



VILLAGE OF SUTTONS BAY
Village Council Regular Meeting
420 N. Front Street, Suttons Bay, MI 49682
August 19, 2024 5:30 p.m.

Agenda

1. Regular Meeting Called to Order
2. Roll Call
3. Consent Agenda
 - a. Approval of Minutes- July 15, 2024 Regular Meeting & July 29, 2024 Special Meeting Minutes
 - b. Payment of Invoices
4. Agenda Approval
5. Public Comment / Communication (please limit to no more than three (3) minutes)
6. Unfinished Business
7. New Business
 - a. VSB-2024-41 Granicus Report
 - b. VSB-2024-42 Amendment #13 of Ordinance 2 of 2018 Z-2024-02 SFWD Amendment(s)
 - c. VSB-2024-43 Amendment #14 of Ordinance 2 of 2018 Z-2024-03 Wetland Ordinance Language
 - d. Resolution to accept Waterway Grant WW24-0009
 - e. VSB-2024-39 Ordinance 4 of 2024 Managers Ordinance Amendment
 - f. VSB-2024-40 Personnel Policy Amendments
 - g. Managers Employment Contract
8. Special Committee Reports/Staff Reports
9. Good of the Order (Council Member **Comments**)
10. Public Comment (please limit to no more than three (3) minutes)
11. Adjournment

If you are planning on attending this meeting and are disabled requiring any special assistance, please notify the Village Clerk by calling 231.271.3051 or by email suttonsbay@suttonsbayvillage.org as soon as possible.



VILLAGE OF SUTTONS BAY
420 N FRONT STREET, SUTTONS BAY, MI 49682
VILLAGE COUNCIL REGULAR MEETING
MINUTES OF July 15, 2024

The meeting was called to order at 5:30 p.m. by President Lutke.

Present: Bahle, Case, Christensen, Lutke, Smith, and Yoder
Absent: Suppes
Staff present: Petroskey, Larrea, and Deputy John Donohue

Consent Agenda

Lutke moved, Case seconded, CARRIED, to approve the Consent agenda as presented. The July 15, 2024 Village Council meeting minutes are approved. The payment of invoices is approved.
Ayes: 6, No: 0.

Agenda approval

Yoder moved, Case seconded, CARRIED, to approve the agenda as presented. Ayes: 6, No: 0.

Public comment:

Donna Popke spoke support for placing sculptures in the park.
Chava Bahle would like to see usage patterns prior to placing anything new in the park.

VSB 2024-35 Resolution to accept Waterway Grant WW24-0008

Larrea noted that this Resolution addressed the waterway grant the Village received for the bathroom improvements. The grant requires the council to officially accept the grant.
Smith moved, Bahle seconded, CARRIED, with an affirmative unanimous roll call to adopt Resolution 6 of 2024 accepting Michigan Waterways Grant WW24-008 as presented. Vote:
Ayes: 6, No: 0.

VSB-2024-36 Resolution to Adopt the Leelanau County Hazard Mitigation Plan

Larrea stated that each municipality has adopted the plan and that it had been reviewed by FEMA and the State of Michigan. Yoder moved, Smith seconded, CARRIED, with an affirmative unanimous roll call to adopt Resolution 7 of 2024 adopting the Leelanau County Hazard Mitigation Plan. Vote: Ayes: 6, No: 0.

Appointment of Village Clerk

Larrea stated that the Council is responsible for appointing the Village Clerk. Larrea indicating that he has hired Maryann Korson for a part time position as the office assistant and is recommending the appointment of Dorothy Petroskey as the Village Clerk. Christensen moved, Yoder seconded, CARRIED, to appoint Dorothy Petroskey as Village Clerk. Vote: Ayes: 6, No: 0.

Staff reports

Larrea congratulated Paul Whiteford and Lou Bufka on receiving their waterworks system licenses from the DEQ. Paul received his D4 and S3 license and Lou received his S3.

Good of the Order

Bahle and Smith indicated they would like a report on how Granicus is working out and the status of short-term rentals/complaints/violations in the Village. Case stated he would like to see the porta johns relocated at Waterwheel Park. He also would like to rename the park. Christensen and Lutke echoed congratulations to Paul and Lou on receipt of their licenses. Council noted that Deputy Donohue has had a busy summer and has been doing a great job.

Public comment

Mary Forton stated she is concerned with the changes on Stratton Way. She would like the no thru traffic signs removed. Bill Crackel congratulated Paul and Lou and gave kudos to Deputy Donohue. In addition, Mr. Crackel requested the drainage issues be addressed on St Marys Street. Crackel added that he has had no issues with short-term rentals this year. Donna Popke stated that short term rentals take away housing stock for families.

The meeting adjourned at 5:50 p.m.

Meeting minutes submitted by Dorothy Petroskey.



VILLAGE OF SUTTONS BAY
420 N FRONT STREET, SUTTONS BAY, MI 49682
VILLAGE COUNCIL SPECIAL MEETING
MINUTES OF JULY 29, 2024

The meeting was called to order at 8:00 a.m. by President Lutke.

Present: Bahle, Case, Christensen, Lutke, Smith, Suppes and Yoder
Staff present: Petroskey and Larrea

Contract-Walsh Municipal Services

Lutke stated that the manager's contract is set to expire on December 31, 2024. In an effort for neutral negotiation, the Village attorney is recommending a 3rd party negotiate the same.

Yoder recommended a two-person committee be appointed to work with the Village Manager. Case noted it is important to move forward on renewing a contract and he would like to keep the relationship going. Lutke noted that he would like to see a third-party kick start the negotiations. Christensen agreed and stated she wanted to do the right thing by Larrea and the Village. Suppes stated he would like to get the expert's advice and then negotiate a contract. He added that the Council seeks out experts for other projects, why not for this. Smith agreed that it was the Council's fiduciary responsibility however, it is important to hear from the experts.

Yoder moved, Bahle seconded, CARRIED, to cease further activity on hiring a consultant as it is the fiduciary responsibility of the council to negotiate with the Village Manager on a new contract. Roll Call Vote: Ayes: 1, No: 6.

Bahle moved, Christensen seconded to accept the contract with Frank Walsh to work with the council's leadership team to negotiate the Village Manager's contract.

Larrea stated that he appreciated the special meeting and stated he would like to see a contract in place soon as his is set to expire at the end of the year.

Council members discussed a possible time line for a contract. Council members suggested Walsh be given a timeline to provide a possible contract.

Bahle moved, Christensen seconded to amend the previous motion to accept the contract with Frank Walsh to work with the council's leadership team to negotiate the Village Manager's contract with a proposal no later than August 16, 2024. Ayes: 7, No-0

Council members determined that Christensen and Suppes will serve as the Leadership team to work with Frank Walsh.

The meeting adjourned at 8:45 p.m.

Meeting minutes submitted by Dorothy Petroskey, Clerk.


Check Date	Check	Vendor Name	Description	Amount
Bank GEN FIFTH THIRD CHECKING				
07/17/2024	19246(E)	STATE OF MICHIGAN - TREASURY	ADDT'L GAS TAX FOR JUNE 2024, PD JULY \$4	44.32
07/17/2024	47327	NORTHERN BUILDING SUPPLY, LLC	NLVILL10-015 MULTIPLE JUNE 2024	514.17
07/17/2024	47328	FERGUSONS LAWN EQUIP.	CUST # 7057 BALL BEARINGS	29.28
07/17/2024	47329	BECKETT & RAEDER	PROFESSIONAL SRVS APR/MAY 2024	1,022.70
07/17/2024	47330	WILL CASE	BWH DEPOSIT REFUND	100.00
07/17/2024	47331	THE HOME CITY ICE COMPANY	CUST# 235782 ICE BOX RENTAL	424.00
07/17/2024	47332	WINDEMULLER	PLC UPGRADES INV#5 FINAL PAYMENT	7,921.20
07/24/2024	47333	ART'S AUTO AND TRUCK PARTS INC	CUST# 20090 OIL FILTER/OIL	175.28
07/24/2024	47334	BAYSHORE OIL & PROPANE	920.7 GALS @ 4.02 REC 90	19,715.00
07/24/2024	47335	CITY OF TRAVERSE CITY	HAZMAT PARTICIPANT FEE 2024	395.00
07/24/2024	47336	GEI CONSULTANTS	WATERWHEEL STREAM RESTORATION	65,854.38
07/24/2024	47337	GOOD NATURE GARDENS, INC	GARDEN MAINTENANCE JULY 20-24	112.50
07/24/2024	47338	INTEGRITY SOFTWARE SYSTEMS	TREND MICRO/SECURITY	244.00
07/24/2024	47339	KAL EXCAVATING CO	FILL SAND	1,020.00
07/24/2024	47340	KDP RETIREMENT PLAN SVCS, INC	QTRLY ESTIMATE 4/2024-6/2024	270.00
07/24/2024	47341	DAVID STRICKLAND	TRANSIENT REFUND	178.00
07/24/2024	47342	NETLINK BUSINESS SOLUTIONS	CUST# SBAYVILL TONER	61.00
07/24/2024	47343	SECURITY SANITATION, INC	BAHLE PARK PORTA JOHN	120.00
07/24/2024	47344	SIGNPLICITY	VILLAGE HALL SIGN	1,684.11
07/24/2024	47345	STANDARD INSURANCE COMPANY	642946 0117 AUGUST PREMIUM	395.43
07/24/2024	47346	WALSH MUNICIPAL SERVICES	CONTRACT OVERVIEW	900.00
07/31/2024	19247(E)	CONSUMERS ENERGY	MULTIPLE ACCTS JULY 2024	5,170.24
07/31/2024	19248(E)	CHERRYLAND ELECTRIC	ELEC 5-13 TO 6-13-24	140.52
07/31/2024	19249(E)	AMAZON	TONER CARTRIDGE MARINA	68.68
07/31/2024	19250(E)	AMAZON	HOSE FITTINGS	88.65
07/31/2024	19251(E)	AMAZON	ENERGIZER AA BATTERIES	11.99
07/31/2024	19252(E)	AMAZON	ENERGIZER AA BATTERIES/3V LITHIUM BATTER	23.98
07/31/2024	19253(E)	CHARTER COMMUNICATIONS	ACCT # *8513 146 S SHORE	204.97
07/31/2024	19254(E)	CHARTER COMMUNICATIONS	ACCT 071424 MARINA 326 N FRONT ST	139.99
07/31/2024	19255(E)	CHARTER COMMUNICATIONS	ACCT # 070724 VILLAGE 665 N FRONT	119.98
07/31/2024	19256(E)	CHARTER COMMUNICATIONS	ACCT # 070724 VILLAGE 420 W FRONT ST	159.98
07/31/2024	19257(E)	MICHIGAN RETAILERS SERVICES	ID# 46597-001 PREMIUM JULY	453.99
07/31/2024	19258(E)	CHARTER COMMUNICATIONS-NATL	ACCT# 103479401 JULY 2024	129.98
07/31/2024	19259(E)	VISION SERVICE PLAN	ACCT # 30017164001 AUG PREM	187.19
07/31/2024	19260(E)	WELLS FARGO FINANCIAL LEASING	COPIER 6/12-7/11/24	72.92
07/31/2024	19261(E)	ADOBE	MANGU SOFTWARE	21.19
07/31/2024	19262(E)	BRIGHTSPEED	TELEPHONE SERVICE-MULTIPLE JULY 2024	679.40
07/31/2024	19263(E)	BRIGHTSPEED	TELEPHONE SERVICE-JUNE 2024 1522 RICHTER	206.00
07/31/2024	19264(E)	FIFTH THIRD BANK	BANK FEES JULY 2024	228.33
07/31/2024	19265(E)	STAPLES	MISC OFFICE SUPPLIES	91.99
07/31/2024	19266(E)	VISTA PRINT	BUSINESS CARDS	103.95
08/01/2024	47347	GRAINGER	ACCT# 871012852 6" ADAPTOR	537.42
08/01/2024	47348	ART'S AUTO AND TRUCK PARTS INC	BATTERY/CORE RETURN	437.07
08/01/2024	47349	COUNTY OF LEELANAU	POLICE PERSONNEL/MILEAGE APR 24	21,627.97
08/01/2024	47350	AIRGAS USA, LLC	LEASE CYCLE RENEWALS	378.91
08/01/2024	47351	BAYSHORE OIL & PROPANE	430 GALS REC 90 @ 3.98	19,794.09
08/01/2024	47352	DORNBOS SIGN AND SAFETY, INC	NO OVERTNIGHT PARKING	481.76
08/01/2024	47353	GRAHAM ELECTRIC MOTOR SERVICE	CUST# 369750 GENERATOR DPW	28,986.66
08/01/2024	47354	THE HOME CITY ICE COMPANY	148 BAGS ICE/DELIVERY	298.70
08/01/2024	47355	MICHIGAN ASSOCIATION OF PLANNING	PLANNING CONFERENCE 2024	440.00
08/01/2024	47356	MICHIGAN PIPE & VALVE	CUST# 0001710 SCH40 DWV	286.00
08/01/2024	47357	NUTRIEN AG SOLUTIONS	12-12-12 MISC #50	22.83
08/01/2024	47358	MARK ADAMSKI	50 REFUND TRANSIENT SLIP	139.00
08/01/2024	47359	MICHIGAN MUNICIPAL LEAGUE	UIA EMPLOYER NO. 801-119 QTR ENDING 6-30	2.53
08/01/2024	47360	MR CLEAN	JUNE CLEANING SERVICE	296.85
08/01/2024	47361	MUNICIPAL UNDERWRITERS OF WEST	ANNUAL PAR PLAN PREMIUM 2024	25,385.00
08/01/2024	47362	MI WATER ENVIRONMENT ASSOC	MEMBERSHIP DUES #1646	95.00

