount of $5,431 for monitoring well engineering
• Confirm Purchase Order #21348 to PCM Sales, Inc. in the amount of $6,367 for a 3-year renewal of Sophos antivirus software

• Confirm Purchase Order #21358 to WGHN Radio Station in the amount of $6,960 for FY 21 community outreach programming

• Confirm Purchase Order #21359 to Z Services, LLC in the amount of $7,200 for six months cleaning services at Eaton Drive

Sales are down approximately 20% by volume for the months of April and May and down approximately 8% fiscal year to date. The General Manager is watching the data daily and June sales are rebounding. We are currently 6% behind last June. Last June was mild and sales were below normal. Peak demand has hit 58MW during the day but is still down during the night.

The motion was unanimously approved.

20-06B Public Comment Period — No comments.

20-06C Director Witherell, supported by Director Kieft, moved to approve the following purchase orders:

• Approve Purchase Order #20621-1 to Golder Associates, Inc. in the amount of $32,000 for additional Sims site groundwater monitoring program management

• Approve Purchase Order #21330 to Northern Boiler Mechanical Contractors in the amount of $316,000 for snowmelt hot water heater installation

• Approve Purchase Order #21339 to R. L. Deppmann Company in the amount of $26,250 for a snowmelt system air/dirt separator replacement

• Approve Purchase Order #21351 to Northern Boiler Mechanical Contractors in the amount of $5,500 for snowmelt concrete pads

• Approve Purchase Order #21354 to GRP Engineering Services in the amount of $32,000 for engineering services for the North Substation transformer relocation project

• Approve Purchase Order #21355 to GRP Engineering Services in the amount of $73,000 for engineering services for the Osipoff Substation transformer and reclosure upgrade project

• Approve Purchase Order #21361 to Border States Electric in the amount of $13,017 for wood power poles to replenish inventory

Two of the Purchase Orders are to GRP Engineering for substation capital improvements. A new transformer will be purchased for the Osipoff substation and the transformer currently at Osipoff will be moved to the North substation. This will take place in the next calendar year.

The Board was provided with a letter from Erik Booth regarding snowmelt. The budget was set at $750,000. Total costs are now expected to be approximately $1 million. A discussion was held regarding how the city will be billed for snowmelt expenses. Director Witherell and
Chairperson Smant attended a meeting with city council snowmelt representatives and the city is aware they will be billed for an expected total of $1 million. Director Kieft does not want the BLP to pay for any portion of this $1 million while he is fine with the BLP financing it and recovering it over time. The BLP and the city have an agreement in place through December 31, 2020 stating the city has responsibility for snowmelt costs incurred by the BLP. The equipment being installed is a short to long term solution. It can be relocated into a permanent structure in the future.

The motion was unanimously approved.

20-06D Director Withrell, supported by Director Kieft, moved to approve increasing the snowmelt budget from $750,000 to $1 million.

The motion was unanimously approved.

20-06E Director Withrell, supported by Director Kieft moved to approve the MPIA-GHBLP Administrative Services Agreement.

MPIA is a licensed insurance authority within the State of Michigan. The agreement is between MPIA and the GHBLP. By signing, the BLP is agreeing to provide MPIA services. Zeeland BPW provides services as the treasurer and GHBLP provides services as the secretary.

The motion was unanimously approved.

20-06F Director Naser moved to reduce security deposits on mobile homes from $400 to $200 effective immediately. No support gained.

Customer deposits were discussed at the June 11, 2020 Work Session. The BLP normally resumes disconnects April 15th; however, the Board delayed disconnects to June 1st due to the COIVD-19 pandemic. No disconnects occurred between November 1, 2019 and June 1, 2020. Of the 204 disconnects conducted to date in June, 83 were in mobile home parks. Last year, mobile homes were 40% of write off’s by volume and 60% by dollar value. The 83 mobile homes that were disconnected had an average past due amount of $430 to be paid for reconnection. The BLP’s current $400 deposit would not cover the average bill if the customer had left. The BLP had to additionally send to collections approximately $17,000, with an average balance of $300 per account, from mobile home parks fiscal year to date. Staff recommends keeping the $400 deposit amount in place and work with mobile home park owners to collateralize a portion of the deposit so we may lower the deposit amount to the homeowners.

Director Kieft moved to have the General Manager provide the Board with all written policies on deposit and collection procedures, and to make a proposal to the three mobile home park owners to collateralize resident deposits, for review at the Board’s next meeting. No support gained.

Director Naser, supported by Director Crum, moved to direct the General Manager to work with the three mobile home parks on entering an agreement with the GHBLP for park owners to collateralize a portion of customer deposits before the July meeting.
GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JUNE 18, 2020

The motion was unanimously approved.

20-06G Director Naser, supported by Director Crum, moved to opt out of Public Act 95.

Staff recommends the Board not opt out of PA-95. Allowing customers to go six months with no shutoffs is unusual for most customers in Michigan and the nation. Director Naser stated the MMEA data sheet shows 24 out of 40 utilities, or 60%, opt out. The General Manager reminded the Board that all MMEA utilities represent only about 5% of all electric customers in the State of Michigan and no other states, to his knowledge, have a similar state law requiring no winter disconnections in these circumstances for almost six months.

In a roll call vote of the Board, those in favor: Directors Crum, Kieft, and Naser; those absent: none; those opposed: Directors Witherell and Smant. Motion passed.

20-06H Director Witherell, supported by Director Crum, moved to approve the Bond Resolution and First Supplemental Bond Resolution.

The Bond Resolution was 30 years old and in need of updates, which were provided by Bond Counsel and reviewed by the city attorney (both of Dickinson Wright). The Supplemental Bond Resolution is passed when new debt is issued. By approving these items, the Board is agreeing to send them to City Council for their approval.

The Supplemental Resolution allows the Board to obtain financing for items that have already been approved, which total almost $15 million at this point. Staff and our financial advisor, PFM, recommend using Huntington Bank for the short-term notes. Huntington has offered the BLP a line of credit up to $30 million at 1.64% in bond anticipation notes (BANs).

Over the next year, the Board will evaluate and finalize the project and assess the total cost to be financed. A Second Supplemental Bond Resolution will then be required to pay off the short-term borrowing, and any additional financing needed. Director Naser stated he will not vote yes on this item unless all references to RICE units are replaced with the term “generation equipment”. The General Manager stated the wording must be consistent with the wording used in the Notice of Intent.

In a four to one vote of the Board, those in favor: Directors Crum, Kieft, Witherell, and Smant; those absent: none; those opposed: Director Naser. Motion passed.

20-06I Director Kieft, supported by Director Crum, moved to approve using Huntington Bank for the Bond Anticipation Note and Bank of America for Bond Underwriting Services.

RFP’s were sent to several large national and regional banks to provide both services. The BLP expected to get better terms by bundling the two services, but as it turned out, the two services can be obtained cheaper by separating the services.

The motion was unanimously approved.
20-06J Discussion was held regarding the Diesel Plant Redevelopment RFP Solicitation. A phase I environmental assessment has been completed. Information that developers would want to know is being gathered and clutter at the plant is being cleaned up. An American Land Title Association (ALTA) survey will be completed in late July. As of now, insurance coverage on the Diesel Plant expires June 30, 2020. Insurance carriers have not shown interest in insuring a vacant building; therefore, MPIA likely will insure the building and BLP funds held at MPIA will be used if any incidents occur. A RFP is being put together by Urban Innovations at a cost of $4,000 to solicit interest from developers. The RFP will be sent to developers along with the Coast Guard, local realtors, and any other interested parties.