Check Date	Check	Vendor Name	Description	Amount
08/01/2024	47363	SECURITY SANITATION, INC	PORTA JOHN RENTAL WATERWHEEL	980.00
08/13/2024	47364	DC COLLECTIVE GROCER	WATER SUPPLIES	2.50
08/13/2024	47365	ART'S AUTO AND TRUCK PARTS INC	MOTOR POOL SUPPLIES	202.41
08/13/2024	47366	NORTHERN BUILDING SUPPLY, LLC	ACCT#NLVIL10-015	83.75
08/13/2024	47367	FERGUSONS LAWN EQUIP.	CUST # 7057 POLY BELT EX MARK	75.77
08/13/2024	47368	LEELANAU ENTERPRISE	LEGAL NOTICE ZONING AMENDMENTS	159.00
08/13/2024	47369	BAYSHORE OIL & PROPANE	1375.5 GALS @ 3.98 REC 90	20,884.45
08/13/2024	47370	GOOD NATURE GARDENS, INC	GARDEN MAINTENANCE AUGUST 20024	112.50
08/13/2024	47371	INTEGRITY SOFTWARE SYSTEMS	TECHNICAL SUPPORT/TROUBLESHOOT	373.75
08/13/2024	47372	KAL EXCAVATING CO	HARDWOOD MULCH	170.00
08/13/2024	47373	BEN ROBINSON	TRANSIENT REFUND LESS PROCESS FEE	87.00
08/13/2024	47374	NUTRIEN AG SOLUTIONS	FERTILIZER	24.03
08/13/2024	47375	BRIAN COWELS	TRANSIENT REFUND	122.00
08/13/2024	47376	KRISTEN HOWE	TRANSIENT REFUND PD TWICE	124.00
08/13/2024	47377	JAMES BOUWENS	REFUND TRANSIENT 1 NIGHT	59.00
08/13/2024	47378	MR CLEAN	JULY CLEANING SERVICE	340.00
08/13/2024	47379	NETLINK BUSINESS SOLUTIONS	3 MO. MAINTENANCE	435.36
08/13/2024	47380	DOROTHY PETROSKEY	OFFICE SUPPLIES	99.60
08/13/2024	47381	PURE WATER WORKS	1522 COOLER RENTAL	51.00
08/13/2024	47382	USABUEBOOK	CUST# 820127 MARKING FLAGS	106.71
08/14/2024	19267 (E)	CONSUMERS ENERGY	MULTIPLE ACCTS	5,925.44
08/14/2024	19268 (E)	CHERRYLAND ELECTRIC	ACCT# 8364410 1522 RICHTER ROAD	124.94
08/14/2024	19269 (E)	DTE ENERGY	MULTIPLE ACCTS JULY 2024	619.42
08/14/2024	19270 (E)	AMAZON	HEADPHONES/WEBCAM OFFICE COMPUTERS	137.88
08/14/2024	19271 (E)	AMAZON	TAPE MEASURES	48.98
08/14/2024	19272 (E)	AMAZON	TWIST MOPS	63.84
08/14/2024	19273 (E)	AT&T MOBILITY	CELL PHONE-MULTIPLE ACCTS JULY 2024	487.68
08/14/2024	19274 (E)	BARN OWL TECH	CAMERA DATA USAGE BAHLE PARK	38.75
08/14/2024	19275 (E)	CHARTER COMMUNICATIONS	ACCT# 82841312200008513 146 S SHORE	204.97
08/14/2024	19276 (E)	DORNBOS SIGN AND SAFETY, INC	PARK /PARKING SIGNS	263.25
08/14/2024	19277 (E)	FIFTH THIRD BANK	BANK FEES AUGUST 2024	295.67
08/14/2024	19278 (E)	FIRST INTERNET BANK OF INDIANA	FIPFC - SUTTONS BAY, MI 2018- 3013-39801	68,187.50
08/14/2024	19279 (E)	GFL ENVIRONMENTAL	326 FRONT STREET AUG 2024	249.75
08/14/2024	19280 (E)	GFL ENVIRONMENTAL	1520 RICHTER ROAD AUG 2024	319.47
08/14/2024	19281 (E)	PITNEY BOWES	3RD QTR LEASE PAYMENT 2024	140.10
08/14/2024	19282 (E)	PITNEY BOWES - PURCHASE POWER	ACCT# 8000909002229933 POSTAGE	441.00
08/14/2024	19283 (E)	PITNEY BOWES - PURCHASE POWER	POSTAGE DUE	4.58
08/14/2024	19284 (E)	PRIORITY HEALTH	GROUP 784340 2024 AUG PREMIUM	7,654.45
08/14/2024	19285 (E)	WELLS FARGO FINANCIAL LEASING	CONT# 60302144390000 7-15 TO 8-11	72.92

GEN TOTALS:

Total of 96 Disbursements:

318,467.50

		VILLAGE OF SUTTONS BAY REPORT VSB -2024 - 41	
Prepared:	August 12, 2024	Pages:	1 of 1
Meeting:	August 19, 2024	Attachments:	<input checked="" type="checkbox"/>
Subject:	Granicus Report		

PURPOSE

To provide a yearly understanding of data incurred by Granicus.

OVERVIEW


At the July 15th Village Council meeting councilmembers requested a Short-Term Rental (STR) update as we work our way through our first year of using Granicus. This report, although brief and with limited data, should provide council members with a *starting point* to compare next year’s information. Being that this topic is of interest to all VC members we will provide yearly updates on this topic.

The breakdown is as follows:

	STR’s	Bed & Breakfast	30-Day Rental
Prior to Attrition	65	3	2
Since Attrition - Compliant	58	2	2
Identified Non-Compliant	1	0	2
Complaints via Granicus	0	1	0
Complaints via Village	2	0	0
Enforcement Letters	1	0	0
Stop & Desist	0	0	0
Total Compliant	58 of 59	5	2

CONCLUSION

The first year of using the new STR service was certainly challenging for both the service and Staff. However, we are now receiving the service we anticipated and due to the prolonged difficulties, we did receive a partial refund on our fee. We are curious to see how the numbers develop over this next year and thankful for Dorothy’s hard work.

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2024 - 42	
Prepared:	August 12, 2024	Pages:	1 of 1
Meeting:	August 19, 2024	Attachments:	<input checked="" type="checkbox"/>
Subject:	Proposed Zoning Amendment - Single Family Waterfront District		

PURPOSE

To consider the attached zoning amendments to the Single-Family Waterfront District.

OVERVIEW

The proposed zoning amendments are attached along with reports from the Village Planner and minutes of the planning commission meeting of July 24, 2024. Following a public hearing the Village Planning Commission has recommended adoption of the same.

CONCLUSION

If the VC is satisfied with the information provided, a motion to approve, deny, or postpone action on zoning ordinance amendment Z-2024-02 (Amendment 13 of Ordinance 2 of 2018) would be appropriate.



VILLAGE OF SUTTONS BAY
PLANNING COMMISSION
SPECIAL MEETING
Meeting Minutes of July 24, 2024
420 N. Front Street
Suttons Bay, MI 49682

The meeting was called to order at 5:00 p.m. by Chairperson Hetler.

Present: Feringa, Hetler, Hylwa, Pontius, D. Smith
Absent: F. Smith
Staff present: Petroskey, Patmore and Kopriva
Guests: Dusty Christensen, Land Use Consultant representing Bahle Enterprises, LLC,
Rich Bahle & Lois Bahle

Approval of Agenda

Hylwa moved, Smith seconded, CARRIED, to approve the agenda as presented.
Ayes: 5, No: 0.

Conflict of Interest: None

Approval of Minutes

Hylwa moved, Feringa seconded, CARRIED, to approve the Planning Commission meeting minutes of June 12, 2024 as presented. Ayes: 5, No: 0.

Public Comment/Written Communications

The Leelanau County Planning Commission report was provided to the planning commission members for their review.

Wetland Ordinance Language-Public Hearing

Kopriva referred to her report dated July 19, 2024, found in the packet regarding the amendment(s) to Article 2-6 (G) and the wetland definition in Article 20-1. Chair Hetler opened the public hearing at 5:05 pm and hearing no comments closed the public hearing at 5:06 p.m. The commission members having no further discussion reviewed the criteria of Article 18-3 to see if the amendment meets the criteria of a zoning amendment. The committee agreed upon the following:

- The proposed text amendment will clarify the intent of the ordinance and help with further enforcement of the Zoning Ordinance.
- The amendment will correct an oversight of the ordinance by further defining language to help with enforcement and implementation of the Zoning Ordinance.
- The proposed text amendment is not in response to any State legislation, recent case law or opinions from the Attorney General.
- The proposed amendment would not promote compliance with changes in other County, State or Federal regulations.
- The amendment does not add a use to a district.
- The amendment does not create incompatible land uses.
- There does not appear to be any conflict with any other reports, studies, or other documents.
- The amendment is only related to definitions and clarifications. There is no impact on public facilities.
- The proposed text amendments are consistent with the Village's desire to protect the public health, safety and welfare of the community.

Feringa moved, Hylwa seconded, CARRIED, to recommend that the Village Council approve amendments to Sec 2-6 of the Zoning Ordinance and the wetland definition in Article 20 as they meet the requirements of Section 18-3 of the zoning ordinance and it specifically clarifies language and is consistent with the intent and purpose of the master plan and zoning ordinance. Ayes: 5, No: 0.

Zoning Ordinance Amendment Request-Single Family Waterfront District Amendments- Public Hearing

An application of an amendment to the Single-Family Waterfront Residential (SFWR) zoning district was received from applicants Bahle Properties, LLC. The amendment proposes to change the intent section and reduce the spatial (setbacks and minimum lot) requirements in the SFWR district. Below are changes requested in brief:

1. Remove minimum lot depth
2. Reduce minimum width/frontage from 100 feet to 90 feet
3. Reduce street setback from 25 feet to 20 feet
4. Change intent from "larger lots at lowest density, close to half-acre minimum lot size to "on waterfront lots"

Chair Hetler opened the public hearing at 5:10 p.m.:

Dusty Christensen spoke on behalf of the applicants and stated that they would like to move forward with all four requests presented. Christensen added that two of the properties in question already has an extra sewer line that was placed a number of years ago.

Commissioner Smith asked why the applicant was asking for 90' width and not another number. The applicant stated that they felt it was a good middle ground number.

Zoning Administrator Patmore stated he was concerned about eliminating depth as it could create non-conforming parcels that would lead to putting pressure on the ZBA.

The Public hearing closed at 5:45p.m.

Kopriva referred to her report dated July 19, 2024, found in the packet regarding the amendment(s) to the single-family waterfront district. Commission members issued concerns regarding South Shore Road and reduces the front setback. Commission members noted that there is no sidewalk and a reduction in setbacks could infringe on the right of way. The commission members having no further discussion reviewed the criteria of Article 18-3 to see if the amendment meets the criteria of the requested zoning amendments. The committee agreed upon the following:

- The proposed text amendment would not clarify the intent of the ordinance as the criteria does not apply.
- The amendment would correct an oversight of the ordinance. The commission noted concerns that the proposed changes could increase requests to the ZBA by creating a lot that can't be built on as it will be a self-created situation and it should be viewed as such.
- The proposed text amendment is not in response to any State legislation, recent case law or opinions from the Attorney General and this statement does not apply.
- The proposed amendment would not promote compliance with changes in other County, State or Federal regulations as this statement does not apply.
- The amendment does not add a use to a district.
- The amendment does not create incompatible land uses.
- There does not appear to be any conflict with any other reports, studies, or other documents.
- The amendment is only related to definitions and clarifications. There is no impact on public facilities.
- The proposed text amendments are consistent with the Village's desire to protect the public health, safety and welfare of the community.

Feringa moved, D. Smith seconded, CARRIED, to recommend that the Village Council adopt the amendments to the Single-Family Waterfront District of the Zoning Ordinance as requested by the applicant as they meet the requirements of Section 18-3 of the zoning ordinance and specifically the amendment does not add a use, does not create incompatibilities, potentially will reduce non-conformities, and support the general public health, safety and welfare, as well as supported findings and reports included with application and packet. The intent is not to create opportunities for variance requests to allow for larger structures on lots that are self-

created when a building envelope exists for a dwelling that meets the minimum requirements of the ordinance. Ayes: 5, No: 0.

Pontius left the meeting at 6:30 p.m.

Reports

Zoning Administration Report

The Zoning Administration report was submitted and can be found in this packet.

Patmore stated that he has been very busy and has also issued some land use permits for Harbor Heights.

Village Council Report: D. Smith indicated that the Village Council accepted waterways grant for bathroom reconstruction, adopted the Leelanau County Hazard Mitigation Plan and appointed Petroskey as Clerk.

Good of the Order

Commissioner D. Smith would like height/stories in the Single-Family Waterfront District discussed at a future meeting.

Next Regular Meeting is August 14, 2024.

The meeting adjourned at 6:45 p.m.

Meeting minutes submitted by Dorothy Petroskey, Clerk.

Date: 07.19.2024
From: Sara Kopriva, AICP
To: Suttons Bay Planning Commission
Project: Amd 24-01 SFWR District Regulations

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initiative

Possible Motion: Motion to recommend/not recommend approval to Village Council for changes to the SFWR zoning district as it meets/does not meet the standards of the ordinance.

At the June meeting, the Planning Commission discussed changes to the SFWR zoning district as proposed by the applicant. Following discussion, the Planning Commission wished to seek input from the public regarding proposed changes.

Attached is last month's memo with staff calculations on existing lots, as well as the application for the request.

Below are the criteria for evaluating a zoning amendment from the Zoning Ordinance. Following the public hearing, the Planning Commission will need to review the criteria to determine if the amendment meets the requirements of the ordinance.

Section 18-3 Zoning Ordinance Amendments

C. *Criteria for Text Amendments.* The following guidelines shall be used by the Planning Commission, and may be used by the Village Council, in consideration of amendments to the Zoning Map:

1. The proposed text amendment would clarify the intent of the ordinance.
2. The proposed text amendment would correct an error or oversight in the ordinance.
3. The proposed text amendment would address changes to the State legislation, recent case law or opinions from the Attorney General of the State of Michigan.
4. The proposed text amendment would promote compliance with changes in other County, State or Federal regulations.

Beckett & Raeder, Inc.
515 West William
Suite 101
Ann Arbor, MI 48103

734.663.2642 ext
734.663.5759 fax

www.br-r.com

Petoskey Office
113 Howard Street
Petoskey, MI 49770

231.347.2523 ext
231.347.2524 fax

Traverse City Office
148 East Front Street
Suite 207
Traverse City, MI 49684

231.943.8444 ext
231.944.1629 fax

Grand Rapids Office
5311 Cascade Road SE Suite
300
Grand Rapids, MI 49548

616.585.1275 ext

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initiative

5. In the event the amendment will add a use to a district, that use shall be fully consistent with the intent of the district and the character of the range of uses provided for within the district.
6. The amendment will not create incompatible land uses within a zoning district, or between adjacent districts.
7. The proposed text amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements and similar technical items.
8. As applicable, the proposed change shall be consistent with the Village's ability to provide adequate public facilities and services.
9. The proposed change shall be consistent with the Village's desire to protect the public health, safety, and welfare of the community.

Date: 06.10.2024
From: Sara Kopriva, AICP
To: Village of Suttons Bay Planning Commission
Project: Amd 24-01 SFWR District Regulations

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Next Steps: Motion to schedule a public hearing

At the May Planning Commission meeting, the Planning Commission began review of the requested zoning amendment. During the discussion, additional questions were asked about the zoning district requirements. Included is language from the current Master Plan as well as additional details on the existing parcels with the Waterfront Residential zoning district.

The single family waterfront residential (SFWR) district is included in the Shoreline Residential future land use district in the Master Plan. Below is the language that describes the Shoreline Residential district from page 34.

Shoreline Residential

The Shoreline Residential category includes residential developments that occur along shorelines. These developments incorporate techniques which help minimize the potential negative environmental and aesthetic impacts on the water resource. For example, shoreline buffers that help prevent erosion and filter storm water run-off is an encouraged design feature of new residential developments. In addition, developments that provide visual access to the water, pedestrian paths, public parks, and open space are preferred over developments that "wall off" the community from the water resource.

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1140 East Poinsett
Suite 201
The Village of Orange, NC 27558

252-687-1400
252-687-1100

Waukegan Office
52111 Cassin Road SE
Suite 300
Waukegan, IL 60087

815-262-1240



Statistic from existing parcels

- 48 parcels were analyzed along the water in the southern section of the Village (SW Bay Shore Dr & Shore Dr)
- 16 parcels are split by a road in some manner (parcel size .55 ac to 5.71 ac)

- 10 parcels would be allowed the minimum of 2,500 sq ft for lot coverage. (30% lot coverage based on their lot size would be less than 2,500 sq ft)

	Acreage	Water Setback	Road Setback	Lot Width at Road	Lot Width at Water	Depth of Property
Average	.72	71	59	139	125	213
High	5.71	328	226	1022	493	1020
Low	.07	15	21	31	21	72
Most Frequent	.41 (3 parcels)	150 (3 parcels)	37 (4 parcels)	106 (4 parcels)	97 (3 parcels)	136 (3 parcels)

Again, this is an application of an amendment to the Single Family Waterfront Residential (SFWR) zoning district has been received by the Village. This is similar to an amendment request that the Village received in 2019 and determined to take no action on. Minutes and report were attached to previous packets.

This amendment proposes to change the intent section and reduce the spatial (setbacks and minimum lot) requirements in the SFWR district. The applicants complete report is attached, below are the changes in brief.

1. Remove minimum lot depth
2. Reduce minimum width/frontage from 100 ft to 90 ft
3. Reduce street setback from 25 ft to 20 ft
4. Change intent from "larger lots at lowest density...close to half-acre minimum lot size" to "on waterfront lots"

Below is the criteria for evaluating a zoning amendment from the Zoning Ordinance. Following initial review by the PC, a public hearing is required.

Section 18-3 Zoning Ordinance Amendments

C. *Criteria for Text Amendments.* The following guidelines shall be used by the Planning Commission, and may be used by the Village Council, in consideration of amendments to the Zoning Map:

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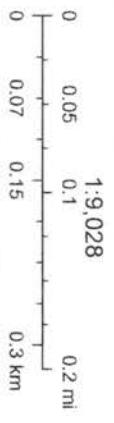
1. The proposed text amendment would clarify the intent of the ordinance.
2. The proposed text amendment would correct an error or oversight in the ordinance.
3. The proposed text amendment would address changes to the State legislation, recent case law or opinions from the Attorney General of the State of Michigan.
4. The proposed text amendment would promote compliance with changes in other County, State or Federal regulations.
5. In the event the amendment will add a use to a district, that use shall be fully consistent with the intent of the district and the character of the range of uses provided for within the district.
6. The amendment will not create incompatible land uses within a zoning district, or between adjacent districts.
7. The proposed text amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements and similar technical items.
8. As applicable, the proposed change shall be consistent with the Village's ability to provide adequate public facilities and services.
9. The proposed change shall be consistent with the Village's desire to protect the public health, safety, and welfare of the community.

Leelanau Parcel Viewer



6/10/2024, 1:25:08 PM

-  Roads
-  Sections
-  Subdivisions & Condos
-  Government Lots
-  Tax Parcels



Esri, Community Maps Contributors, GTC Equalization/SIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeSoftware

This map is prepared by Leelanau County for reference purposes only. Leelanau County is not liable for any errors that may be found in this map.

January 25, 2024

Sara Kopriva, Zoning Administrator
Village of Suttons Bay
PO Box 395
Suttons Bay, MI 49682

Re: Zoning Ordinance Amendment Request

Ms. Kopriva,

On behalf of the applicant, Bahle Properties, LLC, the following represents proposed amendments to the language of the Suttons Bay Village Zoning Ordinance (Ordinance) for the consideration of the Planning Commission and Village Council. The proposed amendments are intended to reduce the prevalence of nonconforming lots within the Single-Family Waterfront Residential (SFWR) zoning district and limit the need for variances related to dimensional standards in the zoning district. Specific Ordinance language referenced below is shown in *italic text*, text to be removed shown in ~~strikethrough~~, and with proposed language shown in **bold italic text**.