No formal action taken.

20-06K Director Kieft requested a work session to discuss plant development, island work and to discuss a plan B if the island is not suitable for building. Progressive A&E and PEC are scheduled to present their findings at the July meeting. The Board agreed to wait to schedule a work session if needed following the July presentation. If the Board has specific questions they want addressed during the presentation, Chairperson Smant instructed questions are to be submitted to the General Manager by June 25, 2020.

No formal action taken.

20-06L Director Kieft requested an upgraded sound system be installed in the Boardroom in the next 60 days. He would like a t-coil system. The General Manager will get pricing and bring a purchase order to the Board for approval if needed.

No formal action taken.

At 6:08 p.m. by motion of Director Kieft, supported by Director Crum, the June 18, 2020 Board meeting was adjourned.

Respectfully submitted,

Renee Molyneux
Secretary to the Board
(by Danielle Martin)
To: City Council  
From: P. McGinnis, City Manager  
Date: July 1, 2020  
RE: Comstock Property

Marilyn Crowley of Michigan Community Capital (MCC), Ryan Kilpatrick of Ottawa Housing Next and Hadley Streng of the Grand Haven Area Community Foundation presented a project concept for a 32 unit single family home development on Comstock to City Council on Monday, June 1. The minutes from that meeting follow at the end of this memo.

We left that meeting with two objectives in mind:
  1. Nail down the fiscal impact to the City and MCC  
  2. Develop a purchase agreement to give MCC the assurance they need to start incurring pre-development costs (survey, design, legal, etc)

The proposed Purchase Agreement (attached) provides:

- City would agree to selling the 7.5 acre property to MCC for $1,000 per home ($32,000)  
- Connection fees of $500 for water and $500 for sewer for each home ($32,000)  
- Brownfield TIF to cover all eligible expenses, local capture only, financed by MCC at 5% interest

I am meeting with Ron Bultje tomorrow to review the proposed agreement and will then meet with the Brownfield Redevelopment Authority to refine our position before Monday night. There will likely be an amended agreement presented on Monday night following input from the Attorney and the BRA.

Minutes from June 1, 2020:

WORK SESSION

Comstock Property Proposal

- Marilyn Crowley, Michigan Community Capital  
- Ryan Kilpatrick, Housing Next

A presentation was given regarding a potential affordable housing project with Michigan Community Capital for a development on City property located on Comstock Street. The presentation was continued during the following City Council meeting.
Mr. Ryan Kilpatrick, of Housing Next, noted this housing price point was most critical. It did not make financial sense for private developers. The average household size in Ottawa County was 2.2 people and the proposed floorplans were very efficient.

Council Member Dora stated he had belonged to an affordable housing task force a few years ago. There was definitely a need for “entry level” housing. He was interested in pursuing this proposal and seeing some calculations.

Council Member Cummins was also interested in seeing calculations. He believed the BLP would also have to be involved regarding the waiving of connection fees.

Ms. Marilyn Crowley, of Michigan Community Capital (MCC), stated she wanted to get a better handle on Brownfield costs and to bid out designs. The next steps would be to work on purchase and development agreements so MCC would be more comfortable investing in studies. The zoning ordinance had not yet been analyzed and unit size may be an issue. They hoped to see how single-family homes would perform but would be willing to do “attached” housing, if necessary. Garages would not be built due to the price point. They were looking at reduced cost of capital through the Community Foundation but would also love to find other grant funding sources. MCC was proposing $32,000 to purchase the property and have a Brownfield TIF. She acknowledged that this was asking a lot from the City.

Ms. Hadley Streng, Grand Haven Area Community Foundation, stated the Foundation had approved a $1.5 million investment to MCC.

Council Member Fritz was enthused to see how this project would work out and believed it would be a good housing base for the community. He was pleased that the Community Foundation was also involved.

Mayor Monetza heard the presentation at the Brownfield board this afternoon. It sounded like a good fit and a good project with long-term benefits to the City.

City Manager McGinnis noted that the neighboring industrial owner expressed interest in purchasing a portion of the property, but that was speculative right now. MCC’s proposal was not speculative. If the City goes forward, he wanted to ensure that property owners were aware that the airport was nearby. There needed to be a discussion with the City, Housing Next, MCC, and the Community Foundation and a couple of weeks would be needed to negotiate. He would plan on this issue coming back to either the June 15 or July 6 council meetings.
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (Agreement) is made as of June ___, 2020 (the Effective Date), by and between MICHIGAN COMMUNITY CAPITAL, a Michigan nonprofit corporation (Buyer), with a mailing address at 507 S. Grand Avenue, Lansing, Michigan 48993 and the CITY OF GRAND HAVEN, a Michigan municipal corporation (the Seller), with a mailing address at 519 Washington Street, Grand Haven, Michigan 49417.

RECITALS

A. Seller owns certain real property and improvements in the City of Grand Haven, Ottawa County, Michigan and more particularly described on attached Exhibit A (the Property).

B. Buyer desires to purchase the Property from Seller for the purpose of developing the Property with approximately 32 single-family homes, the majority of which shall be restricted to income certified persons (i.e., average income no greater than 80 percent of the Area Median Income in the City of Grand Haven); and

C. Seller desires to sell the Property to Buyer for such development purposes on the terms and conditions contained in this Agreement.

AGREEMENT

In consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale. For the consideration set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, on the terms and conditions set forth in this Agreement. The Property is being conveyed in its "as is" condition, and Seller makes no representations or warranties regarding the habitability of the improvements or their suitability for any particular use or purpose.

2. Purchase Price. The purchase price for the Property shall be Thirty-Two Thousand and 00/100 Dollars (the Purchase Price), payable in cash or immediately available funds at Closing (defined herein).

3. Title.

   a. Seller represents that Seller is the fee title owner of the Property. Seller shall convey to Buyer at Closing fee simple title to the Property by general warranty deed in recordable form acceptable to Buyer containing no exceptions other than Permitted Exceptions.
b. Buyer shall obtain within 21 days after the Effective Date, a commitment for an ALTA Owner’s Policy of Title Insurance (the **Title Commitment**) from a title insurance company selected by Buyer (the **Title Company**), committing to insure fee simple title to the Property in the full amount of the Purchase Price, certified to a date after the Effective Date. The Title Commitment shall show fee simple title to the Property to be held by Seller. The Title Commitment shall disclose no easements, liens or encumbrances whatever (**Unpermitted Exceptions**), other than normal and usual utility easements which Buyer determines do not adversely affect Buyer’s intended use of the Property, exceptions for which Seller has given Buyer assurance, to Buyer’s sole satisfaction, that the exceptions will be and in fact are discharged at or prior to the Closing Date, and such other matters as Buyer may approve in writing (collectively, the **Permitted Exceptions**). If Unpermitted Exceptions are disclosed, Buyer shall notify Seller with 30 days after receipt of the Title Commitment, and Seller shall have 30 days to remove them (or cause them to be removed) at Seller’s cost (in the event 30 days would extend beyond the Closing Date, the Closing Date may be extended accordingly at Buyer’s option); if additional time for Seller to remove Unpermitted Exceptions is reasonably required, Buyer may, in its sole discretion, agree to give Seller until the end of the Inspection Period to cause the removal of record of any use restrictions that would prohibit or adversely impact Buyer’s intended use. If Seller fails to remove such Unpermitted Exceptions or use restrictions within the periods provided, Buyer may at any time prior to the Closing Date either terminate this Agreement in writing and be returned all payments made hereunder or waive any Unpermitted Exceptions in writing and proceed to closing. At closing, Buyer shall be entitled to receive an Owner’s Policy of Title Insurance without standard exceptions, together with such additional endorsements as Buyer determines to be necessary.