Section 4-1 Intent and Purpose

Update intent language to reflect proposed changes to dimensional standards in the SFWR zoning district.

*C. Single-Family Waterfront Residential (SFWR). The SFWR district accommodates single-family detached development **on waterfront lots within the Village.** ~~on larger lots at the lowest density of the Zoning Ordinance, close to a half-acre minimum lot size.~~*

Section 4-3 Spatial Requirements

Modify Table 4-3 as shown on the following page to change dimensional standards in the SFWR district.

Table 4-3 Spatial Requirements - Residential Districts

Residential Districts	Min. Depth (ft.)	Min. Width/Frontage	Setbacks (feet)					Height of Primary (feet)	Stories	Building Coverage	Max. Impervious Coverage
			Primary Street Front	Side Street Front	Side	Rear/Alley	Lake Michigan				
CR	100	40/40	15-25 ¹	6 ²	6	10	-	30	2.5	40%	50%
NVR	100	80/40	15	15	15	15	-	30	2.5	30%	40%
SFWR	200	100/100 90/90	25 20	25	15		50	30 (street) 40 (lowest grade)	2.5	Greater of 30% or 2,500 SF	Greater of 30% or 2,500 SF
HR	100	100/20	40	40	40	40	-	30, 40 for dwellings with walk out basement	2.5	Lesser of 40% or 8,000 SF	Lesser of 50% or 10,000 SF
WC	150	200/200	35	35	Lesser of 35 or height of bldg.		50	35	2.5	0.25	0.4

¹ For the CR district, the minimum setback is 15 feet and the maximum setback is 25 feet.

² The six (6) foot Secondary Street Front Setback is only applicable to the side of dwellings on corner lots. For instance, setbacks from Madison, Jefferson, Park, Adams, Grove, and Concord Streets may only be six (6) if the home faces the other street (Broadway, Lincoln, St. Mary's, Race, and Stratton). If facing the secondary street, two primary street front setbacks shall apply.

It should also be noted that the proposed amendments to Table 4-3 will necessitate changes to Figure 4-2 to illustrate the proposed changes to dimensional standards.

Proposed Amendments – Narrative and Discussion

Members of the Planning Commission may recall that a similar Ordinance amendment request was made for the SFWR district in 2019. That proposed amendment was contemplated by the Planning Commission for over one year and resulted in multiple Village staff reports (Reports VSB-2020-10, VSB-2020-42, and VSB-2020-52) outlining several potential options for the Planning Commission to consider. Ultimately, the Planning Commission decided to take no action on the amendments proposed at that time.

In the time following this 2020 decision, the applicant has reassessed their options related to properties that they own within the SFWR zoning district and determined that a modified Ordinance amendment request would be the best course of action to meet their specific objectives while also addressing demonstrated issues within the current Ordinance. The applicants own two parcels with water frontage that are divided by existing road rights-of-way and have split zoning. The waterfront portions of these parcels (zoned SFWR) are similar in size to a majority of the lots that currently exist within the SFWR district, but can't be split from the parent parcels due to the current dimensional standards within the Zoning Ordinance. Adoption of the proposed Ordinance

amendments would benefit the applicant by making these potential lot splits viable, and also benefit the Village by reducing nonconformities on a large portion of the lots within the SFWR district.

Nonconformity and Dimensional Variances

As discussed previously in this document and in Village Report VSB-2020-10, changes to the Village Zoning Ordinance made in 1974, 1991, 2006, and 2018 have created a situation where a large portion of the parcels within the SFWR district do not conform to relevant dimensional standards. General best practices for community planning discourage zoning amendments that increase nonconformity, primarily to prevent the need for variance requests as part of the completion of standard, allowed development and construction. A variance is essentially a license to violate a specific Ordinance standard or regulation and improper or overuse of the variance process can undermine the integrity of an entire zoning ordinance. The *Michigan Zoning Guidebook for Citizens and Local Officials*, by Mark Wyckoff, FAICP, notes that “When a zoning board of appeals considers a variance, it is important that the board keep in mind that the variance authority is designed to provide relief to a property owner from an ordinance requirement that is uniquely affecting that property owner.” (emphasis added) When ordinance regulation changes result in a large percentage of nonconforming parcels within a zoning district, those regulations are no longer unique as they impact many pieces of property and become common. Wyckoff continues to state that when considering variances “If the ZBA finds that the problem is not unique, but common, amending the ordinance or a rezoning should be pursued by the applicant.” The applicants have attempted to initiate such amendments/rezoning with previous requests and continue to feel that this option best serves their needs, the owners of lots within SFWR district, and the Village.

Minimum Lot Depth

It is proposed that the Ordinance be amended to remove the minimum lot depth within the SFWR district. The current minimum lot depth permitted for lots within the SFWR district is 200’ which, according to rough measurements completed by Mansfield Land Use Consultants, only four (4) SFWR parcels meet. This represents only 9.3% of the 43 lots measured in the district. Due to the SFWR district including only lots along the water being served by existing streets, physical lot depths for these properties are essentially predetermined, making this standard unnecessary. It is recognized that minimum lot depth is used by the Ordinance (in conjunction with minimum lot widths) to define minimum lot sizes within all zoning districts, but the objectives of the SFWR district can be, and are, met through other dimensional standards such as maximum lot coverage and maximum impervious surface coverage. Eliminating the minimum lot depth requirement within the SFWR district would reduce nonconformity within the district and is made feasible by the existence of municipal water and sewer service in the Village.

Existing aesthetic character within the district varies, but much of the area is characterized by small cottages on narrow lots, with many existing parcels measuring at less than 80’ in width. Parcels of such small sizes can still meet water quality protection and character objectives of the SFWR district by complying with existing minimum lot coverage standards – i.e. the smaller a lot is, the smaller an

allowed structure must be, helping to maintain the small-scale residential character of the area while still allowing for the construction of new structures and additions where permitted.

The Ordinance currently prescribes an almost half acre minimum lot size (through minimum lot width and depth standards) for SFWR lots, which only 13 lots (30.2% of total) currently meet. Village Report VSB-2020-10 notes that this lot size is relatively large for Village residential areas served by municipal sewer and water, which lots in the SFWR district are.

Minimum Lot Width

Zoning Ordinance dimensional requirement changes adopted in 2006 (and carried through the 2018 Ordinance rewrite) were noted in Village Report VSB-2020-10 as increasing nonconformity within the SFWR district, contradicting the stated intent of the Village at the time to reduce nonconformity. Reducing the required minimum lot width in the SFWR district to 90' helps bring more of the district's lots into conformity with Ordinance standards, while, in conjunction with maximum lot coverage and side setback standards, maintains the general existing residential character of the area. Village Report VSB-2020-10 also notes that "...our dimensional standards appear restrictive considering they are serviced by sewer and water." The applicant's hope is that the Planning Commission and Village Council will recognize that the nonconformities created by the changes in the Ordinance's dimensional standards over past decades have limited flexibility for property owners and increased nonconformity within the SFWR district. The proposed reduction in minimum lot width seeks to strike a middle ground between the current minimum lot width (100') and the minimum lot width prescribed by the 1974 Village Ordinance (80').

Primary Street Front Setback

Due to the generally shallow lot depths present in the SFWR district, the current 50' water setback and 25' primary street front setback render many existing structures noncompliant and significantly reduce potential buildable area on undeveloped lots. This results in a situation where a large portion of the properties within the SFWR district would require variances from the dimensional standards of the Ordinance in order to complete even minor modifications to existing structures. (See earlier portion of this document for additional information on dimensional variances) In preparation of this amendment request, existing front setbacks of existing structures in the SFWR district were measured to the degree possible utilizing County GIS property data and aerial photography. Due to the limitations of the data used for measurement existing front setbacks were able to be measured for 33 SFWR lots. Setback measurements indicate that only 18 of the 33 lots examined (54.5%) meet current front setback standards. The proposed 20' front setback is intended to provide additional conformity within the district (21, or 63.6%, of measured lots would comply) and increase buildable area on lots following increases in water setbacks while maintaining the aesthetic character intended by the inclusion of the front setback within the Ordinance.

Criteria for Ordinance Text Amendments

The following portion of this document offers responses and justification for the proposed Ordinance amendments relating to the criteria for ordinance text amendments listed in Section 18-

3 of the Zoning Ordinance. Ordinance criteria is shown in *italic text* and responses are shown in regular text.

C. Criteria for Text Amendments. The following guidelines shall be used by the Planning Commission, and may be used by the Village Council, in consideration of amendments to the Zoning Map:

1. *The proposed text amendment would clarify the intent of the ordinance.*
The proposed amendments offer slight modification to the SFWR district intent passage and would help to increase conformity of the few undeveloped parcels within the zoning district, allowing for accomplishing the intent to provide for single-family residential development in the district.
2. *The proposed text amendment would correct an error or oversight in the ordinance.*
The proposed amendments would help correct errors or oversights made during past changes to the SFWR district, as identified in Village Report VSB-2020-10. As previously discussed in this document, prior changes were intended to decrease nonconformity within the SFWR district, but actually increased levels of nonconformity.
3. *The proposed text amendment would address changes to the State legislation, recent case law or opinions from the Attorney General of the State of Michigan.*
There are no recent changes to State legislation, case law, or Attorney General opinions that are relevant to this request.
4. *The proposed text amendment would promote compliance with changes in other County, State or Federal regulations.*
There are no known changes to County, State, or Federal regulations that the proposed amendments would promote compliance with.
5. *In the event the amendment will add a use to a district, that use shall be fully consistent with the intent of the district and the character of the range of uses provided for within the district.*
No new uses are proposed within the SFWR district as part of this amendment request.
6. *The amendment will not create incompatible land uses within a zoning district, or between adjacent uses.*
As there are no new uses proposed, the amendment will not create incompatible land uses within the zoning district.
7. *The proposed text amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements, and similar technical items.*

As previously mentioned in this document, the proposed amendments are supported by the previously completed Village Report VSB-2020-10 and the recommended best planning and zoning practices outlined in the *Michigan Zoning Guidebook for Citizens and Local Officials* by Mark Wyckoff.

8. *As applicable, the proposed change shall be consistent with the Village's ability to provide adequate public facilities and services.*

As the SFWR district is served by existing infrastructure (roads, utilities, etc.), the proposed amendments do not place an undue burden on the Village's ability to provide adequate public facilities and services.

9. *The proposed change shall be consistent with the Village's desire to protect the public health, safety, and welfare of the community.*

The proposed amendments do not contemplate changes that impact the protection of the public health, safety, and welfare of the community. No new, conflicting land uses are proposed within the amendment and the proposed changes would not result in development that substantially differs from the existing conditions and character within the SFWR zoning district. Additionally, other Zoning Ordinance and regulatory agency regulations remain in place to protect human and environmental safety in the district.


The applicants and I look forward to discussing this proposal with you and the Planning Commission at an upcoming meeting and feel that the proposed amendment language will benefit not only the applicant, but the Village as a whole.

Should you have any questions, please feel free to call me at (231) 946-9310 or email me at dusty@maaeps.com.