4. **Survey.** Buyer may obtain, at its cost, a new or recertified ALTA/NSPS survey (the **Survey**) of the Property, which shall be certified to Buyer, Seller, and the Title Company. If the Survey shows any conditions which render the Property unusable for Buyer’s intended use, or if the Survey indicates that the Property does not cover the area anticipated by, or represented to, Buyer, then Buyer shall notify Seller within 30 days after Buyer has received both the Survey and the Title Commitment, and Seller shall have 30 days after receipt of such notice to remove the condition or otherwise remedy the situation. If Seller fails or elects not to cure such condition or situation, Buyer may elect to terminate this Agreement by written notice to Seller. If Buyer does not terminate the Agreement and instead proceeds to Closing, then Buyer shall be deemed to have waived its objections under this Section.

5. **Taxes and Assessments.** To the extent applicable, Seller shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the Closing Date. Real property taxes and assessments which become
due on or within the 365 days after the Closing Date shall be prorated on a due date basis (based upon a 365-day year) as if paid in arrears. All tax prorations shall presume that Buyer is the owner of the Property on the Closing Date.

6. Seller Materials. Within 15 days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer copies of all documents within Seller's possession or control, if any, concerning the condition of the Property and which are pertinent to Buyer's inspections of the Property, including but not limited to preliminary title reports and surveys; physical reports pertaining to the Property; engineering studies, building and improvements plans and specifications, environmental reports and assessments, and incentive and entitlement agreements (collectively, the Seller Materials). Seller shall cooperate with Buyer and cause Seller's consultants, designers, engineers and surveyors to recertify their reports, plans and materials to Buyer upon Buyer's request.

7. Inspection Period. From the Effective Date and continuing until up to 365 days after the Effective Date (or such earlier date upon which Buyer gives Seller written notice ending such review period) (the Inspection Period), Buyer shall be entitled to inspect the Property.

a. During the Inspection Period (including any extension), Buyer may, at its sole cost and expense, have its employees, agents and contractors go upon the Property during normal business hours and upon reasonable notice to Seller for the purposes of performing such inspections and studies as it may determine with respect to the condition of the Property, and verify Buyer's ability to timely obtain all necessary approvals to occupy, build upon, and use the Property for Buyer's intended uses at a cost Buyer deems acceptable, including but not limited to site plan approvals, building permits and zoning approvals. In the event Buyer's Phase I Report recommends a Phase II Assessment be performed and/or a Baseline Environmental Assessment be filed and Buyer proceeds with such Phase II Assessment, Seller shall cooperate as to such additional work.

b. If Buyer's inspections disclose any environmental or other condition or impact which is unacceptable to Buyer, in Buyer's sole discretion, or if the Property is otherwise unacceptable to Buyer or Buyer otherwise elects not to purchase the Property, in its sole discretion, then Buyer may terminate this Agreement during the Inspection Period by written notice to Seller.

8. Conditions Precedent to Obligations of Buyer. The obligation of Buyer to close on under this Agreement is subject to the satisfaction at or prior to the Closing of the following conditions, unless waived in writing by Buyer:

a. Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true
and correct in all material respects at and as of the Closing Date as though such representations and warranties were made on the Closing Date.

b. **Performance of Covenants.** Unless otherwise agreed or waived, Seller shall have in all respects performed and complied with all covenants, agreements, and conditions that this Agreement requires to be performed or complied with before or on the Closing Date.

c. **No Material Adverse Change.** There shall have been no material adverse change to the Property or Seller’s title thereto or ability to complete the transaction, and no fact or condition shall exist or be contemplated or threatened which will, or in Buyer’s reasonable judgment will be likely to, cause such a change or development.

d. **Inspection Results.** Buyer shall have determined the Property to be acceptable under the site inspection provisions of this Agreement and shall be satisfied, in its sole discretion, with the results of its due diligence investigation of the Property and the transaction contemplated by this Agreement.

e. **Zoning and Development Approvals.** Buyer shall have received final approvals (including not being subject to further appeals or referenda) that include the following entitlements, approved as necessary by such governmental unit with the relevant authority:

   (i) Approval of a site condominium for approximately 32 units, each to be improved with a single-family home for residential use (whether owner-occupied or leased under a ground lease), including site plan approval and/or approval as a planned unit development as may be required by local ordinance;

   (ii) Approval of reduced public water and sewer connection fees in an amount not to exceed $500 per unit for water connections and $500 per unit for sewer connections;

   (iii) Approval for the public acceptance of all roads, water lines, and sewer lines to be constructed by Buyer as to the Property, subject only to completion of the improvements as specified by the governing municipal authority;

   (iv) Approval of any zoning amendments or variances necessary for the above; and

   (v) Eligibility for and approval of a Brownfield reimbursement plan as provided in Public Act 381 of 1996 for such period as necessary for reimbursement of all eligible activities, including 5% interest.
9. **Closing.** The Closing on the purchase and sale of the Property (the *Closing*) shall occur 15 days after the expiration of the Inspection Period (including any extension) or such earlier date as Buyer may designate (the *Closing Date*). At Closing, Seller shall execute and deliver to Buyer (i) a warranty deed in recordable form as to the Property, conveying title in the manner required under this Agreement, free of violations and in compliance with Federal, State and local laws, ordinances and regulations; (ii) if the Property is a part of a larger parcel, evidence that the Property has been properly split from the larger parcel with a separate tax parcel number assigned to the Property; (iii) an Affidavit of Seller acceptable to Buyer and the Title Company that there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property, unpaid claims which have created or could lead to the creation of construction or other liens on the Property, and no unrecorded interests in the Property; and (iv) such other documentation customary for a transaction of this type and which is reasonably requested by Buyer or the Title Company. Buyer shall tender the Purchase Price to Seller as provided in Section 2 hereof, together with such other documentation customary for a transaction of this type and which is reasonably requested by Seller, and one-half of the closing fee charged by the Title Company. Seller shall pay all unpaid expenses for which Seller is responsible under the terms of this Agreement and all closing costs which are customarily paid by a seller, including without limitation state and county transfer taxes, the premium for the Title Policy without standard exceptions (with Buyer to pay for all additional endorsements), one-half of the closing fees charged by the Title Company, and the cost of recording the warranty deeds. Each party shall execute a closing statement to evidence the transaction. The Closing shall be held on the Closing Date at the office of the Title Company or at such other location as may be agreed upon by the parties. At the Closing, the parties shall execute all documents reasonably necessary to put into effect the terms of this Agreement.

10. **Possession.** Upon Closing Buyer shall have the right to possession of the Property, and Seller shall deliver sole and exclusive possession of the Property to Buyer in broom-clean condition, with all personal property and debris removed. Seller shall deliver the Property in substantially the same or better condition than the Property existed on the Effective Date, subject to normal wear and tear, and changes arising out of Buyer’s inspection of the Property.

12. **Eminent Domain.** Seller shall notify Buyer within two days if the Property, or any portion thereof, shall be taken or is threatened to be taken through the exercise of the power of eminent domain. This notice shall contain all of the information known to the Seller about the taking or threatened taking. Within five days of Buyer receiving such notice, the Buyer and Seller shall each have the right to terminate this Agreement, in which event any payments made by Buyer shall be forthwith returned to Buyer. If Buyer or Seller should elect to terminate this Agreement, all of the proceeds of the taking shall become the property of Seller. If neither Buyer nor Seller elects to terminate this Agreement, then the proceeds of taking shall belong to Buyer, and Buyer shall have the right to negotiate, settle and
resolve with such condemning authority the amount of such condemnation award. As long as this Agreement remains in effect, prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer’s prior written consent.

13. **Brokers.** Buyer represents and warrants to Seller it has not utilized or contracted any broker or finder in connection with the sale of the Property. Seller represents and warrants to Buyer that Seller has not utilized or contracted any broker or finder in connection with the sale of the Property. Each party shall be solely responsible for any commissions or finder’s fees owed to any broker or finder with which it has a contractual relationship as to this transaction. Seller shall indemnify Buyer from and against any and all claims, judgments or awards to any real estate agent, broker or finder retained by Seller with regard to this transaction or which arise or result from Seller’s actions with regard to this transaction. Buyer shall indemnify Seller from and against any and all claims, judgments or awards to any real estate, broker or finder retained by Buyer with regard to this transaction or which arise or result from Buyer’s actions with regard to this transaction.

14. **Election of Remedies.** If Seller defaults in its obligations hereunder, then Buyer may terminate this Agreement, Buyer may in its sole discretion seek specific performance of the Agreement.

15. **Like Kind Exchange.** Buyer and Seller may each elect, at their option, to close this transaction, in whole or in part, to qualify as a “Like Kind Exchange” as permitted under Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees to execute all documents and instruments reasonably requested by the other party in connection with any such tax free exchange. The provisions of this Section shall not otherwise delay the Closing Date or impose any additional costs or financial obligations on the cooperating party. In the event that the cooperating party incurs any cost or expense in assisting the exchanging party in completing a Like Kind Exchange transaction, the exchanging party shall reimburse the cooperating party for any such expenses.

16. **Assignment of Warranties, Service Contracts.** Seller shall deliver to Buyer a copy of existing warranties and third party service contracts with respect to the Property, if any. To the extent desired by Buyer, at Closing Seller shall assign to Buyer all of such contracts (if assignable).

17. **Representations and Warranties.** Seller represents and warrants to Buyer as follows, which representations and warranties shall survive Closing:

   a. That Seller is the fee title owner of the Property and is in a position to satisfy all of its obligations under this Agreement as to the conveyance of the Property.
b. There are no claims, actions, suits or proceedings pending or to the knowledge of Seller, threatened against or affecting Seller that will or could involve or affect the Property.

c. To the best of Seller's knowledge, there has been no release of any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601 et seq. (CERCLA), as amended, or as defined in the Michigan Environmental Response Act, MCLA 299.601, et seq. (MERA), or other similar law, on, upon or into the Property, or property adjacent to the Property; that Seller is not aware of any underground storage tanks on or in the Property, that the Property contain no electric transformers or capacitors which contain PCB in a concentration greater than 100 parts per million, and that Seller is not aware of any present or past use, storage or disposal upon the Property of any pesticide as defined by the Federal Insecticide, Fungicide and Rodenticide Act, at 7 USC 136, et seq., all except as may be disclosed on reports or other written material provided to Buyer by Seller.

d. Seller shall not sell, convey, mortgage or otherwise encumber the Property, or any portion of it, except as provided in this Agreement; Seller has not made a contract to convey the Property or any portion thereof to any person other than Buyer; there are no unpaid claims for labor, services or materials furnished in connection with construction of any improvement on the Property; there is no judgment that is or may become a lien against the Property; there is no bankruptcy proceeding involving either the Seller or the Property; the transaction will not violate any laws, ordinances, rule or regulation; and Seller has authority to transfer all available property divisions as to the Property.

e. Seller agrees to cooperate with Buyer and join in any application process to obtain utilities, zoning, and other permits and approvals deemed necessary by Buyer to enable the Property to be used for Buyer's intended use; Buyer shall be responsible for any application fees and expenses in connection therewith.

f. Buyer shall not, by entering into this Agreement or consummating the Closing hereunder, acquire or assume from Seller any liability arising as a result of Seller's ownership of the Property in respect to the period of Seller's ownership of the Property.
18. Miscellaneous.

a. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) immediately if delivered in person or via facsimile or email or (ii) within two days if mailed, first-class postage prepaid, to the address given in this Agreement or to any other address that Buyer or Seller shall designate in writing. For purposes of terminating this Agreement pursuant to any right given to it hereunder, Buyer's legal counsel may deliver such notice of termination via email delivery to Seller or Seller's legal counsel.

b. **Indemnity.** Each party will indemnify and hold harmless each other party from and against all obligations, liabilities, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which are imposed upon or incurred by another party by reason of any failure of that party to perform or comply with any of the covenants, agreements, terms, provisions or conditions of this Agreement on its part to be performed or complied with.

c. **Assignment.** Except as otherwise provided herein, neither party may assign its rights in this Agreement without the written consent of the other party, such consent not to be unreasonably withheld. Buyer may, without Seller's consent, assign this Agreement to an entity owned or controlled by Buyer. Seller may, without Seller's consent, convey the Property to the Ottawa County Land Bank Authority, provided that this Agreement is assigned to and accepted by the Ottawa County Land Bank Authority as the Seller as a condition of any such conveyance.

d. **Binding Effect; Successors.** This Agreement, inclusive of its terms and provisions, shall survive the Closing and shall be binding on and inure to the benefit of, and be enforceable by, the respective legal representatives, successors, and assigns of the parties.

e. **Authorization.** By executing this Agreement, each party to this Agreement which is a corporation or other entity warrants and represents that it is properly authorized by its board of directors, stockholders, members, partners and/or holders of beneficial interest to enter into this Agreement.

f. **Choice of Law.** This Agreement shall be governed in all respects by the internal laws of the State of Michigan without regard to choice-of-law principles.

g. **Amendment.** This Agreement shall not be amended, altered, or terminated except by a writing executed by each party.
h. **Severability.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity of unenforceability of the remainder of the Agreement. If any provision of the Agreement shall be deemed invalid due to its scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

i. **Counterparts.** This Agreement may be executed in any number of identical counterparts, including electronic counterparts, each of which shall be considered an original but together shall constitute but one and the same Agreement.

j. **Headings.** The paragraph headings used in this Agreement are included solely for convenience.

k. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the parties before the Effective Date of this Agreement.

l. **Waiver.** The waiver by any party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

m. **Construction of Agreement.** Each party and its legal counsel have reviewed and revised this Agreement and have had equal opportunity for input into this Agreement. No party or its legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one party than the other; rather, questions of interpretation shall be construed equally as to each party.

Signatures on following page
Signature Page to Real Estate Purchase and Sale Agreement

The parties have executed this Agreement as of the date first written above.

**BUYER:**

MICHIGAN COMMUNITY CAPITAL, a Michigan nonprofit corporation

____________________________
Eric Hanna, President & CEO

---

**SELLER:**

CITY OF GRAND HAVEN, a Michigan municipal corporation

____________________________
Signature

____________________________
Print Name

____________________________
Title
EXHIBIT A
Legal Description
Vacant (Comstock), Grand Haven, Michigan

**Description:** The land situated in the City of Grand Haven, Ottawa County, Michigan, described as follows:

The West 48 rods of the South ½ of the South ½ of the Northeast ¼ of Section 34, Town 8 North, Range 16 West, EXCEPT the South 16 rods thereof.