Sincerely,
Mansfield Land Use Consultants



Dusty Christensen, LLA

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2024 - 43	
Prepared:	August 12, 2024	Pages:	1 of 1
Meeting:	August 19, 2024	Attachments:	<input checked="" type="checkbox"/>
Subject:	Proposed Zoning Amendment- Environmental Protection		

PURPOSE

To consider the attached zoning amendments to Article 2.6 Environmental Protection

OVERVIEW

The proposed Amendments are attached along with reports from the Village Planner and minutes of the planning commission meeting of July 24, 2024. Following a public hearing, the Village Planning Commission has recommended adoption of the same.

CONCLUSION

If the VC is satisfied with the information provided, a motion to approve, deny, or postpone action on zoning ordinance amendment Z-2024-03 (Amendment 14 of Ordinance 2 of 2018) would be appropriate.



VILLAGE OF SUTTONS BAY
PLANNING COMMISSION
SPECIAL MEETING
Meeting Minutes of July 24, 2024
420 N. Front Street
Suttons Bay, MI 49682

The meeting was called to order at 5:00 p.m. by Chairperson Hetler.

Present: Feringa, Hetler, Hylwa, Pontius, D. Smith
Absent: F. Smith
Staff present: Petroskey, Patmore and Kopriva
Guests: Dusty Christensen, Land Use Consultant representing Bahle Enterprises, LLC,
Rich Bahle & Lois Bahle

Approval of Agenda

Hylwa moved, Smith seconded, CARRIED, to approve the agenda as presented.
Ayes: 5, No: 0.

Conflict of Interest: None

Approval of Minutes

Hylwa moved, Feringa seconded, CARRIED, to approve the Planning Commission meeting minutes of June 12, 2024 as presented. Ayes: 5, No: 0.

Public Comment/Written Communications

The Leelanau County Planning Commission report was provided to the planning commission members for their review.

Wetland Ordinance Language-Public Hearing

Kopriva referred to her report dated July 19, 2024, found in the packet regarding the amendment(s) to Article 2-6 (G) and the wetland definition in Article 20-1. Chair Hetler opened the public hearing at 5:05 pm and hearing no comments closed the public hearing at 5:06 p.m. The commission members having no further discussion reviewed the criteria of Article 18-3 to see if the amendment meets the criteria of a zoning amendment. The committee agreed upon the following:

- The proposed text amendment will clarify the intent of the ordinance and help with further enforcement of the Zoning Ordinance.
- The amendment will correct an oversight of the ordinance by further defining language to help with enforcement and implementation of the Zoning Ordinance.
- The proposed text amendment is not in response to any State legislation, recent case law or opinions from the Attorney General.
- The proposed amendment would not promote compliance with changes in other County, State or Federal regulations.
- The amendment does not add a use to a district.
- The amendment does not create incompatible land uses.
- There does not appear to be any conflict with any other reports, studies, or other documents.
- The amendment is only related to definitions and clarifications. There is no impact on public facilities.
- The proposed text amendments are consistent with the Village's desire to protect the public health, safety and welfare of the community.

Feringa moved, Hylwa seconded, CARRIED, to recommend that the Village Council approve amendments to Sec 2-6 of the Zoning Ordinance and the wetland definition in Article 20 as they meet the requirements of Section 18-3 of the zoning ordinance and it specifically clarifies language and is consistent with the intent and purpose of the master plan and zoning ordinance. Ayes: 5, No: 0.

Zoning Ordinance Amendment Request-Single Family Waterfront District Amendments- Public Hearing

An application of an amendment to the Single-Family Waterfront Residential (SFWR) zoning district was received from applicants Bahle Properties, LLC. The amendment proposes to change the intent section and reduce the spatial (setbacks and minimum lot) requirements in the SFWR district. Below are changes requested in brief:

1. Remove minimum lot depth
2. Reduce minimum width/frontage from 100 feet to 90 feet
3. Reduce street setback from 25 feet to 20 feet
4. Change intent from "larger lots at lowest density, close to half-acre minimum lot size to "on waterfront lots"

Chair Hetler opened the public hearing at 5:10 p.m.:

Dusty Christensen spoke on behalf of the applicants and stated that they would like to move forward with all four requests presented. Christensen added that two of the properties in question already has an extra sewer line that was placed a number of years ago.

Village of Suttons Bay – 420 N Front Street – P O Box 395 – Suttons Bay, MI 49682 – 231.271.3051
suttonsbay@suttonsbayvillage.org

Commissioner Smith asked why the applicant was asking for 90' width and not another number. The applicant stated that they felt it was a good middle ground number.

Zoning Administrator Patmore stated he was concerned about eliminating depth as it could create non-conforming parcels that would lead to putting pressure on the ZBA.

The Public hearing closed at 5:45p.m.

Kopriva referred to her report dated July 19, 2024, found in the packet regarding the amendment(s) to the single-family waterfront district. Commission members issued concerns regarding South Shore Road and reduces the front setback. Commission members noted that there is no sidewalk and a reduction in setbacks could infringe on the right of way. The commission members having no further discussion reviewed the criteria of Article 18-3 to see if the amendment meets the criteria of the requested zoning amendments. The committee agreed upon the following:

- The proposed text amendment would not clarify the intent of the ordinance as the criteria does not apply.
- The amendment would correct an oversight of the ordinance. The commission noted concerns that the proposed changes could increase requests to the ZBA by creating a lot that can't be built on as it will be a self-created situation and it should be viewed as such.
- The proposed text amendment is not in response to any State legislation, recent case law or opinions from the Attorney General and this statement does not apply.
- The proposed amendment would not promote compliance with changes in other County, State or Federal regulations as this statement does not apply.
- The amendment does not add a use to a district.
- The amendment does not create incompatible land uses.
- There does not appear to be any conflict with any other reports, studies, or other documents.
- The amendment is only related to definitions and clarifications. There is no impact on public facilities.
- The proposed text amendments are consistent with the Village's desire to protect the public health, safety and welfare of the community.

Feringa moved, D. Smith seconded, CARRIED, to recommend that the Village Council adopt the amendments to the Single-Family Waterfront District of the Zoning Ordinance as requested by the applicant as they meet the requirements of Section 18-3 of the zoning ordinance and specifically the amendment does not add a use, does not create incompatibilities, potentially will reduce non-conformities, and support the general public health, safety and welfare, as well as supported findings and reports included with application and packet. The intent is not to create opportunities for variance requests to allow for larger structures on lots that are self-

created when a building envelope exists for a dwelling that meets the minimum requirements of the ordinance. Ayes: 5, No: 0.

Pontius left the meeting at 6:30 p.m.

Reports

Zoning Administration Report

The Zoning Administration report was submitted and can be found in this packet.

Patmore stated that he has been very busy and has also issued some land use permits for Harbor Heights.

Village Council Report: D. Smith indicated that the Village Council accepted waterways grant for bathroom reconstruction, adopted the Leelanau County Hazard Mitigation Plan and appointed Petroskey as Clerk.

Good of the Order

Commissioner D. Smith would like height/stories in the Single-Family Waterfront District discussed at a future meeting.

Next Regular Meeting is August 14, 2024.

The meeting adjourned at 6:45 p.m.

Meeting minutes submitted by Dorothy Petroskey, Clerk.

Date: 07.19.2024
From: Sara Kopriva, AICP
To: Suttons Bay Planning Commission
Project: Wetlands Amendment

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Possible Motion: Motion to recommend approval to Village Council for Wetlands, Sec 2-6 of the zoning ordinance as it meets the requirements of Section 18-3 of the zoning ordinance. Specifically it clarifies language and is consistent with the intent and purpose of the master plan and zoning ordinance.

At the June meeting, the Planning Commission discussed amendments to the zoning ordinance related to wetlands and decided to hold a public hearing on the amendment. Attached is the memo from the last meeting with the proposed language highlighted yellow. There were no changes from the June meeting.

Below are the criteria for evaluating a zoning amendment from the Zoning Ordinance. Following the public hearing the Planning Commission will need to review the criteria before making a decision on the amendment.

Section 18-3 Zoning Ordinance Amendments

C. *Criteria for Text Amendments.* The following guidelines shall be used by the Planning Commission, and may be used by the Village Council, in consideration of amendments to the Zoning Map:

1. The proposed text amendment would clarify the intent of the ordinance.
2. The proposed text amendment would correct an error or oversight in the ordinance.
3. The proposed text amendment would address changes to the State legislation, recent case law or opinions from the Attorney General of the State of Michigan.
4. The proposed text amendment would promote compliance with changes in other County, State or Federal regulations.

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5. In the event the amendment will add a use to a district, that use shall be fully consistent with the intent of the district and the character of the range of uses provided for within the district.
6. The amendment will not create incompatible land uses within a zoning district, or between adjacent districts.
7. The proposed text amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements and similar technical items.
8. As applicable, the proposed change shall be consistent with the Village's ability to provide adequate public facilities and services.
9. The proposed change shall be consistent with the Village's desire to protect the public health, safety, and welfare of the community.

Date: 06.10.2024
From: Sara Kopriva, AICP
To: Village of Suttons Bay Planning Commission
Project: Wetlands Amendment

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At the May meeting, the Planning Commission began discussion of a zoning amendment for wetlands. During discussion of the amendment, the desire for a new definition was requested.

Upon review of the State of Michigan definition from the Natural Resources and Environmental Protection Act, the Village's definition is very similar to the State definition and are included below. The only addition that I would suggest is to reference the State definition in the Village definition to clarify where it comes from. This could be in the form of "as defined in the Natural Resources and Environment Protection Act, as amended,..."

Village Ordinance:

WETLAND means land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support wetland vegetation or aquatic life.

State of Michigan:

Wetland: land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh.

Below (highlighted in yellow) is proposed language for setbacks to wetlands. Following review, the Planning Commission can determine if they would like to schedule a public hearing on the language.

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609-393-1210

Suttons Bay Office
52 S. Cassady Street
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Suttons Bay, MI 49785

616-866-1245

Notwithstanding anything to the contrary contained in this ordinance, the following provisions shall apply:

G. Wetland Protection.

1. Within 10 feet of a delineated wetland, an undisturbed area of vegetation shall be maintained and woody and native herbal species shall not be removed. Trees with a trunk diameter of three (3) inches at breast height, four and a half (4 ½) feet or greater, shall not be removed unless dead or dying. Trees and other woody plant material of a smaller diameter at breast height shall not be removed.

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2. Regulated Wetlands

An applicant planning to make any improvements or changes to a regulated wetland within the district must obtain a permit from EGLE, or successor agency, in accordance with Part 303 (Wetlands Protection) of the Natural Resources and Environmental Protection Act, 1994 PA 451 prior to submitting a site plan or land use permit application under this Zoning Ordinance.

3. Wetland Setbacks

For a regulated wetland, or for an unregulated wetland area which otherwise meets the criteria to be designated as a wetland, no structure or parking lot shall be constructed within twenty-five (25) feet of such wetland. However, recognized wetlands may be incorporated into a stormwater management strategy provided that the wetland values will not be impaired and provided further that incorporation of the wetland will provide a net ecological benefit to groundwater and surface water.



VILLAGE OF SUTTONS BAY
LEELANAU COUNTY, MICHIGAN
RESOLUTION #8 OF 2024

A RESOLUTION TO ACCEPT THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES AGREEMENT TO FUND
A DOCK PHASE 1 AND UPLAND WALKWAY #WW24-0009.

A meeting of the Village of Suttons Bay, Leelanau County, Michigan, was held in the Village offices, 420 N Front Street, August 19, 2024, to consider Resolution #7 of 2024.