ALSO: Outlot “A” of COMSTOCK SUBDIVISION according to the plat thereof recorded in Liber 15 of Plats, page 25 of Ottawa County Records, EXCEPT the East 6 feet thereof.

**Tax Parcel ID:** 70-03-34-200-042
Attachment E
A regularly scheduled meeting of the Grand Haven Board of Light and Power was held on Thursday, February 20, 2020, at 4:00 p.m. at the Board’s office located at 1700 Eaton Drive in Grand Haven, Michigan.

The meeting was called to order at 4:00 p.m. by Chairperson Smant.

Present were Directors Crum, Kieft, Naser, Witherell and Smant.

Also present were David Walters, General Manager; Renee Molyneux, Administrative Services Manager and Secretary to the Board; Lynn Diffell, Accounting & Finance Manager; Rob Shelley, Distribution & Engineering Manager; and Erik Booth, Power Supply Manager.

Director Witherell, supported by Director Naser, moved to approve the meeting agenda. The motion was unanimously approved.

20-02A Director Witherell, supported by Director Kieft, moved to approve the consent agenda. The consent agenda includes:

- Approve the Minutes of the January 16, 2020 Board Meeting and Revised minutes of the February 11, 2020 Board Work Session
- Accept and file the January 2020 Financial Statements and Power Supply and Sales Dashboard
- Approve paying bills in the amount of $1,810,582.56 from the Operation and Maintenance Fund
- Approve paying bills in the amount of $397,377.59 from the Renewal and Replacement Fund
- Confirm Purchase Order #21125 to McCormick Sand, Inc. in the amount of $16,915 for cleaning of Unit 3 East retention pond
- Confirm Purchase Order #21126 to Nalco Company in the amount of $5,760 for boiler chemistry technical services in December
- Confirm Purchase Order #21131 to Alpine Power Systems in the amount of $5,040 for 2019 substation battery testing
- Confirm Purchase Order #21134 to State of Michigan in the amount of $34,883 for annual Air Quality Program fee
- Confirm Purchase Order #21164 to McCormick Sand, Inc. in the amount of $7,152 for bottom ash trucking and disposal
- Confirm Purchase Order #21168 to Network Environmental Inc. in the amount of $6,268 for 1st quarter stack testing for MATS compliance
- Confirm Purchase Order #21180 to Joint Michigan Apprentice Program in the amount of $12,000 for JMAP tuition

The motion was unanimously approved.
20-02B Public Comment Period – Walter Davis, BLP customer, quoted his version of Karl Marx, “Future generations weigh like a nightmare on those of the living.” He discussed solar and fracking and doesn’t agree with fossil fuel energy.

Sophie Stoepker, BLP customer, asked for more community involvement regarding future generation development in Grand Haven.

Shannon Donely, BLP customer, referenced the BLP’s core value of being environmentally responsible, its Strategic Plan and back up capacity. She urged the Board to review climateconnections.org and asked the Board to not approve tonight’s Other Board Action and Discussion Agenda items.

George VerDuin, BLP customer, asked what the current reliability rate is for the grid. General Manager Walters informed him the grid network is designed at a 99.99% reliability rate, or 1 day in 10 years. Sims was a synchronous generator and did not operate without being interconnected to the grid; therefore, it did not add reliability to our system supply. The “availability” rate of Sims, or the percentage of time it was online, over the last 5 years has been approximately 60%.

Beau Ryther, UWUA Local 582 President, stated his number one goal is his concern for BLP union employees. They worked very hard, under a reduced workforce, to keep the plant operational over the last two years so the Board could meet the goal to burn through all its coal inventory. He stated the Board and Council have already set direction and they need to stop dancing around. We have had public discussions and have arrived at a direction; we need to continue moving forward as you have committed to do. BLP employees need stability and are very frustrated with what they have been hearing.

No formal action taken.

20-02C Director Witherell, supported by Director Kieft, moved to approve the following purchase orders:

- Approve Purchase Order #21108 to Ram Services, Inc. in the amount of $8,125 to remove and dispose of radioactive gauges
- Approve Purchase Order #21151-1 to Tridonn Construction Company in the amount of $43,794 for the control room at Eaton Drive
- Approve Purchase Order #21152 to PCM Sales, Inc. in the amount of $5,516 for computer hardware for the control room at Eaton Drive
- Approve Purchase Order #21158 to Bridgewell Resources, LLC in the amount of $36,698 for power poles for the 2,400V to 13,200V voltage conversion project on Taylor Street
• Approve Purchase Order #21166 to Power Line Supply Company in the amount of $181,063 for Island Substation rebuild line hardware

• Approve Purchase Order #21184 to Newkirk Electric Associates in the amount of $468,303 for the Taylor Street voltage conversion project

• Approve Purchase Order #21185 to Kent Power Inc. in the amount of $2,505,900 for Island Substation rebuild construction

• Approve Purchase Order #21186 to Power Line Supply in the amount of $50,225 for Taylor Street project materials

• Approve Purchase Order #21188 to Resco in the amount of $15,275 to purchase padmount transformers for BLP stock

The motion was unanimously approved.

20-02D Director Witherell, supported by Director Kieft moved to approve the Resolution Authorizing Notice of Intent to Issue Bonds.

The new units we are evaluating are better able to operate in island mode should the grid go down but would only be able to satisfy system load equal to their installed capacity. There was a plan in place to operate Sims in sync with the Diesel Plant had we ever lost the grid; however, the plan was never implemented, and operators were not trained on how to operate without the grid.

In a roll call vote of the Board, those in favor: Crum, Kieft, Naser, Witherell and Smant; those absent, none; those opposed, none.

The motion was unanimously approved.

20-02E Director Witherell, supported by Director Kieft moved to approve the Interim Snowmelt design, budget and work schedule as presented.

Bids came in between $950,000 to $1.3 million. The requested budgetary amount of $750,000 is based on engineering estimates to purchase equipment and outside services and utilize BLP staff when possible to reduce capital costs. Equipment and contracts will be brought to the Board for approval. We expect to have the equipment installed by September with testing to occur in October.

The motion was unanimously approved.

20-02F Director Witherell, supported by Director Kieft moved to approve contracting with ProgressiveAE to assist with Project Definition (Phase II) of the Harbor Island Redevelopment Project.

The Burns & McDonnell Project Definition Report identified five to eight separate projects within its evaluation and we are now referring to the overall project as the Harbor Island Redevelopment Project.
The BLP has worked with ProgressiveAE on the interim snowmelt design and feel they are very capable in assisting us with gaining a better idea on costs for other components of the project. Staff recommends contracting with ProgressiveAE on a Time and Materials basis for work over the next one to two months and thereafter will bring a proposal to the Board for further efforts.

John Eberly, Senior Project Manager for ProgressiveAE, stated they are more than invested. They are a local firm. They want to see the BLP be successful and to be part of the project.

The motion was unanimously approved.

20-02G The General Manager informed the Board we reached a major milestone last week with the shutdown of Sims. Plant employees did an incredible job burning the coal inventory down while working short staffed. He thanked the employees who helped accomplish this goal.