PRESENT: Bahle, Case, Christensen, Lutke, Smith, Yoder and Suppes

ABSENT:

The following resolution was offered by Council member _____ and supported by Council member _____.

WHEREAS, the Village of Suttons Bay applied for a grant from the Department of Natural Resources Waterways Division to construct Project #WW24-0009, "A Dock Phase 1 and Upland Walkway"; And

WHEREAS, the Village agrees to appropriate all funds necessary to complete the project during the project period and to provide \$453,782 in funds to match the grant of \$453,782 authorized by the Department of Natural Resources; And

WHEREAS, the Village agrees to construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said agreement; And

WHEREAS, the Village of Suttons Bay agrees to appoint the Village Manager to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms; And

WHEREAS, the Village of Suttons Bay agrees to ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations; And

WHEREAS, the Village agrees to maintain satisfactory financial accounts, documents, and records to make them available to the granting authority for auditing at reasonable times; And

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

NOW, THEREFORE, BE IT RESOLVED THAT, the Village of Suttons Bay Council does hereby accept the terms of the agreement as received from the Michigan Department of Natural Resources, and that the Village does hereby specifically agree to the terms with the Michigan Grant in Aid Program Harbor Development Project Agreement (WW24-0009) including all terms not specifically set forth in the foregoing portions of this Resolution.

AYES:

NAYS:

RESOLUTION DECLARED _____

CERTIFICATION

The foregoing resolution was certified at a regular meeting of the Village Council held on August 19, 2024.

By: _____
Dorothy Petroskey, Village, Clerk
Village of Suttons Bay

CERTIFICATE

I hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Village Council of the Village of Suttons Bay on the 19th day of August, 2024, at a meeting held at 420 N. Front Street, Suttons Bay, MI 49682.

Dated: August ____, 2024

Dorothy Petroskey, Village Clerk
Village of Suttons Bay

1. The Parties agree as follows:

- a. This Agreement shall be administered on behalf of the DEPARTMENT by the Administrative Services Section within the Parks and Recreation Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the DEPARTMENT's current procedure. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Rob Larrea - Village Manager

Name/Title

Village of Suttons Bay

Organization

420 Front Sreet - PO Box 395

Address

Suttons Bay, MI 49682

Address

231-271-3051

Telephone Number

Manager@suttonsbayvillage.org

E-mail Address

DEPARTMENT CONTACT

Curt Wemple/Waterways Grant Coordinator

Name/Title

Grants & Infrastructure Finance/DNR Parks and Recreation

Organization

8015 Mackinaw Trail

Address

Cadillac, MI 49601

Address

231-444-8029

Telephone Number

WempleC1@michigan.gov

E-mail Address

- b. The encumbrances identified in the terms of this agreement shall apply to the "harbor" as identified by the included legal description and map for the useful life of the project facility.
- c. The word "project area" shall mean the land and area highlighted on the harbor map identifying the area of development.
- d. "Project facility" shall mean the following individual components, as further described in the application:
 - Removal of 4 docks, Main Pier and Finger Piers Installation, Utility Installment, Dock amenities
- e. A legal description and map of the harbor, a map highlighting the project area, and the development grant application bearing the number WW24-0009 are by this reference made part of this Agreement.
- f. The time period allowed for completion of the development in the project area is from **/**/**** through **/**/****, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
- g. This Agreement together with the referenced documents constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The DEPARTMENT will:

- a. Grant the GRANTEE a sum of money equal to **Fifty percent (50%) of Nine Hundred Seven Thousand Five Hundred Sixty-Four dollars (\$907,564)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Four Hundred Fifty-Three Thousand Seven Hundred Eighty-Two dollars (\$453,782)**.
- b. Grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteers and/or force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final 10 % reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a sign in compliance with Section 3(j) of this Agreement.

3. The GRANTEE will:

- a. Immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Four Hundred Fifty-Three Thousand Seven Hundred Eighty-Two dollars (\$453,782)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. Certify to the best of its knowledge and belief that the GRANTEE and any principal, agent, contractor, and subcontractor of the GRANTEE:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.
 - ii. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.
 - iv. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.
 - v. Will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.
- c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional
 - ii. Permit DEPARTMENT review and approval of all professional services agreements, project contracts, bidding documents, specifications, and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The DEPARTMENT must approve all change orders before being initiated. The DEPARTMENT reserves the option to have a representative on the selection panel for all contracts.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453

of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.

- vii. When possible, utilities should be buried within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
 - ix. The GRANTEE must submit invoices for reimbursement within ninety (90) days of invoice date.
- d. Use all funds granted within the dates specified in this Agreement. The GRANTEE shall maintain satisfactory financial accounts, documents and records, and shall make them available to the DEPARTMENT for auditing at reasonable times. The GRANTEE shall retain all accounts, documents, and records for the facilities for the life of the facility plus ten (10) years following completion of construction.
 - e. Operate the "project facilities" for the anticipated useful life, minimum of **20** years, upon completion of the facility measured by the final reimbursement request. Operate means regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - f. Provide to the DEPARTMENT for approval, a complete rate schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments.
 - g. Adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.
 - h. Separately account for and reserve in a restricted fund net revenues accruing from the operation of the harbor for the future maintenance or expansion of the harbor or, with the approval of the DEPARTMENT, the construction of other recreational boating facilities.
 - i. Furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - j. Maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - k. Erect and maintain a sign on the property for the life of the facilities which designates this project as having been constructed with the assistance of GIA. The size, color and design of this sign shall be in accordance with DEPARTMENT specification and shall be approved by the DEPARTMENT before constructed. The sign shall be placed in a location where it is visible and readable to the majority of boaters using the harbor.
- 4. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Any costs and expenses incurred before or after the project period shall be the sole responsibility of the GRANTEE.
 - 5. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a progress report quarterly during the project period (due January 1, April 1, July 1, and October 1). Reports shall be submitted to the Waterways Grant Coordinator.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than (date 90 days after project period)**. If the GRANTEE fails to submit a complete final request for reimbursement by **(date 90 days after project period)**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.


6. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement. Upon completion of the project, a final set of "as built" plans shall be submitted to the DEPARTMENT in an appropriate digital format.
7. The facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of a facility by the GRANTEE for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the DEPARTMENT.
8. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress, egress, or employment thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability in accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 as amended or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 as amended. Any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.
9. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than the useful life of the project facilities.
10. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
11. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement, or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
12. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities. Prior to completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public harbor. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.
13. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing project site.
14. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
15. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the harbor project that is the subject of this Agreement. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

16. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended.or
 - b. If any portion of the project area is a facility, documentation that DEPARTMENT of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Once a non-compliance issue(s) has been documented, the DEPARTMENT shall notify the GRANTEE. The GRANTEE shall respond to the non-compliance within forty-five (45) calendar days. The GRANTEE shall collaborate with the DEPARTMENT to develop an acceptable plan to remedy non-compliance issue(s).
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current waterway grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE on all DEPARTMENT administered grant programs until the breach is corrected; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
 - f. To purchase the facilities and the right of access over GRANTEE property to the facilities at the existing value of the facilities, less any financial contribution made by the DEPARTMENT. The value of the facilities shall be determined by three competent appraisers; one to be selected by the GRANTEE, one to be selected by the DEPARTMENT, and the third to be selected by the first two appraisers. The DEPARTMENT and the GRANTEE shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the

facilities over GRANTEE property. The DEPARTMENT shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the DEPARTMENT does not exercise the option within that period, the GRANTEE shall pay to the DEPARTMENT a sum equal to the total financial contribution made by the DEPARTMENT towards the construction or maintenance of the facilities.

24. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
26. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
27. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan DEPARTMENT of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
28. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
29. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 3(d).
30. Commercial operations of any type shall not be permitted at any of the facilities or located on the facilities without a permit executed by both the GRANTEE and the DEPARTMENT consistent with State Land Use Rule 299.922(dd).
31. Provide, upon the DEPARTMENT's request, one seasonal boat slip at no cost for DEPARTMENT-owned vessels.
32. GRANTEE has the option to participate in the State Harbor Reservation System
33. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
34. This Agreement supersedes all Grant in Aid Harbor Waterways Program agreements for this project area between the parties.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

		VILLAGE OF SUTTONS BAY REPORT VSB -2024-39	
Prepared:	August 12, 2024	Pages:	1 of 1
Meeting:	August 19,2024	Attachments:	<input type="checkbox"/>
Subject:	Managers Ordinance Amendment		

PURPOSE

To consider an amendment to the Managers Ordinance as recommended by the Personnel Committee.

STAFF COMMENT

In 2004, the managers ordinance properly assigned purchasing power to the manager, along with a spending limit of up to \$2,000. If an item exceeds that limit the purchase must be stopped until the request can be brought before the Village Council for approval. Although the procedure has proven beneficial, the dollar amount is now 20 years old and is in need of an update.

My recommendation would be increasing the spending limit to \$5,000. That is still a low amount however, it should be adequate for ensuring unbudgeted spending is limited. I am also recommending that we add language to allow for the execution of contracts up to an amount of \$8,000. These changes would still protect the village, but also allow our office to be more efficient.

Below you will find current text in **BLACK** font and proposed text in **BLUE**.


- B. The Village Manager shall have the authority to purchase any product or service, the cost of which does not exceed two-thousand dollars (\$2,000.) provided, that funds have been appropriated. The cost of the product or service shall not exceed the unencumbered balance of the appropriation for that account. Except as hereinafter provided, the Village Manager shall not purchase any product or service, the cost of which exceeds the above dollar amount without prior approval of the Village Council. The Village Manager may promulgate rules governing the purchase of products or services.

- B. The Village Manager shall have the authority to purchase products up to an amount of five-thousand dollars (\$5,000) and to execute contracts for services up to the amount of eight-thousand dollars (\$8,000). Except as hereinafter provided, the Village Manager shall not purchase any product or execute a service, which exceeds the above dollar amount without prior approval of the Village Council.*

In essence, we are still limiting purchasing to a rather low amount while recognizing service contracts require a little more flexibility.

REQUESTED ACTION

The language in *blue* above has been recommended by the Personnel Committee.

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2024 - 40	
Prepared:	August 14, 2024	Pages:	1 of 1
Meeting:	August 19, 2024	Attachments:	<input checked="" type="checkbox"/>
Subject:	Employee Handbook Updates		

PURPOSE

To consider various housekeeping amendments to the personnel policy manual.

OVERVIEW

We have recently had a 5-year review performed on our personnel manual to ensure we are up to date on recent court opinions, new laws and changes to existing laws. In doing so, we were informed that we needed to amend our manual to reflect the Pregnant Workers’ Fairness Act, Michigan Crown Act, and PUMP for Nursing Mothers Act. We also took this opportunity to re-introduce language that was inadvertently left out of the manual and addressing employee pay for individuals who are not scheduled to work, yet are called in. Lastly, further clarification on holiday pay was incorporated to clarify how many hours may be claimed on holidays.

In brief, the changes include:

- Section 2.1 – Update to reflect the new Michigan Crown Act (MCA)– Non-discrimination.
- Section 2.1 – Update to reflect the new Pregnant Workers Fairness Act (PWFA) - Non-discrimination.
- Section 2.2 – Harassment Prevention – Update per MCA & PWFA
- Section 2.3 - Disability Accommodation – Update per MCA & PWFA
- Section 2.4 - Religious Accommodation – Update per MCA & PWFA
- Section 2.5 - Pregnancy Accommodation – Update per MCA & PWFA
- Section 5.6 – Call in Pay – This text will reflect a 2-hour minimum pay when called in.
- Section 7.1 – Holidays – Clarifications made regarding holiday pay, eligibility, and qualifying hours.
- Section 7.3 – PUMP for Nursing Mothers Act – Standard incorporated.