He reminded the Board when Burns & McDonnell presented the IRP evaluation, it was never suggested the only thing we should do is build a local gas plant. Burns & McDonnell said more renewables should be incorporated into our portfolio, but we should do so in conjunction with other municipalities in MPPA. The only “local” generation project discussed in the IRP is a local RICE plant. The lowest cost option is to purchase all power supply through MPPA.

At 5:09 p.m. by motion of Director Kieft, supported by Director Naser, the February 20, 2020 Board meeting was adjourned.

Respectfully submitted,

Renee Molyneux
Secretary to the Board
Meeting called to order by Werksma at 6:30 pm.

Present: Louann Werksma, Rhonda Kleyn, Wes McGee Alexa Reddick, Reyna Masko and Barbara VanHorssen

Absent: Dennis Swartout, Sam Woitesheck and Alyson Brummitt

Approval of Agenda: Agenda approved, motion by ___, seconded by ______, all in favor.

New Business:

a. Grand Haven Hispanic Heritage Fiesta summer concert fundraiser approval-The group discussed the new fundraising event for the 2020 Grand Haven Hispanic Heritage Fiesta. A special events application has been submitted for a summer concert at the Grand Haven Waterfront Stadium on June 5, 2020. The purpose of this special Human Relations Commission (HRC) meeting was to decide if the HRC would be participating as one of the hosting organizations. A motion to approve was made by VanHorssen, seconded by Masko, all in favor. The motion is as follows:

Motion to approve the City of Grand Haven Human Relations Commission as one of the hosting organizations of the June 5 Summer Concert fundraising event for the 2020 Grand Haven Hispanic Heritage Fiesta. And further move to recommend that the Grand Haven City Council approve the June 5 event costs at the non-profit discounted rate and also to waive the park rental fee of $500.

The special events application will be submitted to the Grand Haven City Council on Monday, February 10, 2020 for approval. A memo of recommendation will be sent to the community affairs manager, Char Seise, to be included in the City Council agenda packet.
Meeting called to order by Masko at 5:10 pm.

Present: Rhonda Kleyn, Angela Tran, Wes McGee, Barbara VanHorssen, Reyna Masko, Alexa Redick and Louann Werksma

Absent: Dennis Swartout, Sam Woitesheck and Alyson Brummitt

Guests: Mayor, Bob Monetza, Ashley Latsch, Assistant to the City Manager, Al Vandenberg, Ottawa County Administrator and Kayler Sweeney, Ottawa County Intern

New Business:
1. Strategic Planning-Al Vandenberg facilitated the strategic planning process. A full report is attached to the minutes.

Meeting was adjourned at 8:20 p.m.; motion by Redick, seconded by Woitesheck, all in favor
<table>
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<th>Objective</th>
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<tr>
<td>Define HRC Committee goals and scope</td>
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<td>Develop job descriptions and leadership expectations (assigned roles &amp; responsibilities)</td>
<td>35</td>
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<td>Develop HRC funding plan</td>
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<td>Develop collaboration plan</td>
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<td>Develop HRC brand</td>
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<td>Create HRC culture</td>
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<td>Complete visionary award funding plan</td>
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<td>Develop communication plan including communication process</td>
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<td>Develop recruiting strategy for HRC Board</td>
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<td>Continue role in fiesta</td>
<td>16</td>
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<td>Review ordinance (inc. complaint review process) (review all HRC documentation)</td>
<td>16</td>
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<td>Develop process for evaluating new opportunities</td>
<td>15</td>
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<td>Town Hall meetings</td>
<td>10</td>
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<td>Develop transition and succession plan (including onboarding)</td>
<td>8</td>
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<tr>
<td>Implement implicit bias training (HRC &amp; City Council)</td>
<td>8</td>
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<td>Review/simplify mission and diversity statements</td>
<td>7</td>
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<td>Develop plan for regular community engagement for volunteers and events</td>
<td>7</td>
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<td>Consider whether to develop affordable housing plan</td>
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<td>Consider role in STEM mentoring opportunities</td>
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<td>Continue dinner dialogues and comment conversations</td>
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<td>Complete community DEI survey</td>
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<td>Develop DEI evaluation plan</td>
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<td>Suggest new topics for Momentum Center</td>
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Meeting called to order by Masko at 5:39 pm.

Present: Rhonda Kleyn, Sam Woitesheck, Wes McGee, Alyson Brummitt, Barbara VanHorsen, Reyna Masko, Alexa Redick

Absent: Dennis Swartout, Angela Tran and Louann Werksma

Approval of Agenda: Agenda approved with the change of moving Dinner and Dialogue guest surveys and Remembrance Project community responses to old business. Motion by Brummitt, seconded by Woitesheck, all in favor

Approval of Minutes December Minutes approved motion by Redick, seconded by Brummitt, all in favor.

Welcome Guests: Eric Inlaw, City Manager Pat McGinnis and Mayor, Bob Monetza

Eric Inlaw is a resident of the City of Grand Haven and was invited by HRC member McGee. Eric likes to learn know what is going on in his community.

Pat McGinnis handed out copies of the book, Just Mercy. He invited HRC members to an event taking place at Odd Side Ales at which he will be a guest speaker. The event is to review the book and takes place February 27 at 7pm.

Mayor Monetza attended to learn more about the activities of the HRC. Mayor Monetza also reminded the members of an important County Board of Commissioners meeting on Tuesday, January 28. The Commissioners will vote to approve (or not) a proposed resolution to offer Ottawa County's consent to initial refugee resettlement in Ottawa County pursuant to President Trump's Executive Order.

General call to the audience-none

Old Business

a. Dinner and Dialogue Update- Subcommittee did not have anything to report. Masko asked that the group work out a process of collaborating with sponsors and decide next steps.

b. Visionary Award- Masko reported City Manager McGinnis and Mayor Monetza approved the HRC presenting the newly created visionary award at the annual boards and commissions dinner. Next steps are ordering the awards and promoting the award to get nominations. Masko provided information about a potential artist for creating the awards. His name is Erick
Picardo. He will create a 12X18 size oil painting on canvas to be put on the large wooden plaque for the annual award winners. This award will have room for new name plates each year and will hang in City Hall. The awards to be given to the winners will be 8X10 plaques with an oil painting as well. The 12x18 will cost $280 the first year and the 8x10 plaques will be $83 each. The artist will give rights to the HRC to recreate his images for future years. The cost for future years will be the cost of the individual award winner plaques and the cost of the name plates for the large plaque. The commission will request the funds for the first year, $450 be paid by the City. A motion to approve Erick Picardo as the artist and the proposed costs was made by Redick, seconded by McGee, all in favor.

c. Remembrance Project responses- Masko shared that the overwhelming response to the Remembrance Project display at the Loutit Library was mostly in favor of not displaying materials created by hate groups. A few responses were in favor of the display.

d. Survey results of December Dinner and Dialogue-Members reviewed the surveys via email, no other conversation was had.

New Business

a. GHHHF updates-Masko reported the special event application for the summer concert fundraiser is in process; that they are working closely with Char Seise to get it approved. Kleyn provided information about the application process when an event is being planned by the HRC. An attachment will briefly explain the special event process. A motion was made by McGee to hold a special meeting to vote on the GH Hispanic Heritage Fiesta summer concert fundraiser on February 6, 2020 at 6:30. Seconded by Redick, all in favor.

b. Ottawa County Board of Commissioners meeting reminder-Masko reminded the group that an important vote will take place Tuesday, January 28 at 1:30 pm allowing or not allowing Ottawa County's consent to initial refugee resettlement in Ottawa County pursuant to President Trump's Executive Order.

c. Revenue and Expense update-Kleyn provided the revenue and expense report.

d. February Black History Month-McGee reported that he spoke with library staff and learned that should the HRC members want to plan events at Loutit Library for black history month they will have to start planning about 6 months prior with library staff. Kleyn will add this item to the June, 2020 HRC agenda.

e. Annual Report Review-Kleyn provided some information that was learned after Werksma sent the preliminary annual report which will be in the annual report. No other comments from the group.

f. Strategic Planning Event-Masko explained the strategic planning will help the commission meet its goals. It was decided to conduct the strategic planning at the regular February 27 HRC meeting but the meeting will go from 4:30 to 8:30. Werksma will contact Al Vandenberg, the Ottawa County Administrator, to ask if will facilitate the meeting. Kleyn will provide dinner.

Meeting was adjourned at 7:00 p.m.; motion by Redick, seconded by Woitesheck, all in favor

Next meeting is Thursday February 27, 4:30 pm.
The regular meeting of the Grand Haven Zoning Board of Appeals was called to order at 7:00 p.m. in Grand Haven City Hall Council Chambers, 519 Washington, Grand Haven, Michigan. On a call of the roll, the following persons were:

Present: Bill Hohmeyer, Mischelle Julien, Jerry Klukos, Amy Kozanecki, Field Reichardt, Melanie Riekels, Chair Ryan Cummins.

Absent: None.

Also present were Jennifer Howland, Community Development Manager, and MaryAnn Poel, Administrative Assistant.

Motion by Klukos, seconded by Hohmeyer, to approve the July 17, 2019 meeting minutes was unanimously approved.

Motion by Riekels, seconded by Julien, to approve the 2020 ZBA meeting schedule was unanimously approved.

Call to Audience

Case 19-06: A request by Kyle and Lace Collins, 532 Lake Avenue, Grand Haven, MI, 49417 for the property at 532 Lake Avenue, Grand Haven, MI, 49417 (parcel #70-03-29-203-013) for one (1) variance to the Grand Haven Zoning Ordinance, related to a proposed addition to the single-family home:

1. A variance from Section 40-404.02.C, maximum lot coverage in the MDR, Moderate Density Residential District. The requested variance is to allow for an increase in lot coverage from 31.3 percent to 38.7 percent where a maximum of 35 percent lot coverage is allowed.

Howland explained this request was to allow a 382 sq ft addition to the rear of the home. They were proposing a single story flat roof addition, although it could later become a two story by right if this variance was granted. This was a smaller sized lot in this district. She put a map up on the screen which showed approximately 87 lots in this district that were below the minimum lot size.

Denny Dryer, 220 1/2 Washington, stated his clients would like a single story addition for a master bedroom and a mud room. Their lot was only 39 foot by 132 foot and a normal city lot was 66 foot wide.

Public Comment:
1. Charles Stevens, 534 Leggat was supportive of the request.
2. Tim Coha, 523 Butler, stated the house looked pretty close to the lot line but he had no objections to the request.
3. Al Hass, 539 Butler, was supportive of the request.

Correspondence:
None

Riekels asked if there was a 3rd story to the existing home and owner Kyle Collins replied there was a partial floor that was unfinished attic space.

Reichardt stated this appeared to be a reasonable request.

Chair Cummins was concerned that it was general in nature because there were 87 other lots in this district that were smaller than the minimum lot size outlined in the ordinance. He asked if there was something unique about this lot.

Dryer stated the majority of the lots around this home had normal sized lots. This was the smallest lot in this block.

Motion by Klukos, seconded by Hohmeyer, to close the public portion of the case was carried by voice vote.

Basic Conditions: The Board shall find that a variance request meets all of the following conditions:

A. The requested variance shall not be contrary to the public interest or to the intent and purpose of this Ordinance.
   Reichardt and Kozanecki stated no comment.
   Klukos felt this was contrary to the intent of the ordinance pointing out that most of the city's zoning districts had 35% as the maximum lot coverage.
   Riekels agreed with Klukos but stated houses this old were built way before zoning ordinances were around.
   Hohmeyer stated he understood it would be allowing more than the 35% maximum but in this instance he was supportive.
   Julien agreed with Klukos but also agreed the owner hadn't created the problem.
   Chair Cummins didn't feel the request was contrary and didn't think it would have any adverse effect to the neighborhood.

Motion by Hohmeyer, seconded by Riekels, to approve condition A passed on the following roll call vote: Ayes: Kozanecki, Reichardt, Julien, Riekels, Hohmeyer, Chair Cummins. Nays: Klukos.

B. The requested variance shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a special land use permit is required.
All agreed this criteria was met.
Motion by Reichardt, seconded by Hohmeyer, to approve condition B passed on the following roll call vote: Ayes: Klukos, Kozanecki, Reichardt, Julien, Riekels, Hohmeyer, Chair Cummins. Nays: None.

C. The requested variance shall not cause a substantial adverse effect upon properties in the immediate vicinity or in the district in which the property of the applicant is located.
Reichardt stated it would improve the neighborhood.
Kozanecki stated this would improve the home.
Klukos stated the request would not cause a substantial adverse effect.
Riekels, Hohmeyer, Julien and Chair Cummins agreed with Klukos.
Chair Cummins asked if a second story could be built and Howland confirmed if this variance was granted, a 2nd story in the same footprint could be constructed by right.

Motion by Riekels, seconded by Hohmeyer, to approve condition C because it would not cause any negative effect passed on the following roll call vote: Ayes: Klukos, Kozanecki, Reichardt, Julien, Hohmeyer, Riekels, Chair Cummins. Nays: None.

D. The conditions or situation of the property or its intended use is not so general or recurrent a nature as to make reasonably practicable a general regulation for the condition or situation.
Julien stated this would set a precedent since 87 other lots in this district already didn’t meet the minimum lot size of the district.
Hohmeyer stated this might be general in nature but he felt it was a small request.
Riekels didn’t see a problem with the request.
Klukos agreed this would set a precedent because there were at least 87 other under sized lots. He was concerned that granting this one would mean the others could as well.
Chair Cummins pointed out that there were 7 separate zoning districts that had the 35% maximum lot coverage. He explained that if the thought was that a larger lot coverage percentage would be acceptable, then that would be a discussion for the Planning Commission for a possible ordinance amendment.

Motion by Hohmeyer, seconded by Riekels, to approve condition D passed on the following roll call vote: Ayes: Reichardt, Kozanecki, Hohmeyer, Riekels. Nays: Klukos, Julien, Chair Cummins.

E. Any exceptional or extraordinary circumstances applying to the property in question are not self-created.
All agreed this was not self-created.

Motion by Riekels, seconded by Kozanecki, to approve condition E passed on the following roll call vote: Ayes: Reichardt, Hohmeyer, Julien, Klukos, Riekels, Kozanecki, Chair Cummins. Nays: None.
F. There is no reasonable alternative location on the parcel for the proposed improvements for which a variance is sought where such alternative location would eliminate the need for the requested variance or reduce the extent of the condition(s) necessitating the variance.

Julien stated there was no other place for the addition.
Hohmeyer stated reducing the size wasn’t really a choice either.
Klukos stated there was no other place on the lot that wouldn’t need a variance.
Kozanecki agreed with Klukos.
Reichardt and Chair Cummins agreed this was met.