CONCLUSION

In an effort to reduce the attachments to this report, we excluded the mandatory language (required by law) and only provided you with the discretionary language of Sections 5.6 & 7.1.

All changes proposed and described above have been recommended for consideration and approval by the Personnel Committee.

Only hours actually worked are considered in the calculation of overtime.

Advance approval from your direct supervisor is required for any non-exempt employee to work overtime. Further, non-exempt employees may not start early, work late, take work home, or work through a meal break without their supervisor's approval. Thus, although employees will be paid for all hours worked in accordance with applicable law, failure to obtain advance approval as required under this policy may result in disciplinary action up to and including termination of employment.

5.6 Call-In Pay

Non-exempt on-call employees are eligible for call-in pay when they are called in to work at a time other than their normally scheduled shift. At least two (2) hours will be paid when an employee is called in for unscheduled work when on-call (even if the actual time worked is less than two (2) hours). Further, all such actual time worked during the service call will be paid at a rate of one and one-half times their regular rate of pay.

5.7 Compensatory Time

The Village reserves the right, prior to the end of the work week, to reduce a non-exempt employee's hours to avoid overtime provided operational demands allow for such a reduction. When a reduction in hours is not possible, non-exempt employees shall earn overtime or may elect to accrue compensatory time off, which will accrue at time and one-half of the employee's regular rate of pay. For full-time and part-time employees, compensatory time may be accrued up to 240 hours (or 160 actual hours at time and one-half). The Village or employee may elect to convert unused compensatory time back to overtime pay.

5.78 Compensation

Because recruiting and maintaining employees is critical to our success, the Village is committed to paying equitable, competitive wages that reflect the requirements and responsibilities of the position, and in compliance with applicable state and federal wage and hour laws.

Hourly rates of pay and salaries are set by the Village Council, based upon recommendations from supervisors, performance evaluations, and in compliance with wage and hour laws. An employee's hourly rate or salary is subject to an annual review and may be adjusted based upon factors including but not limited to attendance, punctuality, quality of work, quantity of work, employee dedication and commitment to the community, employee's excellence in the position, the employee's ability to be a team player and evidence of an attitude of cooperation that supports the Village's mission and objectives, the budget, and an employee's performance review, if any. The Village, at its sole discretion, may award incentive bonuses based upon an employee's individual contribution.

7.1 Holidays

The Village observes the following paid holidays for full-time employees:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

If a scheduled holiday falls on a Saturday, the Village will observe the preceding Friday as a paid holiday. Should it fall on a Sunday, the Village will observe the following Monday as a paid holiday.

Holiday pay is paid to eligible employees only for the hours the employee would have otherwise worked that particular day, up to eight (8) hours maximum pay.

Part-time employees who regularly work at least 20 hours a week are eligible for are allowed up to five (5) holidays with pay (if the employee would otherwise have been scheduled to work that day). ~~with 8 hours maximum pay.~~ All other holidays over the five (5) paid holidays that occur on a day the part-time employee would have otherwise worked, will be unpaid unless the employee has available PTO.

To qualify for Holiday Pay, the employee must be a non-exempt employees.

Full-time Employees who are required to work on a holiday will receive 1.5 times their rate of pay for the actual hours worked, in addition to the eight (8) hours Holiday Pay. ~~The eight (8) hour~~

Holiday Pay is not considered worked time for purposes of calculating additional overtime for the week. However, additional overtime will be paid for any hours worked over forty (40) hours per week, including those hours worked on a holiday. All overtime must be pre-approved by a supervisor.

Any employee observing a religious holiday not listed above is entitled to use any PTO or Vacation Time to observe that holiday.

Eligible full-time employees who are on approved paid leave (e.g. PTO or Vacation Time) during a holiday will receive holiday pay for that particular day and their PTO/Vacation Time will not be charged for that day. If eligible, part-time employees will have the holiday pay charged in leui of PTO/Vacation if they have not already exhausted their five (5) holidays with pay.

Employees on an unpaid leave of absence (including, without limitation, authorized unpaid medical leave or, extended Military leave, or other approved unpaid leave of absence) are not eligible for Hholiday Ppay for holidays occurring during the unpaid leave.

7.2 Meal and Rest Breaks

Employees are allowed a thirty (30) minute unpaid meal break each day. Meal breaks are generally taken around the halfway point of the employee's scheduled shift. The schedule for meal breaks should be established based on work requirements. Staggered meal breaks may be necessary to ensure the continuity of operations and services. Non-exempt employees are not permitted to work during meal breaks, unless expressly authorized by their supervisor, and thus, meal breaks are unpaid. However, all time worked must be recorded and will be paid in accordance with applicable law.

In addition to the meal break, two paid rest periods of fifteen (15) minutes each are permitted each day. Rest periods may not be combined and/or added to a meal break to extend the time. The schedule for these breaks depends on the needs of the Village and department.

7.3 Lactation Breaks

The Village accommodates employees who wish to express breast milk during the workday when separated from their newborn children. For up to one year after the child's birth, nursing employees will be provided with reasonable break time to express breast milk during the workday. Nursing mothers who are returning from maternity leave should speak with the Village Manager or his/her designee regarding their needs. The Village and the employee's direct supervisor will work with employee to develop a break schedule that is reasonable, accounts for needs that may vary from day to day and creates the least amount of disruption to the Village's operations. The Village will provide a private area, other than a bathroom, for nursing employees to express breast milk. To the extent possible, lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If a non-exempt employee's lactation break time cannot run concurrently with already provided meal and rest breaks, or additional time is needed, such breaks will be provided,unpaid. However, if the lactation breaks are longer than 20 minutes and the employee is not performing any work, the break time will be unpaid.

7.4 Bereavement Leave

The Village has taken into consideration the personal needs that arise from the death of an immediate family member. In the event of such a loss, full-time and part-time employees will be allowed up to five (5) days of paid leave for the death of a spouse or domestic partner, child (or step-child), mother or father (or step-parent), and sister or brother (or step-sibling) and grandchild (or step-grandchild);



VILLAGE OF SUTTONS BAY

VILLAGE MANAGER CONTRACT OVERVIEW

AUGUST 7, 2024

INTRODUCTION

Thank you for the opportunity to serve the Village of Suttons Bay with your Village Manager contract negotiations. There are several factors to consider when modifying Manager Larrea's employment agreement. Those factors include the quality of service provided by Manager Larrea, length of service to Suttons Bay, comparable pay with similar communities, the cost of a new recruitment and current Michigan opportunities available to Manager Larrea.

Given all of this, there remains the ability to pay. Regardless of outcomes, we can agree that Suttons Bay will not be able to compete with the likes of Traverse City or Grand Haven. However, Suttons Bay can be competitive with communities such as Pentwater and Saugatuck.

Back in the fall of 2018, my firm, Walsh Municipal Services, LLC, served the Village of Suttons Bay with their recruitment of current Village Manager Rob Larrea. Unlike many communities, who face a revolving manager's door, I'm pleased to see that after nearly six years, Manager Larrea continues to serve Suttons Bay with distinction.

THE REPORT

The purpose of this report is to illuminate several considerations for the Village Council to mull over as you consider extending the Manager's contract. It is my understanding the current contract expires on December 31, 2024. The goal of the process was to complete our work in time for the Village Council to consider Manager Larrea's new employment agreement on Monday, August 19.

THE CURRENT MICHIGAN RECRUITING CLIMATE

The current Michigan municipal recruitment climate is daunting. If you speak to most recruiters, locating and placing new leaders in Michigan is borderline a “needle in the haystack.” The current openings in Michigan include:

- Lincoln Township (population 17,575)
- City of Wayland (population 4,435)
- Village of Pentwater (population 890)
- City of Ludington (population 7,655)
- City of Royal Oak (population 57,256)
- Branch County (population 46,977)
- Oscoda Township (population 6,788)
- Garfield Charter Township (population 20,351)
- Village of Caledonia (population 1,622)
- City of Berkley (population 15,194)
- Village of Franklin (population 3,139)
- Village of Ortonville (population 1,376)
- City of Bessemer (1,805)

TENURE

Based on the past 20 years in Michigan, the average tenure of a municipal leader with a population range of 500-2,500 residents is 3.1 years. Currently, the Village of Suttons Bay far exceeds the state average. The Village Council, and Sutton Bay’s residents, should be proud of this accomplishment.

CONTRACT TIMELINE

It is my understanding that Manager Larrea's employment agreement is set to expire on December 31, 2024. How long to extend an Manager's contract can be a challenge for the governing body. The Contract before you recommends a five (5) year agreement with Manager Larrea. The expiration date would be August 19, 2029.

SALARY

One of the many challenges with negotiating a contract is determining an equitable salary. The typical questions raised by the governing body are what is fair based on performance, longevity and ability to pay.

One thing to keep in mind is the challenge Suttons Bay would face in recruiting a new Village Manager. For a full recruitment, my firm's fee is \$11,800. In comparison, the range in Michigan is \$10,900-\$25,500. The cost isn't the only issue. The opportunity to find, and land, a candidate with Manager Larrea's experience is limited at best. Moreover, given the competitiveness in Michigan, I'd expect Suttons Bay to offer their new Manager a salary range of \$100,000-\$110,000. For instance, Pentwater (population 890), is currently recruiting for a new Village Manager with a salary range to \$120,000.

To help the Village Council determine a workable salary adjustment, I've completed a salary study based on comparable waterfront communities.

Here is a snapshot of my findings:



Village of Suttons Bay Village Manager Salary and Severance Study

CITY	POPULATION	SALARY	SEVERANCE
City of Whitehall	2,909	\$115,410	50% remaining
Village of Spring Lake	2,497	\$145,000	6 months
City Harbor Springs	2,497	\$124,176	6 months
City of Charlevoix	2,348	\$134,000	3 months*
Village of Elk Rapids	1,529	\$147,500	3 months
City of the Village of Douglas	1,378	\$100,000	12 months
City of Frankfort	1,252	\$108,929	4 months
City of Saugatuck	865	\$115,000	12 months
Village of Suttons Bay	613	\$88,000	6 months

*The City of Charlevoix City Charter limits severance to 3 months.

Recommendation:

Given the existing salary structure in Michigan, and the proven experience from the Village Manager, I'd recommend an August 19, 2024 annual salary of \$115,000. It's important to note that at a \$115,000 salary, Manager Larrea would remain \$32,500 less than the Village of Elk Rapids Village Manager.

SEVERANCE CLAUSE

It is my understanding that Manager Larrea's current contract contains a severance clause of four (4) months. Thus, if the Village Council elects to terminate the Manager (without cause) the Village would pay four months' salary to the outgoing leader. The question raised is, "after six years of exemplary service, is it time to adjust (increase) the severance clause?"

To help the Village Council reach a conclusion on this issue, I researched over 40 current Michigan employment contracts.

The standard severance clause for newly appointed managers/administrators is three-six months. For communities the size of Suttons Bay, the average is a four-month severance. Most communities offer "an additional month of severance for every year of service." If you wish to accept the standard practice, Manager Larrea is nearing the beginning of his 7th year of service to Suttons Bay. Using the Michigan standard offered to highly successful Michigan managers/administrators, the Village Council may elect to increase the Manager's severance clause to 11 months.

Recommendation:

After discussions with Manager Larrea, I'm recommending that the Village Council increase the Manager's severance clause to eight (8) months effective August 19, 2024. It's crucial that the severance clause continue to include language to allow the Village Council to terminate "with cause" for a specified list of misconduct.

HOUSING ALLOWANCE

One of the issues raised in the preliminary contract discussions is the potential offer of a housing allowance. As you are more than aware, northwest Michigan is a highly desirable place to live. For many, the cost of housing outweighs the opportunity to live in, and around, the Traverse City/Suttons Bay region.

After reviewing the concept of a housing allowance with several waterfront managers, the notion of a local government providing a housing allowance for municipal managers is not a common occurrence. In fact, housing allowances are simply not a consideration from local elected officials.

SUMMARY

After a comprehensive review of the current recruiting climate in Michigan, the escalating salaries being offered to attract municipal leaders, the cost of recruiting a new Manager, the successful longevity of your current Manager and the potential to lose your leader for larger opportunity/higher salary, I offer the following recommendations to the Suttons Bay Village Council.

Effective August 19, 2024, the Village Council (Employer) may consider providing Manager Larrea (Employee) with the following changes to his current employment contract.

Section 1: Term

The contract may be extended five (5) years to August 19, 2029.

Section 3: Compensation

A. The Employee's salary may be increased to an annual amount of \$115,000.

B. You may consider adding the following sentence to Section 3B. "In consideration of the Employee's six (6) years of outstanding performance, the Employee shall receive a \$10,000 longevity payment in the first payroll of September 2024. (This is the same payment scheduled to be provided to the Employee on December 31, 2024. Hence, the Employer is agreeing to provide the payment four (4) months in advance.)"

D. Given that the list of holidays identified in the current contract do not match up with current policy, the list of holidays provided is omitted. The Employee will receive the same holidays as other Suttons Bay staff.

Section 5: Personal Leave

A. The Employer may increase the number of personal days of leave from 28 to 30.

B. The Employer may increase the maximum payout of personal time from 28 to 30 days.

Section 8: Severance

B. The Employer may increase the Employee's severance from four (4) months to eight (8) months.

At this time, based on my research of a number of Michigan waterfront communities, I would not recommend that the Employer offer a housing allowance to the Employee.

I hope this report provides the Village Council with some guidance as you work through a potential contract extension for Manager Larrea.

Please let me know if you have any questions. Thank you for the opportunity to serve you.



Employment Agreement

THIS AGREEMENT, made and entered into to be effective the day of August 19, 2024 by and between the Village of Suttons Bay, a general law village, whose address is 420 Front Street, P.O. Box 395, Suttons Bay, Michigan 49682 (hereinafter, "Employer") and Rob Larrea, whose address is 3924 Incochee Street, Traverse City, MI. 49684, (hereinafter, "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

The term of this Agreement shall be for a period of five years from the effective date first above written.

Section 2: Duties and Authority

Employer hereby employs Employee as the village manager for the Village of Suttons Bay under the terms and conditions of this Agreement. Employee shall be responsible to perform the functions and duties of the village manager as specified in the Village of Suttons Bay Village Manager Ordinance, Ordinance No. 4 of 2004, as amended from time to time and in the village manager job description, attached hereto and incorporated by reference as Exhibit A. Employee shall perform such additional duties assigned by Employer consistent with all legal requirements. Except as noted herein, during the term of this Agreement Employee shall not engage in any other commercial business activity, or accept any other employment, whether or not such commercial activity is pursued for gain, profit, or other pecuniary advantage. Notwithstanding the foregoing, the Employer understands that the Employee provides planning and land use consultation services to third parties. The Employee is allowed to continue his consulting work as long as it does not interfere with his priority of serving the Employer and does not create a conflict of interest.

Section 3: Compensation

A. Employer will to pay Employee an annual base salary of \$115,000, payable in installments at the same time and in the same manner as that of other full-time employees of Employer.



B. Employee shall qualify for an annual bonus based on the Employee's review and performance evaluation as Employer, in its sole discretion, deems appropriate; In consideration of the Employee's six years of outstanding performance, included in the first September 2024 payroll, the Employer shall provide the Employee with a \$10,000 longevity payment.

Section 4: Health, Disability and Life Insurance and other Fringe Benefits

A. Employee shall receive full family health insurance coverage as provided to other full-time Village employees; provided, however, that the Employee may forgo the Employer's health care insurance coverage in which case he shall be compensated in an amount equal to 10% of the cost to the Employer of the family health care insurance coverage then in effect or such greater amount as adopted by the Employer during the term of this Agreement. The payment shall be separated into 12 equal payments and paid monthly to the Employee.

B. Employer shall provide for short-term and long-term worker's disability coverage and life insurance coverage for Employee as provided to other full-time Village employees.

C. Employee shall qualify to participate in the Village's deferred compensation plan on the same terms as other full-time Village employees; provided, however, that Employer shall contribute an amount equal to ten percent (10%) of Employee's base salary into the designated deferred compensation plan on Employee's behalf.

D. Employee shall be entitled to the same paid holidays as other full-time Village employees.



Section 5: Personal Leave

A. Employee shall be entitled to thirty (30) days paid personal leave each year. Employee shall be permitted to carry over up to a total of ten (10) days of personal leave to the next calendar year. No additional sick or vacation benefit shall be provided to Employee.

B. Upon Employee's termination, resignation or death Employee or his estate shall be compensated for all accrued but unused personal leave at Employee's rate of compensation in effect at the time of termination, resignation or death. This subsection shall be interpreted consistent with Subsection 5.A above; provided, however, that the total maximum payout shall not exceed thirty (30) days.

Section 6: General Business Expenses

A. Employer will pay for professional dues and subscriptions on behalf of Employee deemed necessary by the Employer for continuation and full participation in national, regional, state and local associations, as well as organizations necessary and desirable for Employee's continued professional participation, growth, and advancement and for the good of Employer.

B. Employer will pay for travel and associated expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official duties for Employer, all as deemed necessary by the Employer.

Section 7: Termination

Either Employer or Employee may terminate this Agreement with or without cause at any time as provided for strictly in accordance with this Section 7. Notwithstanding the



foregoing, the employment relationship established in this Agreement shall terminate when any one of the following occurs:

- A. A majority of the Village Council then serving votes to terminate Employee without cause at a duly authorized public meeting and in accordance with the procedures set forth in the Village of Suttons Bay Village Manager Ordinance, Ordinance No. 4 of 2004, as amended from time to time.
- B. If Employer, citizens or legislature act to amend any provision of state or local law pertaining to the role, powers, duties, authority, or responsibilities of Employee's position that substantially changes the form of the Village's government, then Employee shall have the right, upon thirty (30) days advanced written notice to Employer, to terminate his employment and this Agreement.
- C. Employee may resign his employment and terminate this Agreement for any reason not specified in this Section 7 upon thirty (30) days advanced written notice to Employer.
- D. This Agreement shall automatically terminate upon the death of Employee, in which case his estate shall be entitled to receive the compensation and benefits due Employee for a termination of this Agreement.
- E. A majority of the Village Council then serving may vote to terminate Employee, to take effect immediately, for cause at a duly authorized public meeting. "Cause." shall be defined to mean any of the following circumstances:
- (1) Any material breach of this Agreement;
 - (2) Conviction of a misdemeanor resulting in a term of incarceration, a felony, or any crime involving moral turpitude or dishonesty;
 - (3) The willful, wanton, negligent or reckless commission of or participation in any act or omission which has a significantly adverse impact upon Employer;
 - (4) Two successive performance evaluations with a combined determination from the Village Council of "unsatisfactory." Employee shall have at least ninety (90) days after the first of any such evaluation to meet with the Village's Administration Committee to develop an action plan to address the concerns raised in the evaluation; or



(5) Other actions commonly recognized as "just cause" by employment relations arbitrators.

A termination for cause under this subsection shall immediately terminate Employer's obligation to pay Employee his base salary except for any amount then due and owing. However, Employee shall be entitled to payment for all accrued but unused personal leave to date at Employee's rate of compensation in effect at the time of termination as provided in Section 5.B.

Section 8: Severance

A. Severance shall be paid to Employee when employment is terminated as specified in Section 7.A-B of this Agreement. If Employee resigns as specified in Section 7.C of this Agreement, dies as specified in Section 7.D of this Agreement, or is terminated for cause as specified in Section 7.E of this Agreement, then no severance shall be paid.

B. Severance required be paid under this Agreement shall be paid at a rate equal to eight (8) month's salary at Employee's rate of compensation in effect at the time of termination. This severance shall be paid in a lump sum (after subtracting all legally required payroll taxes and similar amounts), unless otherwise agreed to in writing by Employer and Employee.

C. Whether or not severance is required to be paid under this section, Employee shall be entitled to be compensated for accrued but unused personal leave as provided in Section 5.8.

Section 9: Disability

If Employee becomes unable to perform his duties due to sickness, accident, injury, mental incapacity, or health for a period of six (6) months, Employer may terminate this Agreement immediately. A termination under this section shall immediately terminate Employer's obligation to pay Employee his base salary except for any amount then due and owing. However, Employee shall be paid for all accrued but unused vacation time and



personal leave to date at Employee's rate of compensation in effect at the time of termination as provided in Section 5.D.

Section 10: Performance Evaluation

Employer shall review the performance of Employee not less than annually during the terms of this Agreement, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

Section 11: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer and, to that end, Employee shall be allowed to establish an appropriate work schedule subject to approval by the Employer.

Section 12: Indemnification

Employer shall indemnify, defend and hold harmless Employee and his heirs and assigns from any and all damages, legal fees or expenses, or awards, demands, rights, causes of action of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of any known or unknown, accrued or unaccrued claims for any type of damage or loss whatsoever which may occur within the scope of his duties as Village Manager. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness or advisor to Employer. Such expense payments shall continue beyond Employee's service to Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation. The Employer's obligation herein shall survive any termination of this Agreement for any reason.



Section 13: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 14: Insurance

At all times during the term of this Agreement the Employer shall obtain and maintain liability insurance coverage for Employee in an amount of not less than one million dollars per occurrence.

Section 15: Other Terms and Conditions of Employment

During the term of this Agreement Employer shall have the right to fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Suttons Bay Village Manager Ordinance, Ordinance No. 4 of 2004, as amended from time to time or any local, state or federal law.

Section 16: Notices

Notice pursuant to this Agreement shall be given in writing and shall be delivered personally or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Village of Suttons Bay, 420 Front Street, P.O. Box 395, Suttons Bay, Michigan 49682.

EMPLOYEE: Rob Larrea, 3924 Incochee Street, Traverse City, MI 49684.



Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. No Assignment. Employee may not assign any of his rights or delegate any of his duties under this Agreement.
- D. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.
- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- F. This Agreement shall, after it becomes effective, supersede and replace any prior agreement concerning Employee's employment status with the Employer.



G. To the extent not in conflict, Employee's terms and conditions of employment shall be governed by any Personnel Policies adopted, from time to time, by Employer.

Date:

Village of Suttons Bay

By

Steve Lutke, President

Date:

Rob Larrea

By:

Village Manager