Motion by Reichardt, seconded by Riekels, to approve condition F passed on the following roll call vote: Ayes: Kozanecki, Klukos, Julien, Hohmeyer, Reichardt, Riekels, Chair Cummins. Nays: None.

G. The requested variance is the minimum variance that will make possible the reasonable use of the improvement.

All agreed this was the minimum variance request.

Motion by Riekels, seconded by Hohmeyer, to approve condition G passed on the following roll call vote: Ayes: Klukos, Kozanecki, Reichardt, Julien, Hohmeyer, Riekels, Chair Cummins. Nays: None.

Howland summarized all of the criteria passed.

Motion by Julien, seconded by Hohmeyer, to approve the request to allow an increase in lot coverage from 31.3 percent to 38.7 percent where a maximum of 35 percent lot coverage is allowed based on the previous discussion and that it met all the criteria. The motion to approve passed on the following roll call vote: Ayes: Riekels, Reichardt, Kozanecki, Klukos, Julien, Hohmeyer, Chair Cummins. Nays: None.

Reichardt asked if it would be possible to have the PC Liaison give updates at the meetings as to what the Planning Commission was working on.

Adjournment:

Motion by Julien, seconded by Kozanecki, to adjourn was unanimously approved by voice vote. The meeting adjourned at 7:47p.m.

MaryAnn Poel
Administrative Assistant
Community Development Department
Attachment F
To: City Council  
From: P. McGinnis, City Manager  
Date: July 1, 2020  
RE: Girl Scout Request

Mary Charles, Interim CEO of Girl Scouts Michigan Shore to Shore, expresses interest in partnering with the City of Grand Haven to improve and expand the Girl Scout presence in Grand Haven. There is an opportunity for collaboration that would improve non-profit services to girls in Grand Haven, construct a new restroom at East Grand River Park and activate a part of town that is often overlooked. An attractive Girl Scout lodge on the east side, coupled with tidy public restrooms, might be a great improvement for the neighborhood and the region.

The Girl Scouts currently enjoy the use of the Griffin McNett Memorial Girl Scout House located at 315 Franklin Avenue. This gift was presented to the Scouts in 1945 and is theirs to use forever, or until they no longer use it as prescribed in the deed (see attached). They have used it to great advantage, my girls both participated some ten years ago and it was a passable, if not ideal, location for the Troop. The primary limitation is available outdoor space to achieve some of the natural and environmental merit badges offered by the Girl Scouts. It was built as a single family residence and was adapted to serve as the Girl Scout headquarters.

In 2020, the neighboring property owner, Capstone Properties, is interested in redeveloping the parcel, possibly as an expansion to the brownstone development currently located at the corner of 3rd Street and Franklin Avenue. The Girl Scouts see an opportunity to generate some capital by relocating to an alternate location. The City might consider incentivizing an exchange by cooperating in some form of land swap to achieve multiple goals:

- Downtown infill to create vitality and tax base
- Improved visible restrooms at East Grand River Park\(^1\)
- Advanced opportunities for girls’ outdoor education in a City Park
- Increase vitality in neighborhood with positive public and non-profit investment and attention

\(^1\) The existing restrooms have been a vandalism problem for decades, and the replacement of those bathrooms is in the five year recreation plan.
The Girl Scouts advise that they would use whatever equity gained from a sale to Capstone to reinvest in a new facility. The City may qualify for an MDNR grant to build new restrooms and the Girl Scouts may be able to get additional funding from other grant sources. Ideally we could create this improvement without the use of City General Funds (however there would be considerable involvement of City administration to pull things together.

There may be better locations or better ideas. Unless the Council has other direction, I will present the idea to the Parks and Rec Board at their August 5 meeting.
QUIT-CLAIM DEED

THIS INDENTURE made the 17th day of September in the year of our Lord one thousand nine hundred and forty BETWEEN THE CITY OF GRAND HAVEN, a Michigan Municipal Corporation, of the first part, and KATHLEEN H. ELVIK, Commissioner; LILLIAN WALTER, Vice-Commissioner; GLADYS BEERINK, Secretary, and MATHILDA JOHNSON, Treasurer, and their duly-elected successors in office, as Trustees of and for the Girl Scout Council of the Girl Scouts of said City of Grand Haven, of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One and no/100 ($1.00) Dollars and other valuable considerations to it in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said parties of the second part, and to their successors in office as Trustees for said Girl Scout Council and assigns, FOREVER, all that certain piece or parcel of land situated in the City of Grand Haven in Ottawa County, and State of Michigan, known and described as follows:

The East Forty and one-half (40½) feet of the South Seventy-nine (79) feet of Lot Two Hundred Ninety-one (291) of the Original Plat of said City of Grand Haven,

PROVIDED, HOWEVER, that the said above-described property is herein conveyed to said grantees subject to the following conditional limitations:

The said property and any building now existing or hereafter erected thereon shall be used for the sole purpose of a headquarters
for the Girl Scouts of the said City of Grand Haven and the
said building shall be known as the "Griffin-Mo Nett Girl
Scout Memorial Home" and shall be so designated by a plaque
placed in a prominent place on said building. There shall be
one room in said building designated as "The Legacy Room" in
which shall be placed the articles of household furniture and
equipment, paintings and books received by grantor from the
Estate of Rachel Eleanor Griffin Mo Nett, Deceased, and said
room shall be used for the purpose of preserving such matters
or articles of historical interest to the said City of Grand
Haven as may in the future be given to and accepted by the
Common Council of said city and accepted for placing in said
room by the said grantees or their successors in office as
Trustees for the said Girl Scout Council. The brass knocker
marked "H. Griffin" received by grantor from the said estate
shall be placed upon the door of said Legacy Room. In the
event that said property or building shall at any time in the
future cease to be used for such purpose or the said grantees
shall fail or neglect for any reason to perform any of the
conditions hereinbefore set forth, the title to said property
and said building shall immediately revert to and vest in the
said party of the first part, its successors or assigns.

TOGETHER with all and singular the hereditaments and ap-
purtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said above described property to the said
parties of the second part, and to their successors in office
as Trustees for said Girl Scout Council and assigns, to the
sole and only proper use, benefit and behalf of the said parties
of the second part and their successors in office as Trustees
for said Girl Scout Council and assigns, FOREVER.
IN WITNESS WHEREOF the said City of Grand Haven has caused these presents to be signed in its name by its Mayor and Clerk and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of:

K. T. Vanden Bosch
K. T. Vanden Bosch

Bertha Ponstein

CITY OF GRAND HAVEN

By:

Richard L. Cook

Its Mayor

J. Nyhof Poel

Its Clerk

STATE OF MICHIGAN

COUNTY OF OTTAWA

On this 17th day of September in the year of our Lord one thousand nine hundred and forty before me, a Notary Public in and for said County, appeared Richard L. Cook and J. Nyhof Poel to me personally known, who being by me duly sworn, did each for himself say that they are respectively the Mayor and Clerk of the City of Grand Haven, the municipal corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Common Council; and said Richard L. Cook and J. Nyhof Poel each acknowledged
said instrument to be the free act and deed of said municipal corporation.

K. T. Vanden Bosch, Notary Public
Ottawa County, Michigan

My Commission expires: Dec 29, 1944

STATE OF MICHIGAN
COUNTY OF OTTAWA

Received for record...[illegible]...day of

Dec. A.D. 19...[illegible]

o'clock, A.M., and the recorded in Lib...[illegible]

Robert J. Kremer
REGISTER OF DEEDS